



SOLID WASTE MANAGEMENT FACILITY

NYSDEC Operating Permit # 6-2252-00007/00006

www.danc.org

23400 NYS Route 177
Rodman, NY 13682
(6 miles east of Route 81, Exit 42)

Phone: (315)232-3236
Fax: (315)232-3019

SERVICE RULES



Contact:

Jan M. Oatman
Customer Service Coordinator:
(315)232-3236 Extension 210
joatman@danc.org

Waste Receiving Hours:

Monday through Friday
7:15 a.m. --- 3:00 p.m.

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Solid Waste Management Facility (SWMF) Rules and Regulations

1. The Solid Waste Management Facility's waste receiving hours are Monday through Friday, 7:15 a.m. to 3:00 p.m. The facility is closed on the following holidays:
 - New Year's Day
 - Memorial Day
 - Fourth of July
 - Labor Day
 - Thanksgiving Day
 - Christmas Day

2. To use the Solid Waste Management Facility, haulers must apply for and be issued a SWMF Waste Hauler Permit. Permits are valid for a period of one year. Permits are not transferable. Permit renewal applications will be sent prior to expiration. The renewal application must be completed and returned along with any required documentation before the expiration date. Failure to renew the permit or supply the required documentation will result in the hauler's account being closed.

3. Hauler vehicles must be tandem axle or larger and "self-unloading". Vehicles must be equipped with front and rear tow hooks. All loads must be covered or tarped per DEC Law Enforcement Regulations. Haulers must tarp their loads in a manner that contains the waste in the vehicle and does not allow escaping litter. Loads will be detarped in designated areas only.

4. All hauler vehicles will be issued an individually numbered SWMF identification decal that will be prominently displayed in a location designated by SWMF personnel.

5. Haulers have the obligation to maintain and operate all vehicles entering the SWMF in a manner that minimizes noise, odor, and litter debris. Leachate will not be discharged on the premises of the SWMF except within the active cell area. The SWMF has the right to refuse entry to any vehicle that it determines not to be in compliance with these requirements.

6. The scale operator will direct traffic flow via a traffic light. Drivers will come to a complete stop at the approach ramp of the scale and proceed slowly on to the scale.

7. All vehicles entering facility must obey the 15 mph site speed limit.

Solid Waste Management Facility (SWMF) Rules and Regulations (Continued)

8. The hauler will supply the scale operator with all required information about the load to be disposed of. This includes the material type, the county of origin and any other pertinent information. Tipping fees will be billed to the hauling firm unless prior arrangements are made. Drivers unable to supply the necessary information will not be allowed to dump until the information can be obtained.
9. Any hauler willfully misrepresenting required information about the load or attempting to deliver other than acceptable waste as defined herein by the SWMF, may be subject to temporary or permanent revocation of their permit. The SWMF reserves the right to reject any load containing unacceptable or unauthorized waste. Additionally, the SWMF representative may hold the driver, the vehicle and its contents until representatives of the N.Y.S. Department of Environmental Conservation, or other regulatory body, has inspected the material. The SWMF may also take any corrective action it deems appropriate, but not limited to, excavating, loading, transporting and disposing the unacceptable waste at proper facilities all at the cost of the hauler. The hauler agrees to assist the SWMF or other legally constituted regulatory enforcement agency in efforts to identify the origin of unacceptable waste delivered to the SWMF.
10. Drivers and other personnel **must wear approved high visibility safety attire** at all times while outside their vehicle in the active landfill area. Approved apparel is a minimum of a safety vest that is reflective / high visibility meeting ANSI/SEA 107-1999 standard.
11. All loads are subject to inspection by SWMF personnel. If directed, the hauler shall discharge his load in a designated area for verification purposes.
12. Scavenging of dumped waste will not be permitted at any time.
13. Prohibited materials found within a load will be returned to the hauler.
14. Drivers must remain with their vehicle while at the SWMF. No person under the age of 16 is permitted outside of the vehicle. Drivers should not stand near the rear of the waste hauling vehicle while unloading. Unless required to operate vehicle unloading controls, drivers should stay in their vehicle at the working face. If necessary to exit the vehicle, the driver should make eye contact with landfill equipment operators before approaching any piece of equipment.
15. Spacing between vehicles while dumping is a minimum of 10 feet on either side. Dump trailers should have a minimum of 25 feet on each side of the truck.
16. It is the driver's responsibility to be sure that their vehicle is on firm, level ground before dumping.

Solid Waste Management Facility (SWMF) Rules and Regulations (Continued)

17. Receiving time restrictions may apply to certain materials as deemed necessary by SWMF management.
18. A 24 hour advance notice is required for the disposal of friable asbestos or any other material that may require special handling, to allow for mandatory site preparation. Asbestos, whether friable or non-friable, that is received and labeled as *asbestos, dangerous, or hazardous*, will be handled and billed as friable asbestos.
19. **No smoking** is allowed in the active landfill area.
20. Vehicles must be cleaned out in a designated area such that no debris leaves the vehicle outside the active landfill area.
21. Absolutely no overnight staging of waste on landfill property outside the active landfill area.
22. Dig out / unloading assistance for frozen or stuck loads will be provided. Assistance must be requested by the driver. Prior company authorization is required. Refer to the SWMF Dig Out Policy found on page 8.
23. If a hauling vehicle becomes stuck in the landfill, the SWMF will provide assistance under the following conditions: The driver must request assistance, the driver must attach the towing device(chain / cable) to the front or rear tow hooks on his vehicle, the driver shall remain in his vehicle during the retrieval process and apply slight power as the tow devices start to pull, and the SWMF shall not be liable for damages resulting from the retrieval process. The SWMF reserves the right to refuse assistance and require the hauler to obtain professional towing service.
24. Channel #2 on CB radios is monitored by landfill operators and can be used to coordinate disposal and vehicle movement on the working face. For safety purposes, it is highly recommended that hauler vehicles are equipped with CB radios. No cursing or other foul language will be tolerated on SWMF or CB radios.

Violations of these service rules may result in the individual violator being barred from the facility and / or the company's waste hauler permit being revoked.

Definitions

Acceptable Waste: All waste permitted at the Rodman Landfill is in strict accordance to NYCRR Part 360 Regulations and all applicable conditions set forth in the Operations Permit issued by the New York State Department of Environmental Conservation. The following definition describes the acceptable waste:

Non-hazardous solid waste, including municipal solid waste, commercial waste, industrial waste, construction and demolition debris, municipal and industrial sludges, and non-hazardous, petroleum contaminated soils as approved by SWMF staff.

Prohibited Waste: The following will not be accepted at the Solid Waste Management Facility:

- Hazardous wastes as identified in 6NYCRR PART 360-1.5(b).
- Waste oils: Including, but not limited to, used engine oil, fuel oil, motor oil, gear oil, cutting oil, transmission fluid, hydraulic fluid, dielectric fluid, or oil tank residues. Waste oil which is hazardous according to Part 371 and is not used oil, shall be regulated as a hazardous waste.
- Green waste: Including but not limited to leaves, grass, brush, garden and lawn cuttings, wood chips, tree limbs and/or tree stumps.
- Junked vehicles.
- Whole vehicle tires and/or parts of tires not deemed acceptable as a beneficial use waste as defined by NYCRR Part 360.
- Large dead animals.
- Septic tank pumpings.
- Liquid wastes.
- Explosives.
- Pesticides.
- Hot Ashes.
- Sealed containers: Including any intact containers larger than 10 gallon capacity that has not had the ends removed or have not been shredded.
- Radioactive materials: Source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954 and all subsequent amendments.
- Lead acid batteries, (motor vehicle batteries).

Cont'd next page

Prohibited Wastes Continued:

- Untreated, regulated medical waste and/or infectious waste.
- White goods, (refrigerators, freezers, air conditioners, dehumidifiers, stoves, etc.).
- Electronic equipment, (bulk loads of computers, monitors, etc.).
- Recyclable materials.
- Fluorescent lighting, and ballasts, (bulk quantities).
- Any container which held hazardous waste which is not considered empty according to 6NYCRR Part 371.1(f).
- Any unapproved commercial or industrial waste.
- Approved commercial or industrial waste not handled by a waste hauler who possesses a NYSDEC Part 364 Waste Transporter Permit

Special Waste:

Any waste that is composed of a material that has the potential to exhibit any characteristic of a hazardous waste as defined in NYCRR Part 371, Section 371.3 and 40 CFR Section 261; ignitability, corrosivity, reactivity, or toxicity, or any waste, due to its composition or origin, requires special handling for disposal. The SWMF reserves the right to require analytical testing, Material Safety Data Sheets (MSDS), profile forms or manifests as a condition of acceptance of such wastes. Special wastes require prior approval by authorized SWMF staff. Examples of special waste include, but are not limited to: non-hazardous petroleum contaminated soil, industrial and sewage sludges, some industrial wastes, and asbestos.



SOLID WASTE MANAGEMENT FACILITY

Unloading Assistance / Dig Out policy

All vehicles entering the facility to dispose of waste are required to be self – unloading. When a specific need requires it, assistance to release the load will be provided at no charge. This will be performed only under the following conditions:

1. Customer must have a signed “Dig Out Agreement” on file with the Development Authority of the North Country.
2. Driver must request the assistance after exhausting all reasonable efforts to self unload.
3. Customer assumes full liability for any damage to the vehicle, or any of its parts, during the dig out assistance that is not due to gross negligence on the part of the operator performing the dig out.
4. Dig Out will only be performed from the rear of the vehicle and any waste not removed from this procedure will be the responsibility of the customer.
5. Customer agrees that assistance will be performed according to the conditions of the working face traffic.
6. The Development Authority reserves the right to refuse dig out assistance in its sole discretion. Your cooperation with this policy will enable the Development Authority of the North Country to continue offering unloading assistance to our customers at no cost to you. Should there be a need to assist the same vehicle multiple times in a short period, we will require that your company resolve the issue causing the problem. Failure to do so will result in a charge for each dig out or refusal to allow the problem vehicle access to the waste management facility.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
SOLID WASTE MANAGEMENT FACILITY
RODMAN, NY**

DIG OUT AGREEMENT

Customer Name: _____

Address: _____

I, _____ acting as owner/agent/authorized representative of the above named organization do, hereby, acknowledge the requirements of the Development Authority of the North Country to perform unloading assistance, (dig outs), at the Solid Waste Management Facility. Furthermore, we will inform our drivers of this agreement and authorize them to initiate the unloading assistance as they deem necessary. This organization holds harmless and releases the Development Authority of the North Country, and any agent acting on their behalf, from all liability for any damage caused by the action of providing the unloading assistance. We realize that the personnel performing the assistance will take reasonable precaution to prevent any damage.

Authorized signature

Date

Title

ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF _____

ss:

On the ___ day of _____, 200___, before me, the undersigned, personally appeared _____, 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/her capacity, and that by his/her signature on the instrument, the individual, entity or person upon behalf of which the individual acted, executed the instrument.

Notary Public

Waste Hauler Permit Application Requirements

- Completed and signed Waste Hauler Permit Application (page 10)
- Proof of insurance (see requirements below)
- Copy of valid registration(s)
- Copy of NYS Part 364 Waste Transporters Permit (if applicable)
- Fully completed Credit Application

Waste Permit Insurance Requirements

The “Certificate(s) of Insurance” to be filed with the application shall be acceptable by the Authority and executed by the representatives of an insurance company duly licensed, authorized and qualified to do business in the State of New York, evidencing that said insurance company has issued liability and property damage insurance policies, with the Development Authority of the North Country, Solid Waste Management Facility, 23400 NYS Rt 177, Rodman, NY 13682 listed as “Certificate Holder”, covering the following:

- A. All motor vehicles owned or operated by the applicant or any other person, firm, or corporation employed by the applicant
- B. General liability protection covering applicant’s business operations and premises protecting the public and any person from personal injuries or property damages occasioned by acts or omissions of the applicant, his or her agents, and employees.

The “Certificate(s)” shall specifically evidence the following amounts of insurance coverage which ***shall remain in effect for the term of the permit*** and shall provide that written notice shall be given to the Development Authority of the North Country at least thirty (30) days prior to any change in the conditions of the certificate or any expiration or cancellation thereof.

- ◆ Automobile Liability Insurance – combined limits \$1,000,000
- ◆ General Liability Insurance - \$1,000,000
(***The Development Authority of the North Country must be listed as “Additional Insured”.***)

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
SOLID WASTE MANAGEMENT FACILITY

Waste Hauler Permit Application

(Please print or type)

Company Name: _____

Address: _____

City/State/Zip _____

Contact Person: _____

Phone # : _____ Fax #: _____

Federal ID #: _____

CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining this information, I believe that the submitted information is true, accurate and complete. I certify that no prohibited wastes and no wastes generated outside the Solid Waste Management Facility's service area with the exception of non-hazardous petroleum contaminated soil and other solid wastes for which the NYSDEC has issued a beneficial use determination pursuant to section 360-1.15 will be delivered in our firm's vehicle(s). Our firm agrees to indemnify and hold harmless the Development Authority of the North Country from any liability arising from the disposal of wastes delivered by our vehicle(s). I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Firm Name: _____

Print/Type Name _____ Title: _____

Signature: _____ Date: _____

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY (DANC)
SOLID WASTE MANAGEMENT FACILITY
Customer Credit Policies**

1. The Development Authority of the North Country (DANC) will extend credit under the terms of these service rules to waste hauler permit holders upon completion, submission, and acceptance of attached Credit Application, Authorization for Release of Credit Reference Information and Guarantee of Payment. The documents must be filled in completely, including fax numbers and the amount of credit being requested. Applications that are received incomplete will be subject to delays in processing.
2. DANC will bill all companies twice monthly. The billing periods will end on the 15th and the last day of each month, and the statements will be mailed as soon after the close of each billing period as practical.
3. DANC requires that all customers remit full payment for each billing period on or before the 30th day after the end of the period.
4. DANC will assess a late charge on all overdue accounts at the rate of 1 ½ % of the outstanding balance due for each month overdue.
5. If a customer's account is more than 10 days overdue, or their balance has reached their credit limit, the customer's charging privileges and / or permit may be revoked until the account is paid in full, including any accumulated late charges. The customer's charging privileges and / or permit may then be restored at the discretion of the Development Authority.
6. In cases where a customer's check is returned for insufficient funds, a \$20.00 service charge will be applied, and the customer's account will be considered overdue and the terms outlined above will apply.
7. The Development Authority, in its sole discretion, reserves the right to deny credit to anyone for any reason.
8. The Development Authority reserves the right to request an updated credit history and re-evaluate such approval at any time.
9. Please make checks payable to the **Development Authority of the North Country** and remit to 317 Washington St., Watertown, NY 13601.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
SOLID WASTE MANAGEMENT FACILITY**

23400 NYS RT 177
Rodman, NY 13682

Phone: (315) 232-3236

Fax: (315) 232-3019

Credit Application

(Please type or print)

COMPANY INFORMATION			
Company Name:		Date:	
Street Address:	City:	State:	Zip:
Mailing Address (If different):	City:	State:	Zip:
Phone Number:	Fax Number:	Email Address:	
Parent Company If Applicable:	City:	State:	Zip:
ORGANIZATIONAL PROFILE			
Please check: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Municipality <input type="checkbox"/> LLC <input type="checkbox"/> Other: _____			
Type of Business:			
Taxpayer ID Number:	Date Business Started:	Amount of Credit Requested:	
List all names, addresses, and telephone numbers of Owners, Partners, Officers & Directors: (Attach additional sheets as necessary)			
Do any unsatisfied judgments exist? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain:			
Have you ever filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain:			
REFERENCES-BANK			
<u>Bank Name:</u>			
Address:	City:	State:	Zip:
Contact:	Phone Number:	Fax Number:	

REFERENCES-TRADE (3 REQUIRED)

Credit Reference:

Address: _____ City: _____ State: _____ Zip: _____

Contact: _____ Phone Number: _____ Fax Number: _____

Credit Reference:

Address: _____ City: _____ State: _____ Zip: _____

Contact: _____ Phone Number: _____ Fax Number: _____

Credit Reference:

Address: _____ City: _____ State: _____ Zip: _____

Contact: _____ Phone Number: _____ Fax Number: _____

TERMS AND CONDITIONS

The Development Authority requires full payment for each billing period on or before the 30th day after the end of the period. A 1.5% late fee will be due if payment is not received within 30 days of the statement date. If a customer's account is more than 10 days past due, or their balance has reached their credit limit, the customer's charging privileges and / or permit may be revoked until the account is paid in full, including any accumulated late fees. If a collections action or legal action is required by the Development Authority, the Applicant will be responsible for all reasonable charges associated with the same, including attorney fees.

By my signature I certify that I have the authority to sign for the Authority and I grant permission to the Development Authority to run a credit history on the Applicant. I also certify that the information herein provided is true and accurate and attest to the same under the penalty of perjury.

(Signature)

(Printed Name)

(Title)

(Date)

Official Use:

Application Approved

Application Denied

Date: _____

By: _____

Title: _____

Reason:



Authorization For The Release Of Credit Information

The undersigned hereby authorizes and directs you to release any and all financial information in your possession regarding my accounts, loans, transactions, lending history or any other information that may be useful in determining my credit worthiness to the Development Authority of the North Country, Solid Waste Management Facility, 23400 NYS Rt 177, Rodman, NY 13682.

I also consent, agree and authorize you to orally advise the Development Authority of the North Country of any and all such information pertaining to my credit worthiness.

Finally, I agree to hold you and the Development Authority of the North Country harmless from any and all liability which may result from the transmission of any information provided hereunder. I am signing this release on behalf of the corporation, partnership or sole proprietorship for which, by my signature, I certify that I have the authority to sign.

I have read and understand the above:

Signature

Printed Name

Signed on behalf of:

Business Name: _____

Date: _____

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

Solid Waste Management Facility
23400 NYS Rt 177
Rodman, NY 13682

Guarantee of Payment of Haulers Indebtedness to the Development Authority of the North Country's Solid Waste Management Facility

In order to induce the Development Authority of the North Country (Authority) to extend credit to:

("Hauler"), the undersigned individual ("Guarantor") unconditionally guarantees to the Authority that the Hauler will promptly and punctually pay or cause to be paid when due any indebtedness owed by the Hauler to the Authority and, in default of such payment, the undersigned unconditionally promises and agrees to pay to the Authority, upon demand, all amounts which the Hauler shall owe the Authority whether such amounts now exist or shall hereafter arise, together with interest thereon and costs of collection, including reasonable attorneys fees ("obligations").

Guarantor further agrees (a) that this Guaranty shall not be affected or impaired by any extension, renewal, release or modification of the obligations secured thereby, or any one or more of them or of any term or provision thereof or of any instruments given in pursuance thereof or in exchange thereof or to supplement, extend, modify or take up the same or any security therefore, and (b) that without notice to or further consent of Guarantor, the Authority and the Hauler may deal with each other as they may see fit without in any way releasing or affecting the liability of guarantor or impairing the Authority's rights and remedies under this Guaranty, and (c) that the liability of the guarantor hereunder shall be immediate, direct and unconditional and may be enforced without the Authority pursuing any of its rights or remedies against the Hauler, its successors or assigns or against any security that the Authority may have, hold or be entitled to or against Guarantor or any other guarantor of said indebtedness, and (d) that the liability of Guarantor shall not be affected by any lack of authority or any other defense which the Hauler or Guarantor might have against the enforcement against them of any of the agreements referred to above.

Notice of any default or non-payment by the Hauler of the obligation or obligations and demand for payment and presentment and protest of any note or of any other related instrument and notice thereof or of dishonor, non-payment or protest are hereby waived by Guarantor.

No delay by the Authority in exercising any right, power or privilege under the obligations or this Guaranty or otherwise, shall operate as a waiver of any such privilege or right. This Guaranty and the liability of Guarantor hereunder shall be binding upon the heirs, distributees, legal representatives, successors, and assigns of Guarantor. All of the rights of the Authority may be assigned by it and shall inure to the benefit of its

successors and assigns; the Authority shall give notice to Guarantor of any assignment, but the failure to give notice shall not affect the validity or enforceability of this Guaranty.

If there is more than one person designated hereunder as Guarantor, their obligations under this Guaranty shall be joint and several and references to "Guarantor" in this agreement shall, where the context makes appropriate, refer to them and each of them.

IN WITNESS WHEREOF, Guarantor has signed this instrument on

Date

Signature

Business Name: _____

Address: _____

Federal ID#: _____

ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF _____

ss:

On the ___ day of _____, 200___, before me, the undersigned, personally appeared _____, 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/her capacity, and that by his/her signature on the instrument, the individual, entity or person upon behalf of which the individual acted, executed the instrument.

Notary Public