

FULTON COUNTY
DEPT. OF SOLID WASTE
P.O. Box 28
JOHNSTOWN, NY 12095

(518) 736-5501
FAX: (518) 762-2859
JEFFREY BOUCHARD, OPERATIONS CONSULTANT
CINDY G. LIVINGSTON, DEPUTY DIRECTOR

TO: FULTON COUNTY LANDFILL PERMIT APPLICANTS
FROM: JEFFREY W. BOUCHARD, OPERATIONS CONSULTANT
SUBJECT: FULTON COUNTY LANDFILL USER PERMIT

Please read all of the enclosed information carefully. Your right to use the Fulton County Sanitary Landfill depends on it.

Fulton County has implemented a user permit system for the Fulton County Sanitary Landfill. All necessary application forms, as well as instruction for filling out the forms, are enclosed.

The Fulton County Board of Supervisors adopted a local law, which is known as the "Fulton County Solid Waste Management Law". This local law established the framework for the Department of Solid Waste to administer the permit process.

Upon approval, the user permit will be valid until December 31 of each year. Renewal applications must be filed a minimum of thirty (30) days prior to the expiration date. If you desire to amend your permit; i.e. adding a new truck, notify the Department of Solid Waste a minimum of five (5) days in advance of use.

Attach the permit application fee to your completed application. Make checks payable to the Fulton County Treasurer. Send completed forms and check to the Department of Solid Waste, P.O. Box 28, Johnstown, NY, 12095.

Please note that the Solid Waste Management Law provides Fulton County with a mechanism to revoke landfill privileges of users violating said local law.

If you have any questions concerning the above, contact the Department of Solid Waste, at the above telephone number.

JB:rk
Enclosures

Part A: Applicant Information

For County Use Only:

Account No. _____

Date Issued _____

Check One: Cash Only _____

On Acct. _____

Initials _____

OOA Agreement Yes

No

Approval Date: _____

1. Applicant Business Name: (print/type)

2. Billing Address: _____

3. Contact Person/Info:

(Name)

(Title)

(Phone)

(Fax)

4. E-mail Address: _____

5. Legal Character of Business (check one):

Corporation _____ Partnership _____ Individual _____ Other (explain) _____

6. Annual Permit Fee:

a. Base Fee: \$50.00

b. No. of Vehicles: _____ at \$25.00 per vehicle: \$ _____

Total Fee Attached: \$ _____ (5a + 5b) (attach check here)

7. Provide two credit references (bank, financial institution):

***DO NOT FILL IN IF "CASH" CUSTOMER!**

Name _____

Address _____

Telephone # _____ Fax #: _____

Acct. No. _____

Name _____

Address _____

Telephone # _____ Fax #: _____

Acct. No. _____

Requested Credit Limit _____

8. NYS Sales Tax ID No. (if available) _____

Part B: Credit Check Authorization Form

I hereby authorize the Fulton County Department of Solid Waste to verify my credit history, bank accounts, holdings and any other asset balances that are needed to process my landfill permit application. I further authorize the Fulton County Department of Solid Waste to order a credit report and verify other credit information. It is understood that a photocopy of this form will also serve as authorization.

The information the Fulton County Department of Solid Waste obtains is only to be used in processing my landfill permit application for the purpose of creation of a charge account for Department of Solid Waste services.

Applicant Business Name: _____

Contact Person: (print) _____

Signature: _____

Date: _____

NOTE: Only applicants that desire a Department of Solid Waste charge account must fill out this form

Part C: Vehicle Information

Applicant Business Name:

Number of units listed: _____ at \$25/unit = \$_____

NOTE: Denote "N/A" if not applicable

Please see Part G: Insurance Certificate for insurance requirements for vehicles listed below.

	VEHICLE A	VEHICLE B	VEHICLE C
License Plate No.			
State of Issue			
Vehicle Type			
Year & Make			
Capacity (C.Y.)			
NYS Part 364 Permit #			
Vehicle ID #: (Official Use Only)			
Account No.: _____ (Official use only)			

(use additional sheets, if necessary)

Part D: Waste Identification

Waste Description: Provide detailed *estimate of quantities* of each component of the waste stream; i.e. tons of sludge, asbestos, contaminated soil, construction and demolition, commercial waste, industrial waste, commercial recycling, etc. that you expect to be depositing annually at the Fulton County Sanitary Landfill or Recycling Facility, itemized by type and origin:

Waste Description	Village/Town/City	Approx. Tons/Year

Unless an Out-of-County Agreement or Contract has been executed, all waste disposed of at the Fulton County Landfill must be from within the boundaries of Fulton County.

Part E: Hauler Certification

*NOTE: If the business listed in "Part A" desires landfill user charges sent directly to their mailing address **and** if the business listed in "Part A" sub-contracts all or some hauling to another business, this form must be completed.*

If a business listed in "Part A" hauls its own refuse with the vehicles listed in "Part C", go to "Part F".

CERTIFICATION:

I, _____, hereby certify that the following
(Business contact person)

hauler is hereby authorized to dispose of solid waste generated by my business, and the solid waste hauler is hereby authorized to instruct Department of Solid Waste staff that said solid waste fees should be assessed to said Undersigned Business account, and the Undersigned Business hereby agrees to promptly pay all invoices, per the requirements of Fulton County Solid Waste Management Law.

BUSINESS NAME: _____

Authorized Representative: _____
(Type or print)

Signature: _____

REFUSE HAULER: _____

Authorized Representative: _____
(Type or print)

Signature: _____

Part F: Toxicity Data

A Department of Environmental Conservation/Department of Health approved laboratory for toxicity must test any and all waste material that is subject to NYS Part 364 Transporter Regulations. The tests must be conducted with the TCLP method. Also, solids content information must be provided.

Laboratory results must be received a minimum of two weeks prior to the transportation of refuse to the Fulton County Landfill by each waste generator; tests must be conducted on each component of the waste stream; tests must be performed on random samples for TCLP parameters.

All laboratory data must be current; i.e. conducted within three months of permit application. A retest is needed if the generator implements a process change.

If applicable, attach laboratory results here.

Part G: Insurance Certificate

(Automobile Liability)

An insurance certificate must be provided, per the requirements of Fulton County Solid Waste Management Law. The insurance certificate must name the Fulton County Department of Solid Waste as Certificate Holder, and must have the following minimum automotive liability limits:

Combined Single Limit: \$500,000

-or-

Bodily Injury Per Person: \$250,000

Bodily Injury Per Accident: \$500,000

Property Damage: \$100,000

Part H: Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application package and all attached documents; I affirm that the submitted information is true, accurate and complete. I certify that no hazardous wastes (as defined by New York State and Environmental Protection Agency regulations), explosives, infectious wastes or radioactive wastes will be delivered by my business or in my vehicle(s) to the Fulton County Sanitary Landfill. I agree to indemnify and hold harmless the County of Fulton from any liability arising from the disposal of such wastes delivered by my business or my vehicle(s). I am aware that there are significant penalties for submitting false information, including the possibility of fines, imprisonment and the revocation of facility use.

I also certify that I will abide by the rules and regulations, as outlined in the Fulton County Solid Waste Management Law.

I also certify that all the information provided on this application is true and that I agree to all pay tipping fee billings within fifteen (15) days and understand that for any unpaid balance, a finance charge may be assessed.

I also certify that all refuse delivered by my business or in my vehicle(s) originates in the County of Fulton unless an Out-of-County Agreement or Contract has been executed.

BUSINESS NAME: _____

ADDRESS: _____

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

FULTON COUNTY DEPARTMENT OF SOLID WASTE GENERAL INFORMATION/PERMIT FEES

Permit applications can be obtained at the Fulton County Department of Solid Waste, 847 Mud Road, Johnstown, NY 12095, (518) 736-5501. **THESE APPLICATIONS DO NOT APPLY TO TRANSFER STATION USERS.**

Permit Fees:

- Base fee of \$50.00.
- Vehicle charge: \$25.00 per vehicle registered.
- Base fee and vehicle charge are annual fees (1/1 - 12/31 annually). These fees **ARE NOT** prorated for partial year use.
- Certificate of Insurance required (see sample, Part G of Permit Application). Required limits: \$500,000.00 minimum automotive liability. The Department of Solid Waste requires that a current certificate be kept on file in the Department throughout the duration of the user's permit.

Tipping Fees at Scale for all Users:

- \$55.00 per ton for in-county construction/demolition waste, commercial waste, and industrial wet or dry waste. There will be a \$5.00 service charge assessed for each appliance brought to the Landfill.
- \$25.00 per ton for contaminated soil.
- \$150.00 per ton for asbestos waste (24-hour notice required).
- \$150.00 per ton for any uncovered load crossing over the scale.
- Commercial Recycling is currently being accepted at our Materials Recovery Facility (MRF) at NO CHARGE.
- Out-of-county rates set by contract/agreement only.

NOTE: NO PRIVATE CARS OR STATION WAGONS WILL BE ALLOWED TO UTILIZE THE LANDFILL SITE, PER COUNTY LOCAL LAW.

Billing:

- Department of Solid Waste will bill users twice monthly except municipalities.
- Payment is required within 15 days after billing date. 2% interest charges assessed monthly on past due balance.
- Non-payment will result in temporary revocation of dumping privileges.

General Rules:

- All loads must be properly covered during transport.
- All 55-gallon drums must have the tops/bottoms removed.
- No hazardous waste will be accepted at the Fulton County Landfill.
- All industrial waste must be laboratory tested prior to acceptance.
- Recyclables must be separated from refuse per preparation guidelines.

- Department Operating Hours:

- 7:15 a.m. - 3:00 p.m. Monday - Friday
- 7:15 a.m. - 11:30 a.m. Saturday

NOTE: No hand unloading or wet industrial waste after 2:00 p.m. daily, or after 10:30 a.m. on Saturdays. No commercial recycling on Mondays or Saturday. Holiday notices posted at Scale House.

**AGREEMENT FOR OUT-OF-COUNTY UTILIZATION OF LANDFILL
(COMMERCIAL AND/OR C&D DEBRIS)**

This AGREEMENT dated this _____ day of _____, 20__, by and between the County of Fulton, (COUNTY), and _____ (HAULER)

RECITALS:

- A. Out of County Commercial waste and C&D waste will be accepted at the Fulton County Landfill from haulers at the current rate of \$56 per ton.
- B. All provisions of the Fulton County Solid Waste Management Law of 1989, as amended shall be incorporated into this AGREEMENT. This AGREEMENT is authorized and executed pursuant to 4.2 of the Fulton County Solid Waste Management Law.
- C. Haulers must have a valid permit to utilize the Department of Solid Waste, and prior approval.
- D. All provisions of the permit application will be in effect with the exception that this agreement covers only out of county commercial waste and out of county construction & demolition debris at the current rate of \$56 per ton.
- E. Hauler must complete a waste transporter form (attached) to accompany each load prior to disposal at our facility. No waste can be delivered to our facility that is generated from within the boundaries of any county that has Flow Control Legislation, such as: Madison, Oneida or Herkimer Counties.

1.0 TERM OF THE AGREEMENT

- 1.1 This AGREEMENT shall become effective on the date noted above and shall expire on December 31 of each year, but shall automatically be renewed upon submission and acceptance of the customer's annual Landfill Permit Renewal, and so long as the customer is in good standing. A amendment to this AGREEMENT shall be provided whenever changes/edits are made to the content that will affect the HAULER.
- 1.2 The County of Fulton has set a 20,000 ton per year limit, on a first come, first serve basis. Once that limit is met, the Department of Solid Waste will not be allowed to accept additional out of county waste until further approval.
- 2.2 Any disputes regarding scope of services, payment or any other issues shall be subject to resolve by mutual agreement between the COUNTY'S Operations Consultant for the Solid Waste Department and the HAULER.

3.0 DUTIES OF THE COUNTY

- 3.1 The COUNTY shall submit bi-monthly invoices to the HAULER and generate individual weight slips for all refuse received by the HAULER.
- 3.2 The COUNTY agrees that it shall protect, indemnify, and hold harmless the HAULER and its respective members, employees and agents, (for the purposes of this Section 3.2, the HAULER), from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorney's fees, and shall defend the HAULER in any suit, including appeals, of personal injury

to, or death of, any person or persons, or for loss or damage to property arising out of the acts or omissions of the COUNTY in the performance (or nonperformance) of the COUNTY'S obligations under this AGREEMENT. The COUNTY further agrees that the HAULER shall not be liable, solely as a result of entering into this AGREEMENT or authorizing the disposal of HAULER waste at the landfill, for any claims, damages, or loss arising from environmental conditions at the facility, and that the COUNTY will indemnify, defend and hold harmless the HAULER against and from all liabilities, obligations, damages, penalties, claims, costs and expenses up to the limits of the COUNTY'S pollution liability insurance, of every nature which may be imposed on, or incurred by, or asserted against them or any of them in connection with the environmental conditions existing on or at the landfill. The COUNTY is not, however, required to protect, indemnify or hold harmless the HAULER for loss or claim resulting from performance (or nonperformance) of the HAULER'S obligations under this AGREEMENT or the acts, omissions, negligence or willful misconduct of the HAULER. The COUNTY aforesaid indemnity is for the exclusive benefit of the HAULER and in no event shall such indemnity inure to the benefit of any third Person.

4.0 CERTIFICATION

The HAULER certifies that no hazardous waste, (as defined by the NYS Department of Environmental Conservation and the Environmental Protection Agency regulations), explosives, infectious waste, radioactive waste or recyclables included in the COUNTY'S program, will be delivered by the HAULER and/or by vehicles authorized by the HAULER to the Fulton County Sanitary Landfill.

5.0 INDEMNIFICATION BY HAULER

The HAULER shall defend, indemnify and hold harmless the COUNTY, its directors, officers, employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns, from any and all expenses and (the "expenses"), including all claims, demands, judgments, damages, actions, causes of action, injuries, administrative orders, consent agreements and orders, liabilities, penalties, fines, costs, losses, (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees), and expenses of any kind whatsoever including claims arising out of loss of life, injury to persons, property or business, or damage to natural resources, resulting from any breach by the HAULER of any of its obligations or warranties under this AGREEMENT.

This indemnification includes any of the foregoing expenses incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Federal, State or local governmental agency or political subdivision because of hazardous waste (as defined in Section 4.0 above), explosives, infectious waste or radioactive waste present in the soil or groundwater on or under the Fulton County Sanitary Landfill as a result of any breach by the HAULER of any of its obligations or duties under this Agreement, including but not limited to any violation by the HAULER of Section 4.0 above.

Without limiting the foregoing, if the presence caused by the HAULER of any such waste at the Fulton County Landfill results in any contamination of the Fulton County Landfill, the HAULER shall promptly take all actions, at its sole expense, as are necessary and in compliance with applicable Federal and State law to return the Fulton County Landfill to the condition existing prior to the introduction of any such waste to the Fulton County Landfill; provided that the COUNTY's approval of such action shall first be obtained, which approval shall not be unreasonably withheld so long as such action would not potentially have any material adverse short-term or long-term effect on the Fulton County Landfill.

In Witness Whereof, each of the parties has duly signed this AGREEMENT:

COUNTY OF FULTON

Approved By:

Jeffrey Bouchard, Operations Consultant

HAULER:

Owner's Name: _____

Company Name: _____

Address: _____

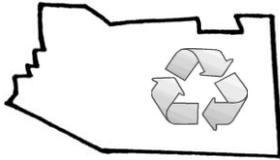
City, State, Zip _____

Phone #: _____

Owner's Signature: _____

Date: _____

E-422



Fulton County

REDUCE ♦ REUSE ♦ RECYCLE



FULTON COUNTY
DEPT. OF SOLID WASTE
PO BOX 28, 847 MUD ROAD
JOHNSTOWN, NY 12095

PHONE: (518) 736-5501
FAX: (518) 762-2859

JEFFREY BOUCHARD, OPERATIONS CONSULTANT
CINDY G. LIVINGSTON, DEPUTY DIRECTOR

WASTE TRACKING DOCUMENT FOR FULTON COUNTY LANDFILL

HAULER INFORMATION:

Company Name: _____
Address: _____ City: _____
State: _____ Zip Code: _____ Phone #: _____
Contact Person: _____ E-mail: _____

BILLING INFORMATION: (if billing hauler, indicate by writing "same" below)

Customer Name: _____
Customer Billing Address: _____ City: _____
State: _____ Zip Code: _____ Phone #: _____
Customer Contact: _____

GENERATOR INFORMATION:

Generator Name: _____
Generator Street Address: _____
City: _____ State: _____ Zip Code: _____
County of Origin: _____

WASTE STREAM INFORMATION:

Waste Type: (check one)

- | | |
|---|---|
| <input type="checkbox"/> Asbestos* (09) (Date notified _____) | <input type="checkbox"/> In-County Contaminated Soil** (08) |
| <input type="checkbox"/> Out-of-County Commercial* (19) | <input type="checkbox"/> Out-of-County Contaminated Soil** (14) |
| <input type="checkbox"/> Out-of-County C & D* (19A) | <input type="checkbox"/> In-County Clean Wood*** (91) |
| <input type="checkbox"/> Out-of-County Large Load (25+tons)* (20) | <input type="checkbox"/> Out-of-County Clean Wood*** (92) |
| <input type="checkbox"/> Out-of-County-Montgomery Co. MSW* (21) | <input type="checkbox"/> Other* (Specify: _____) |

Signature of Hauler/Driver: _____ **Date:** _____

LF Truck Permit #: _____

*-Prior Approval/Contract Required
**-TCLP Testing Required and Prior Approval
***-Inspection Required by DSW Staff