

**CITY OF ALBANY LANDFILL  
525 RAPP ROAD, ALBANY, NY 12205  
PHONE: 518-869-3651    FAX:518-869-6825**

**2013 PERMIT APPLICATION**

A complete Landfill Permit Application and Credit Application are enclosed. A permit is required for any firm that wishes to access the site. Firms that wish to access the site and establish a charge account will have to complete both the permit and credit sections of this package.

Permits expire at the end of each calendar year regardless of issuance date. The application package includes the following components:

**Permit Application Materials:**

- |  |   |
|--|---|
| 1. Permit Application                      | (complete, initial and return)              |
| 2. Landfill Regulations Acknowledgement    | (complete, initial and return)              |
| 3. Unacceptable Materials List             | (initial and return)                        |
| 4. Recycling Materials List                | (initial and return)                        |
| 5. Landfill Policies (Billings & Payments) | (initial and return)                        |
| 6. Landfill Policies (Site Access)         | (initial and return)                        |
| 7. Vehicle Tracking Form                   | (complete, initial and return)              |
| 8. Insurance Requirements                  | (submit certificate(s), initial and return) |
| 9. Indemnification Acknowledgement         | (initial and return)                        |
| 10. Recycling Compliance & Reporting       | (initial and return)                        |

**Credit Application Materials:**

- |  |                                |
|--|--------------------------------|
| 11. Credit Application                 | (complete, initial and return) |
| 12. Credit Application Fee Charge Form | (complete, initial and return) |
| 13. Credit Application Rider Form      | (complete, initial and return) |

Completed credit application packages must be accompanied by two checks: (1) a \$200 non-refundable processing fee and (2) a \$100 per vehicle permit fee. Please do not combine fees into a single check. Existing permit holders with charge accounts may choose to have the above permit fees charged directly to their account. Please refer to Permit Charge Authorization Form.

Return all submittals and fees to:

**CITY OF ALBANY LANDFILL  
ATTN: JOSEPH GIEBELHAUS, SOLID WASTE MANAGER  
525 RAPP ROAD  
ALBANY, NY 12205  
[giebej@ci.albany.ny.us](mailto:giebej@ci.albany.ny.us)**

Failure to satisfactorily complete any part of the permit application package, including initialing the bottom of each page, will result in the rejection of your application. Applications can also be rejected by not complying with Landfill Regulations.

You will be notified within 10 business days of the receipt of your application as to your approval status. Approval letters will include permit sticker(s). If your permit is rejected, only the vehicle permit fee will be returned. Complete all relative pages and initial pages. Return original application to above; faxed copies are not acceptable.

The City uses Dunn & Bradstreet for credit review. Please provide credit references from other disposal facilities.

Initial: \_\_\_\_\_

**LANDFILL PERMIT APPLICATION: 2013**

**CITY OF ALBANY LANDFILL**

**GENERAL INFORMATION:**

CITY OF ALBANY PERMIT #: \_\_\_\_\_ DATE OF APPLICATION: \_\_\_\_/\_\_\_\_/\_\_\_\_

COMPANY NAME: \_\_\_\_\_ D.B.A: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX: \_\_\_\_\_

DISPOSAL LOCATIONS USED IN 2012: \_\_\_\_\_

\_\_\_\_\_

ANSWERS COMMUNITY AGREEMENTS (specify): \_\_\_\_\_

\_\_\_\_\_

WILL YOU BE USING A 'THIRD PARTY' HAULER? YES / NO

NAME OF THIRD PARTY HAULER: \_\_\_\_\_

**PROJECTED WASTE INPUTS**

MUNICIPAL SOLID WASTE (MSW): \_\_\_\_\_ Tons Per Day (TPD)

CONSTRUCTION & DEMOLITION (C&D): \_\_\_\_\_ TPD

SLUDGE \_\_\_\_\_ TPD

PETROLEUM CONTAMINATED SOIL (PCS): \_\_\_\_\_ TPD

ALTERNATIVE DAILY COVER (ADC): \_\_\_\_\_ TPD

Initial: \_\_\_\_\_

**LANDFILL PERMIT APPLICATION - 2013**

**CITY OF ALBANY LANDFILL**

I ACKNOWLEDGE THAT I HAVE RECEIVED AND REVIEWED A CURRENT COPY OF THE CITY OF ALBANY LANDFILL REGULATIONS AS WELL AS ANY OTHER LAWS OR REGULATIONS REGARDING THE USE OF THIS FACILITY. I AGREE THAT THE TERMS, CONDITIONS, POLICIES AND REGULATIONS APPLY TO ANY INDIVIDUAL WITHIN THIS FIRM AND ANY OTHER AGENT AND/OR SUBCONTRACTOR WORKING ON MY BEHALF. FURTHERMORE, I ACKNOWLEDGE RECEIPT OF AND AGREE TO THE TERMS AND CONDITIONS IN THE ATTACHED RIDER DATED NOVEMBER 1, 2003, AND ALL INSURANCE AND INDEMNIFICATION REQUIREMENTS.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PRINT OR TYPE NAME:** \_\_\_\_\_

I HEREBY PERSONALLY GUARANTEE PAYMENT OF ANY SUMS OF MONEY DUE UNDER THIS AGREEMENT. (IF THIS IS AN APPLICATION MADE ON BEHALF OF A CORPORATION, THE SIGNATURE BELOW MUST BE OF A CORPORATE OFFICER)

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PRINT OR TYPE NAME:** \_\_\_\_\_

N.B.: NYS Law mandates that all municipalities enforce source separation ordinances after September 1, 1992. The City of Albany and the other ANSWERS Municipalities have these laws on their books and are enforcing them. As items are identified for recycling, they must be excluded from the landfill and hauler who bring loads commingled with recyclables can lose their tipping privileges.

Initial: \_\_\_\_\_

# **LANDFILL PERMIT APPLICATION – 2013**

## **CITY OF ALBANY LANDFILL**

### **UNACCEPTABLE MATERIALS LIST: 2013**

#### **SOLID WASTE SHALL NOT CONTAIN THE FOLLOWING:**

1. EXPLOSIVES OR AMMUNITIONS
2. COMBUSTABLE LIQUID OR GAS CONTAINER, BOTTLES, CYLINDERS OR CANS
3. CAUSTIC ACIDS, CORROSIVES, CHEMICALS OR OTHER HAZARDOUS WASTES, RADIOACTIVE OR OTHER CONTAMINATION OR POLLUTANTS PROHIBITED BY MANDATORY AND BINDING LAWS OR REGULATIONS OF THE UNITED STATES AND NEW YORK STATE
4. LIQUID OR SLURRY WASTES
5. UNOPENED CONTAINERS, EXCEPT EMPTY HOUSEHOLD SPRAY CANS
6. NO LAWN CLEARING DEBRIS INCLUDING GRASS, LEAVES, STUMPS TREE TRUNKS OR LIMBS
7. THICK WALLED OR SOLID METALLIC OBJECTS SUCH AS CASTINGS, FORGINGS, GAS CYLINDERS OR MOTORS
8. STEEL OR NYLON ROPE, CABLES, OR SLINGS MORE THAT FOUR FEET LONG.
9. CASE HARDENED OR ALLOY STEEL CHAINS OVER 3/8 INCHES IN DIAMETER OR 4 FEET IN LENGTH
10. ANIMAL WASTES OR PARTS OF ANIMALS OTHER THAN NORMAL HOUSEHOLD GARBAGE
11. NO RECYCLABLES AS DETERMINED BY THE COMMISSIONER OF THE DEPARTMENT OF GENERAL SERVICES
12. SOLID BLOCKS OF METAL, RUBBER OR PLASTIC IN EXCESS OF TWO CUBIC FEET
13. ANY MATERIAL CLASSIFIED AS INFECTIOUS, HAZARDOUS WASTES (CONTAMINATED HYPODERMIC NEEDLES, SYRINGES, BROKEN GLASS, AND SCALPEL BLADES, ISOLATION WASTE, CULTURES AND STOCK FROM LABORATORIES, HUMAN BLOOD AND BLOOD PRODUCTS)
14. NO BARRELS OR DRUMS
15. NO ASBESTOS WASTE
16. NO INCINERATED OR PARTIALLY INCINERATED MATERIALS
17. INDUSTRIAL WASTES, WASTES THAT ARE NOT EASILY RECOGNIZABLE OR WASTES THAT MAY POSE A HEALTH RISK TO LANDFILL EMPLOYEES WILL ONLY BE ACCEPTED WITH WRITTEN APPROVAL FROM THE LANDFILL.

Initial: \_\_\_\_\_

# **LANDFILL PERMIT APPLICATION – 2013**

## **CITY OF ALBANY LANDFILL**

### **RECYCLING MATERIALS LIST: 2013**

**THE FOLLOWING RECYCLABLE ITEMS ARE BANNED FROM DISPOSAL  
AT THE LANDFILL:**

1. PAPER: ONP, OMG, OCC, OFFICE PAPER, CRAFT, JUNK MAIL, OTHER RECYCLABLE PAPERS
2. CONTAINERS:
  - PLASTIC - #1 & #2
  - GLASS – GREEN, BROWN & CLEAR
  - CANS – FERROUS AND BI-METAL
  - JUICE BOXES, ASEPTIC PACKAGING AND MILK CARTONS
3. YARD WASTE AND GRASS CLIPPINGS
4. WHITE GOODS (USED APPLIANCES)
5. SCRAP METAL INCLUDING PIPE, STUDS, CONDUIT, APPLIANCES, & AUTO PARTS
6. TIRES
7. BATTERIES
8. MOTOR OIL
9. TEXTILES

Initial: \_\_\_\_\_

# **LANDFILL PERMIT APPLICATION – 2013**

## **CITY OF ALBANY LANDFILL**

### **CITY OF ALBANY LANDFILL POLICIES**

**THE FOLLOWING POLICIES WILL APPLY TO BOTH YOUR FIRM, OR AGENTS AND SUBCONTRACTORS:**

#### **BILLINGS & PAYMENTS:**

1. PAYMENT FOR TIP FEES MAY BE MADE IN ONE OF TWO WAYS: CHECKS MADE PAYABLE TO THE TREASURER OF THE CITY OF ALBANY AT THE TIME OF THE TRANSACTION OR VIA THE ESTABLISHMENT OF A CHARGE ACCOUNT.
2. CASH IS NOT ACCEPTED AT THE LANDFILL.
3. PERMITTED FIRMS MAY NOT AUTHORIZE A SECOND PARTY TO USE THEIR ACCOUNT
4. FIRMS WITH MULTIPLE DIVISIONS MAY NOT ESTABLISH MULTIPLE ACCOUNTS
5. BILLING DISPUTES WILL BE MADE IN WRITING AND DIRECTED TO THE CITY OF ALBANY TREASURER.
6. STORED TARE WEIGHTS WILL BE CONFIRMED TWICE PER YEAR. DISPUTES OVER VEHICLE TARE WEIGHTS WILL BE MADE AT THE TIME OF THE TRANSACTION.
7. CHECKS RETURNED FOR INSUFFICIENT FUNDS WILL RESULT IN THE IMMEDIATE LOSS OF TIPPING PRIVILEGES. ALL 'OPEN' CHECKS WILL BE DEPOSITED EVERY WEDNESDAY AT THE CLOSE OF BUSINESS. THE HAULER WILL INSURE THAT A REPLACEMENT CHECK IS IN PLACE PRIOR TO ACCESSING THE FACILITY.
8. A ½ TON MINIMUM CHARGE WILL BE ASSESSED TO ALL TRANSACTIONS, EXCLUDING RECYCLING
9. VOLUME DISCOUNTS ARE GRANTED AT THE DISCRETION OF THE COMMISSIONER. THE CITY CALCULATES VOLUME DISCOUNTS BASED ON THE DAILY AVERAGE TONNAGE INPUTS TO THE FACILITY EACH MONTH. CUSTOMERS THAT ARE OVER 30 DAYS DO NOT QUALIFY FOR THE DISCOUNT.
10. LOADS DELIVERED VIA A THIRD PARTY WILL BE ACCOMPANIED BY A BILL OF LADING.

Initial: \_\_\_\_\_

# LANDFILL PERMIT APPLICATION – 2013

## CITY OF ALBANY LANDFILL

### CITY OF ALBANY LANDFILL POLICY

THE FOLLOWING POLICIES WILL APPLY TO BOTH YOUR FIRM,  
OR AGENTS AND SUB-CONTRACORS:

#### SITE ACCESS

1. ALL INDIVIDUALS WILL CHECK INTO THE SCALEHOUSE PRIOR TO ACCESSING THE SITE
2. ALL LOADS WILL BE TARPED. ALL LOADS WILL BE UNTARPED IN THE LANDFILL. DRIVERS THAT UNTARP OR UN-LOAD IN AREAS NOT DESIGNATED BY THE CITY WILL BE BARRED FROM THE SITE.
3. ALL VEHICLES ACCESSING THE LANDFILL WILL HAVE TOW HOOKS FIRMLY AFFIXED TO THE FRONT AND REAR OF EACH VEHICLE. THE CITY DOES PROVIDE ASSISTANCE AT THE REQUEST OF DRIVERS. **THE CITY DOES NOT ASSUME RESPONSIBLITIY FOR DAMAGE TO VEHICLES OR EQUIPMENT.**
4. CUSTOMERS ARE TO USE EXTREME CAUTION WHILE ON SITE; UNSAFE DRIVERS WILL BE BARRED FROM THE SITE.
5. THE SITE SPEED LIMIT IS **10 MPH**.
6. FOR SAFETY REASONS, PASSENGER VEHICLES ARE NOT PERMITTED IN THE LANDFILL.
7. PERMIT HOLDER RECOGNIZES THE INHERIT DANGERS OF ENTERING A LANDFILL. THE PERMIT HOLDER ASSUMES RESPONSIBILITY FOR DEVELOPING AND ENFORCING A HEALTH AND SAFETY PLAN FOR THEIR EMPLOYEES.

#### WASTE ACCEPTANCE POLOCIES

1. THE CITY RESERVES THE RIGHT TO REFUSE ACCEPTANCE FOR MATERIALS THAT REQUIRE PRE-APPROVAL.
2. THE CITY RESERVES THE RIGHT TO REJECT WASTE THAT CONTAINS WASTES SPECIFIED IN THE WASTE ACCEPTANCE PROTOCOL (pg. 4) AND/OR RECYCLING LIST (pg. 5).
3. ACCEPTANCE OF CONTAMINATED SOIL IS SUBJECT TO PRE-APPROVAL AND ON AN APPOINTMENT BASIS ONLY.

Initial: \_\_\_\_\_

# **LANDFILL PERMIT APPLICATION – 2013**

## **CITY OF ALBANY LANDFILL**

### **CITY OF ALBANY LANDFILL POLICIES**

**THE FOLLOWING POLICIES WILL APPLY TO BOTH YOUR FIRM,  
OR AGENTS AND SUB-CONTRACORS:**

#### **WASTE ACCEPTANCE POLICIES (continued)**

4. THE CITY RESERVES THE RIGHT TO DEMAND ANALYTICAL TESTING FOR MATERIALS THAT, BY THEIR NATURE, ARE NOT EASILY IDENTIFIABLE OR ARE FROM A SPECIFIC GENERATOR.
5. A COMPLETED WASTE PROFILE FORM IS REQUIRED FOR WASTES THAT ARE NOT EASILY IDENTIFIABLE OR ARE FROM A SPECIFIC GENERATOR.
6. SHOULD THE CHARACTERISTICS OF THE WASTE DIFFER FROM THOSE INDICATED BY THE WASTE PROFILE FORM OR SHOULD THE CHARACTERISTICS OF THE WASTE CHANGE, THE CITY RESERVES THE RIGHT TO ALTER THE PRICING STRUCTURE FOR THE WASTE OR REFUSE THE WASTE.
7. SHOULD A LOT NUMBER BE ASSIGNED BY THE CITY FOR A SPECIFIC WASTE STREAM, THE HAULER WILL PROVIDE A BILL OF LADING WITH THAT LOT NUMBER CLEARLY INDICATED.

Initial: \_\_\_\_\_



# **LANDFILL PERMIT APPLICATION – 2013**

## **CITY OF ALBANY LANDFILL**

### **CITY OF ALBANY INSURANCE AND**

### **INDEMNIFICATION POLICIES**

**THE FOLLOWING POLICIES WILL APPLY TO BOTH YOUR FIRM,  
OR AGENTS AND SUB-CONTRACTORS:**

#### **INSURANCE REQUIREMENTS**

Applicant shall procure and maintain throughout the term of this Permit, without any additional expense to the City of Albany the following insurance coverage:

- (a) General Liability Insurance: A policy or policies of general liability insurance with limits of not less than one million dollars (\$1,000,000.00) for each occurrence;
- (b) Automobile Liability Insurance: A policy or policies of automobile liability insurance with limits of not less than one million dollars (\$1,000,000.00) for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident and with limits of not less than one million dollars (\$1,000,000.00) for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles.
- (c) Workers' Compensation and Employer's Liability Insurance: A policy or policies of workers' compensation and employer's liability insurance providing protection for employees in the event of job-related injuries.

All insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A". Each policy of insurance required shall be in form and content satisfactory to the City of Albany and shall provide that the City of Albany is named as an additional insured. Before any permit is issued, Applicant must provide the City of Albany with a certificate or certificates of insurance which show that Applicant is in compliance with these requirements.

If at any time any of said policies shall be or become unsatisfactory to the City of Albany, Applicant shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of Applicant to furnish, deliver and maintain such insurance as above provided, the permit may, at the election of the City, be forthwith declared suspended, discontinued, or terminated. Failure of Applicant to procure and maintain any required insurance, shall not relieve Applicant from any liability under the permit, nor shall the insurance requirements be constructed to conflict with the obligations of Applicant concerning indemnification.

Initial: \_\_\_\_\_

**INDEMNIFICATION**

Applicant agrees to defend, indemnify, and hold harmless the City of Albany and its officers, employees and agents, from and against all claims, actions, causes of action, injuries, damages, losses, liabilities, and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of, or in consequence of, any negligent or intentional act or omission of Applicant or its officers, employees, agents, or subcontractors to the extent of its or their responsibility for such claims, actions, causes of action, injuries, damages, losses, liabilities and expenses.

Initial: \_\_\_\_\_

**CITY OF ALBANY LANDFILL**

**TRUCK TRACKING FORM**

PLEASE PROVIDE THE FOLLOWING INFORMATION FOR ALL OF THE VEHICLES THAT YOUR FIRM IS PERMITTING. PLEASE REPRODUCE THIS FORM AS NECESSARY.

LANDFILL ID NUMBER: \_\_\_\_\_

PLATE NUMBER: \_\_\_\_\_

VIN NUMBER: \_\_\_\_\_

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LANDFILL ID NUMBER: \_\_\_\_\_

PLATE NUMBER: \_\_\_\_\_

VIN NUMBER: \_\_\_\_\_

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LANDFILL ID NUMBER: \_\_\_\_\_

PLATE NUMBER: \_\_\_\_\_

VIN NUMBER: \_\_\_\_\_

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LANDFILL ID NUMBER: \_\_\_\_\_

PLATE NUMBER: \_\_\_\_\_

VIN NUMBER: \_\_\_\_\_

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LANDFILL ID NUMBER: \_\_\_\_\_

PLATE NUMBER: \_\_\_\_\_

VIN NUMBER: \_\_\_\_\_

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LANDFILL ID NUMBER: \_\_\_\_\_

PLATE NUMBER: \_\_\_\_\_

VIN NUMBER: \_\_\_\_\_

Initial: \_\_\_\_\_

**CREDIT APPLICATION – 2013**

**CITY OF ALBANY LANDFILL**

**FINANCIAL INFORMATION – CREDIT APPLICANTS ONLY**

SECTION I – GENERAL

NAME OF BANK: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ACCOUNT # \_\_\_\_\_

SECTION II – BALANCE SHEET

ASSETS:

CASH: \_\_\_\_\_

INVESTMENTS: \_\_\_\_\_

ACCOUNTS RECEIVABLE: \_\_\_\_\_

INVENTORY: \_\_\_\_\_

BUILDING & EQUIPMENT: \_\_\_\_\_

ACCUMULATED DEPRECIATION: \_\_\_\_\_

TOTAL: \_\_\_\_\_

LIABILITIES:

ACCOUNTS PAYABLE: \_\_\_\_\_

ACCURED LIABILITIES: \_\_\_\_\_

TOTAL: \_\_\_\_\_

EQUITY:

COMMON STOCK: \_\_\_\_\_

RETAINED EARNINGS: \_\_\_\_\_

TOTAL: \_\_\_\_\_

MONTHLY GROSS REVENUE: \_\_\_\_\_

MONTHLY EXPENSES: \_\_\_\_\_

MONTHLY NET REVENUE: \_\_\_\_\_

CREDIT LINE REQUESTED: \_\_\_\_\_

NOTE: SECTION II CAN BE SUBSTITUTED WITH A RECENT DUNN AND BRADSTREET REPORT ON YOUR COMPANY

**FOR CITY USE ONLY**

CUSTOMER NAME: \_\_\_\_\_ DUN#: \_\_\_\_\_

CITY OF ALBANY PAYMENT TRENDS: \_\_\_\_\_

FINANCIAL STRESS CLASS: \_\_\_\_\_ CREDIT SCORE CLASS: \_\_\_\_\_

JUDGEMENTS ON FILE: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

PAYDEX SCORE: \_\_\_\_\_ INDUSTRY PAYDEX: \_\_\_\_\_

GROSS SALES: \_\_\_\_\_ CASH ASSESTS: \_\_\_\_\_

YEAR INCORPORATED: \_\_\_\_\_ D&B CREDIT LIMIT: \_\_\_\_\_

APPROVAL DATE: \_\_\_\_\_

Initial: \_\_\_\_\_

**CREDIT APPLICATION – 2013**

**CITY OF ALBANY LANDFILL**

**CREDIT APPLICATION CHARGE FORM**

I AGREE TO BE LIABLE FOR THE ANNUAL **\$200** LANDFILL CREDIT APPLICATION FEE AND THE TOTAL OF \$\_\_\_\_\_ FOR \_\_\_\_\_ TRUCKS (\$100.00 PER VEHICLE) AS SPECIFIED ON PAGE 1 OF THIS AGREEMENT. I UNDERSTAND THAT APPLICATION FEES ARE NOT REFUNDABLE NOR ARE THE PERMITS TRANSFERRABLE. IN ADDITION, I AM AWARE THESE CHARGES WILL APPEAR ON MY MONTHLY STATEMENT AND IF THESE CHARGES ARE NOT PAID WITHIN 30 DAYS, THE ABOVE PERMITS WILL BE REVOKED.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PRINT OR TYPE NAME:** \_\_\_\_\_

**NOTE:** CHARGES AND PAYMENTS WILL APPEAR ON YOUR MONTHLY STATEMENT

Initial: \_\_\_\_\_

**CREDIT APPLICATION – 2013**

**CITY OF ALBANY LANDFILL**

**RIDER FORM – NOVEMBER 1, 2003**

I AGREE TO BE LIABLE FOR ALL LATE CHARGES AT AN INTEREST RATE OF 1.5% COMPOUNDED MONTHLY FOR ALL CHARGES CREDITED TO THIS ACCOUNT FOR MORE THAN 30 DAYS. I UNDERSTAND THAT ALTERNATE PAYMENT TERMS MAY BE ENFORCED DUE TO NON-PAYMENT, POOR CREDIT RATING OR IN THE CASE OF A NEW CUSTOMER.

I UNDERSTAND THAT FAILURE TO REMIT ALL CHARGES CREDITED TO MY LANDFILL ACCOUNT IN EXCESS OF SIXTY (60) DAYS WILL RESULT IN REVOCATION OF THIS PERMIT.

IN THE EVENT OF ANY DISPUTE REGARDING THIS ACCOUNT, INCLUDING BUT LIMITED TO FAILURE TO PAY AN INVOICE ON TIME, I AGREE THAT A LAWSUIT MAY BE COMMENCED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED AT THE ADDRESS LISTED IN THE APPLICATION FORM AND THAT A SERVICE OF A SUMMONS AND OR COMPLAINT BY SUCH METHOD SHALL CONSTITUTE GOOD AND PROPER SERVICE OF PROCESS OR ANY OTHER LAWFUL MEANS.

**COMPANY NAME:**\_\_\_\_\_

**SIGNATURE:**\_\_\_\_\_

**PRINT OR TYPE NAME:**\_\_\_\_\_

Initial:\_\_\_\_\_

# **LANDFILL PERMIT APPLICATION: 2013**

## **CITY OF ALBANY LANDFILL**

### **RECYCLING COMPLAINE & REPORTING**

As a Commercial Waste Hauler (Hauler) working within the Capital Region Solid Waste Planning Unit and as a condition of this Permit, I agree to the following conditions:

1. The Hauler shall have recycling collection services available to all residential, industrial and commercial waste generators under contract. The scope of these services shall include items listed in Section 313-16 of the Municipal Code of the City of Albany and Page 5 of this agreement.
2. The City of Albany shall initiate random waste inspections to assess compliance with local recycling ordinances. As a result of such inspections, the City will identify specific waste deliveries that are deemed non-compliant and will initiate code enforcement action against the generator. The Hauler will assist the City in the code enforcement action by disclosing the name, address and telephone number of commercial or residential generator(s) associated with that specific non-compliant delivery. Generator disclosure shall be provided by the hauler within five business days of the request.
3. In accordance with Section 313-16, the City will allow for up to 180 days for the generator to become in compliance. Should the generator fail to comply and as a result of the City's assessment, the generator may be subject to fines outlined in local ordinance (up to \$325 fine).
4. The City shall provide to the Hauler a standard recycling guide for distribution to all customers. Hauler shall distribute guide to all generators within 30 days of receipt. The Hauler shall provide guide to all future generators.
5. Should fugitive wastes be detected in specific waste delivery and those materials are subject to an additional service fee or fine, the Hauler agrees to payment of that service fee/fine and will make every reasonable effort to pass that cost to the individual generator responsible for the fugitive wastes. Fugitive wastes may include both the Unacceptable Materials List and Recycling List (pages 4 & 5). Specific fees are posted at the scalehouse and are subject to change with five (5) business day written notice.
6. Hauler agrees to provide a quarterly summary report documenting the type, tonnage and the municipality of origin of all wastes (including materials diverted for recycling).

**COMPANY NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINT OR TYPE NAME:** \_\_\_\_\_

Initial: \_\_\_\_\_