

**Board Resolution No. 2024-10-73**  
**October 24, 2024**

**TECHNICAL SERVICES AMENDMENT NO. 1**  
**PAUL SMITH'S COLLEGE OF ARTS & SCIENCES**  
**WATER & WASTEWATER INFRASTRUCTURE IMPROVEMENTS**

Whereas, pursuant to **Resolution No. 2023-05-61**, the Development Authority of the North Country (Authority) and Paul Smith's College of Arts and Sciences (Paul Smith's) entered into an agreement dated August 17, 2023 not to exceed \$15,000 to provide project management services related to Paul Smith's ongoing water and wastewater improvement project, and

Whereas, the College has secured funding from the Northern Border Regional Commission (NBRC) through the Economic and Infrastructure Development Grant Program (NBRC22GNY07) in the amount of \$675,452 and through the NBRC Forest Economy Grant Program (NBRC23GRF06) in the amount of \$1,000,000, and

Whereas, Paul Smith's has requested additional technical assistance from the Authority to provide additional services through the development of the preliminary engineering and design phase of the project anticipated to be completed by October 2025, and

Whereas, to extend the Authority's service to support an October 2025 completion of this phase will increase the Authority's level of effort, resulting in additional expenses of \$15,000, bringing the not-to-exceed amount of the contract to \$30,000.

Now, therefore be it

**RESOLVED**, that Amendment No. 1 to the Technical Services Agreement for Water and Wastewater Infrastructure Improvements, 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 Amendment.

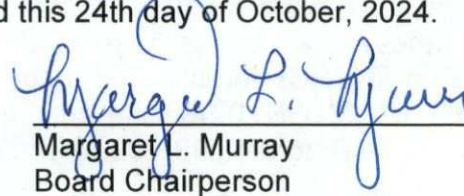
Motion by: E. Virkler  
Seconded by: A. MacKinnon

Bibbins – <b>Yes</b> *	Hefferon – <b>Yes</b>	MacKinnon – <b>Yes</b>	Murray – <b>Yes</b>
Doheny – <b>Yes</b> *	Henry - <b>Present</b>	McGrath – <b>Present</b> *	Virkler – <b>Yes</b>
Hall – <b>Yes</b>	Hunt - <b>Present</b>	Mastascusa – <b>Yes</b>	

\*- 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. 2024-10-73 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 October, 2024, 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 October, 2024.

  
Margaret L. Murray  
Board Chairperson

**AMENDMENT NO. 1  
TO TECHNICAL SERVICES AGREEMENT FOR WATER AND WASTEWATER INFRASTRUCTURE  
IMPROVEMENTS  
PAUL SMITH'S COLLEGE OF ARTS AND SCIENCES  
AND  
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

WHEREAS, The Development Authority of the North Country (Authority) and Paul Smith's College of Arts and Sciences (College) entered into an Agreement dated August 17, 2023 for an amount not to exceed \$15,000 to perform services related to project management, request for proposal solicitation, and funding assistance to the College's Water and Wastewater Infrastructure Improvement Project. These services are detailed in Phase 1 of the original agreement, and

WHEREAS, the College has secured funding from the Northern Border Regional Commission (NBRC) through the Economic and Infrastructure Development Grant Program (NBRC22GNY07) in the amount of \$675,452 and through the NBRC Forest Economy Grant Program (NBRC23GRF06) in the amount of \$1,000,000, and

WHEREAS, the College has requested the Authority provide additional services through the development of the preliminary engineering and design phase anticipated to be completed by October 2025, and

WHEREAS, to extend the Authority's service to support an October 2025 completion of this phase will increase the Authority's level of effort, resulting in additional expenses of \$15,000, bringing the not-to-exceed amount of the contract to \$30,000.

NOW, THEREFORE, the Authority and the College agree to amend the agreement to \$30,000.

The return of one signed copy of the Amendment shall be written authorization for the Authority to proceed with contract services up to the amount agreed upon.

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

**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

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

By: \_\_\_\_\_

Carl E. Farone, Jr.

Title: Executive Director

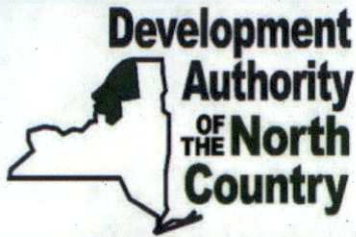
Date: \_\_\_\_\_

By: \_\_\_\_\_

Daniel Kelting

Title: President

Date: \_\_\_\_\_



**Board Resolution No. 2024-10-74**  
**October 24, 2024**

**TECHNICAL SERVICES AMENDMENT NO. 1**  
**VILLAGE OF MALONE**  
**WATER SYSTEM IMPROVEMENTS PROJECT**

Whereas, pursuant to Resolution No. 2022-08-65 the Development Authority of the North Country (Authority) and Village of Malone (Village) entered into an agreement dated August 29, 2022 not to exceed \$18,000 to provide technical services related to project management, funding administration, design, and bidding pertaining to the Village's Water System Improvements Project, and

Whereas, the Village has secured funding through the Environmental Facilities Corporation (EFC) to proceed with the project through the award of a New York Water Infrastructure Improvement Act (WIIA) grant in the amount of \$5,000,000 and low interest financing, and

Whereas, the Village experienced delays with the completion of the third production well and funding agency approvals to proceed with final design, bidding, and construction. Resulting in an updated estimated project completion date of December 2026, and

Whereas, the Village has requested the Authority provide additional project management services through construction completion and project close out as detailed in the original agreement as Phase 2 Services, and

Whereas, to extend the Authority's service to support a December 2026 completion date and provide Phase 2 Services will increase the Authority's level of effort, resulting in additional expenses of \$50,000, bringing the not-to-exceed amount of the contract to \$68,000.

Now, therefore be it

**RESOLVED, that Amendment No. 1 to the Technical Services Agreement for Water System Improvements Project, by and between the Authority and Village of Malone is hereby approved. The Executive Director is hereby authorized and directed to execute said Amendment.**

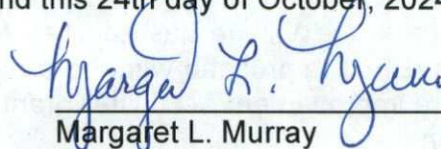
Motion by: D. Mastascusa  
Seconded by: M. Hall

Bibbins – <b>Yes</b> *	Hefferon – <b>Yes</b>	MacKinnon – <b>Yes</b>	Murray – <b>Yes</b>
Doheny – <b>Yes</b> *	Henry - <b>Present</b>	McGrath – <b>Present</b> *	Virkler – <b>Yes</b>
Hall – <b>Yes</b>	Hunt - <b>Present</b>	Mastascusa – <b>Yes</b>	

\*- 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. 2024-10-74 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 October, 2024, 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 October, 2024.



\_\_\_\_\_  
Margaret L. Murray  
Board Chairperson

**AMENDMENT NO. 1**  
**TO TECHNICAL SERVICES AGREEMENT FOR WATER SYSTEM IMPROVEMENTS PROJECT BETWEEN**  
**VILLAGE OF MALONE**  
**AND**  
**THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

WHEREAS, The Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an Agreement dated August 29, 2022 for an amount not to exceed \$18,000 to perform services related to project management, funding administration, design, and bidding pertaining to the Village's Water System Improvement Project. These services are detailed in Phase 1 of the original agreement, and

WHEREAS, the Authority assisted the Village in applying for and securing funding through a New York State Water Infrastructure Improvement Act (WIIA) Grant on November 9, 2022 in the amount of \$5,000,000, and

WHEREAS, the Village experienced delays with the completion of the third production well and funding agency approvals to proceed with final design, bidding, and construction. Resulting in an updated estimated project completion date of December 2026, and

WHEREAS, the Village has requested the Authority provide additional project management through the design, bidding, and construction phase as detailed in the original agreement, and

WHEREAS, to extend the Authority's service to support a December 2026 completion with subsequent funding agency closeout will increase the Authority's level of effort, resulting in additional expenses of \$50,000, bringing the not-to-exceed amount of the contract to \$68,000.

NOW, THEREFORE, the Authority and the Village agree to amend the agreement to \$68,000.

The return of one signed copy of the Amendment, together with the formal resolution of approval, constitutes acceptance of this Amendment and shall be written authorization for the Authority to proceed with contract services up to the amount agreed upon.

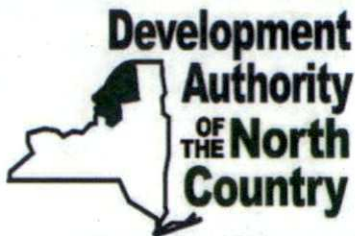
All of the above is established by the signatures of the authorized representatives of the parties.

**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

By: \_\_\_\_\_  
Carl E. Farone, Jr.  
Title: Executive Director

**VILLAGE OF MALONE**

By: \_\_\_\_\_  
Andrea Dumas  
Title: Village Mayor



**Board Resolution No. 2024-10-75**  
**October 24, 2024**

**SOLID WASTE OPERATING PERMIT RULES & REQUIREMENTS POLICY**  
**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 a permit processing fee to the Authority, and

Whereas, pursuant to **Resolution No. 2024-02-20** the Development Authority of the North Country's Operating Permit Rules and Requirements Policy was 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 3.0 to require renewal permits to be completed by February 15 versus March 31, thereby allowing staff adequate time to review;
- Section 6 to reduce the amount of recyclable material per load that is subject to fines from 30% to 20%, increase the minimum fine to \$500 and to establish a protocol to address repeat violations of excessive recyclables in loads;
- Section 8 to clarify requirements for permitted vehicles to be decaled and establish fee for replacement decals and RFID cards;
- Section 9 to clarify where haulers should untarp loads;
- PERMIT APPLICATION FORM to increase the fee from \$100 to \$300 and eliminate the annual renewal fee; and

Now, therefore be it

**RESOLVED**, that the Development Authority of the North Country does hereby approve the Solid Waste Operating Permit Rules and Requirements Policy, attached hereto and incorporated in this Resolution, and be it further

**RESOLVED**, that the Executive Director is hereby authorized to implement said rules, applications, permits and fees as documented in the Solid Waste Operating Permit Rules and Requirements Policy.

Motion by: E. Virkler

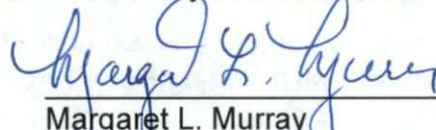
Seconded by: D. Mastascusa

Bibbins – <b>Yes</b> *	Hefferon – <b>Yes</b>	MacKinnon – <b>Yes</b>	Murray – <b>Yes</b>
Doheny – <b>Yes</b> *	Henry - <b>Present</b>	McGrath – <b>Present</b> *	Virkler – <b>Yes</b>
Hall – <b>Yes</b>	Hunt - <b>Present</b>	Mastascusa – <b>Yes</b>	

\* - 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. 2024-10-75 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 October, 2024, 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 October, 2024.

  
\_\_\_\_\_  
Margaret L. Murray  
Board Chairperson

# **DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

## **MATERIALS MANAGEMENT FACILITY**

### **Solid Waste Operating Permit Rules & Requirements Policy**

**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](http://www.danc.org)**

**[www.northcountryrecycles.org](http://www.northcountryrecycles.org)**

**Rev. October 24, 2024**

# Development Authority of the North Country

**Subject: Solid Waste Operating Permit Rules & Requirements Policy**

**Adopted: October 24, 2024**

**Resolution: 2024-09-xx**

---



## TABLE OF CONTENTS

SECTION 1.0 INTRODUCTION.....	3
SECTION 2.0 PERMIT TERMS AND CONDITIONS .....	3
SECTION 3.0 PERMIT PROCESS .....	4
SECTION 4.0 ENFORCEMENT .....	4
SECTION 5.0 APPROVED LANDFILL ROUTES.....	4
SECTION 6.0 RECYCLING .....	5
SECTION 7.0 INDEMNITY AND INSURANCE REQUIREMENTS.....	6
SECTION 8.0 MATERIALS MANAGEMENT FACILITY REQUIREMENTS .....	8
SECTION 9.0 MATERIALS MANAGEMENT FACILITY SITE RULES AND REGULATIONS .....	10
SECTION 10.0 SPECIAL CONDITIONS .....	11
SECTION 11.0 WASTE CATEGORIES .....	12
SECTION 12.0 UNLOADING ASSISTANCE/ DIG OUT POLICY .....	14
PERMIT APPLICATION .....	15

These rules and regulations apply to the disposal of all solid waste at the Development Authority of the North Country's 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 (Authority) 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 1<sup>st</sup> through March 31<sup>st</sup>. Permit applications received after April 1<sup>st</sup>, but before March 31<sup>st</sup>, will be valid only through March 31<sup>st</sup> 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 reminder~~ prior to the permit expiration date, as a courtesy, if the permittee remains in good standing. In the event a reminder is not sent/received, the account holder is the responsible party to obtain, complete, and return the renewal documentation which is available on the Authority's website. The renewal application must be completed and returned along with any required fees and documentation before February 15th of the expiration year 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 or leased to the applicant may be added to the applicant's permit. A copy of any lease agreements must be submitted with the application. The form may also be used to update any information about existing permitted vehicles, such as license plate changes. It is mandatory that all license plate changes are reported promptly. There will be no charge for modifications of that nature.

4-5. Permit application must be returned with a completed W-9 form.

## 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 ~~20~~30% or more recyclable material, as determined by Authority staff, ~~may~~shall be subject to surcharges, fines, or rejection of the load. The surcharge will be double the tipping fee, with a a-minimum fee of \$500. rate at a minimum. Since many loads can be identified as containing excessive recyclable before they are tipped, a load that is rejected before it is tipped will be charged a \$250 surcharge.
2. Companies with repeat violations of excessive recyclables in their loads ~~are~~may be subject to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit, as outlined below.
  - a. At the time of permit renewal, any hauler with more than six violations in the previous 12-months, will be assessed a \$1,000 surcharge for their permit renewal.
  - b. Haulers receiving excessive violations may have their permit suspended. Haulers shall be provided a written warning prior to permit suspension.
  - a-c. There will be a \$1,000 surcharge to reinstate a hauler's permit that has been suspended.
- 2-3. Permits will not be issued to waste haulers that collect solid waste but do not offer recyclables collection.

- 3.4. \_\_\_\_\_ Unacceptable wastes as defined in 11.2 of this section shall 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](http://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.
- Display of Authority issued decals are mandated on both sides of the truck. Replacements of lost, damaged, or illegible decals will be ordered at the hauler's account expense via debit memo to the account. Replacement cost is \$60 per decal set and \$20 per RFID.

**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.
- 3-4. Untarp at the stop sign, prior to approaching the inbound scale. A spot check may be performed prior to scale in for excessive recyclables. Visual findings may result in scale-in refusal and associated surcharges.
- 4-5. 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.~~
- 5-6. The scale operator will direct traffic flow via a traffic light.
- 6-7. 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.
- 7-8. 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.
- 8-9. 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.
- 9-10. All loads are subject to inspection by MMF personnel. If directed, the hauler shall discharge his load in a designated area for verification purposes.
- 10-11. 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.
- 11-12. Prohibited materials found within the load may be returned to the hauler.
- 12-13. Scavenging of dumped waste will not be permitted at any time.
- 13-14. It is the driver's responsibility to be sure that their vehicle is on firm, level ground before dumping.

~~14-15.~~ Vehicles must be cleaned out in a designated area such that no debris leaves the vehicle outside the active landfill area.

~~15-16.~~ 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.

~~16-17.~~ 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](http://www.NorthCountryRecycles.org))
- 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, ~~greater than five times background radiation levels, the system will indicate whether it's a level 1, 2 or 3 will 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; ignitability, 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](http://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. <https://www.danc.org/departments/materialsmanagement/LandfillFees>
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.

**PERMIT APPLICATION**

Application Fee ~~\$300.00~~ **\$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: \_\_\_\_\_  
\_\_\_\_\_

**County:** \_\_\_\_\_

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):**

\_\_\_\_\_

**Scale Ticket email address (if desired):**

\_\_\_\_\_  
**Frequency of tickets (select one):  Daily,  Weekly,  Billing Period**

**Is a PO required on tickets for payment?  Yes  No**

**Contact Email for Materials Management Correspondence:**

\_\_\_\_\_

**Additional Telephone Contacts:**

<u>Name</u>	<u>Phone Number</u>	<u>Title</u>
-------------	---------------------	--------------

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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)    | <input type="checkbox"/> Bulk Asbestos*                       |
| <input type="checkbox"/> Industrial Waste*              | <input type="checkbox"/> Construction/Demolition Debris (C&D) |
| <input type="checkbox"/> Municipal / Industrial Sludge* | <input type="checkbox"/> Contaminated Soil*                   |
| <input type="checkbox"/> Asbestos*                      | <input type="checkbox"/> Other (specify): _____               |

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

**For companies that haul MSW, industrial waste, and/or C&D 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 |
| <input type="checkbox"/> 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/media/Operations/Materials%20Management/LandfillPermits/SpecialWasteScreeningFillableForms>**

**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** ---\$**40.0035.00** charge for each registered power unit.

Please list all vehicles that you wish to permit. **Vehicles must be registered or leased 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 #	Company Assigned Truck #	VIN#	DANC ID# Internal use only
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						

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

**Part 6: UNLOADING ASSISTANCE/ DIG OUT AUTHORIZATION**

Please ~~report your intentions complete if you wish~~ to authorize unloading assistance/dig outs when requested by the drivers of your company vehicles.

Unloading assistance Authorized                       Unloading assistance declined

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

**Part 7: Application Fees**

Permit Fee (includes credit application processing):

initial \$ ~~300.00~~100.00 / ~~annual renewal \$50.00~~   
 \$ \_\_\_\_\_

Vehicle Registration Fee:

Number of Vehicles \_\_\_\_\_ at \$~~1035~~.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. All required documents and fees must be submitted with the application.**

**Part 8: 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:

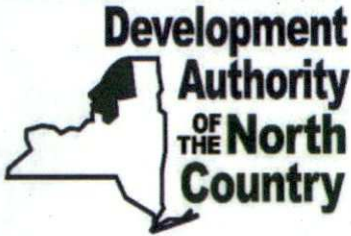
By: \_\_\_\_\_  
Principal or Owner (Print Name)

\_\_\_\_\_  
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. 2024-10-76  
October 24, 2024**

**AMENDMENT NO. 2  
WATER SERVICE AGREEMENT  
TOWN OF CHAMPION**

Whereas, the Town of Champion desires to amend its Water Service Agreement dated February 10, 2014 with the Development Authority of the North Country, and

Whereas the February 10, 2014 agreement was first amended on October 10, 2024 to increase the term expiration date to December 31, 2055, and

Whereas, the Town of Champion desires to increase its water allocation from a maximum daily flow of 60,000 gallons per day to 80,000 gallons per day to serve new development within the Town, and

Whereas, this Amendment No. 2 to the Water Service Agreement has been approved by the Town of Champion, and

Whereas, the Authority has capacity available within its 750,000 gallon per day allocation for outside users from the City of Watertown to authorize this increase for the Town of Champion.

Now, therefore be it

**RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into Amendment No. 2 to the Water Service Agreement with the Town of Champion.**

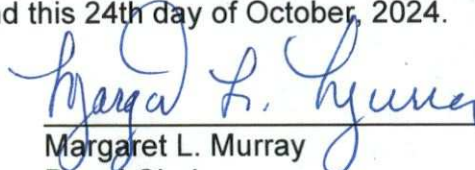
Motion by: D. Mastascusa  
Seconded by: M. Hall

Bibbins – Yes *	Hefferon – Yes	MacKinnon – Yes	Murray – Yes
Doheny – Yes *	Henry - Present	McGrath – Present *	Virkler – Yes
Hall – Yes	Hunt - Present	Mastascusa – 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. 2024-10-76 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 October, 2024, 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 October, 2024.

  
Margaret L. Murray  
Board Chairperson

**WATER SERVICE AGREEMENT**

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
&  
TOWN OF CHAMPION WATER DISTRICT NO. 1**

**AMENDMENT NO. 2**

This sets forth the amendment made as of \_\_\_\_\_, 20\_\_\_\_ by and between the Town of Champion ("Town"), a New York municipal corporation, with offices at 10 Broad Street, West Carthage, NY 13619 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public benefit corporation with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

**RECITALS**

1. The February 10, 2014 agreement was first amended on 10/10/2024 to increase the term expiration date to December 31, 2055.
2. This second Amendment is making the following change: Article I, Section 101 of the February 10, 2014 agreement is hereby amended to increase the maximum daily flow of this contract to 80,000 gallons per day.
3. The Town is authorized to enter into this Agreement by Resolution dated \_\_\_\_\_, a certified copy of which is attached as **Exhibit "A"**.

ALL OF THE ABOVE is established by the signatures of the authority representatives of the parties.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: \_\_\_\_\_  
Carl E. Farone, Jr., Executive Director

TOWN OF CHAMPION

By: \_\_\_\_\_  
Thomas E. Stewart, Supervisor

ACKNOWLEDGEMENTS

STATE OF NEW YORK )  
COUNTY OF JEFFERSON ) s.s.:

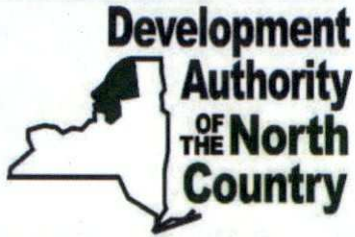
On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl E Farone, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF JEFFERSON ) s.s.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said state, personally appeared Thomas E. Stewart, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

\_\_\_\_\_  
Notary Public



**Board Resolution No. 2024-10-77**  
**October 24, 2024**

**ECONOMIC DEVELOPMENT FUND**  
**JEFFERSON COUNTY HISTORICAL SOCIETY**  
**LOAN EXTENSION**

Whereas, **Resolution No. 2021-06-95** authorized a loan of up to \$285,000 from the Economic Development Fund to the Jefferson County Historical Society to bridge New York State grant funding for improvements to their facility in Watertown, and

Whereas, **Resolution No. 2023-12-92** extended the loan for an additional 4-months to April 1, 2024, and

Whereas, **Resolution No. 2024-06-52** extended the loan for an additional 6-months to October 1, 2024, and

Whereas, the Authority has a participation loan with the Watertown Local Development Corporation which is also providing \$285,000 in construction financing, and

Whereas, the Authority is the lead lender, and

Whereas, the Jefferson County Historical Society has completed their project and is awaiting final disbursements from New York State for its grants, and

Whereas, the Jefferson County Historical Society has requested an additional 6-month extension of this loan to mature April 1, 2025, and

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

Now, therefore be it

**RESOLVED, the Development Authority of the North Country does hereby extend the term of the Jefferson County Historical Society loan for an additional 6 months subject to the attached Term Sheet.**

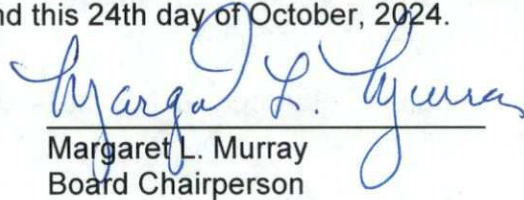
Motion by: E. Virkler  
Seconded by: D. Mastascusa

Bibbins – <b>Yes</b> *	Hefferon – <b>Yes</b>	MacKinnon – <b>Yes</b>	Murray – <b>Yes</b>
Doheny – <b>Abstained</b> *	Henry - <b>Present</b>	McGrath – <b>Present</b> *	Virkler – <b>Yes</b>
Hall – <b>Yes</b>	Hunt - <b>Present</b>	Mastascusa – <b>Yes</b>	

\*- 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. 2024-10-77 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 October, 2024, 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 October, 2024.

  
\_\_\_\_\_  
Margaret L. Murray  
Board Chairperson

## TERM SHEET

Borrower: Jefferson County Historical Society

Loan Fund: Economic Development Fund

Loan Amount: up to \$285,000.00

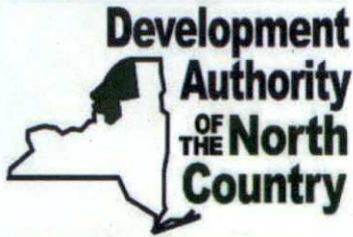
Term: 24 months, or upon receipt of the final grant funds,  
whichever occurs first

Rate: 1.5%, construction interest-only

Payment: Monthly interest-only

Collateral: Assignment of grant proceeds

Conditions: Watertown Local Development financing of \$285,000



**Board Resolution No. 2024-10-78**  
**October 24, 2024**

**TECHNICAL SERVICES AGREEMENT**  
**TOWN OF TUPPER LAKE**

Whereas, the Town of Tupper Lake has requested that Development Authority of the North Country staff write a grant application to the NYS Affordable Housing Corporation (AHC) for an owner-occupied rehabilitation housing program in the Town and Village of Tupper Lake, and

Whereas, Regional Development staff has administered past NYS HOME and AHC owner-occupied rehabilitation programs for the Village of Tupper Lake, and

Whereas, the Town and Village are collaborating on an application for AHC funding and requested that the Development Authority write the grant and administer the program if funded, and

Whereas, the Authority will write the grant to AHC for a not to exceed fee of \$3,500, and

Whereas, if funded, the Authority will provide program delivery and grant administration for a not to exceed fee of \$40,000.

Now, therefore be it

**RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director to enter into a Technical Services Agreement with the Town of Tupper Lake to complete a housing grant application to NYS Affordable Housing Corporation in an amount not to exceed \$3,500, and further be it**

**RESOLVED, if the application is funded, the Development Authority of the North Country does hereby authorize the Executive Director to enter into a Technical Services Agreement with the Town of Tupper Lake to provide grant administration and program delivery in an amount not to exceed \$40,000.**

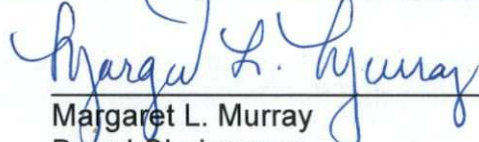
Motion by: M. Hall  
Seconded by: D. Mastascusa

Bibbins – <b>Yes</b> *	Hefferon – <b>Yes</b>	MacKinnon – <b>Yes</b>	Murray – <b>Yes</b>
Doheny – <b>Yes</b> *	Henry - <b>Present</b>	McGrath – <b>Present</b> *	Virkler – <b>Yes</b>
Hall – <b>Yes</b>	Hunt - <b>Present</b>	Mastascusa – <b>Yes</b>	

\*- 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. 2024-10-78 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 October, 2024, 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 October, 2024.

  
Margaret L. Murray  
Board Chairperson

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

**TECHNICAL SERVICES AGREEMENT**

**WITH THE**

**TOWN OF TUPPER LAKE**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between:

**TOWN OF TUPPER LAKE**, a municipal corporation of the State of New York having an office building and principal place of business located at 120 Demars Boulevard, Tupper Lake, New York 12986, herein after referred to as "Town",

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 Town has requested technical services from the Authority to provide grant writing for a New York Affordable Housing Corporation grant. At its Board meeting held on \_\_\_\_\_, 2024, the Board selected the Authority to assist the Town to provide these services. **A copy of this Resolution has been attached as Exhibit A.**
- B. The Authority has been providing similar services for the Village of Tupper Lake since March 2016, St. Lawrence County and the Town of Gouverneur, among others.
- C. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

**Agreement**

- A. The Town has asked the Authority to provide grant writing services for a New York State Affordable Housing Corporation grant that it may receive. The Authority's Regional Development staff will provide these services. The Authority has been providing similar services to the Village of Tupper Lake since March 2016.
  - B. The Authority will take directions only from Town designated representatives.
1. Scope of Services:

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

1.1 Grant Writing

Coordinate with Town staff at the request of the Town to complete the grant application, including but not limited to:

- Identifying qualified home owners within the Town and Village of Tupper Lake that would comprise the waiting list and potentially participate in the grant program;
- Provide scope of work write-ups to include in the application, if necessary;
- Complete all components of grant application;
- Work with Town to coordinate public hearing and any other required public participation, if necessary.

2. Payment

2.1 Grant Writing Services

The Town shall pay the Authority a not to exceed amount of \$3,500 for the completion and submission of the New York State Affordable Housing Corporation grant application.

The Authority shall bill upon completion of the grant application by submitting properly itemized and supported documentation, and payment thereof shall be made by the Town within 30 days of receipt of invoice. Rates are subject to change 4/1 annually.

TABLE 1 – Authority Labor Hour Burdened Rates

<b>Employee Wage Rate</b>	<b>Standard</b>	<b>Overtime</b>
Director of Regional Development	\$105	NA
Sr. Project Development Specialist	\$90	NA
GIS Supervisor	\$85	NA
GIS Analyst	\$78	NA
Project Development Specialist	\$65	NA

2. The Town shall provide the reasonable support services of its staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.
3. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Town as additional insured on the liability policy.

4. The Town 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.
5. (a) The Town 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 this Agreement.  
  
(b) The Authority will at all times indemnify and save harmless the Town 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 this Agreement.
6. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Town 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 Town 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.
7. 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 Town. 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.
8. The parties acknowledge that the Authority has undertaken and may undertake various unrelated projects. 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 Town 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 Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
9. The Authority is an independent contractor with the Town 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.
10. No waiver by Town 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.
11. 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.

12. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
13. 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.
14. This Agreement may be modified, or terminated, with 30 days notice by either the Town or Authority

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

**TOWN OF TUPPER LAKE**

**DEVELOPMENT AUTHORITY OF THE  
NORTH COUNTRY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Rick Dattola  
Supervisor

Carl E. Farone Jr.  
Executive Director

ACKNOWLEDGEMENTS

STATE OF NEW YORK            )  
  ) ss:  
COUNTY OF FRANKLIN        )

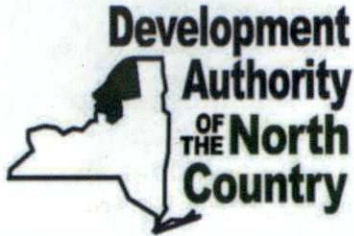
On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came Rick Dattola, who being duly sworn, did dispose and says that he resides in Tupper Lake, New York; that he is the Supervisor of the Town of Tupper Lake described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town.

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

STATE OF NEW YORK            )  
  ) ss:  
COUNTY OF JEFFERSON        )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came Carl E. Farone Jr., who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

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



**Board Resolution No. 2024-10-79**  
**October 24, 2024**

**OPERATION, MAINTENANCE & MANAGEMENT SERVICES AGREEMENT  
VILLAGE OF MALONE  
WATER AND WASTEWATER FACILITIES**

Whereas, pursuant to **Resolution No. 2017-08-89** the Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an Agreement dated January 3, 2018 to provide Water Quality Management Services for the Village's Wastewater Treatment Facilities, and

Whereas, pursuant to **Resolution No. 2020-02-08** the Authority expanded its services to provide Operator of Record and Management Services for the Village's Water Treatment Facility, and

Whereas, pursuant to **Resolution No. 2023-10-82** the Authority expanded its services to provide Management Services for the Village's Water and Wastewater Facilities, and

Whereas, the current annual amount for these combined services totaled \$176,288, and

Whereas, the Village has requested the Authority provide additional operator and maintenance services, and

Whereas, the Authority provided the Village with a proposal for Operations, Maintenance and Management Services for a period of five year as follows:

Year 1 (November 1, 2024 – May 31, 2025) – \$384,000  
Year 2 – \$678,000  
Year 3 – \$698,000  
Year 4 – \$719,000  
Year 5 – \$741,000, and

Whereas, the Authority and the Village will negotiate and execute a separate Memorandum of Understanding to document the agreed upon terms and conditions by which the Village's existing employees will transfer to the Authority's employment.

Now, therefore be it

**RESOLVED**, that the attached Operation, Maintenance, and Management Services Agreement, by and between the Authority and the Village, is hereby approved. The Executive Director is hereby authorized and directed to negotiate an agreeable start date to commence such services and to execute said Agreement.

**BE IT FURTHER RESOLVED, that the Executive Director is authorized to negotiate and execute a Memorandum of Understanding, by and between the Authority and the Village to document the agreed upon terms and conditions by which the Village's existing employee will transfer to the Authority's employment.**

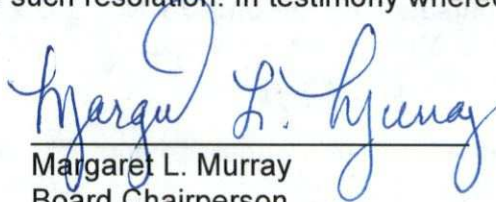
Motion by: A. MacKinnon  
Seconded by: E. Virkler

Bibbins – <b>Yes</b> *	Hefferon – <b>Yes</b>	MacKinnon – <b>Yes</b>	Murray – <b>Yes</b>
Doheny – <b>Yes</b> *	Henry - <b>Present</b>	McGrath – <b>Present</b> *	Virkler – <b>Yes</b>
Hall – <b>Yes</b>	Hunt - <b>Present</b>	Mastascusa – <b>Yes</b>	

\* - 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. 2024-10-79 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 October, 2024, 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 October, 2024.

  
Margaret L. Murray  
Board Chairperson

**OPERATION, MAINTENANCE & MANAGEMENT SERVICES AGREEMENT**  
**FOR VILLAGE OF MALONE WATER AND WASTEWATER FACILITIES**

This sets forth the Management Services Agreement made as of \_\_\_\_\_, 20\_\_\_\_, by and between the **VILLAGE OF MALONE**, a New York municipal corporation with offices at 343 West Main Street Malone, New York 12953, ("Village"), and the **DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**, a New York public authority with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

**RECITALS**

1. The Village has determined that the Authority is qualified and equipped to provide Operation, Maintenance & Management Services for the Village's Water and Wastewater Facilities and desires to engage the Authority for such services. The Village is authorized to enter into this Agreement by Resolution dated \_\_\_\_\_, 2024 a certified copy of which is attached as Exhibit "A".
2. The Authority desires to provide Operations & Management Services for the Village's facilities described in this agreement.

**AGREEMENT**

In consideration of the mutual covenants herein contained, the parties agree to the following Articles:

Article I	Definitions
Article II	Employment and Scope of Services
Article III	Terms
Article IV	Compensation
Article V	Village Responsibilities
Article VI	Termination
Article VII	Insurance and Liability
Article VIII	Accounts
Article IX	Miscellaneous

**ARTICLE I - Definitions**

Section 101. Defined Terms. As used or referred to in this agreement, unless a different meaning clearly appears from the context:

- 1) "Authority Officer" means the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Development Authority of the North Country.

- 2) "Chief Elected Official" means the Village Mayor.
- 3) "Department of Environmental Conservation", the regulatory agency administering the legal requirements for the clean water programs within New York State, referred to as the "DEC".
- 4) "Department of Health", the regulatory agency administering the legal requirements for drinking water within New York State, referred to as the "DOH".
- 5) "EDU", equivalent dwelling unit intended to indicate a standard based upon the average single-family residence.
- 6) "Emergency", an unforeseen combination of circumstances or the resulting state that calls for immediate action.
- 7) "Duty Hours" an 8-hour period Monday through Friday between the hours of 7:00 am and 3:30 pm excluding all Federal and State Holidays.
- 8) "Non-Duty Hours", all hours prior to and immediately following the assigned duty hours.
- 9) "Fiscal Year" for the Village means the period of twelve (12) calendar months beginning with June 1<sup>st</sup> of any year and ending with May 31<sup>st</sup> of the next, and for the Authority means the period of twelve (12) calendar months beginning with April 1<sup>st</sup> of any year and ending with March 31<sup>st</sup> of the next year.
- 10) "Operations and Maintenance Expenses", charges incurred for day-to-day operation of the facilities. It shall include such things as labor, materials, cost of utilities, costs of repairs to the facilities, and other day-to-day expenses associated with the normal operation of the facilities.
- 11) "Record Drawings", engineered drawings that have been prepared for construction and have been updated upon project completion to reflect any changes made to the original design.
- 12) "SCADA", Supervisory Control and Data Acquisition system owned by the Village and used by the Authority to remotely monitor certain facilities.
- 13) "GIS", Geographic Information Systems employed by the Authority to map infrastructure assets.
- 14) "Hosting Services", refers to the act of the Authority storing and providing access to spatial data via the Internet Mapping Application.
- 15) "Wastewater Facilities", the municipally owned wastewater facilities, described in detail on Record Drawings, Operation and Maintenance Manuals and briefly described below.

### Water Pollution Control Facility

- All pumps, motors, outfalls, generators and treatment equipment within the Water Pollution Control Facility (WPCF) located at 4 Lane St. Malone NY 12953.
- All tanks and buildings located at 4 Lane St. Malone NY 12953.

### Sanitary Sewer Collection

- 3 sanitary sewer siphons
- 1 sanitary sewer lift station
- Approximately 44 miles of sanitary sewer main
- Approximately 755 sanitary sewer manholes

- 16) "Water Facilities" the municipally owned water treatment facilities described in detail on Record Drawings, Operation and Maintenance Manuals and briefly described below.

### Water Treatment Plant

- 1 control building
- 1 cold storage building
- 1 water shed
- 1 water treatment building
- 1 1.0 million gallon reservoir
- 1 elevated 750,000 gallon storage tank
- 1 concrete 3.0 million gallon storage Tank (Pinnacle)
- Production Well No.1 and 20,000 gallon equalization tank
- Production Well No. 2 and 20,000 gallon equalization tank
- Production Well No. 3 and 20,000 gallon equalization tank (pending construction)
- All pumps, casing, valves, emergency generators and chemical feed systems associated with the treatment and distribution of drinking water

### Water Distribution

- Approximately 50 miles of water main
- Approximately 574 valves
- Approximately 297 hydrants

## **ARTICLE II - Employment and Scope of Services**

Section 201. Engagement. The Village hereby engages the Authority to provide Operation, Maintenance and Management Services for the Village's Wastewater Facilities and Water Facilities. The Authority shall provide; 1) a Water Quality Supervisor to manage the Wastewater Facilities and Water Facilities, and 2) Water Quality Operators/Technicians to operate and manage the Water Pollution Control

Facility and the Water Treatment Plant. The Village shall provide staff to operate the Sanitary Sewer Collection and Water Distribution.

Section 202. Scope of Services. The Authority shall provide necessary personnel to perform the following services:

1) **MANAGEMENT SERVICES**

For this contract, the Authority will provide a Water Quality Supervisor to provide Management Services of the Water Pollution Control Facility and Water Treatment Facility. Additionally, the Water Quality Supervisor will provide Management Services of the Village's Water Distribution and Sanitary Sewer Collection departments. The components and tasks associated with Water Distribution and Sanitary Sewer Collection Departments are listed in Section 101 of this Document. The Authority shall ensure the facilities are operated in accordance with all local, state and federal laws, policies and guidelines. The Authority will provide a Water Quality Supervisor exclusively assigned and dedicated to the Village of Malone ("WQ Supervisor").

The WQ Supervisor has many critical duties including, but not limited to the following:

- Budgeting - provide input on the Village's wastewater capital and operating budgets. Review financial reports prepared by the Village Treasurer and work with Village's staff to monitor and control sewer expenses.
- Planning – including setting objectives, developing routine procedures, problem solving and decision-making.
- Organizing – including assigning responsibilities for work activities so that the plant's mission will be achieved and delegating authority necessary to properly accomplish work activities.
- Directing – ensuring that the day-to-day plant functions are carried out.
- Controlling – evaluating results and performance against a set of objectives. This includes the evaluation of financial, technical and personnel objectives.
- Safety – oversee administration of the Village's Health & Safety program for the Water Pollution Control Facilities operations and ensure that tasks are performed in accordance with the Village's safety program.
- Implement and maintain an asset management plan for the Village's water and wastewater infrastructure and incorporate into a Computerized Maintenance Management System. Including annually updating this document ahead of the Village's budget setting process to inform the Board and staff on the condition of their critical assets.

- Oversee and manage the Village's Significant Industrial User (SIU) program.
- Provide technical input and recommendations in the annual operation and maintenance and capital budget process.
- Provide technical input and recommendations in present and future water and wastewater engineering and construction projects.
- Provide technical input and recommendations to the Village regarding customer complaints and concerns.
- Provide technical input and recommendations to the Village in present and future water and wastewater agreements.
- Implement and improve preventative maintenance plans and work orders.
- Recommend routine repair/replacement of equipment.
- Coordinate with the Village for routine purchases of supplies, chemicals, services and equipment necessary for plant operations.
- Coordinate facility daily operations, process decisions, maintenance and sampling to maintain compliance with the permits and applicable regulations.
- Coordinate daily work assignments, weekend coverage and emergency call-in schedules of operators.
- Compile monthly operation and maintenance reports for Village's Management.
- Interface with regulatory agencies, engineering consultants, Village officials and customers.
- Provide technical input and recommendations for writing grants and obtaining funding.
- Assist the Authority's Board Certified Safety Professional with periodic Health & Safety inspections of the Village's Water Pollution Control Facilities, identify and implement corrective actions to ensure compliance with the Occupational Safety & Health Administration (OSHA) General Industry standard (29 CFR 1910) as administered by the Public Employee Safety & Health (PESH) Bureau.
- Coordinate activities with Village Superintendent Department of Public Works, as needed.
- Attend Village Board meetings as necessary.

- a) Provide Management of the Water Distribution and Sanitary Sewer systems as described in Section 101, including the personnel and assets listed below.
- 2 Machine Equipment Operators/CDL drivers
  - 2 Laborers
  - 1 combination sewer jet and vactor truck
  - 1 vactor trailer
  - 1 water truck (White Ram 2500)
  - 1 sewer truck (Green F250)
  - Leak detection equipment
  - Sewer camera equipment

<b>Sewer Department Services</b>
<b>Daily Maintenance</b>
- UDIG-NY requests
<b>Weekly Maintenance</b>
- Inspection of priority manholes and sanitary sewer lines as identified in the Village's Sanitary Sewer Management Plan (SSMP)
<b>Monthly Maintenance</b>
- Perform monthly manufacturer recommended maintenance tasks for all equipment
<b>Quarterly Maintenance</b>
- High pressure sewer jet "problem areas"
<b>Annual/Semi-Annual Maintenance</b>
- Manhole inspections
- CCTV inspection
- Sanitary Sewer line flushing as required by the SSMP
<b>Reporting &amp; Additional Tasks</b>
- Manhole inspections
- CCTV inspection
- Sanitary Sewer line flushing as required by the SSMP

<b>Water Department Services</b>
<b>Daily Maintenance</b>
- UDIG-NY Requests
- Water service on/off requests
- Water meter installations
<b>Weekly Maintenance</b>
- Inspection of air release valves
- Inspection of pressure reducing valves
<b>Monthly Maintenance</b>
- Hydrant replacements
- Valve box replacements
- Corporation/tap installation
<b>Semi-Annual/Annual Maintenance</b>
- Valve exercising and hydrant flushing
- Hydrant winterization
- Hydrant painting and maintenance
<b>Additional Tasks</b>
- Oversight of water main repairs
- Valve box cleaning/plug installation
- Emergency water call-ins
- Perform leak detection of suspected water main breaks

2) **OPERATION & MAINTENANCE SERVICES**

<b>Wastewater Facilities Services</b>
<b>Daily Tasks</b>
- Schedule and assign staff to operational duties
- Perform NYS DEC permit required daily sampling/testing
- Perform process control daily sampling/testing/measurements and make process adjustments as necessary to maintain optimum facility performance
- Review past 24-hours of operations to ensure that monitoring parameters have been within acceptable limits, and report to regulatory agency's as necessary
- Visual inspection of the operation of the wastewater treatment plant, lift stations and siphons; inspect and examine all pumps, screens, electrical equipment and piping for proper operation
- Maintain records of daily operations
- Perform daily inspections of all lift stations/siphons and record daily data
- Place orders, sequence and schedule with vendors for chemical deliveries, and part/inventory deliveries
- Manage subcontracted laboratory
- Perform NYALERT notifications for the WPCF and sewer collection system
- Perform daily manufacturer recommended maintenance tasks for all equipment
- General housekeeping of the treatment plants and pump stations
- Snow removal and lawn mowing of the wastewater treatment facility utilizing the Village's equipment, specifically 1 riding lawn mower (John Deere Z920M or

equivalent), 1 weed whacker (Stihl FS56RC or equivalent), 1 Ford F-250, 1 Ford F-350 with dump box and straight blade plow, 1 Ford Ranger, and 1 John Deere tractor currently located at the wastewater facility
<b>Weekly Tasks</b>
- Perform NYS DEC permit required weekly sampling/testing
- Perform process control weekly sampling/testing/measurements and make process adjustments as necessary to maintain optimum facility performance
- Perform monthly manufacturer recommended maintenance tasks listed below <ul style="list-style-type: none"> <li>• Weekly: Thickened sludge pump lubrication</li> <li>• Weekly: Operating primary settling tank scum system</li> <li>• Weekly: Composite sample flushing</li> <li>• Weekly: Primary settling tank alarm check</li> </ul>
- Perform weekly inspections of all lift stations and siphons and record weekly data
- Completion of weekly facility safety tasks such as; <ul style="list-style-type: none"> <li>• Inspection of Eyewash Stations</li> </ul>
- Coordinate Biosolid and Grit disposal at local landfill/ transfer station. This task will either be performed by Village staff with the appropriate Commercial Driver's License (CDL) or by contract haulers.
<b>Monthly Tasks</b>
- Perform NYS DEC permit required monthly sampling/testing
- Perform monthly required sludge disposal sampling
- Compile and distribute monthly status report to the Village
- Compile and distribute monthly operations report and discharge monitoring report to regulatory agencies
- Perform monthly manufacturer recommended maintenance tasks listed below <ul style="list-style-type: none"> <li>• Monthly: Inspect/Clean Influent Pumps</li> <li>• Monthly: Rotate Secondary Digester Blowers</li> <li>• Monthly: Influent Building Equipment Cleaning</li> <li>• Monthly: Dewatering Pump Lubrication</li> <li>• Monthly: Blower Greasing</li> <li>• Bi-Monthly: Rotating Biological Contactor Greasing</li> <li>• Monthly: Circular Tank Component Inspection and Lubrication</li> <li>• Monthly: Thickened Sludge Pump Inspection and Lubrication</li> <li>• Monthly: Primary Settling Tank Sprocket Greasing</li> <li>• Monthly: Load Cell Test</li> <li>• Monthly: Parshall Flume Inspection</li> </ul>
- Perform monthly inspections of all lift stations and record monthly data
- Completion of monthly facility safety tasks listed below <ul style="list-style-type: none"> <li>• Monthly: Fire Extinguisher Inspection</li> <li>• Monthly: Crane &amp; Hoist Inspection</li> <li>• Monthly: Vehicles Inspection</li> </ul>
- Manage Significant Industrial Users (SIUs)
<b>Quarterly Tasks</b>
- Perform NYS DEC permit required quarterly sampling/testing
- Perform quarterly manufacturer recommended maintenance tasks listed below

<ul style="list-style-type: none"> <li>• Quarterly: Sludge Press Lubrication</li> <li>• Quarterly: Inspect Secondary Clarifier Sweeps and Skimmers</li> <li>• Quarterly: Automatic Barscreen Inspection/Greasing</li> <li>• Quarterly: Belt Filter Press Greasing</li> <li>• Quarterly: Primary Digester Pumps Inspection and Greasing</li> <li>• Quarterly: Secondary Digester Blowers Greasing</li> <li>• Quarterly: Thickened Sludge Pumps Clearance Inspection</li> <li>• Quarterly: Valve Exercising</li> </ul>
- Collect samples for quarterly & annual regulatory reports
- Completion of quarterly facility safety tasks <ul style="list-style-type: none"> <li>• Quarterly: Harness and Sling inspection</li> </ul>
- Review of SIU sampling events
<b>Annual Tasks/Semi-Annual</b>
- Perform NYS DEC permit required semi-annual & annual sampling/testing
- Compile and distribute annual required reports to regulatory agencies (Fast Report On Significant Industries (FROSI), NYSDEC Flow Certification, Water Treatment Chemical (WTC) Report, Discharge Monitoring Report (DMR)-Quality Assurance (QA) Study, Biosolids report.
- Schedule annual backflow prevention testing
- Schedule annual flow meter calibrations
- Perform annual inspection of SIU facility's
- Perform annual manufacturer recommended maintenance tasks listed below <ul style="list-style-type: none"> <li>• Semi Annual: Oil Change on Dewatering Pump &amp; Press</li> <li>• Semi Annual: Belt Dewatering Press</li> <li>• 4 Year: Mechanical Barscreen Repacking</li> <li>• Annual: Inspection of Primary Settling Tanks</li> <li>• Semi Annual: Secondary Settling and Thickener Hub Greasing</li> <li>• Annual: Fan/Blowers Greasing</li> <li>• Biennial: Automatic Barscreen Lubrication</li> <li>• Biennial: Secondary Sludge Pumps Oil Change</li> <li>• Annual: Bypass Screen Oil Change</li> <li>• Annual: Influent Pumps Cleaning/Oil Change</li> <li>• Annual: Automatic Barscreen Inspection and Oil Change</li> <li>• Annual: Sludge Transfer Motor Greasing</li> <li>• Annual: Grease Splitter Box Gate Valves</li> <li>• Annual: Digester Inspection</li> <li>• Annual: Primary Sludge/Scum Pumps Oil Change</li> <li>• Annual: Thickener Inspection/ Oil Change</li> <li>• 5 Year: Digesters Inspection</li> <li>• Annual: Trash Pump Oil Change</li> <li>• Annual Tank Inspection</li> <li>• Annual: Suspension Heaters Cleaning/Oiling</li> <li>• Annual Flame Arrestor Inspection</li> <li>• Semi-Annual Grit Chamber Oil Change</li> </ul>
- Review and update asset management plan
- Renew annual, biannual & 5 year permits with NYS DEC

- Manhole/sanitary sewer inspections
- Collect and distribute 3 year SIU industrial chemical surveys
- Perform 5 year inspections of dental facilities and compile/distribute the Mercury Minimization report to regulatory agencies
- Perform 5 year WET testing and compile/distribute the report to regulatory agencies
- Completion of annual facility safety tasks listed below <ul style="list-style-type: none"> <li>• Annual: SDS/Chemical Inventory Review</li> <li>• Annual: Fire Alarm Check</li> <li>• Annual: Review of Accident Reporting Procedures</li> <li>• Annual: Fire Extinguisher Inspection</li> <li>• Annual: Update PESH Accident Report Log</li> <li>• Annual: Inspection of Fixed Ladders, Rails and Stairs.</li> <li>• Annual: Crane &amp; Hoist Inspection</li> <li>• Annual: LOTO Audit &amp; Safety SOP Review</li> <li>• Annual: PPE Assessment Review</li> <li>• Annual Health and Safety Inspection</li> <li>• Annual Health and Safety Manual Update</li> </ul>

<b>Water Facilities Services</b>
<b>Daily Tasks</b>
- Schedule and assign staff to operational duties
- Perform process control daily sampling/testing/measurements and make process adjustments as necessary to maintain optimum facility performance
- Visual inspection of the operation of the water treatment plant, reservoirs, and storage tanks, inspect and examine all pumps, valves, electrical equipment and piping for proper operation
- Review of past 24-hours of operations to ensure that monitoring parameters have been within acceptable limits.
- Snow removal and lawn mowing of the water treatment and storage facilities utilizing the Village's equipment, specifically 1 riding lawn mower (John Deere or equivalent), 1 weed whackers (Stihl FS56RC or equivalent), 1 Ford F-250 with V-plow and sander, 1 Dodge Ram 2500, currently located at the water treatment facility/water shed.
- Maintain records of daily operations
- Place orders, sequence and schedule with vendors for chemical deliveries, and part/inventory deliveries
- Manage subcontracted laboratory
<b>Weekly Tasks</b>
- Perform NYS DOH sampling as required by the State issued sampling plan
- Perform weekly manufacturer recommended maintenance tasks listed below <ul style="list-style-type: none"> <li>• Weekly: Record pump operating hours</li> <li>• Weekly: Record generator run hours</li> </ul>
- Perform weekly inspections of all water storage tanks
- Completion of weekly facility safety tasks listed below <ul style="list-style-type: none"> <li>• Inspection of Eyewash Stations</li> </ul>

<b>Monthly Tasks</b>
- Perform NYS DOH sampling as required by the State sampling plan
- Compile and distribute monthly status report to the Village
- Compile and distribute monthly operations report regulatory agencies
- Perform monthly manufacturer recommended maintenance tasks listed below <ul style="list-style-type: none"> <li>• Monthly: replace chlorine analyzer solutions</li> </ul>
- Completion of monthly facility safety tasks listed below <ul style="list-style-type: none"> <li>• Monthly: Fire extinguisher inspections</li> <li>• Monthly: Vehicle inspections</li> <li>• Monthly: Crane and hoist inspections</li> </ul>
<b>Quarterly Tasks</b>
- Perform NYS DOH sampling as required by the State sampling plan
<b>Annual/ Semi-Annual Tasks</b>
- Perform NYS DOH sampling as required by the State issues sampling plan
- Complete NYS DOH Annual Water Quality Report
- Complete NYS DEC water withdrawal report
- Complete any regulatory sampling as required by EPA, NYS DOH, and DEC.
- Compile and distribute bacteriological sampling for each prison connected to the Village's system
- Coordinate 5 year water tower inspections
- Perform recommended manufacturer's maintenance listed below <ul style="list-style-type: none"> <li>• Annual: Well pump oil change</li> </ul>
- Inspection of air releases and pressure reducing valves
- Annual valve exercising
- Annual hydrant flushing and maintenance
- Completion of annual facility safety tasks listed below <ul style="list-style-type: none"> <li>• Annual: SDS/Chemical Inventory Review</li> <li>• Annual: Fire Extinguisher Inspection</li> <li>• Annual: Update PESH Accident Report Log</li> <li>• Annual: PPE Assessment Review</li> <li>• Annual: Health and Safety Inspection</li> </ul>

3) **OPERATOR OF RECORD SERVICES**

The Authority will provide operator of record services for the wastewater facilities, and water facilities.

4) **ASSIGNED AUTHORITY STAFF**

The Authority's Director of Water Quality Management shall be the primary representative of the Authority for providing other management services. WQ Supervisors shall represent the Authority providing Management Services. WQ Operators/Technicians will perform day-to-day maintenance and operations. Other staff will be provided as needed.

5) **ADDITIONAL SERVICES**

- a) Transportation for Authority employees to complete the routine tasks described above.
- b) Computer equipment, cell phones, employee uniforms, safety gear, and other items personally assigned to employees and required to perform work.
- c) Employee training and licensing costs.
- d) GIS: Through execution of this Contract, the Authority will, at no additional charge, provide web-based hosting services for these datasets under provisions set forth in Appendix A. The Authority agrees to provide the Village with GIS Hosting Services and access to the IMA via a public portal at no extra fee as part of this contract. If the Village elect to keep its GIS data on a private portal, the Village agrees to pay an annual fee for private portal GIS hosting services. The Village may elect not to utilize this service.

6) **EMERGENCY PROCEDURES & SERVICES**

- a) The Authority will exercise due diligence and prudent judgment in response to any emergency situation that may occur. The Authority will utilize documented Standard and Emergency Operating Procedures, prepared by the Authority, during both regular and emergency operations. The Authority will take immediate action to minimize liability to the Village's facilities while notifying the Village of Malone Mayor.
- b) The Authority will provide 24-hour coverage for alarm and emergency responses. All responses to emergencies during non-duty hours will be billed at the employee's rate specified in Appendix B, including a two hour minimum for any call-outs.
- c) Emergency situations, such as water or sewer line breaks in NYS right of ways, may require the assistance of external contractors to expeditiously resolve the issue and restore service. The Village will be responsible for entering into such emergency contracts directly. The Authority will advise the Village in the event that staffing is unable to respond to the emergency and recommend a contractor be engaged.

7) **GENERAL**

- a) All work will be conducted in accordance with all State and Federal Laws and Regulations.
- b) Authority representatives will take directions only from the Village representatives designated by the Village to oversee this contract.

**ARTICLE III - Term**

Section 301. Term. The term of this agreement shall be for five (5) years commencing November 1, 2024 and terminating May 31, 2029, to coincide with the Village's fiscal year.

#### **ARTICLE IV - Compensation**

Section 401. Compensation. For all services required under this agreement, Authority shall be compensated as follows

Year	Period	Base Contract Cost
1	November 1, 2024 to May 31, 2025	\$384,000
2	June 1, 2025 to May 31, 2026	\$678,000
3	June 1, 2026 to May 31, 2027	\$698,000
4	June 1, 2027 to May 31, 2028	\$719,000
5	June 1, 2028 to May 31, 2029	\$741,000

- 1) A monthly invoice of the Authority's fee will be submitted to the Village, payable within thirty (30) days following receipt of the invoice.
- 2) The Authority will not add an administrative fee or any other charges to any invoices from any third party.

Section 402. Emergency-related Equipment and Material. The Village shall pay the Authority the cost of equipment rental and material used and incurred by the Authority in coping with an emergency. The Village will make payment within 30 days following receipt by the Village of a proper invoice of such costs so incurred.

Section 403. Additional Work. The Village may request the Authority to perform work, in addition to that described in Article II, Employment and Scope of Services. The Village shall pay Authority the cost thereof according to Appendix B, within 30 days following receipt by the Village of a proper invoice therefore.

#### **ARTICLE V - Village Responsibilities**

Section 501. Facilities. The Village shall make available to the Authority the Water Pollution Control Facilities and Water Treatment Facilities described in this agreement. The Village shall immediately notify the Authority of any problems, concerns, operation specification variances which may occur during this operation period. The Village agrees to address safety issues that are in violation with 29 CFR 1910, as identified from periodic Health & Safety inspections to be performed by the Authority's Board Certified Safety Professional.

Section 502. Easements and Licenses. The Village shall maintain all easements, licenses and permits that have been granted to the Village as owner of the Water Pollution Control Facilities and Water Treatment Facilities and procure all others necessary to operate and maintain such facilities.

Section 503. Village Expenses.

- 1) The Village will be responsible for the costs of all laboratory, vendor maintenance (i.e., generator service, electrical contractor services, etc.), heavy equipment rental charges, materials, chemicals, utilities, SCADA computer, SCADA software licenses, permit fees, Internet and other supplies and capital costs necessary to operate and maintain the Water Pollution Control Facilities and Water Treatment Facilities.
- 2) The Village will be responsible to notify the Authority upon discovery of any sewer collection system issues, including breaks, overflows, etc.

Section 504. Snow Removal. The Village will be responsible for:

- 1) Major or excessive snow falls which cannot be handled by a standard four-wheel drive pickup truck with plow.
- 2) Clearing after multiple plowing events due to limited space.
- 3) In extreme conditions, snow removal as requested by the Authority.

#### **ARTICLE VI - Termination**

Section 601. Termination. The Village and/or Authority may terminate this Agreement with or without cause upon 365 days prior written notice, provided however, that the Village shall pay the Authority all contractual expenses at a prorated rate based upon the annual authorized contract amount incurred by the Authority to the date of termination.

#### **ARTICLE VII – Insurance/Liability**

Section 701. Insurance. The Village shall secure and maintain with New York State qualified insurers insurance in amounts satisfactory to the Authority against loss or damage to the Authority and its facilities and against public or other liability to the extent not less than that reasonably necessary to protect the interest of the Authority. 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 its negligent actions or inactions related to the Village's obligations under this Agreement. The Authority shall secure and maintain with New York State qualified insurers in amounts satisfactory to the Village against loss or damage to the Village and its facilities and against public or other liability to the extent not less than reasonably necessary to protect the interests of the Village. 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 its negligent actions or inactions related to the Authority's obligations under this Agreement.

Section 702. Liability. 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 to the Authority in the event of a breach beyond its 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.

Section 703. Indemnification. The Village shall be solely liable for, and shall indemnify, defend and hold harmless the Authority from any claims, suits, judgments, causes of action, liability, or business losses, which result from or arise out of claims brought by CSEA Local 1000 concerning the services to be performed by the Authority at the Village of Malone Water Pollution Control, and Water Treatment Facilities.

#### **ARTICLE VIII - Accounts**

Section 801. Accounts and Audits. All accounts, reports and other records generated by Authority by 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 Authority for a minimum of three years following the expiration or earlier termination of this agreement or an extended agreement.

#### **ARTICLE IX – Miscellaneous**

Section 901. Independence of Agreement. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to the Operation and Management Services of the Village's Facilities. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivables and equipment resulting from or required by such operation and maintenance 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.

Section 902. Access. The Village and its authorized representatives retain all rights of access to the Wastewater and Water Facilities.

Section 903. Authority Status. 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.

Section 904. Waiver. 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.

Section 905. Governing Laws. 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.

Section 906. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

Section 907. Notices. 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. Service shall be complete upon such mailing except in the case of a notice to change an address, in which case service shall be complete when the notice is received by the addressee.

All of the above is established by the following signatures for the respective parties:

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

By: \_\_\_\_\_  
Carl E. Farone, Jr.  
Executive Director

Date: \_\_\_\_\_

**VILLAGE OF MALONE**

By: \_\_\_\_\_  
Andrea Dumas  
Mayor

Date: \_\_\_\_\_

## **OPERATION, MAINTENANCE & MANAGEMENT SERVICES AGREEMENT**

### **FOR VILLAGE OF MALONE WATER AND WASTEWATER FACILITIES**

#### **APPENDIX A – WEB-BASED GIS HOSTING FOR VILLAGE OF MALONE**

In consideration of the mutual covenants herein contained, the parties agree to the following Articles:

Article I	Definitions
Article II	Scope of Services
Article III	Terms
Article IV	Compensation

#### **ARTICLE I - Definitions**

Section 101. Defined Terms. As used or referred to in this Agreement, unless a different meaning clearly appears from the context:

- 1) "GIS," Geographic Information System used to store, display, and query spatial information.
- 2) "IMA," Internet Mapping Application, the Authority's web-based GIS which serves as the platform for providing GIS hosting services
- 3) "Hosting Services," refers to the act of the Authority storing and providing access to spatial data via the IMA.
- 4) "Datasets," refers to spatial data in formats that are compatible with the Authority's GIS, including shapefile and geodatabase.
- 5) "Data Maintenance," refers to Authority activities related to: A) editing existing customer data on the IMA, or B) adding new customer data to the IMA.

#### **ARTICLE II - Scope of Services**

Section 201. Base Services. The Authority will provide the Village of Malone ("Village") with the following base services at no additional charge. The scope of base services is outlined below:

- 1) The Authority agrees to provide the Village with GIS Hosting Services and access to the IMA via a public portal at no extra fee as part of this contract. If the Village elect to keep its GIS data on a private portal, the Village agrees to pay an additional annual fee for GIS hosting services as outlined in Section 401 Table 1 of this Appendix A.
- 2) Access to the IMA is provided through the Internet 24 hours/day, 7 days/week, with the exception of planned interruptions for system maintenance and unplanned interruptions in service beyond the Authority's control. The Authority will endeavor to

provide as much advance notice of scheduled interruptions as reasonably possible, and not less than 48 hours. In the event of unscheduled interruptions, the Authority will use its best efforts to restore services as soon as reasonably possible under all the circumstances then existing.

- 3) The Village will provide Datasets to the Authority in a format compatible with the IMA (shapefile or geodatabase).
- 4) The Village will be responsible for obtaining and maintaining any computer equipment (hardware, software, etc.) and high-speed Internet connection to access Hosting Services.
- 5) The Village agree not to use the IMA to upload, post, submit, e-mail or transmit any content that infringes on any patent, trademark, trade secret, or copyright. In no event will the Village hold liable the Authority for any damages, loss of profits, or other losses for the use or misuse of the IMA.
- 6) The Village understand that Hosting Services are provided "as is" with no warranties of any kind.
- 7) All the Village' Datasets hosted on the IMA will remain the property of the Village. The Village' Datasets are defined as those that the Village develops, on its own or through contract. In the event that this Agreement is not renewed, the Authority will provide the Village with all the Village' Datasets in electronic format within not more than 15 days.
- 8) The Authority will provide Hosting Services for Datasets other than those currently existing (referred to hereafter as "Other Datasets"). Other Datasets must be developed by the Authority (under Section 202, Additional Services), the Village, or a third party. Other Datasets not developed by the Authority must be provided by the Village in "shapefile" or "geodatabase" format.
- 9) Base services provided by the Authority shall include: a total of twenty-four hours of staff time per year for Customer updates; staff time to annually update base map data including parcel data as supplied by the County, road data, orthoimagery, etc.; and phone support for technical questions concerning the IMA during regular business hours.

Section 202. Additional Services. Any other tasks that are not included in the scope of base services described above, such as additional Data Maintenance or developing new datasets, all as requested of the Authority by the Village will be reimbursed as described in Section 402 of Appendix A.

### **ARTICLE III – Terms**

Section 301. Term. The Authority will provide the Village' GIS Hosting Services and IMA access at no additional cost for the term specified in Article III of the Operations and Management Services Agreement.

## ARTICLE IV – Compensation

Section 401. Compensation. The Authority shall provide base services as outlined in Section 201. Under this Operations and Management Services Agreement, the Village are provided with data hosting and access to the public IMA portal at no additional charge; however, if the Village elect to maintain its data on a private portal, the Village will be charged an additional fee for private portal access as outlined in Table 1 below.

TABLE 1 – ANNUAL COST OF GIS HOSTING SERVICES BY YEAR

<b>Year</b>	<b>Period</b>	<b>Annual Fee</b>
1	10/1/24 – 05/31/25	\$1,020
2	06/1/25 – 05/31/26	\$1,700
3	06/1/26 – 05/31/27	\$1,700
4	06/1/27 – 05/31/28	\$1,800
5	06/1/28 – 05/31/29	\$1,800

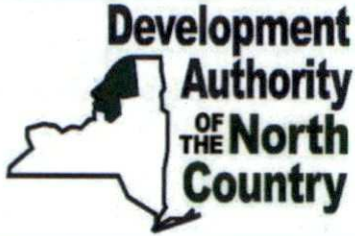
Section 402. Additional Services. The Village shall pay the Authority for Additional Services at the labor hour burdened rate for the specific job classification performing the services (see Appendix B). The Authority reserves the right to update the hourly rates annually effective April 1, i.e. the beginning of the Authority's fiscal year. The Authority will provide an updated rate table at that time. The Authority shall submit monthly invoices properly itemized and supported. The Village will provide the reasonable support services of its staff as appropriate to assist in implementing Additional Services.

**OPERATION, MAINTENANCE & MANAGEMENT SERVICES AGREEMENT  
FOR VILLAGE OF MALONE WATER AND WASTEWATER FACILITIES**

**APPENDIX B**

**April 1, 2024 – March 31, 2025  
(Updated annually on April 1)**

<b>Employee Wage Rate</b>	<b>Standard</b>	<b>Overtime</b>
Director of Engineering	\$132	NA
WQ Division Director	\$117	NA
WQ Assistant Director	\$108	NA
Controls Engineer	\$95	NA
WQ Supervisor Operations	\$90	NA
Project Engineer	\$85	NA
GIS Supervisor	\$85	NA
WQ Supervisor Management Services	\$83	NA
GIS Analyst	\$78	NA
Senior Operator	\$73	\$92
Operator	\$67	\$84
Admin	\$62	\$80
Technician	\$60	\$74



**Board Resolution No. 2024-10-80**  
**October 24, 2024**

**FISCAL YEAR 2025 OPERATING BUDGET AMENDMENT**  
**WATER QUALITY DIVISION**

Whereas, the Development Authority of the North Country adopted an Operating Budget for FY 2025 pursuant to **Resolution No. 2024-02-10**, and

Whereas, the Authority has been providing Water Quality Management services to the Village of Malone since 2018, and

Whereas, the Village of Malone has requested an expanded contract with the Authority that will increase revenue for FY 2025 by \$203,337, and

Whereas, the expanded services will require four additional Water Quality Operators/Technicians that will increase Water Quality contract expenses by \$202,045.

Now, therefore be it

**RESOLVED**, upon execution of the Service Agreement and Memorandum of Understanding with the Village of Malone pursuant to Resolution No. 2024-10-79, the Development Authority of the North Country hereby amends the FY 2025 Water Quality Contracts Budget as follows:

WQ Contracts (Company 44)	Current Budget	Amended Budget	Change
Customer Billings	\$ 1,967,643	\$ 2,170,980	\$ 203,337
Water Quality Wages	\$ 958,625	\$ 1,046,080	\$ 87,455
Overtime Wages	\$ 25,108	\$ 27,732	\$ 2,624
FICA Expense	\$ 64,591	\$ 68,617	\$ 4,026
Pension Expense	\$ 138,261	\$ 151,087	\$ 12,826
Health Insurance	\$ 176,160	\$ 210,985	\$ 34,825
Workers Comp	\$ 50,278	\$ 55,989	\$ 5,711
Disability Insurance	\$ 4,294	\$ 4,787	\$ 493
Post Retirement Overhead	\$ 79,091	\$ 88,176	\$ 9,085
On-Call Stipend	\$ 7,800	\$ 11,050	\$ 3,250
Water Quality Allocation	\$ 271,148	\$ 312,898	\$ 41,750
<b>Total Change in Expenditures</b>			<b>\$ 202,045</b>
<b>Net Change</b>			<b>\$ 1,292</b>

BE IT FURTHER RESOLVED, upon execution of the Service Agreement and Memorandum of Understanding with the Village of Malone pursuant to Resolution No. 2024-10-79, the Development Authority of the North Country hereby amends the FY 2025 Army Sewer Line Budget as follows:

Army Sewer Line (Company 41)	Current Budget	Amended Budget	Change
Cellular Services	\$ 25,600	\$ 26,400	\$ 800
Meals	\$ 8,500	\$ 8,750	\$ 250
Lodging	\$ 10,000	\$ 10,500	\$ 500
Training & Development	\$ 23,500	\$ 24,500	\$ 1,000
Employee Uniforms	\$ 7,900	\$ 9,900	\$ 2,000
Auto Repair	\$ 29,820	\$ 30,320	\$ 500
Auto Fuel	\$ 93,000	\$ 96,000	\$ 3,000
Auto Lease	\$ 205,200	\$ 226,400	\$ 21,200
Vehicle Insurance	\$ 51,100	\$ 54,600	\$ 3,500
Computer Equipment	\$ 10,000	\$ 19,000	\$ 9,000
Water Quality Allocation (g/l 5049)	\$ (501,870)	\$ (543,620)	\$ (41,750)
<b>Net Change</b>			\$ 0

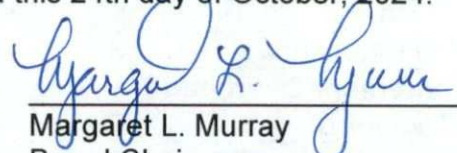
Motion by: M. Hall  
 Seconded by: D. Mastascusa

Bibbins – Yes *	Hefferon – Yes	MacKinnon – Yes	Murray – Yes
Doheny – Yes *	Henry - Present	McGrath – Present *	Virkler – Yes
Hall – Yes	Hunt - Present	Mastascusa – 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. 2024-10-80 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 October, 2024, 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 October, 2024.

  
 Margaret L. Murray  
 Board Chairperson



**Board Resolution No. 2024-10-81**  
**October 24, 2024**

**CAPITAL PROJECT BUDGET AMENDMENT**  
**ADMINISTRATIVE DIVISION**  
**VEHICLE REPLACEMENT**

Whereas, pursuant to **Resolution No. 2024-02-05** the Development Authority of the North Country established a \$320,032 capital project budget for the purchase of seven Fleet Vehicles, and

Whereas, pursuant to **Resolution No. 2024-10-79** the Authority approved an Operation, Maintenance, and Management Services Agreement, by and between the Authority and the Village of Malone (hereinafter "Village"), and

Whereas, pursuant to **Resolution No. 2024-10-80** the Authority amended the operating budget of the Water Quality Division to support the additional services to be provided to the Village pursuant to the Operation, Maintenance, and Management Services Agreement, and

Whereas, the amended budget for the Water Quality Division included the addition of four staff to provide the services requested by the Village, and

Whereas, the four additional staff will be on-call for emergency response purposes and will travel to multiple facilities in the course of a typical day, therefore, four additional light duty trucks will be required at a cost of \$47,500 each, and

Whereas, the Administrative Division purchases Authority fleet vehicles and leases such vehicles to the operating divisions. Therefore, the cost of such light duty trucks was included in the amended operating budget of the Water Quality Division as Auto Lease Expense.

Now, therefore be it

**RESOLVED**, upon execution of the Service Agreement and Memorandum of Understanding with the Village of Malone pursuant to Resolution No. 2024-10-79, the Development Authority of the North Country does hereby amend the Administrative Capital Budget for Fleet Vehicles to increase the budget from \$320,032 to \$510,032.

Motion by: E. Virkler  
Seconded by: M. Hall

Bibbins – **Yes** \*  
Doheny – **Yes** \*  
Hall – **Yes**

Hefferon – **Yes**  
Henry - **Present**  
Hunt - **Present**

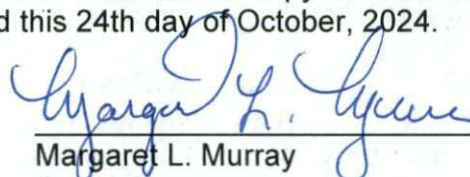
MacKinnon – **Yes**  
McGrath – **Present** \*  
Mastascusa – **Yes**

Murray – **Yes**  
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. 2024-10-81 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 October, 2024, 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 October, 2024.

  
\_\_\_\_\_  
Margaret L. Murray  
Board Chairperson