



Board Resolution No. 2023-08-60
August 24, 2023

**RECOGNIZING THE SERVICE OF JAMES C. HOLLENBECK
TO THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

Whereas, James C. Hollenbeck was appointed to serve as a member of the Development Authority of the North Country by Governor Andrew M. Cuomo on July 22, 2015, and

Whereas, he served for eight years from July 2015 through September 2023, and

Whereas, Jim has been an active member of the Authority Board, and served with distinction on the Audit Committee, Facilities Committee, and Project Development Committee during a period of growth for the Authority, and

Whereas, he served on the executive board of the Teamsters Local Union No. 687 serving as Trustee and as Recording Secretary, and

Whereas, Jim provided guidance and leadership on the Authority's special Relocation Committee, and

Whereas, Jim was a significant contributor to the attendance necessary for a quorum of the non-voting members essential to the Authority Board functioning, and

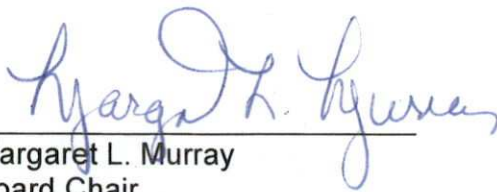
Whereas, Jim's expertise and leadership has brought great value to the Development Authority and the region.

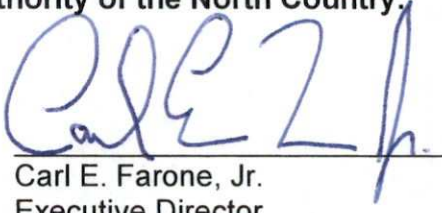
Now, therefore, be it

RESOLVED, that the Development Authority of the North Country does herewith recognize the dedication and service of James C. Hollenbeck as a member of the Development Authority of the North Country, and be it further

RESOLVED, that the Development Authority of the North Country expresses its sincere gratitude and appreciation for Jim's time, commitment, and service to the people of the North Country.

Adopted August 24, 2023, Development Authority of the North Country.


Margaret L. Murray
Board Chair


Carl E. Farone, Jr.
Executive Director



Board Resolution No. 2023-08-61
August 24, 2023

TECHNICAL SERVICES AGREEMENT
PAUL SMITH'S COLLEGE OF ARTS & SCIENCES
WATER & WASTEWATER INFRASTRUCTURE IMPROVEMENTS

Whereas, the Development Authority of the North Country (Authority) is the Local Development District (LDD) for the Northern Border Regional Commission (NBRC) for Jefferson, Lewis, St. Lawrence and Franklin counties, and

Whereas, Paul Smith's College of Arts and Sciences (Paul Smith's) received a NBRC grant for \$675,452 to improve its water and wastewater infrastructure, and

Whereas, Paul Smith's is a critical anchor institution that was established in 1937 and is the only college within the Adirondack Park that offers Bachelor's degrees in forestry and forestry related programs, which are critical to building a skilled workforce needed for forest businesses, and

Whereas, the Authority, pursuant to a separate agreement will be providing grant administration services as Franklin County's LDD, and

Whereas, Paul Smith's has requested additional technical assistance from the Authority to provide project management services, assist with the procurement of consulting engineering services, assist with compliance with the National Environmental Policy, and assist with the development of a comprehensive funding strategy related to water and wastewater system improvements, and

Whereas, the total cost for the Authority to deliver these services shall not to exceed fee of \$15,000.

Now, therefore be it

RESOLVED, that the Technical Services Agreement, by and between the Authority and Paul Smith's College of Arts and Sciences, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

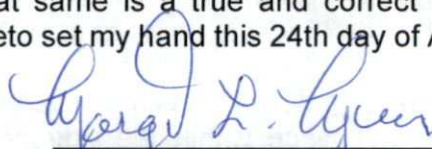
Motion by: M. Hall
Seconded by: D. Mastascusa

| | | | |
|----------------------|-----------------------------|---------------------------|-------------------------|
| Bibbins – Yes | Hefferon – Yes | Hunt - Present | Mastascusa - Yes |
| Doheny – Yes* | Henry – Absent | MacKinnon – Absent | Murray - Yes |
| Hall – Yes | Hollenbeck – Present | McGrath – Present* | Virkler - Yes |

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-08-61 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 24th day of August, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of August, 2023.



Margaret L. Murray
Board Chairperson

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS**

WITH THE

PAUL SMITH'S COLLEGE OF ARTS AND SCIENCES

This Agreement entered into this ____ day of _____ 2023, by and between:

PAUL SMITH'S COLLEGE OF ARTS AND SCIENCES, a non-profit corporation in the State of New York, having an office and principal place of business located at 7777 NY-30, Paul Smiths, New York, 12970 herein after referred to as the "College",

And

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a public benefit corporation organized and existing under the laws of the State of New York, having an office and principal place of business located at 317 Washington Street, Watertown, New York 13601, hereinafter referred to as the "Authority".

Recitals

1. The College intends to carry out necessary wastewater and water infrastructure improvements at the college campus in Paul Smiths to support the continued operation and growth at the college. The College was awarded a \$675,452 grant from the Northern Border Regional Commission (NBRC22GNY07).
2. The College has entered into an agreement with the Authority to provide technical service for the administration of NBRC grant as the Local Development District.
3. The College has requested additional technical services associated with the planning, design, and construction of the necessary infrastructure improvements.
4. The College has requested technical services from the Authority to assist the College with this project. At its Board meeting held on _____, 2023, the Board selected the Authority to assist with this task. **A copy of this Resolution has been attached as Exhibit A.**
5. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. The scope of services that will be performed by the Authority consists of the following:

Phase 1 – Project Development

The first phase of the project is to identify the technical and budgetary requirements associated with addressing the infrastructure needs that have been identified by College staff.

a. Project Management:

The Authority will coordinate all aspects of the project through completion of the Preliminary Engineering Report (PER) necessary to develop project scope and budget. Services will include coordinating with College staff throughout the project to identify and prioritize infrastructure needs; soliciting and coordinating the services of an engineering firm to be contracted by the College; assisting with the development of project scope and funding strategy; and coordinating monthly project meetings.

b. Development of the PER Request for Proposal (RFP):

The Authority will work with the College to develop a customized RFP package defining the scope of work the College desires to complete. The process and RFP requirements shall comply with Paul Smith's and funding agency procurement requirements.

c. RFP Oversight:

The Authority will assist the College in its selection of a firm by providing services to: conduct the RFP solicitation process; answer engineer questions during the RFP phase; attend and administer a pre-proposal meeting; open received proposals; provide a tabulation of responsive proponents; attend interviews, if requested; and review the proposed services agreement. The College will make the final selection of the firm and execute the contract upon final recommendation of the College legal counsel.

d. PER Preparation:

The Authority will manage the PER preparation process to a timely completion. The Authority will provide input to the PER development regarding the Paul Smith's needs and system operations, and review the PER once completed to provide final comments.

e. Environmental Review:

The Authority will assist the College in completing both National Environmental Policy (NEPA) and State Environmental Quality Review Act (SEQR) regulations for the infrastructure improvements identified in the PER.

f. Funding/Financial Strategy:

The Authority will assist the College in developing a funding strategy to complete the necessary improvements. This will include grant recommendation and application preparation/review at the request of College staff.

Phase 2 – Project Implementation

The second phase of the project will include final design, bidding, and construction of the necessary improvements. If requested by the College the Authority can provide an amendment to assist with Phase 2 services.

- The College shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1). The Authority issues an updated rate table annually on April 1; however, the total cost of such services through completion of Phase 1, as defined above, shall not exceed \$15,000. The fee is based on an anticipated 12-month duration once written authorization to proceed by a signed agreement is issued. This agreement will terminate when the scope of services is completed or at which time the College elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the College within 30 days of receipt of each invoice.

TABLE 1 – FYE2024 HOURLY RATES

| Employee Wage Rate | Standard | Overtime |
|--|-----------------|-----------------|
| Director of Engineering | \$132 | NA |
| Assistant Director of Engineering | \$100 | NA |
| Controls Engineer | \$95 | NA |
| Project Engineer | \$85 | NA |
| GIS Supervisor | \$85 | NA |
| GIS Analyst | \$78 | NA |
| Director of Water Quality Management | \$110 | NA |
| Assistant Director of Water Quality Management | \$105 | NA |
| Water Quality Supervisor - Operations | \$87 | NA |
| Water Quality Supervisor - Management Services | \$83 | NA |
| Water Quality Senior Operator | \$70 | \$89 |
| Water Quality Coordinator | \$70 | NA |
| Water Quality Operator | \$63 | \$80 |
| Administrative Specialist | \$62 | \$80 |
| Water Quality Technician | \$55 | \$71 |

- The College shall provide the reasonable support services of its attorney other staff as appropriate to assist in implementing the project.

4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.
5. The College shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
6. The College shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the College as additional insured on the liability policy.
7. The College will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance, intentional or negligent acts or omissions, of the College, its officers, agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the College against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance, or negligent acts or omissions, of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
8. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the College for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The College will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
9. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the College. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended Agreement.
10. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The College shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the College arising

hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

11. The Authority is an independent contractor with the College and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
12. No waiver by College or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
13. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
14. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
15. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid to the addresses indicated above.
16. The College and/or Authority may terminate this Agreement with or without cause upon 30 days prior written notice provided however, that the College shall pay the Authority all costs incurred by the Authority to the date of termination.

All of the above is established by the signatures of the authorized representatives of the parties set forth below.

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____

Carl E. Farone, Jr.
Executive Director

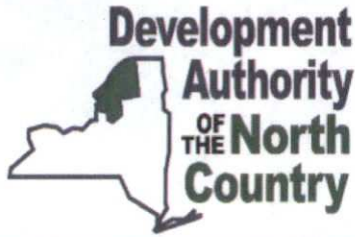
Date: _____

**PAUL SMITH'S COLLEGE
OF ARTS AND SCIENCES**

By: _____

Daniel Kelting
Interim President

Date: _____



Board Resolution No. 2023-08-62
August 24, 2023

**TECHNICAL SERVICES AGREEMENT
VILLAGE OF MALONE
LEAD SERVICE LINE INVENTORY**

Whereas, pursuant to **Resolution No. 2021-12-131**, the Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an agreement to provide Management Services for the Village's Water and Wastewater Treatment Facilities, and

Whereas, the United States Environmental Protection Agency (EPA)'s Revised Lead and Copper Rule requires that all municipalities with public water systems complete an inventory of their system by October 16, 2024, and

Whereas, the Authority completed and submitted an application in August 2022 on behalf of the Village for funding through the Drinking Water State Revolving Fund, Bipartisan Infrastructure Law Lead Service Line Replacement (BIL-LSLR) Federal Fiscal Year 2022 to complete a Lead Service Line Inventory (LSLI), and

Whereas, the Village's application was successful and received a \$190,358 BIL-LSLR grant award, and

Whereas, the Village has requested technical services from the Authority to include project management, funding/financial administrative assistance, and LSLI development ahead of the October 2024 deadline, and

Whereas, the total cost for the Authority to deliver these services shall not to exceed fee of \$55,500.

Now, therefore be it

RESOLVED, that the Technical Services Agreement, by and between the Authority and the Village of Malone, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

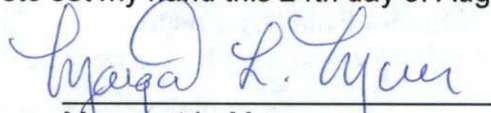
Motion by: D. Mastascusa
Seconded by: E. Virkler

| | | | |
|----------------------|-----------------------------|---------------------------|-------------------------|
| Bibbins – Yes | Hefferon – Yes | Hunt - Present | Mastascusa - Yes |
| Doheny – Yes* | Henry – Absent | MacKinnon – Absent | Murray - Yes |
| Hall – Yes | Hollenbeck – Present | McGrath – Present* | Virkler - Yes |

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-08-62 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 24th day of August, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of August, 2023.



Margaret L. Murray
Board Chairperson

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
LEAD SERVICE LINE INVENTORY**

**WITH THE
VILLAGE OF MALONE**

This Agreement entered into this ____ day of _____ 2023, by and between:

VILLAGE OF MALONE, a municipal corporation of the State of New York having an office building and principal place of business located at 343 W. Main Street, Malone, NY 12953, herein after referred to as "Village",

And

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a public benefit corporation organized and existing under the laws of the State of New York, having an office and principal place of business located at 317 Washington Street, Watertown, New York 13601, hereinafter referred to as "Authority".

Recitals

- A. The Authority has been working with the Village of Malone since 2018 to provide Water Quality Management and Engineering services related to the Village's water and wastewater facilities.
- B. The Authority completed and submitted an application in August 2022 on behalf of the Village for funding through the Drinking Water State Revolving Fund, Bipartisan Infrastructure Law Lead Service Line Replacement (BIL-LSLR) Federal Fiscal Year 2022 federal capitalization grant to complete a Lead Service Line Inventory (LSLI).
- C. The Village's application was successful receiving a \$190,358 BIL-LSLR grant award through the Drinking Water State Revolving Fund (DWSRF).
- D. The Village has requested technical services from the Authority to assist the Village with this project. At its Council meeting held on _____, the Council approved the Authority to assist the Village with this task. **A copy of this Resolution has been attached as Exhibit A.**
- E. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. The scope of services that will be performed by the Authority is as follows:

a. Project Management:

The Authority will coordinate all aspects of the project through completion of the LSLI that is required by the New York State Department of Health (NYSDOH) ahead of the October 24, 2024 deadline. Services will include coordinating with Village staff throughout the project duration; coordinating monthly project meetings, and if necessary soliciting and coordinating the services of an outside contractor to be contracted by the Village.

b. Funding/Financial Administrative Assistance:

Provide assistance with budgets, financial report preparation, progress reports, MWBE reporting, preparation of drawdown requests, review of supporting documentation, and other mandatory funding agency requirements as required by the terms of the.

c. Records Review and Predictive Modeling:

The Authority will review existing records for the water system to make a determination of the service line composition of the 2,475 service connections. Record searches will include reviewing engineering plans and specifications, service line and meter installations, maintenance records, and local plumbing codes. Based on the records, predictive modeling will be used for properties with limited record information.

d. Public Outreach:

The Authority will develop informational documentation for Village distribution to inform Village users of the regulatory requirements the Village must satisfy.

e. Visual Observation/Inspections:

The Authority will coordinate site visits with property owners and residents to aid in service lateral composition determination. Site visits will be conducted by Village staff.

f. Lead Service Line Inventory Preparation:

The Authority will develop the LSLI in a Microsoft Excel template, which has been provided by the NYSDOH. The complete LSLI will be submitted on behalf of the Village once approved by the Village.

2. The Village shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) The Authority issues an updated rate table annually on April 1; however, the total cost of such services shall not exceed \$55,500. The fee is based on an anticipated completion of the LSLI by July 1, 2024. This agreement will terminate when the scope of services is completed or at which time the Village elects to discontinue services. Should the Village elect to proceed with additional services related to the development of the LSLI, the Authority will provide an amendment to this agreement with a not to exceed estimate for those services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

TABLE 1

| Employee Wage Rate | Standard | Overtime |
|--|-----------------|-----------------|
| Director of Engineering | \$132 | NA |
| Assistant Director of Engineering | \$100 | NA |
| Controls Engineer | \$95 | NA |
| Project Engineer | \$85 | NA |
| GIS Supervisor | \$85 | NA |
| GIS Analyst | \$78 | NA |
| Director of Water Quality Management | \$110 | NA |
| Assistant Director of Water Quality Management | \$105 | NA |
| Water Quality Supervisor - Operations | \$87 | NA |
| Water Quality Supervisor - Management Services | \$83 | NA |
| Water Quality Senior Operator | \$70 | \$89 |
| Water Quality Coordinator | \$70 | NA |
| Water Quality Operator | \$63 | \$80 |
| Administrative Specialist | \$62 | \$80 |
| Water Quality Technician | \$55 | \$71 |

3. The Village shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project.
4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.
5. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.

6. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Village, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Village shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
10. The Authority is an independent contractor with the Village and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
11. No waiver by Village or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

All of the above is established by the signatures of the authorized representatives of the parties.

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

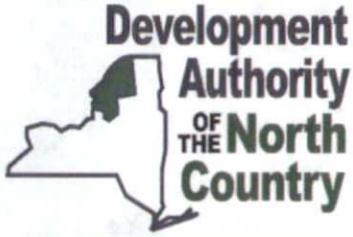
VILLAGE OF MALONE

By: _____

By: _____

Carl E. Farone, Jr.
Executive Director

Andrea M. Dumas
Mayor



Board Resolution No. 2023-08-63
August 24, 2023

**OPERATING PERMIT RULES AND REQUIREMENTS
MATERIALS MANAGEMENT FACILITY
REVISION**

Whereas, the Development Authority of the North Country operates the Materials Management Facility, a regional landfill, under New York State Department of Environmental Conservation Operating Permit #6.225/00007/00006, and

Whereas, the Operating Permit issued to the Authority requires the establishment of operating rules and requirements applicable to entities which utilize the regional landfill, and

Whereas, to obtain access and utilization of the regional landfill requires the user to possess a valid access permit issued by the Authority upon the user certification of their understanding and acceptance of all applicable rules, local laws, State and Federal requirements, and

Whereas, to obtain an access permit, the user shall complete an application provided by the Authority, provide adequate proof of insurance and pay an annual permit processing fee to the Authority, and

Whereas, pursuant to **Resolution No. 2023-05-35** the Development Authority of the North Country's Solid Waste Landfill Rules were last revised, and

Whereas, it is necessary for Executive Management to periodically review and update said permit requirements, rules and fees, to accurately reflect current requirements, and

Whereas, modifications have been made to Section 11.3 Radiation Detection and Section 11.4 Special Waste to clarify Authority procedures to ensure regulatory compliance with the Authority's 6 NYCRR Part 360 Operating Permit.

Now, therefore be it

RESOLVED, that the Authority Executive Director is hereby authorized to implement said rules, applications, permits and fees attached hereto and incorporated into this Resolution, effective August 24, 2023.

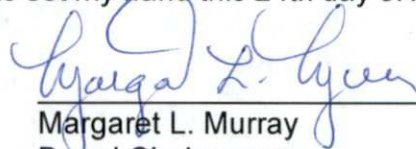
Motion by: K. Bibbins
Seconded by: M. Hall

| | | | |
|----------------------|-----------------------------|---------------------------|-------------------------|
| Bibbins – Yes | Hefferon – Yes | Hunt - Present | Mastascusa - Yes |
| Doheny – Yes* | Henry – Absent | MacKinnon – Absent | Murray - Yes |
| Hall – Yes | Hollenbeck – Present | McGrath – Present* | Virkler - Yes |

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-08-63 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 24th day of August, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of August, 2023.



Margaret L. Murray
Board Chairperson

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

MATERIALS MANAGEMENT FACILITY

Solid Waste Disposal Permit Requirements, Permit Application & Landfill Site Rules

NYSDEC Operating Permit # 6-2252/00007/00006



**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
MATERIALS MANAGEMENT FACILITY**

23400 NYS RT 177

RODMAN, NY 13682

PHONE: (315) 661-3230 FAX: (315) 661-3231

www.danc.org

www.northcountryrecycles.org

Rev. MARCH 2023

Development Authority of the North Country Governance Policies

Subject: Solid Waste Disposal Permit Requirements,
Permit Application and Landfill Site Rules

Adopted: August 24, 2023

Resolution: 2023-08-63



Solid Waste Disposal Permit Requirements, Permit Application and Landfill Site Rules

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These rules and regulations apply to the disposal of all solid waste at the Development Authority of the North Country's (the Authority) Materials Management Facility (MMF), Rodman, NY. In addition, the provisions of Local Law 1 of 2014 for Jefferson County, Local Law 3 of 2015 for Lewis County and Local Law 2 of 1997 amending Local Law 5 of 1991 for St. Lawrence County (Local laws) shall be applicable to all permits issued hereunder and must be fully complied with by the permit holder.

SECTION 1.0 INTRODUCTION

All companies, haulers, municipalities or other entities shall obtain a permit issued by the Development Authority of the North Country authorizing the permit holder to dispose of solid waste at the Authority's regional landfill in Rodman, NY.

1. Any permit issued by the Authority shall be subject to the terms, conditions, rules and regulations set forth hereunder, in the Local Laws, as well as any other applicable laws, statutes, ordinances, rules, regulations and procedures.
2. The Authority reserves the right to deny a permit to any hauler, company, partnership, municipality or other entity that it deems unfit based on prior activities, information submitted in the permit application or obtained from reliable sources.
3. The Authority reserves the right to revoke any permit for failure to comply with the terms, conditions, rules and regulations set forth hereunder and/or set forth in the Local Laws, as well as any other applicable laws, statutes, ordinances, rules, regulations and procedures.
4. The Authority reserves the right to refuse to renew a permit in the event the permit holder has failed or is failing to comply with terms, conditions, rules and regulations set forth hereunder, and/or set forth in the Local Laws, as well as any other applicable laws, statutes, ordinances, rules, regulations and procedures.
5. Failure to comply with the terms, conditions, rules and regulations, and requirements of a permit issued hereunder and/or failure to comply with the Local Laws, shall subject any such permit holder to penalties, including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.

SECTION 2.0 PERMIT TERMS AND CONDITIONS

1. This permit shall be renewed in accordance with the provisions set forth in these procedures.
2. The permit holder must comply with all applicable Federal, State, County, municipal and Authority requirements, statutes, laws ordinances, rules and regulations.
3. Permit holders shall respond to any information requests from the Authority in the method and timeframe specified therein.
4. All loads of solid waste must be covered upon arrival at the Materials Management Facility. Failure to tarp, or cover, loads arriving at the landfill may result in penalties including, but not limited to, monetary fines and revocation of permits.
5. The permit holder shall use only the routes designated in the permit application for delivery of solid waste to the Authority's Landfill. (See Section 5.0)
6. Solid waste and recyclables shall not be co-mingled at any time. (See Section 6.0)
7. The permit holder shall procure and maintain vehicle and general liability insurance throughout the term of the Permit. (See Section 7.0)
8. Only waste originating from Jefferson, Lewis, and St. Lawrence Counties shall be accepted at the facility without prior authorization from the Authority. Authorization shall be determined by the Director of Materials Management based on beneficial use, and need for the proposed waste. Beneficial use waste from outside the tri-county area shall require approval from the Executive Director.

SECTION 3.0 PERMIT PROCESS

1. Companies, haulers, municipalities or other entities must apply for and be granted a MMF Waste Disposal Permit. Permits are valid for a period of one year, from April 1st through March 31st. Permit applications received after April 1st, but before March 31st, will be valid only through March 31st and will not be prorated. The permit application form must be filled out completely and submitted along with the appropriate fees and required documentation or it will be returned or denied at the Authority's discretion. Applicants shall supply a Certificate of Insurance (See Section 7) to the Authority at the time their application is submitted.
2. Upon receipt of the permit application, Authority staff shall review the application for completeness and accuracy. If information presented by the applicant appears accurate and complete, and applicant deemed fit to be issued a permit, the permit will be granted.
3. The Authority will send a permit renewal application prior to the permit expiration date, if the permittee remains in good standing. The renewal application must be completed and returned along with any required fees and documentation before the expiration of the current permit. Failure to submit the renewal application or provide the required fees and documentation will result in the expiration of the hauler's permit. A new and complete application must then be submitted for reinstatement.
4. Upon issuance of a permit, the hauler will be given an identification decal for each vehicle that has been registered on the permit application and for which the registration fee has been submitted. The decal is specific to the vehicle and shall not be affixed to any other vehicle for any reason. The decal must be affixed to the appropriate vehicle prior to entry in the landfill. The hauler must complete the vehicle registration form and remit the appropriate fee for any vehicle that the hauler wishes to add to the permit. Only vehicles registered to the applicant may be added to the applicant's permit. The form may also be used to update any information about existing permitted vehicles, such as license plate changes. There will be no charge for modifications of that nature.

SECTION 4.0 ENFORCEMENT

Failure to comply with any provision of relevant Federal, State or Local laws or these Rules and Regulations, may subject the permit holder to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit, reporting to regulatory agencies or any other action deemed appropriate by the Authority. The Authority reserves the right to assess monetary penalties for violations of these permit rules and regulations that escalate with repeat offenses.

SECTION 5.0 APPROVED LANDFILL ROUTES

A condition of a permit to use this facility requires that you and/or your employees use the following main routes for delivery of any solid waste to the Materials Management Facility, located at 23400 NYS Rt. 177, Rodman, NY.

From points north: Interstate 81 South or US Rt. 11 South to NYS Rt. 177 East

From points south: Interstate 81 North or US Rt. 11 North to NYS Rt. 177 East

From points east: NYS Rt. 12 or County Rt. 194 to NYS Rt. 177 West

Waste hauling vehicles should not use County Rt. 69, County Rt. 68 (Zoar Rd.), County Rt. 155 (Dry Hill Road) or Fuller Road. The only exception is if you are coming directly from a designated customer on those roads. Waste haulers that are reported to be traveling these roads may be asked for verification of the load origin and may be subject to penalties including, but not limited to, monetary penalties and/or revocation of the Permit holder's permit.

SECTION 6.0 RECYCLING

Recycling is mandated by New York State General Municipal Law § 120-aa. Under this law, municipalities are required to enact local recycling laws. Please refer to the local laws of the counties that you service for specific requirements. The Authority prohibits the commingling and disposal of recyclables with solid waste. In order to qualify for a waste disposal permit at the Authority's landfill, a hauler of solid waste **must**:

1. Offer customers recycling services in addition to solid waste disposal.
2. Inform customers that they are strictly prohibited from disposing of recyclable materials in their solid waste.
3. Provide information to customers about what materials are collected for recycling in this region and what is prohibited from being disposed of in the trash.
4. Provide updates to customers as new recycling laws are enacted or as new items are accepted for recycling at recycling facilities.
5. Spot check customer loads for compliance with recycling.
6. Disclose to the Authority how recyclables are collected, where the collected recyclables are disposed of and provide annual tonnages of recyclables collected on the recyclable report form that is sent to the permit holder annually at the beginning of the year for the previous year's activities.

Additionally:

1. Loads containing 30% or more recyclable material, as determined by Authority staff, may be subject to surcharges, fines or rejection of the load. Surcharge will be double the tipping fee rate at a minimum.
2. Companies with repeat violations of excessive recyclables in their loads may be subject to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.
3. Permits will not be issued to waste haulers that collect solid waste but do not offer recyclables collection.
4. Unacceptable wastes as defined in 11.2 of this section may be returned to the hauler for proper disposal if the unacceptable waste is still intact and may be safely returned to the hauler's vehicle, preferably by mechanical means.

SECTION 7.0 INDEMNITY AND INSURANCE REQUIREMENTS

To the fullest extent permitted by law, the Permit Holder shall defend and indemnify the Authority, all of its officers, agents, and employees from and against all liability, claims, damages or losses in any way arising out of or resulting from the transporting or dumping of waste or the operation of the permit holder's vehicles or equipment whether or not such claim, damage, loss or expense is based in whole or in part [or solely] upon any negligent act or omission of the Authority or any of its officers, employees or agents.

Please submit a current certificate of insurance with this application. Do not send under separate cover.

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. The Authority must be listed as certificate holder as listed below and cover the following:

Development Authority of the North Country
Materials Management Facility
23400 New York State Route 177
Rodman, New York 13682

1. Commercial General Liability

- Commercial General Liability with Limits of Insurance not less than \$1,000,000 each Occurrence and \$2,000,000 Aggregate, \$2,000,000 Products & Completed Operations Aggregate ("Completed Operations Coverage").
- No deductibles allowed.
- CGL coverage shall be written on ISO Occurrence Form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, Products & Completed Operations coverage, and personal and advertising injury and contractual liability. Copy of General Liability schedule of forms and endorsements may be requested for further review.

2. Automobile Liability

- Business Auto Liability with limits of at least \$1,000,000 Combined Single Limit.
- Business Auto Liability must provide coverage for all owned, non-owned and hired/borrowed automobiles.
- If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Permit Holder shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90). Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.

3. Workers Compensation/Employers Liability

- Workers Compensation and Employers Liability shall be maintained for the State of New York and the Authority for all employees with coverage meeting the required statutory limits for this insurance.
- The Permit Holder must obtain ONE of the following forms as proof of Workers' Compensation coverage:
 - **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or
 - **Form U-26.3** issued by the State Insurance Fund; or
 - **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or
 - **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or

- **CE-200**– Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.
- On forms where a certificate holder can be indicated, the name of the Development Authority of the North Country shall be entered in this field, as the insurance carrier will notify the certificate holder if a policy is canceled.

4. Commercial Umbrella Policy

- Umbrella Limits must be \$1,000,000. Umbrella policy must follow form on the Commercial General Liability, Automobile Liability and Workers Compensation/Employers Liability.

5. New York State Disability/Paid Family Leave

- Coverage must be statutory for all employees in New York State.
- Proof of Disability Benefits Coverage:
- To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the Development Authority of the North Country (Authority). For each new contract or contract renewal, the Authority must obtain ONE of the following forms from the Contractor to prove the Contractor has appropriate disability benefits insurance coverage:
 - **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
 - **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
 - **CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage

Primary Coverage: All insurance policies shall provide that the required coverages shall apply on a primary and not on an excess or contributory basis to any other valid and collectible insurance that may be available to any Additional Insureds. Any insurance maintained by any Additional Insureds shall be excess of and shall not contribute with the Permit Holder's insurance regardless of any "other insurance" clauses contained in any Additional Insureds policies.

Additional Insureds: Except Workers Compensation Permit Holder shall name the Development Authority of the North Country, the State of New York, as additional insureds with respect to all operations at the Landfill. The additional insured status shall be on a primary and non-contributing basis over all other valid and collectible insurance. Attached to each applicable certificate of insurance shall be copies of the Additional Insured Endorsements.

Cancellation. The Insurance *shall remain in effect for the term of the permit* and all policies shall be endorsed to 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.

Waiver of Subrogation: Waivers of subrogation applies in favor of the Authority to the extent damages are covered by Commercial General Liability (including Products & Completed Operations Coverage), Automobile Liability, Commercial Property/Inland Marine, Commercial Umbrella, Workers Compensation/ Employers Liability, and any other insurance or self-insurance of the Permit Holder. Permit Holder waive all rights against the Authority, the State of New York. The policies shall provide such waivers of subrogation by endorsement or otherwise. The waivers of subrogation shall be effective even though the Authority, the State of New York would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premiums directly or indirectly, and whether or not any of them had an insurable interest.

****Important****

It is the responsibility of the permitted hauler to ensure that a current certificate of insurance is sent to the Materials Management Facility upon renewal of your insurance policy. This may or may not coincide with the renewal date of your permit. Haulers will not be allowed to enter the facility if their certificate(s) have expired, if the Authority is not listed as certificate holder or additional insured where required or if a cancellation notice is received without being followed by a reinstatement notification.

SECTION 8.0 MATERIALS MANAGEMENT FACILITY REQUIREMENTS

1. Materials Management Facility Information

The Materials Management Facility is located at 23400 NYS Rt. 177, Rodman, NY. Waste receiving hours are Monday through Friday, from 7:15 AM to 3:00 PM. The facility is closed on the following holidays:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Tipping fees are based on weight as determined by the Authority's scales. Rates are determined annually by the Authority Board of Directors. Gate rates and any other applicable charges can be found on the Authority's website, www.danc.org.

2. Vehicle Requirements

- 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 tarped per DEC Law Enforcement Regulations and in a manner such that it contains the waste in the vehicle and does not allow escaping litter.
- Vehicles must be in good repair such that leachate does not discharge from the vehicle except within the active landfill area.
- All vehicles must be equipped with a functioning audible back up alarm. All vehicles must be equipped with a functioning CB radio.

Note: The MMF has the right to refuse entry to any vehicle that it determines not to be in compliance with these requirements.

3. Safety Requirements

- Drivers and other personnel must wear approved reflective, high visibility safety attire at all times while outside their vehicles in the active landfill area. Approved apparel is a minimum of a safety vest. All outer garments (safety vest, t-shirt, sweatshirt, jacket if the outermost layer of clothing) must meet or exceed ANSI/ISEA 107-2020, Class II standards, with no obstructions and in a condition such that the reflectivity or visibility is not compromised.
- Drivers and other personnel are required to wear an **approved** hardhat, meeting a minimum of ANSI/ISEA Z89.1-2014, Class C, Type I or Type II standard at all times while outside their vehicles in the active landfill area. Bump caps do not satisfy this requirement.
- Drivers and other personnel are required to wear **appropriate** footwear while outside their vehicle in the active landfill area. Approved footwear must meet ASTM F2413-18 (PR) standards, which has steel toes and are puncture resistant.
- The use of safety glasses while outside the vehicle in the active landfill area is required.
- All vehicles are required to have a working CB radio set on Channel 2 to enable communication with MMF operations personnel and will be required to make contact with MMF staff before proceeding up to the working face. MMF personnel monitor Channel 2. No cursing or other foul language will be tolerated on CB or MMF radios.

- Backup alarms are required and must be in working condition.
- When entering the active landfill area, drivers will stop at the point where indicated by signage. The driver **will not** proceed to the tipping floor until he has been notified by MMF operations personnel (on the CB radio) to do so.
- **The use of cell phones, ear buds, company radios or any other non-authorized audio equipment while operating any motor vehicle is prohibited on Authority property.** CB use is permitted in the active landfill area for communication with operators **only when the vehicle is not moving.**
- **No smoking** is allowed in the active landfill area or within 25 feet of any building at any time.
- Drivers must remain with their vehicle while at the MMF. No person under the age of 16 is permitted outside the vehicle.
- Spacing between vehicles while dumping is a minimum of 15 feet on either side. Dump trailers should have a minimum of 25 feet on each side of the truck.
- Drivers should not stand near the rear of the vehicle while unloading. Unless required to operate vehicle unloading controls, drivers should remain in their vehicle at all times at the working face. If necessary to exit the vehicle, drivers should make eye contact with landfill equipment operators or any other vehicle operator and wait for direction before approaching.
- The Authority reserves the right to detain any waste hauling vehicle and its driver on site for any reason deemed appropriate until the matter that warranted the detention is resolved.

4. Stormwater Pollution Prevention

The facility permit prohibits non-stormwater discharges. The term non-stormwater discharges includes: vehicle fluids, drained free liquids from dumpsters and leachate. In an effort to minimize stormwater pollution the following items are required:

- Vehicles must be in good repair such that liquids or materials do not discharge from the vehicle except within the active landfill area.
- Prior to leaving the working face a vehicle walk-around shall be completed to ensure there are no fluid leaks from the vehicle. If leaks are identified, do not leave the landfill, notify the Operators using CB channel 2 for further direction.
- Vehicles must be cleaned out in a designated area at the working face such that no debris leaves the vehicle outside the active landfill area. If there is not a designated area, ask the Operators on CB channel 2 where the cleanout should be performed.

SECTION 9.0 MATERIALS MANAGEMENT FACILITY SITE RULES AND REGULATIONS

1. The landfill site speed limit is 15 mph. The access road to the landfill site speed limit is 30 mph. Drivers exceeding the posted speed limit will be issued a verbal warning for the first offense. For additional offenses, the driver's company may be notified and/or the driver may be barred from the facility.
2. The speed limit while entering and exiting the scale is 5 mph.
3. All waste hauling vehicles must weigh in and weigh out. The driver will stop and wait at the spot that is designated by signage until the scale clears.
4. No untarping or turnbuckles are to be undone prior to entering the staging area at the working face. Drivers must remain in their vehicles while waiting in line at the scales.
5. The scale operator will direct traffic flow via a traffic light.
6. When requested, the hauler will supply the scale operator with all the required information about the load that is to be disposed of. This includes the material type, the county from which the waste is coming, and any other information that the scale operator requests. Our automated system currently allows driver to enter this information at the kiosk before entering the active landfill. Tipping fees will be billed to the

hauling firm unless alternate arrangements have been approved. Drivers unable to supply the required information about their load will not be allowed to dump until the information can be obtained.

7. All manifests, bills of lading or other written documents about the load will be presented to the scale operator during the inbound process before the driver leaves the scale.
8. Any hauler willfully misrepresenting required information about their load or attempting to deliver other than acceptable waste as defined herein by the MMF, may be subject to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.
9. All loads are subject to inspection by MMF personnel. If directed, the hauler shall discharge his load in a designated area for verification purposes.
10. The MMF reserves the right to reject any load containing unacceptable or unauthorized waste, including recyclables. Additionally, MMF personnel may hold the driver, the vehicle and its contents until representatives of the N.Y.S. Department of Environmental Conservation, or other regulatory agency, has inspected the material. The MMF 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 to the hauler. The hauler agrees to assist the MMF or other legally constituted enforcement agency in efforts to identify the origin of the unacceptable waste.
11. Prohibited materials found within the load may be returned to the hauler.
12. Scavenging of dumped waste will not be permitted at any time.
13. It is the driver's responsibility to be sure that their vehicle is on firm, level ground before dumping.
14. Vehicles must be cleaned out in a designated area such that no debris leaves the vehicle outside the active landfill area.
15. If a hauling vehicle becomes stuck in the landfill, the MMF 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,
 - The Authority shall not be liable for damages resulting from the retrieval process.
 - The Authority reserves the right to refuse assistance and require the hauler to obtain professional towing service.
 - Stuck vehicles will not be pushed by Authority personnel under any circumstances.
16. There is absolutely no overnight staging of waste on landfill property outside the active landfill area.

SECTION 10.0 SPECIAL CONDITIONS

1. Receiving time restrictions may apply to certain materials as deemed necessary by the Authority.
2. Approved friable asbestos loads, or any other material that may require special handling and must be scheduled 24 hours in advance. Asbestos that is manifested as friable, will be handled and billed as friable asbestos.
3. All asbestos containing material (non-friable) must be identified as such to the scale operator. Although legally transported on the roadway as construction debris, non-friable asbestos will be tracked and handled differently at the landfill.

4. Dig out/unloading assistance for loads that cannot be discharged will be available by MMF operations. Hauling companies must first complete the Unloading Assistance/Dig Out Authorization Form (included in this document). (See Unloading Assistance/Dig Out Policy-included in this document- for additional information.) A fee for this service may apply. The driver will be required to request the assistance. Any charges incurred for this service will be indicated on the scale ticket.
5. Materials that require special handling and loads containing excessive recyclable materials may be subject to surcharges and/or fines.
6. A fee for an environmental cleanup may be assessed to the hauler that causes a spill or other incident requiring a cleanup. Such incidents include, but are not limited to, hydraulic oil, brake fluid or fuel leak or spill, leachate discharge other than at the working face, loss of contents from the hauler's load other than at the working face or any other action that requires a cleanup of materials or contents. The fee will be determined by the number of MMF employees needed to perform the cleanup, the length of time the cleanup took and the equipment and/or materials needed to properly cleanup the area(s). This fee will be assessed to the hauler's account. Failure to pay the associated charges may result in penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.

SECTION 11.0 WASTE CATEGORIES

1. Acceptable Waste

The Authority will accept the following for disposal:

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

2. Unacceptable Waste

The Authority will not accept the following for disposal:

- Septic tank pumping
- Liquid wastes
- Industrial or commercial liquids, sludges, slurries which are less than 20 % solid or contain free liquids
- Large dead animals
- Explosives
- Pesticides
- Herbicides
- Hot ashes
- Sealed containers
- Clean containers 5 gallons or larger shall not be disposed of unless the ends have been cut off and container crushed
- Hazardous wastes as identified in 6NYCRR 360-1.5(b) or Part 371
- Any empty drums or containers which previously contained hazardous waste
- Fluids/Liquids produced from oil or gas production
- Ferrous and non-ferrous scrap metal (including motor vehicles)
- Waste oils
- Green waste
- Waste Tires - except solid rubber tires (non-pneumatic)
- Infectious waste and untreated regulated medical waste
- Lead acid batteries (including motor vehicle batteries)

- Source-separated rechargeable batteries
- White goods (refrigerators, stoves, air conditioners, etc.)
- Source-separated mercury containing products
- Mercury-added consumer products as defined in ECL section 27-2101 or mercury added thermostats as defined in ECL section 27-2901
- Source-separated household hazardous waste
- Any other source separated items that are subject to legislatively enacted product stewardship programs in New York State
- Low level radioactive waste, processed and concentrated naturally occurring radioactive material (NORM) waste.
- Source-separated electronic waste (computers, monitors, TV, computer peripherals, etc.)
- Source-separated recyclable materials (as noted on the list of acceptable recyclables(see www.NorthCountryRecycles.org)
- Mattresses and mattress foundations/box springs
- Waste from Designated Food Scrap Generators as defined by the New York State Food Scraps Recycling Law

3. Radiation Detection

The facility is equipped with a Radioactive Waste Detection System **as is** required by NYSDEC and **in compliance with** 6NYCRR Part 363 requirements. Vehicles entering the landfill will be scanned by the radiation detection unit located at the southern end of the scales. The goal is to minimize exposure to radiation for our employees and customers and its potential to cause serious effects for human health and environmental impacts.

The **radiation monitoring** system continuously measures background levels, and is activated when a vehicle passes through the system. The system issues a radiation alarm if the reading from a vehicle is **5 times the background level or more, and a speed alarm if the vehicle was moving faster than 5 mph.** If radiation is detected the system will indicate whether it's a level 1, 2 or 3 alarm depending on how many times above background level. **At this point the driver will be notified by customer service that their vehicle has triggered a radiation alarm and will receive further instructions. It may be necessary for the load to pass through the sensor array three times before proceeding to the next step.**

Following the confirmation of radiation levels, the driver may be directed to a staging area to await further testing. Additional screenings may be required to determine if the load can be safely returned to the site of generation, or if it is ineligible for further transportation. The Authority's policy is to immediately notify the NYSDEC and provide haulers with the information and permit application required to allow the expedient return of the waste to the site of generation. Once returned, haulers and generators must work in coordination with the NYSDEC and hire a licensed contractor to segregate the source of radiation and ensure its disposal at a licensed facility.

In the event that the radiation originating from the container is severe enough to prohibit removing the vehicle from the site, the Authority will instruct the driver where to stage the container to await the safe removal of the source of radiation. Handling and disposal of radioactive materials requires licensed companies and facilities. The Authority shall contract with eligible service providers to have a contingency plan to respond to such instances on an emergency basis. All fees related to the segregation, packaging, shipment, and final disposal of radioactive materials shall be billed directly to the responsible hauler. Failure to reimburse the Authority for these expenses will result in the revocation of the hauler's permit.

4. 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; ignitibility, corrosivity, reactivity, or toxicity or any waste, due to its composition or origin, requires special handling for disposal.

Examples of special waste include, but are not limited to: non-hazardous petroleum contaminated soil, industrial and sewage sludges, industrial wastes and asbestos. The Authority will require analytical testing, Safety Data Sheets (SDS), profile forms or manifests as a condition of acceptance of such wastes.

Construction and demolition debris with the exception of un-painted wood, metal, concrete, and stone are considered suspect materials for hazardous materials. All building materials which are not generated from a private residence or associated structures must receive prior approval from the special waste screening program.

Special wastes require prior approval by the Authority. The Special Waste Profile Form must be completed in its entirety, signed by the owner or representative of the property where the waste was created, and signed by the licensed individual who performed the testing which is being used for the screening process.

The Special Waste Screening Form can be found on the Development Authority's website at: <https://www.danc.org/media/Operations/Materials%20Management/LandfillPermits/SpecialWasteScreeningFillableForms>

It is the responsibility of all parties handling hazardous materials to understand their regulatory roles and responsibilities. This process is designed to ensure that the Authority maintains compliance with its operating permits and regulatory requirements. The Special Waste Screening process is not a comprehensive representation of, or replacement for, the hauler and generator's responsibilities under applicable state and federal regulations.

SECTION 12.0 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 by Authority staff under the following conditions:

1. The permit holder must have a signed *Unloading Assistance/Dig Out Authorization* form on file with the Authority.
2. The driver must request the assistance after exhausting all reasonable efforts to self unload.
3. The permit holder 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 Authority staff 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 hauler.
5. The driver will remain in the vehicle during the dig out process.
6. The dig out assistance will be performed in accordance with the working face traffic. Managing traffic flow and tipping floor conditions takes precedence over digging out loads.
7. Dig out assistance is not a substitute for vehicles that are in disrepair and cannot self-unload. Any hauler vehicle for which repeated requests are made for unloading assistance due to a mechanical problem may be denied until the vehicle is repaired and in good working order.
8. There will be a charge for unloading assistance/dig out services for loads that do not self-unload. Those charges can be found on our website, www.danc.org along with our gate rates and other surcharges. The charge for the assistance will be assessed on the scale ticket for the associated transaction.
9. There will be no charge for dig out assistance for frozen loads on days that Authority staff declares a weather day, for which one can reasonably expect incoming loads to be frozen.
10. The Development Authority of the North Country reserves the right to refuse unloading/dig out assistance at its discretion.

UNLOADING ASSISTANCE/ DIG OUT AUTHORIZATION FORM

Please complete and submit with permit application if you wish to authorize unloading assistance/dig outs when requested by the drivers of your company vehicles.

Additional charges may apply

Company 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 as specified in the Solid Waste Disposal Permit Requirements, Permit Application and Landfill Site Rules to perform unloading assistance/dig outs at the Authority's Materials Management Facility. Furthermore, I will inform our drivers of this agreement and authorize them to initiate the unloading assistance as they deem necessary. I understand that there will be a charge for this service unless told otherwise. 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. I realize that the personnel performing the assistance will take reasonable precaution to prevent any damage.

Authorized Signature

Date

Printed Name

Title

Acknowledgement

STATE OF NEW YORK
COUNTY OF _____

ss:

On the ____ day of _____, 20____, 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/she 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

PERMIT APPLICATION

Application Fee \$100.00

Renewal \$50.00

**Development Authority
of the North Country
Materials Management Facility**

Waste Disposal Permit Application

| Official Use Only | |
|-------------------|-----------------------|
| Permit Number | _____ |
| Rec'd Date: _____ | Completed Date: _____ |
| Check No. _____ | Cash _____ |
| Total Fee: | _____ |

Part 1: Applicant Information:

(Please type or print legibly)

Business Name : _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person: _____ Email Address: _____

Does applicant have a current NYS DEC Part 364 Permit? Yes No

If yes, please attach a copy to this waste disposal permit application

Part 2: Organizational Profile

Legal Name of Company : _____

Taxpayer ID Number: _____

Type of Business: Corporation Partnership Proprietorship

LLC Municipality Other (please specify) _____

Billing statement/invoice email address(es):

Part 3: Waste Identification

Please identify all types of material or waste for which you are requesting to be permitted for disposal:

- | | |
|--|---|
| <input type="checkbox"/> Municipal Solid Waste (MSW)-Residential | <input type="checkbox"/> MSW -Commercial |
| <input type="checkbox"/> Industrial Solid Waste* | <input type="checkbox"/> Construction/Demolition Debris |
| <input type="checkbox"/> Municipal / Industrial Sludge* | <input type="checkbox"/> Contaminated Soil* |
| <input type="checkbox"/> Asbestos* | <input type="checkbox"/> Ash* |
| <input type="checkbox"/> Other (specify): _____ | <input type="checkbox"/> Bulk Asbestos* |

**Authorization is required on a per case basis for these materials.*

For companies that haul municipal, commercial or industrial solid waste, please indicate how recyclables are collected:

- | | |
|---|--|
| <input type="checkbox"/> source separated | <input type="checkbox"/> dual stream |
| <input type="checkbox"/> single stream | <input type="checkbox"/> other (specify) |

For companies that haul construction & demolition debris, please describe what measures are taken at construction sites to provide for recyclable materials:

Please list where collected recyclables are taken to be disposed of (please list specific site locations)

Please indicate the counties that you service (and from which you will be disposing of solid waste at the Authority's landfill):

- | | | |
|------------------------------------|--------------------------------|---------------------------------------|
| <input type="checkbox"/> Jefferson | <input type="checkbox"/> Lewis | <input type="checkbox"/> St. Lawrence |
|------------------------------------|--------------------------------|---------------------------------------|

Other-Requires Pre-Authorization (please Specify) _____
Hauling Company Name: _____

Part 4: Industrial Waste Identifications (if applicable)

Industrial waste means solid waste generated by manufacturing or industrial processes. (See 6NYCRR Part 360-1.2(b)(87) for examples of such wastes.)

Please identify all industrial customers for which you provide waste disposal services. Include a description of the industrial wastes generated by each customer. A completed industrial waste profile form must be approved and on file for each generator. Analytical testing and/or Safety Data Sheets (SDSs) may be required for approval.

Generator Name: _____

Description of Waste: _____

Generator Name: _____

Description of Waste: _____

Generator Name: _____

Description of Waste: _____

Generator Name: _____

Description of Waste: _____

Generator Name: _____

Description of Waste: _____

Generator Name: _____

Description of Waste: _____

A Special Waste Profile is available for download from our website, <https://www.danc.org/departments/materialsmanagement/LandfillPermits>

A completed profile and any requested SDS or analytical testing must accompany the profile in order to consider the material for disposal. All industrial waste must be pre-approved prior to disposal.

Hauling Company Name: _____

Part 5: Vehicle Information ---\$10.00 charge for each registered power unit.

Please list all vehicles that you wish to permit. **Vehicles must be registered to the applicant.** An identification decal will be issued for all listed vehicles and must be affixed to that vehicle prior to entry to the landfill. Include a current copy of each vehicle's registration with your submittal.

| | Vehicle Type* | Vehicle Year & Make | License Plate # | Capacity (Cu Yds) | VIN# | DANC ID# Internal use only |
|----|---------------|---------------------|-----------------|-------------------|------|-------------------------------|
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| 30 | | | | | | |

*Vehicle Type Dump truck (DT) Rolloff (R/O) Frontload(FL) Rearload(RL) Sideload(SL) Tractor(TR)

Part 6: Application Fees

Permit Fee (includes credit application processing):

initial \$ 100.00 / annual renewal \$50.00

\$ _____

Vehicle Registration Fee:

Number of Vehicles _____ at \$10.00 per vehicle

\$ _____

Total Fees Due: \$ _____

Please make check payable to "Development Authority of the North Country" and submit with completed application to 23400 NYS Rt. 177, Rodman, NY 13682.

Incomplete applications, applications submitted without permit fee and applications submitted without required certificates of insurance will not be processed.

Part 7: Certification

In compliance with the Terms and Conditions of the Development Authority of the North Country's Solid Waste Disposal Permit Requirements, Permit Application and Landfill Site Rules

I, _____, acknowledge that I have read and am familiar with:

___ The Authority's Permit Requirements, Application and Site Rules.

___ The Local Laws of the Counties from which I have applied to haul waste from.

___ Flow control legislation in the applicable Counties

I hereby agree to operate in accordance with such requirements in the event a permit is issued. I also affirm that the statements made on the permit application form including any attached papers are true, and that I am aware that knowingly filing false statements is subject to persecution under the Penal Law.

Accepted and Agreed to:

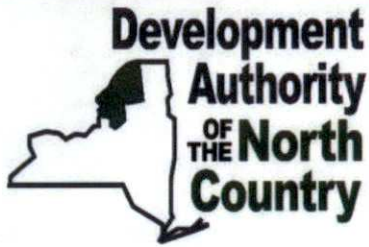
By: _____
Principal or Owner (Print Name)

Signature

Title

Date

Approval of this information does not relieve the applicant of responsibility of complying with any other applicable Local, State or Federal Regulations.



Board Resolution No. 2023-08-64
August 24, 2023

TELECOMMUNICATIONS DIVISION
AUTHORIZING LETTER OF CREDIT TO SECURE OBLIGATIONS
RELATING TO NATIONAL TELECOMMUNICATION AND INFORMATION
ADMINISTRATION GRANT

Whereas, pursuant to Resolution Number 2022-09-71, the Development Authority of the North Country (Development Authority) submitted a grant application in the amount of \$14,547,750 to the National Telecommunications and Information Administration (NTIA) to support a \$24,450,000 project to expand middle mile telecommunications infrastructure to reduce the costs of connecting areas that are unserved or underserved to the internet backbone, and

Whereas, on June 15, 2023 the Development Authority was notified that such grant application was approved, and

Whereas, pursuant to the terms of the NTIA grant award, the Development Authority must submit an irrevocable standby letter of credit in the amount of no less than 25% of the grant award amount, to secure the Development Authority's obligations relating to the grant, and

Whereas, the Development Authority requested proposals from three banking institutions to provide the required letter of credit, and

Whereas, the Members of the Development Authority have determined it is in the Development Authority's best interests to accept Community Bank's proposal to provide the requested letter of credit.

Now, therefore be it

RESOLVED, that the Members of the Development Authority hereby authorize the Development Authority to obtain a letter of credit from Community Bank in the principal amount not to exceed \$3,636,938 (the Letter of Credit), and be it further

RESOLVED, that the Members of the Development Authority hereby authorize the Executive Director to negotiate and approve on behalf of the Development Authority all terms, conditions and other details of the Letter of Credit and to execute and deliver on behalf of the Development Authority all documents, and take all other actions, necessary to obtain the Letter of Credit, provided, however, the Development Authority's obligations relating to the Letter of Credit shall be special limited obligations of the Authority, payable solely from the Development Authority's telecommunications network revenues, assets and proceeds thereof.

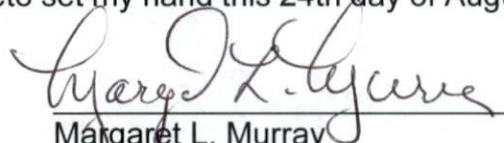
Motion by: M Hall
Seconded by: E Virkler

| | | | |
|----------------------|-----------------------------|---------------------------|-------------------------|
| Bibbins – Yes | Hefferon – Yes | Hunt - Present | Mastascusa - Yes |
| Doheny – Yes* | Henry - Absent | MacKinnon – Absent | Murray - Yes |
| Hall – Yes | Hollenbeck – Present | McGrath – Present* | Virkler - Yes |

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-08-64 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 24th day of August, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of August, 2023.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2023-08-65
August 24, 2023

TELECOMMUNICATIONS DIVISION
CAPITAL PROJECT BUDGET AMENDMENTS
DOT ROAD PROJECTS / I87 FIBER CONSTRUCTION

Whereas, pursuant to **Resolution No. 2023-02-10** the Development Authority of the North Country (Authority) established a \$48,000 capital project budget to allow for any work required to move/relocate existing fiber as part of a New York State Department of Transportation (DOT) Road project, and

Whereas, the project was funded by the Repair and Replacement Reserve fund, and

Whereas, the initial project budget was established based on anticipated road projects throughout the Authority's network, and

Whereas, the cost of construction for a DOT project to relocate certain poles, electric conductors and telecommunications wires in connection with the construction of a new bridge on Route 28 in or near the Town of Raquette Lake is higher than originally projected due to additional timber matting requirements and rock encountered when preparing final cost estimates, and

Whereas, the poles that require relocation are owned by New York State Electric & Gas (NYSEG), a subsidiary of Avangrid, and have attached electric and telecommunications infrastructure that is owned by NYSEG, National Grid, Frontier Telephone, and the Authority, and

Whereas, the Authority will be required to pay 16.5% of the actual project cost, which is estimated to be \$74,000, and

Whereas, the DOT Road Projects (Project 30691) capital budget will need to be increased by \$52,000 from \$48,000 to \$100,000 to complete the Raquette Lake DOT Project and other DOT Road Projects that may occur this fiscal year, and

Whereas, pursuant to **Resolution No. 2022-02-12** the Authority established a capital budget of \$450,000 for I87 Fiber Construction (Project 30681), and

Whereas, the I87 Fiber Construction project is anticipated to be completed in November 2023 and will be under budget, and

Whereas, an amendment to the capital project budget for I87 Fiber Construction from \$450,000 to \$398,000 is proposed to offset the additional anticipated costs for DOT Road Projects.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby amend the Telecommunications Division Capital Budget for DOT Road Projects (Project 30691), to increase the budget from \$48,000 to \$100,000, and

Be it Further RESOLVED, that the Development Authority of the North Country does hereby amend the Telecommunication Division Capital Budget for I87 Fiber Construction (Project 30681), to decrease the budget from \$450,000 to \$398,000.

Motion by: K. Bibbins

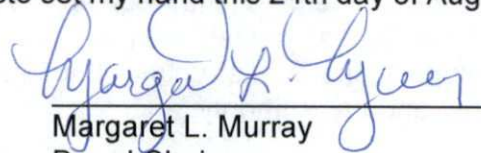
Seconded by: M. Hall

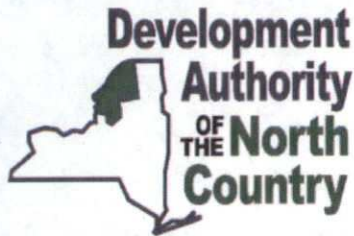
| | | | |
|----------------------|-----------------------------|---------------------------|-------------------------|
| Bibbins – Yes | Hefferon – Yes | Hunt - Present | Mastascusa - Yes |
| Doheny – Yes* | Henry – Absent | MacKinnon – Absent | Murray - Yes |
| Hall – Yes | Hollenbeck – Present | McGrath – Present* | Virkler - Yes |

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-08-65 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 24th day of August, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of August, 2023.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2023-08-66
August 24, 2023

AFFORDABLE RENTAL HOUSING PROGRAM
CONIFER BATEMAN ASSOCIATES
LOAN EXTENSION

Whereas, **Resolution No. 2021-06-94** authorized DGGL Properties, LLC to assume the loans of Conifer Bateman Associates, and

Whereas, DGGL Properties, LLC is in the process of completing improvements to the Bateman in Lowville and Woodcreek Villages in Gouverneur, and

Whereas, the lease-up of units at Woodcreek Villages is taking longer than expected due to market conditions, and

Whereas, DGGL Properties has been unable to convert to permanent financing until they reach 100% occupancy, and

Whereas, the Conifer Bateman Associates loan comes due September 1, 2023, and

Whereas, DGGL Properties has requested a 6-month extension of this loan, and

Whereas, all other terms and conditions of the loan will stay the same.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby extend the term of the Conifer Bateman Associates loan for an additional 6 months, or upon conversion to permanent financing, whichever occurs first subject to the attached Term Sheet.

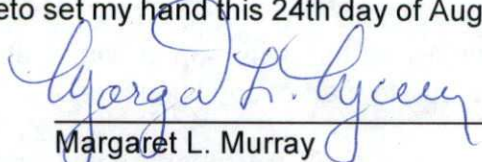
Motion by: T. Hefferon
Seconded by: E. Virkler

| | | | |
|----------------------|-----------------------------|---------------------------|-------------------------|
| Bibbins – Yes | Hefferon – Yes | Hunt - Present | Mastascusa - Yes |
| Doheny – Yes* | Henry – Absent | MacKinnon – Absent | Murray - Yes |
| Hall – Yes | Hollenbeck – Present | McGrath – Present* | Virkler - Yes |

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-08-66 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 24th day of August, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of August, 2023.


Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: Conifer Bateman Associates (loan assumed by DGGL Associates LLC)

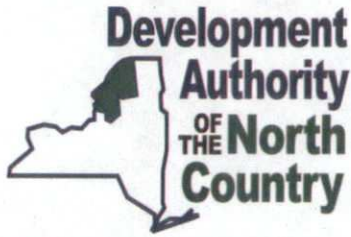
Loan Fund: Affordable Rental Housing Program

Amount: \$757,308.50 as of 8/10/2023

Loan Term: 6 months, or upon conversion to permanent financing, whichever occurs first

Loan Rate: 1%

Loan Payment: \$1,000 principal and interest monthly



Dulles State Office Building
317 Washington Street, Suite 414
Watertown, New York 13601
Telephone (315) 661-3200
TDD (800) 662-1220 • danc.org

TO: Board of Directors
FROM: Michelle L. Capone, Director of Regional Development
DATE: August 10, 2023
SUBJECT: Conifer Bateman Associates-Loan Extension

Resolution No. 2021-06-94 approved a loan of \$1,000,000 to DGGL Properties LLC to rehabilitate the Bateman in Lowville and Woodcreek Villages in Gouverneur. As part of the resolution, the Authority allowed DGGL Properties to assume the existing Conifer Bateman loans totaling \$827,308.50. DGGL Properties is making monthly principal and interest payments of \$1,000 on the loan. The loan matures 9/1/2023.

DGGL Properties is completing the improvements at the two properties and lease-up of the units in Gouverneur have taken a bit longer than expected. They have not been able to convert to permanent financing yet. DGGL Properties has asked if the Authority would consider extending the term of the Conifer Bateman loans for an additional 6 months, or upon conversion to permanent financing, whichever occurs first.

Staff recommends that we extend the loan term for an additional 6 months, or upon conversion to permanent financing, whichever occurs first.