



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
WATER PURIFICATION DISTRICT  
1 CANAL ROAD, SOUTH  
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207  
PHONE: (518) 447-1611 FAX: (518) 433-0369  
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ANGELO GAUDIO, P.E.  
EXECUTIVE DIRECTOR

January 30, 2022

Hon. Andrew Joyce  
Chairman  
Albany County Legislature  
112 State Street – Suite 710  
Albany, New York 12207

**Re: Contract Authorization for Leachate Treatment  
Waste Management-Greenridge RDF, LLC (Formerly Finch Waste CO. LLC)**

Dear Mr. Joyce,

The Albany County Water Purification District (District) is requesting a contract authorization with Waste Management-Greenridge RDF LLC, formerly known as Finch Waste Co. LLC, for the continued discharge of leachate from the Waste Management Landfill located at 19 Peters Rd, Gansevoort, NY to the District's North Plant per the conditions outlined in County Contract No. 4709 for 2019.

The contract shall be for a two (2) term with an option for a one (1) year renewal. Waste Management agrees to pay the District an annual fee of \$22,000, paid quarterly, plus a disposal fee of 02/100 dollars (\$0.02) per gallon of leachate discharged to the District.

Should you have questions please contact me at 518-447-1617.

Sincerely,

Angelo Gaudio, P.E.  
Executive Director

Enc: County Contract No. 4709 for 2019

cc: Dennis A. Feeney, Majority Leader  
Rebekah Kennedy, Majority Counsel  
Frank Mauriello, Minority Leader  
Arnis Zilgme, Minority Counsel

AGREEMENT BETWEEN  
THE COUNTY OF ALBANY  
AND FINCH WASTE CO., LLC  
FOR LEACHATE DISCHARGE AND TREATMENT AT THE  
ALBANY COUNTY WATER PURIFICATION DISTRICT NORTH PLANT

CONTRACT NO. 4709 FOR 2019

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 Finch Waste Co., LLC, a Delaware limited liability company, registered to do business in New York, with its principal place of business located at 1 Glen Street, Glens Falls, New York 12801 (hereinafter called the "LANDFILL," and the County and the LANDFILL may be referred to herein as the "[p]arties").

WHEREAS, the LANDFILL is the owner of the Finch Municipal Solid Waste Landfill located at 19 Peters Road, Gansevoort, New York 12813;

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

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

ARTICLE 1. DEFINITIONS

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

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 BOD<sub>5</sub> - 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 PROVISIONS

2.1 While it remains the LANDFILL is not on NYSDEC's Inactive Hazardous Waste Disposal Site in New York State and the LANDFILL has the authority and capacity to accept solid waste, the terms of this contract remains in effect. The requirements and conditions of this AGREEMENT are subject to change if this status/classification changes.

2.2 The LANDFILL, however, agrees to maintain the storage tank in good working order to store LEACHATE should the discharge of LEACHATE 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.

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 LANDFILL.

2.4 Recognized that the specific concentration of contaminants in the LEACHATE waste is variable in nature, 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.

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 BOD<sub>5</sub> 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 BOD<sub>5</sub> 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) and submitted to the DISTRICT. When the LANDFILL collects and analyzes 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 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, BOD<sub>5</sub> and TSS.

3.3 The LANDFILL agrees to inform the DISTRICT as to the analytical results it is required to perform as 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 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 on 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 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.

6.6 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.

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 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 their present state is prohibited.

6.9 Any modification of LANDFILL LEACHATE holding facilities as they presently exist shall be subject to the review of the DISTRICT.

#### ARTICLE 7. PERMIT AND APPROVAL

7.1 The LANDFILL 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.

7.2 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 to allow 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 Approval Authority, upon request of the POTW, approves alternate temperature limits.
- f. Petroleum oil, nonbiodegradable 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 at 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

This Agreement shall be mutually binding upon both parties for a term of one (1) year, commencing March 9, 2019 and ending March 8, 2020.

#### 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, 1984, both parties reserve the right to re-negotiate this AGREEMENT.

THIS SPACE LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

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

DATED: \_\_\_\_\_

3/21/19

COUNTY OF ALBANY

BY: \_\_\_\_\_



Daniel P. McCoy

Albany County Executive

or

Philip F. Calderone

Deputy County Executive

DATED: \_\_\_\_\_

FINCH WASTE CO., LLC

BY: \_\_\_\_\_



Name

Sr. District Manager

Title



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

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.:

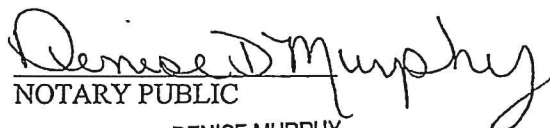
On the 29 day of March, 2019, before me, the undersigned, personally appeared Phillip F. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his 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

MICHAEL A. LALLI  
NOTARY PUBLIC STATE OF NEW YORK  
No. 01LA6322012  
Qualified in Albany County  
My Commission Expires March 30, 2021

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

On the 19 day of March, 20\_\_\_\_, before me, the undersigned, personally appeared Warren Harris IV, 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.

  
\_\_\_\_\_  
NOTARY PUBLIC

DENISE MURPHY  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN SARATOGA COUNTY  
REGISTRATION NO. 01MU4867899  
MY COMM. EXPIRES 06/18/2020



Waste Management -  
Green Ridge RDF, LLC  
424 Peters Rd  
Gansevoort, NY 12831  
518-636-2141

January 2, 2023

Mr. Angelo Gaudio  
Executive Director  
County of Albany Sewer District  
P.O. Box 4187  
Albany, New York 12204

**RE: Waste Management-Greenridge RDF, LLC Leachate Treatment-Contract**

Dear Mr. Gaudio:

Finch Waste Co LLC would like to request entering into a new agreement with the Albany County Sewer District to continue the disposal of leachate from our landfill, as our current contract is due to expire in May of 2023. We request the new agreement continues with the same two conditions of the original agreement, reserving the right to dispose of leachate for an annual fee of \$22,000, paid quarterly, and a disposal rate of zero and 02/100 dollars (\$0.02) per gallon. In addition, we request the agreement have the same two-year term with a one-year option to extend. If it's not an issue with you, we also request a name change on the new agreement to Waste Management-Greenridge RDF, LLC. The ownership remains the same, but we have renamed the facility.

We look forward to continuing our relationship with Albany County Sewer District. Should you have any questions regarding this request, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Warren A. Harris IV'.

Warren A Harris IV  
Sr District Manager