

## **INTERMUNICIPAL AGREEMENT FOR LANDFILL MANAGEMENT**

**THIS AGREEMENT** (the “Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 2018 between the **COUNTIES OF MONTGOMERY, OTSEGO AND SCHOHARIE**, all municipal corporations of the State of New York, and all parties to a certain Post Closure Monitoring and Maintenance Agreement (the Post Closure Agreement) dated December 10, 2009 and amended April 30, 2014, provides as follows:

### **RECITALS:**

**WHEREAS**, municipal corporations in the State of New York, including the Parties herein, are authorized under General Municipal Law §119-o to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis;

**WHEREAS**, the Counties are collectively responsible for the post closure care and maintenance of the Eastern, Central and C&D Landfills previously used by the Counties pursuant to the terms of the Post Closure Agreement; and

**WHEREAS**, the Counties are authorized and required by the terms of the Post Closure Agreement to provide for the care and maintenance of the Landfills through the selection of a Post Closure Manager as defined therein; and

**WHEREAS**, the Counties wish to renew the Intermunicipal Agreement (5/1/2014 through 12/31/2018) and designate Montgomery County as Post Closure Manager pursuant to the terms and conditions set forth herein;

**NOW THEREFORE**, the Counties agree as follows:

1. Purpose and Term. The purpose of this Agreement is to designate the County of Montgomery as Post Closure Manager, as defined in the Post Closure Agreement (hereinafter the “Manager”) and renew the agreement for a ten-year term commencing on January 1, 2019 and continuing through December 31, 2029, with the option to extend the IMA for two (2) consecutive ten (10) year terms, unless terminated or extended pursuant to the terms hereof. As Manager, Montgomery County shall act in accordance with the duties and responsibilities of the Manager as set forth in the Post Closure Agreement, except to the extent said duties and responsibilities are expressly modified herein.
2. County Oversight. Each County shall designate two (2) individuals to serve as members of an Administration and Oversight Panel, which shall serve as a liaison body to inform the governing bodies of the Counties of the activities of the Landfill Manager, and to review the nature of the work performed by the Manager and the costs and expenses of the services performed. The Administration and Oversight Panel shall meet as needed, but not less often than twice a year. The Administration and Oversight Panel shall review the expenses incurred by the Manager and recommend to the Counties the use and distribution of any surplus funds remaining in the Post

Closure Operating Fund after payment of all actual expenses, and for additional contributions by the Counties for unforeseen and unbudgeted expenses as may arise from time to time.

3. Scope of Services The Manager shall be responsible for the completion of all tasks identified in the 2013 Post-Closure Monitoring and Maintenance Plan prepared for the Montgomery Otsego Schoharie Solid Waste Management Authority (MOSA), which is incorporated herein by reference. A summary of said tasks is annexed hereto as Exhibit A, Scope of Services.

4. Equipment The Manager shall have the right to use, and the obligation to repair and maintain, all equipment designated as "Landfill Equipment" by MOSA and transferred from MOSA to the Counties in joint ownership pursuant to law. The Manager shall have the use and occupancy of the Maintenance Building at the Central Landfill for the purpose of performing its obligations hereunder. The Manager shall identify to the Administration and Oversight Panel such equipment deemed to be unnecessary or redundant for the performance of the work and the Oversight Panel shall recommend a manner of disposition of such equipment to the Counties.

5. Costs of the Manager The costs incurred by the Manager shall be borne by, and allocated among the Counties as set forth in the Post Closure Agreement (42% Montgomery, 40% Otsego, 18% Schoharie). In its capacity as Manager, Montgomery County shall prepare a budget of expected expenses for the upcoming year, which shall be distributed to the Counties not less than 30 days prior to the date by which the annual budgets of each County are required to be adopted by law, provided however, that the 2019 Post Closure Manager's Budget is annexed hereto as Exhibit B. This Post Closure Manager's Budget will be updated every five (5) years. The Manager shall account for the actual costs, including personnel hours, wages, benefits and all expenses for materials and services expended in the course of providing services throughout the year. The Manager shall prepare and deliver to each County a statement of such actual costs and expenses at the end of each month.

6. Payment Procedure Montgomery County shall establish at a financial institution approved by the Counties, a Post Closure Operating Fund for receipt of County payments and disbursement of Landfill Management expenses (the Operating Fund). Each County shall contribute its respective share of the budgeted Landfill Management expenses for the first quarter of the contract year, in advance, to the Operating Fund, and thereafter shall contribute its respective share of the actual costs and expenses incurred by the Manager on a monthly basis, pursuant to the monthly statement of actual costs delivered by the Manager for the remainder of the calendar year.

7. Administrative Expenses The Counties shall pay to the Operating Fund an administrative charge to compensate Montgomery County for the cost of unbudgeted contributions made by Montgomery County for overhead, payroll, benefits management and other expenses in its capacity as Manager. The administrative charge shall be 10% for the ten (10) year term 2019-2029. The anticipated administrative charge shall be included in the annual Post Closure Manager's Budget and shall be payable in the quarterly and monthly contributions set forth in paragraph 6. In the event that the Manager's actual expenses are less than budgeted expenses in any contract year, any overpayment of the administrative charge shall be refunded or credited to the Counties in the Annual Reconciliation conducted pursuant to paragraph 9 hereof.

8. Equipment Reserve Fund In addition to the Operating Fund and the Post Closure Reserve Fund established in the Post Closure Agreement, Montgomery County shall establish a separate Equipment Reserve Fund (the Equipment Reserve) at a financial institution approved by the Counties, which shall be used solely for the purchase and/or repair of equipment necessary for post closure activities, or for capital projects in monitoring and maintaining the Landfills approved by the Counties. The Equipment Reserve shall be funded from i) any net funds received by the Counties as result of the dissolution of the Montgomery, Otsego Schoharie Solid Waste Management Authority (MOSA); and/or ii) by available surplus funds remaining in the Operating Fund at the end of the contract year, after accounting for all actual expenses incurred by the Landfill Manager. The Oversight Panel shall recommend the amount of funds to be transferred to the Equipment Reserve from either source, and the use of such funds for capital projects or purchases.

9. Annual Reconciliation Within sixty (60) days of the end of the contract year or any termination of this Agreement, the Administration and Oversight Panel and the Manager shall prepare a reconciliation report for the Counties which shall set forth the actual expenses incurred by the Manager in the previous contract year, the amount of any surplus or deficit remaining in the Operating Fund, the amount of reserve funds used and remaining in the Equipment Reserve, and the amount of funds used and remaining in the Post Closure Reserve Fund.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seal the date and year first above written.

**COUNTY OF OTSEGO**

By: \_\_\_\_\_  
Chairman, Board of Representatives

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

**COUNTY OF MONTGOMERY**

By: \_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

**COUNTY OF SCHOHARIE**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENTS**

STATE OF NEW YORK)

ss.:

COUNTY OF OTSEGO)

On the \_\_\_\_ day of \_\_\_\_\_, 2018, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of the COUNTY OF OTSEGO, the municipal corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the County Legislature of the County of Otsego.

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

STATE OF NEW YORK)

ss.:

COUNTY OF MONTGOMERY)

On the \_\_\_\_ day of \_\_\_\_\_, 2018, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of the COUNTY OF MONTGOMERY, the municipal corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the County Legislature of the County of Montgomery.

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

STATE OF NEW YORK)

ss.:

COUNTY OF SCHOHARIE)

On the \_\_\_\_ day of \_\_\_\_\_, 2018, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of the COUNTY OF SCHOHARIE, the municipal corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the Board of Supervisors of the County of Schoharie.

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

## **EXHIBIT A SCOPE OF SERVICES**

The Manager shall follow all the protocols and procedures contained in the “Post Closure Monitoring and Maintenance Plan” and the Annual Engineer’s Reports [AERs] prepared pursuant to the Post Closure Monitoring and Maintenance Agreement dated December 10, 2009. The Manager will procure, pursuant to the established procurement rules and policies of Montgomery County, for the benefit of the Counties, the services of the Engineer, and provide for the annual preparation of the AER in conformance with the Post Closure Monitoring and Maintenance Agreement.

The Manager shall be responsible to insure that the landfills are in compliance with all applicable federal, state, and local laws, regulations and rules, including but not limited to all applicable regulations, as revised, pertaining to the collection, transportation and disposal of leachate, air emissions, storm water management, landfill grading and landfill maintenance. The Manager shall be solely responsible for obtaining, renewing and maintaining all applicable statutory and regulatory permits and approvals.

The Manager shall maintain records of all activities set forth in the “Post Closure Monitoring and Maintenance Plan” including but not limited to service contracts, work orders, permits, test results, equipment and vehicle maintenance logs, leachate volumes generated, hauled and disposed, all regulatory correspondence and notices. The Manager shall make such records available to the Counties for review at any time.

The following subsections are intended only as an informational summary of the requirements. To the extent there is any discrepancy or omission between the subsections below and the “Post Closure Monitoring and Maintenance Plan” the Plan shall govern.

### **1. Routine Operation, Maintenance and Repair**

The Manager shall be required to fully implement all of the procedures and protocols set forth in the “Post Closure Monitoring and Maintenance Plan” , prepared by Barton and Loguidice, PC. This Plan shall govern the required performance by the Manager. To the extent there is any discrepancy or omission between the subsections below and the “Post Closure Monitoring and Maintenance Plan” the Plan shall govern.

### **2. Leachate Management**

The Manager shall be responsible for:

- Obtaining contracts for the disposal of leachate.
- Daily management of leachate tank volumes
- Inspections of leachate storage tanks, manholes, pumps and secondary containment areas.
- Recording hours of operation for pumps.
- Maintaining, repairing and replacing pumps as necessary.

- Testing leachate parameters and reporting.
- Transportation of leachate from the landfills to the approved leachate disposal facility.
- Discharge of leachate at approved disposal facility.
- Clearing and cleaning leachate collection lines as necessary.
- Payment for leachate disposal.

**3. Landfill Gas/Air Monitoring**

The Manager shall be responsible for:

- Inspections of vents and flares.
- Operating, maintaining, and repairing the gas collection and venting/flaring system.
- Completing all required sampling, testing and reporting.

**4. Groundwater Monitoring**

The Manager shall be responsible for:

- Inspections of monitoring wells.
- Maintenance and repair of monitoring wells.
- Completing all required sampling, testing and reporting.

**5. Storm Water Management**

The Manager shall be responsible for:

- Inspections of the landfill caps and all associated surface water drainage systems.
- Maintenance and repair of all erosion and regular removal of sedimentation.
- Completing all required sampling, testing and reporting.

**6. Operating Equipment and Vehicles**

The Manager shall be responsible for:

- Acquiring all necessary equipment and vehicles for all landfills post closure management services specified herein.
- Completing all regular and preventive maintenance on such equipment.
- Insuring that adequate equipment and vehicles are always available to fully satisfy the requirements of the landfills post closure management services.
- Acquiring all necessary waste transporter permits, overweight permits and other permits required for the safe and efficient transport of leachate.

**7. Road Maintenance**

The Manager shall be responsible for the maintenance and upkeep of all roads servicing the closed landfills including but not limited to repair and reconstruction as necessary, maintenance of roadside ditches and other drainage systems, maintenance of all gates and fencing, construction of new service roads if necessary, dust control as necessary, and snow plowing.

8. **Building Maintenance**

The Manager shall be responsible for:

- Maintaining the buildings in good working order including but not limited to the roof, doors, siding, and utilities equipment.
- Payment for all utilities.

9. **Vector Control**

The Manager shall be responsible for taking any and all actions to eliminate all potential disease vectors at the closed landfills and the associated areas and buildings.

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