



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 600
ALBANY, NEW YORK 12207-2021
(518) 447-7110 - FAX (518) 447-5564
WWW.ALBANYCOUNTY.COM

EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

JOHN W. LIGUORI
DEPUTY COUNTY ATTORNEY

MEMORANDUM

DATE: September 8, 2023

TO: **Angelo Gaudio**

FROM: Tracy Murphy
Assistant County Attorney

RE: Agreement Between the County of Albany
And Waste Management- Green Ridges RDF
Resolution No: 70 of 2023

Attached herewith is one agreement(s) of the above referenced agreement.

Kindly forward the agreement to the contractor.

Thank you.

TD/TB
Enclosure

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND WASTE MANAGEMENT-GREEN RIDGE RDF, LLC
FOR LEACHATE DISCHARGE AND TREATMENT AT THE
ALBANY COUNTY WATER PURIFICATION DISTRICT NORTH PLANT

PURSUANT TO RES. NO. 70 FOR 2023, ADOPTED MARCH 13, 2023

THIS AGREEMENT is made by and between Albany County, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Waste Management-Green Ridge RDF, LLC, a Delaware limited liability company registered to do business in New York, with its principal place of business located at 424 Peters Road, Gansevoort, New York 12831 (hereinafter, the "LANDFILL;" and with the County, may be referred to herein individually as the "[P]arty," and together as the "[P]arties").

WITNESSETH:

WHEREAS, the LANDFILL is the owner of the Waste Management-Green Ridge RDF, Management Facility located at 424 Peters Road, Gansevoort, New York 12831; and

WHEREAS, the LANDFILL has a need for a secondary/emergency leachate disposal location, and has communicated with the Albany County Water Purification District (hereinafter, the "DISTRICT") about using the North Albany Wastewater Treatment Plant (hereinafter, the "North Plant") as said disposal location; and

WHEREAS, the DISTRICT has determined that its facilities are capable of accepting and treating controlled quantities of LEACHATE, without adversely affecting its plant or receiving water with its effluent discharge; and

WHEREAS, the LANDFILL seeks to secure an agreement with the DISTRICT, by and through the County, which would provide for the discharge and treatment of said LEACHATE at the North Plant of the DISTRICT; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the LANDFILL regarding the aforesaid disposal of its leachate, pursuant to Resolution No. 70 for 2023, adopted March 13, 2023;

NOW THEREFORE, IT IS HEREBY MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

ARTICLE 1. DEFINITIONS

1.1 LEACHATE - shall mean for the purpose of this AGREEMENT an "Industrial Waste" generated at the LANDFILL. Any solid waste in the form of a liquid, including, but not limited to, any suspended components in the liquid, that results from contact with or passage through solid waste.

1.2 BOD₅ - shall mean five day biochemical oxygen demand, that is, the quantity of oxygen required for the stabilization of the oxidizable organic matter after five days as determined by Standard Methods latest edition.

1.3 Chemical Oxygen Demand (COD) and Total Suspended Solids (TSS) - shall be as defined and as determined by Standard Methods latest edition.

1.4 Interference - shall be defined in 40 CFR part 403.3 (1).

1.5 Pass Through - shall be as defined in 40 CFR Part 403.3 (n). ARTICLE II.

ARTICLE 2. GENERAL REPRESENTATIONS AND PROVISIONS

2.1 At the time the Parties enter into this Agreement, the LANDFILL is not on the NYS DEC's Inactive Hazardous Waste Disposal Site, the LANDFILL has the authority and capacity to accept solid waste, and the terms of this Agreement are in, and shall remain, in effect; however, the requirements and conditions of this AGREEMENT are subject to change if the LANDFILL's status/classification changes.

2.2 The LANDFILL agrees to maintain its storage tank in good working order for LEACHATE storage should the discharge of LEACHATE to the DISTRICT be required to be suspended for a period of time.

2.3 The composition of LEACHATE wastes discharged by the LANDFILL to the DISTRICT under this AGREEMENT shall only include LEACHATE wastes collected within the LEACHATE containment areas at the LANDFILL. The LANDFILL shall not discharge any other types of wastes to the DISTRICT pursuant to this AGREEMENT.

2.4 It is recognized by the Parties that the specific concentration of contaminants in the LEACHATE waste is variable in nature, and the LANDFILL agrees to regulate the discharge of said contaminants to levels which will not result in the development of pass through or interference within the DISTRICT treatment facilities.

It is recognized by the parties that LEACHATE may contain contaminants other than what has been recently detected in the LEACHATE prior to this Agreement. As such, should any contaminant cause pass through or interference with the operation of the DISTRICT's facilities, the DISTRICT may establish specific discharge limits for same for the LANDFILL.

2.5 The DISTRICT agrees to accept, at the existing North Plant, an average monthly amount of LEACHATE containing no greater than ONE THOUSAND (1,000) pounds of BOD₅ per day.

2.6 The DISTRICT agrees to accept, at the existing North Plant, a maximum daily amount of LEACHATE containing no greater than ONE THOUSAND FIVE HUNDRED (1,500) pounds of BOD₅ per day.

2.7 The LANDFILL and the DISTRICT agree that the acceptable method to determine acceptable concentrations of LEACHATE for disposal at the DISTRICT will be through the sampling and analysis conducted by the LANDFILL (semi-annually), with the results submitted to the DISTRICT. Whenever the LANDFILL collects and analyzes additional samples, the results shall also be reported to the DISTRICT. The DISTRICT may also require the collection of samples to be analyzed at the DISTRICT facility, at no cost to the LANDFILL.

ARTICLE 3. LEACHATE; RECORDS

3.1 The LANDFILL and DISTRICT agree that the required LEACHATE sample be comprised of a grab sample on a monthly basis. This sample must be representative of the entire volume of LEACHATE discharged.

3.2 The DISTRICT agrees to receive a collected grab sample from the LANDFILL and perform as required and/or deemed necessary by the DISTRICT, laboratory analysis for the determination of COD, BOD₅ and TSS.

3.3 The LANDFILL agrees to inform the DISTRICT as to the analytical results it is required to perform per its 6 NYCRR Part 360 permit.

3.4 The LANDFILL agrees to allow the DISTRICT or its representatives, exhibiting proper credentials and identification, to enter the LANDFILL'S LEACHATE system, for the purpose of inspecting and/or sample collection.

3.5 The LANDFILL agrees to maintain records and allow the DISTRICT access to all records regarding the collection and disposal of LEACHATE for a minimum of three (3) years.

ARTICLE 4. FLOW MEASUREMENT

The LANDFILL, upon completion of each day's discharge, shall record the total volume of LEACHATE discharged. A summation sheet shall be provided to the DISTRICT at the end of each month during which discharge occurred.

ARTICLE 5. FEES; PAYMENT

5.1 In consideration of the terms and obligations contained in this AGREEMENT, the LANDFILL agrees to pay, and the County agrees to accept, an annual fee in the amount of TWENTY TWO THOUSAND AND 00/100 DOLLARS (\$22,000.00) to reserve the right to dispose leachate at the North Plant, and shall pay said annual fee on a quarterly basis.

5.2 In consideration of the terms and obligations contained in this AGREEMENT, the LANDFILL agrees to pay, and the County agrees to accept, a disposal rate of ZERO AND 02/100 DOLLARS (\$0.02) per gallon.

ARTICLE 6. FACILITIES OPERATION AND MANAGEMENT

6.1 Facilities and Operation. The LANDFILL has constructed and will continuously operate and maintain LEACHATE collection facilities and keep the same in good working order at all times.

6.2 Qualified Operator. The LANDFILL shall designate a qualified individual to oversee the sampling and discharge from the LEACHATE collection system.

6.3 Liaison. The DISTRICT shall designate one qualified individual to act as a liaison between the LANDFILL and the DISTRICT.

6.4 Sewer Use. The LANDFILL agrees to operate and maintain the facility in accordance with Local Law F for 2008 and amendments thereto.

6.5 Emergencies. The LANDFILL shall notify the DISTRICT immediately of any abnormal or emergency conditions affecting the discharge, such as spills that occurred developed or cause to have developed spill prevention and counter measure control containment, as required by Local Law F for 2008. Said procedures shall be approved by the DISTRICT and shall be submitted with 60 days after executing this contract.

6.6 Modification of Discharge Limits. The DISTRICT reserves the right to decrease allowable discharge limitation in accordance with Local Law F for 2008, pretreatment program regulations and SPDES permit limits and regulations. Any such modifications shall be in compliance with 40 CFR Part 403.18.

6.7 Review of Operation. The DISTRICT reserves the right to periodically inspect and review the operation of the LEACHATE collecting facilities and to request changes in operating procedures if it is deemed necessary and for good cause to protect DISTRICT operations and its permit. Modification of requirements may justify renegotiation of this AGREEMENT.

6.8 The discharge of wastewater solids or wastewater sludges, other than those normally present in the discharge from the LEACHATE collection system in its present state, is prohibited.

6.9 Any modification of the LANDFILL'S LEACHATE holding facilities as they presently exist shall be subject to review, for purposes of this Agreement, by the DISTRICT.

ARTICLE 7. PERMIT AND APPROVAL

7.1 The LANDFILL agrees to obtain all required governmental approvals and permits which pertain to LEACHATE disposal necessary to effectuate this AGREEMENT, including the payment of required fees for permit processing and approval.

7.2 The DISTRICT agrees to obtain all required governmental approvals and permits that pertains to LEACHATE disposal necessary to effectuate this Agreement, including the payment of required fees for permit processing and approval.

7.3 In accordance with 40 CFR Part 403.5, the LANDFILL is prohibited from allowing certain discharge to the DISTRICT, including, but not limited to:

- a. Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.
- b. Pollutants which will cause corrosive structural damage to the POTW or its appurtenances, but in no case discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such discharges.
- c. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in Interference;
- d. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.
- e. Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case heat in such quantities that the temperature at the POTW treatment plant exceeds 40°C (104°F) unless the Governmental Approval Authority, upon request of the POTW, approves alternate temperature limits.
- f. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;
- g. Pollutants which result in the presence of toxic gasses, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
- h. Any trucked or hauled pollutants, except the discharge points designated by the POTW.
- i. Leachate with a pH less than 5.5 s.u. or greater than 10.0 s.u.

ARTICLE 8. FACILITIES SHUTDOWN

The LANDFILL agrees that it will terminate the discharge of LEACHATE wastes when such discharge might cause interference or pass through at the DISTRICT's treatment facility, or cause a SPDES permit violation.

ARTICLE 9. TERM OF AGREEMENT

9.1 This Agreement shall be mutually binding upon both parties for a term of two (2) years, commencing March 9, 2023 and ending March 8, 2025 with an option to renew for one (1) year, said extension to run consecutively.

9.2 This Agreement shall be amended immediately by either party when necessary to meet Federal,

State, and/or Local regulatory requirements. Should the DISTRICT be required to amend Albany County Water Purification District's Local Law Number 1, 1984, both parties reserve the right to re-negotiate this Agreement.

ARTICLE 10. INDEMNIFICATION

Where applicable to the discharge of LEACHATE; the LANDFILL shall defend, indemnify, and save harmless the County, its employees, and its agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the LANDFILL, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE 11. MODIFICATION OR AMENDMENT TO AGREEMENT

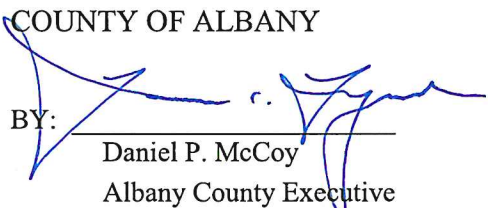
This AGREEMENT shall be amended immediately by either party when necessary to meet Federal, State, and/or Local regulatory requirements. Should the DISTRICT be required to amend Albany County Sewer District's Local Law Number 1 for 1984, both parties reserve the right to re-negotiate this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be signed the day and year first indicated below.

DATED: 9/7/2023

COUNTY OF ALBANY

BY:


Daniel P. McCoy
Albany County Executive


or

Daniel C. Lynch
Deputy County Executive

WASTE MANAGEMENT-GREEN RIDGE
RDF, LLC

DATED: _____

BY:


Name Warren Harris

Senior District Manager
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2023, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 24 day of September, 2023, before me, the undersigned, personally appeared Daniel C. Lynch personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

STATE OF NEW YORK)
COUNTY OF Saratoga) SS.:

On the 28 day of August, 2023, before me, the undersigned, personally appeared Warren Hays, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sue A Duggan
NOTARY PUBLIC

 **SUE A DUGGAN**
Notary Public, State of New York
Registration No. 01DU6432128
Qualified in Washington County
Commission Expires Apr. 25, 2026