

AGREEMENT BETWEEN
ALBANY COUNTY
AND XXXXXXXX.
FOR LEACHATE TREATMENT
AT THE ALBANY COUNTY SEWER DISTRICT

PURSUANT TO RES. NO. XXX FOR XXXX, ADOPTED DATE XX, XXX

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 called the “County”) and Capital Region Landfills, Inc., a New York corporation duly authorized to operate the Town of Colonie SOLID WASTE MANAGEMENT FACILITY (hereinafter called the “SOLID WASTE MANAGEMENT FACILITY”), with its principal place of business located at 1319 Loudon Road, Cohoes, New York 12047 (hereinafter called “CAPITAL REGION LANDFILL,” and the County may be referred to as the “party” or the “parties”).

WHEREAS, the Town of Colonie is the owner of the SOLID WASTE MANAGEMENT FACILITY located in the Town of Colonie, County of Albany, State of New York; and

WHEREAS, the Town of Colonie owns an integrated system for the management of municipal solid waste; and

WHEREAS, CAPITAL REGION LANDFILL is under contract with the TOWN to operate all areas of the SOLID WASTE MANAGEMENT FACILITY; and

WHEREAS, the integrated system for the management of municipal solid waste consists of the following facilities:

- a. Town Solid Waste Management Facility
- b. Town Yard Waste Compost Facility
- c. Town Materials Recycling Facility
- d. Town Residential Recycling Drop Off Station
- e. Town Refuse Transfer Station; and

WHEREAS, the Town of Colonie has an integrated system for the management of municipal solid waste offers incentives for waste reduction, recycling, and disposal of the various categories of municipal solid waste collected from waste generators by implementing a fee structure in a manner that protects public health and promotes waste reduction and sound environmental protection; and

WHEREAS, the Town of Colonie has caused to have constructed facilities for the collection of LEACHATE;

WHEREAS, CAPITAL REGION LANDFILL, after an extensive review of available alternatives for the treatment and discharge of LEACHATE, has determined that the most feasible alternative is to return to discharging a portion of the LEACHATE to the facilities of the DISTRICT; and

WHEREAS, CAPITAL REGION LANDFILL has determined that the most practical means to accomplish such discharge to the facilities of the DISTRICT is through piping to the City of Cohoes to the District's North Plant Facility; 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; and

WHEREAS, CAPITAL REGION LANDFILL is desirous of securing an agreement with the DISTRICT which would provide for the discharge and treatment of said LEACHATE at the facilities of the DISTRICT; and

WHEREAS, this Agreement has been duly authorized by the Albany County Sewer District by resolution, adopted by the Board of Commissioners on May 21, 2014; and

WHEREAS, this Agreement has been duly authorized by the Albany County Legislature by Resolution No. 376 for 2014, adopted October 14, 2014; and

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

ARTICLE I - DEFINITIONS

The following terms shall have the stated meanings whenever used in this AGREEMENT:

1. LEACHATE - shall mean for the purpose of this agreement an "Industrial Waste" generated at a municipal SOLID WASTE MANAGEMENT FACILITY. 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.
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.
3. Chemical Oxygen Demand (COD) and Total Suspended Solids (TSS) - shall be as defined and as determined by Standard Methods latest edition.
4. Interference - shall be defined in 40 CFR part 403.3 (l).
5. Pass Through - shall be as defined in 40 CFR Part 403.3 (n).

6. Direct Discharge- shall be defined as the disposal of LEACHATE on a continuous basis from the SOLID WASTE MANAGEMENT FACILITY to the DISTRICT.
7. "Municipality (ies)" - any village, town, DISTRICT or city.
8. "Solid Waste" - Materials or substances which are discarded or rejected by the owner at the time of such discard or rejection and shall include garbage, yard waste, recyclable rubbish, household hazardous waste, major appliances, large household furnishings and non-recyclable rubbish generated by any person. The term shall not include sewage, sludge or water-diluted material

ARTICLE II - GENERAL PROVISIONS

1. While it remains the SOLID WASTE MANAGEMENT FACILITY is not on NYSDEC's Inactive Hazardous Waste Disposal Site in New York State and the SOLID WASTE MANAGEMENT FACILITY has the authority and capacity to accept solid waste, the terms of this contract remains in effect. The requirements and conditions of this contract are subject to change if this status/classification changes.
2. The DISTRICT agrees to accept Direct Discharge of LEACHATE, for discharge and treatment, from the SOLID WASTE MANAGEMENT FACILITY. The SOLID WASTE MANAGEMENT FACILITY presently Directly Discharges LEACHATE through two storage lagoons. So long as the SOLID WASTE MANAGEMENT FACILITY continues to utilize such lagoons, the SOLID WASTE MANAGEMENT FACILITY agrees to maintain said lagoons in good working order to store LEACHATE should the discharge of LEACHATE be required to be suspended for a period of time; provided, however, the SOLID WASTE MANAGEMENT FACILITY shall be entitled to remove such lagoons and move to tank storage in its sole and absolute discretion. In the event the SOLID WASTE MANAGEMENT FACILITY moves begins to utilize tanks, it agrees to maintain said tanks in good working order to store LEACHATE should the discharge of LEACHATE be required to be suspended for a period of time.
3. The composition of LEACHATE wastes discharged by the SOLID WASTE MANAGEMENT FACILITY to the DISTRICT under this AGREEMENT shall only include LEACHATE wastes collected within the LEACHATE containment areas at the SOLID WASTE MANAGEMENT FACILITY. The SOLID WASTE MANAGEMENT FACILITY shall not discharge any other types of wastes to the DISTRICT pursuant to this AGREEMENT.

It is recognized by the parties that LEACHATE may contain contaminants, other than what is presently detected in the LEACHATE and as such should any such constituent cause "pass through" or "interference" with the operation of the DISTRICT's facilities, the DISTRICT may establish specific discharge limits for the same from the SOLID WASTE MANAGEMENT FACILITY.

4. Recognized that the specific concentration of contaminants in the LEACHATE waste is variable in nature, the SOLID WASTE MANAGEMENT FACILITY 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.
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.
6. The DISTRICT agrees to accept, at the existing North Albany Wastewater Treatment Plant, a maximum daily amount of LEACHATE containing no greater than ONE THOUSAND FIVE HUNDRED (1,500) pounds of BOD₅ per day and a maximum hourly amount of sixty three (63) pounds per hour.
7. The SOLID WASTE MANAGEMENT FACILITY 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 SOLID WASTE MANAGEMENT FACILITY (semi-annually) and submitted to the DISTRICT. Should the SOLID WASTE MANAGEMENT FACILITY collect and analysis additional samples, the results shall 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 SOLID WASTE MANAGEMENT FACILITY.
- ~~8. To the extent necessary to minimize potential odors which may be present in LEACHATE (as determined in the SOLID WASTE MANAGEMENT FACILITY's reasonable discretion), the SOLID WASTE MANAGEMENT FACILITY agrees to treat the LEACHATE with Bioxide. Should hydrogen sulfide be discovered in collection system as a result of the discharge of LEACHATE, the SOLID WASTE MANAGEMENT FACILITY shall take immediate action to mitigate the problem and be responsible for damage resulting from corrosion related to its release of hydrogen sulfide.~~
- ~~9. The SOLID WASTE MANAGEMENT FACILITY agrees to install and jointly maintain with the DISTRICT and the CITY OF COHOES, an overflow alarm indicator which will turn off the pumps or notify someone at the SOLID WASTE MANAGEMENT FACILITY to turn off the pumps until the overflow stops at which time the discharge of LEACHATE may resume.~~

ARTICLE III - LEACHATE

1. The SOLID WASTE MANAGEMENT FACILITY 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.
2. The DISTRICT agrees to receive a collected grab sample from the SOLID WASTE MANAGEMENT FACILITY and perform as required and/or deemed necessary by the DISTRICT, laboratory analysis for the determination of COD, BOD₅ and TSS.
3. The SOLID WASTE MANAGEMENT FACILITY agrees to inform the DISTRICT as to the analytical results it is required to perform as per its 6 NYCRR Part 360 permit.
4. The SOLID WASTE MANAGEMENT FACILITY agrees to allow the DISTRICT or its representatives, exhibiting proper credentials and identification, to enter the SOLID WASTE MANAGEMENT FACILITY LEACHATE system, for the purpose of inspecting and/or sample collection during normal business hours, accompanied by an appropriate manager of the SOLID WASTE MANAGEMENT FACILITY.
5. The SOLID WASTE MANAGEMENT FACILITY 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 IV - FLOW MEASUREMENT

The SOLID WASTE MANAGEMENT FACILITY upon completion of each days discharge will record the total volume of LEACHATE discharged. A summation sheet will be provided to The DISTRICT at the end of each month on which discharge occurred.

ARTICLE V – FEES; PAYMENT

1. CAPITAL REGION LANDFILL will make an annual payment of **\$25,000** to the DISTRICT due upon the execution of this contract and annually on the date of execution each year thereafter for the term of the contract. All payments are due and payable within thirty (30) days of the date of the invoice. CAPITAL REGION LANDFILL agrees to pay a charge for all past due amounts in an amount equal to one and one half percent (1.5 %) of such past due amount for each month or part thereof during which such payments remain unpaid. Should any portion of this account remain unpaid for more than sixty (60) days from the date of the invoice, the DISTRICT shall have the option, with notice to CAPITAL REGION LANDFILL, to suspend service under this Agreement unless and until payment has been made for all services performed by the DISTRICT under this Agreement.
2. In consideration of the terms and obligations contained in this Agreement, CAPITAL REGION LANDFILL agrees to pay, and the County agrees to accept, a disposal rate of ZERO AND 01/100 DOLLARS (**\$0.03**) PER GALLON, invoiced monthly.

ARTICLE VI - FACILITIES OPERATION AND MANAGEMENT

1. Facilities and Operation - The SOLID WASTE MANAGEMENT FACILITY has constructed and will continuously operate and maintain LEACHATE collection facilities and keep the same in good working order at all times.
2. Qualified Operator - The SOLID WASTE MANAGEMENT FACILITY shall designate a qualified individual to oversee the sampling and discharge from the LEACHATE collection system.
3. Liaison - The DISTRICT shall designate one qualified individual to act as a liaison between the SOLID WASTE MANAGEMENT FACILITY and the DISTRICT.
4. Sewer Use - The SOLID WASTE MANAGEMENT FACILITY agrees to operate and maintain the facility in accordance with Local Law #F for 2008 and amendments thereto.
5. Emergencies - The SOLID WASTE MANAGEMENT FACILITY shall notify the DISTRICT immediately of any abnormal or emergency conditions affecting the discharge, such as spills develop or cause to have developed spill prevention and counter measure control containment, as required by Local Law #F 2008. Said procedures shall be approved by the DISTRICT and shall be submitted with 60 days after executing this contract.
6. Modification of Discharge Limits - The DISTRICT reserves the right to decrease allowable discharge limitation in accordance with Local Law #F, 2008, pretreatment program regulations and SPDES permit limits and regulations. Any such modifications shall be in compliance with 40 CFR Part 403.18.
7. Review of Operation - The DISTRICT reserves the right to periodically inspect and review the operation of the LEACHATE collecting facilities and to request commercially reasonable changes in operating procedures if it is deemed necessary and for good cause to protect DISTRICT operations and permit. Modification of requirements may justify renegotiation of this AGREEMENT.
8. The discharge of wastewater solids or wastewater sludges other than those normally present in the discharge from the LEACHATE collection system in their present state is prohibited.
9. Any modification of SOLID WASTE MANAGEMENT FACILITY LEACHATE holding facilities as they presently exist, except for any plans to remove the storage lagoons and replace with tanks, shall be subject to the review of the DISTRICT.

ARTICLE VII - PERMIT AND APPROVAL

The SOLID WASTE MANAGEMENT FACILITY 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.

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.

In accordance with 40 CFR Part 403.5 the SOLID WASTE MANAGEMENT FACILITY is prohibited to allow certain discharge to the DISTRICT, including, but not limited to:

1. 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.
2. 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.
3. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in Interference;
4. 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.
5. 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 Approval Authority, upon request of the POTW, approves alternate temperature limits.
6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;
7. 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.
8. Any trucked or hauled pollutants, except at discharge points designated by the POTW.

9. Leachate with a pH less than 5.5 s.u. or greater than 10.0 s.u.

ARTICLE VIII - FACILITIES SHUTDOWN

The SOLID WASTE MANAGEMENT FACILITY 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 IX - TERM OF AGREEMENT

1. This Agreement shall be mutually binding upon both parties for a term of one (1) year from the date of execution with an option for an additional year renewal.
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 Sewer District's Local Law Number 1, 1984, both parties reserve the right to re-negotiate this Agreement.

ARTICLE X - INDEMNIFICATION

Where applicable to the discharge of LEACHATE, CAPITAL REGION 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 CAPITAL REGION LANDFILL, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

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SIGNATURE PAGE FOLLOWS.

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

COUNTY OF ALBANY

DATED: _____

BY: _____

Daniel P. McCoy
County Executive

or

Philip Calderone
Deputy County Executive

CAPITAL REGION LANDFILLS, INC.

DATED: _____

BY: _____

Name:

Title:

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

On the ____ day of _____, 2014, 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 ____ day of _____, 2014, before me, the undersigned, personally appeared Philip Calderone 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 _____)
COUNTY OF _____) SS.:

On the ____ day of _____, 2014, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC