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GLOSSARY OF TERMS

-A-

Act 101 – Statewide recycling in Pennsylvania began in 1988 with the Municipal Waste Planning Recycling and Waste Reduction Act (Act 101) that requires larger municipalities to recycle. The Act established a $2-per-ton fee on all waste disposed at municipal waste landfills and WTE facilities established grants for local collection programs, public education, materials processing and composting facilities, equipment and technical training. Act 101 also requires each county to develop county plans to manage its own wastes and assure a minimum of ten years disposal capacity.

Agricultural Wastes – Domestic animal manure or residuals in liquid or solid form generated in the production of poultry, livestock, fur-bearing animals, and their products. Agricultural waste includes residuals generated in the production and harvesting but not of subsequent processing of all agricultural, horticultural, or aqua-cultural commodities. Agricultural waste does not include land clearing debris unless the cleared land is intended solely for agricultural purposes.

Ash – Residue from the burning of wood, solid waste, coal, and other combustible materials (also referenced as combustion ash).

-B-

Biosolids – Treated sewage sludge that is intended to be used as a fertilizer to improve and maintain productive soils and stimulate plant growth.

Bulky Item – Items whose large size or weight precludes or complicates their handling by normal collection, processing, or disposal methods. Many curbside programs handle bulky items such as furniture, mattresses, box-springs and similar items.

-C-

Closure – The cessation of operation of a solid waste management facility and the act of securing such a facility so that it will pose no significant threat to human health or environment.


Commercial Waste – Solid, non-hazardous waste generated by commercial establishments used mainly for the purposes of a trade or business or for the purpose of sport, recreation, education or entertainment.

Compact Fluorescent Lamp (CFL) – A fluorescent lamp designed to replace an incandescent light bulb. CFLs use one-fifth to one-third the electric power and last eight (8) to fifteen (15) times longer.

Compost – The product of composting.

Composting – The process by which organic solid waste is biologically decomposed under controlled anaerobic or aerobic conditions to yield a humus-like product.
Construction and Demolition (C&D) Waste – Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphalitic substances, bricks, block and unsegregated concrete. The term does not including the following if they are separate from other waste and are used as clean fill; uncontaminated soil, rock, stone, gravel, brick and block, concrete and used asphalt, waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

County – Luzerne County, Pennsylvania

- D -

Department – The Luzerne County Solid Waste Management Department. The Department’s mission statement is to ensure the delivery of an integrated, cost-effective, and environmentally sound solid waste management system, and to promote through assistance and education, sustainable community programs and policies throughout Luzerne County.

Department of Conservation and Natural Resources (DCNR) – Established July 1, 1995, is the agency responsible for maintaining and preserving the state’s parks and forests, providing information on the state’s natural resources and working with communities to benefit local recreation and natural areas.

Drop-Off Location – A facility or location primarily for residents to drop off recyclables.

- E -

Electronic Waste (or e-waste) – Discarded electrical or electronic devices. Many of these products can be reused, refurbished, or recycled. Common electronic products included computers, televisions, VCRs, stereos, copiers, and fax machines.

Environmental Protection Agency (EPA) – Federal agency responsible for providing regulations, guidance, and enforcement of solid waste management activities.

- F -

Facility – Land, structures and other appurtenances or improvements where municipal waste disposal, processing or beneficial use is permitted or takes place.

Fatal Flaw Analysis – An evaluation that may determine the viability of a project or endeavor by evaluating potential problems that may prevent the project or endeavor from moving forward. Aspects that may be evaluated during a fatal flaw analysis include, but are not limited to, permitting, environmental issues, zoning regulations, land development regulations, geologic conditions, costs, equipment needs, available markets, etc.

- G -

Grasscycling – The act of allowing grass clippings to remain on the lawn after mowing to return nutrients back to the soil.

Ground Water – Water beneath the surface of the ground, within a zone of saturation.
Hazardous Waste – Solid waste, or a combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, and increase in mortality, or an increase in serious irrevocable or incapacitating reversible illness, or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Does not fall under the definition of MSW.

Home Healthcare Waste – “Used sharps,” such as needles, syringes, lancets and other sharp objects, as well as soiled bandages, disposable sheets and gloves.

Household Hazardous Waste (HHW) – Waste generated by a household that may be chemically or physically classified as a hazardous waste under the standards of Article VII. For the purpose of this definition, the term “household” includes those places described as “households” in 40 CFR 261.4(b)(1).

Industrial Solid Waste – Means any liquid, gaseous, solid, or other waste substance, or combination thereof, resulting from any process of industry, manufacturing, trade or business; or the development of any natural resource, including agriculture.

Institutional Establishment – An establishment that engages in services, including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.

Landfill – An engineered solid waste disposal facility, which is an area of land or an excavation where wastes are placed in a manner that minimizes public health and environmental hazards and is designed, installed, and operated according to the provisions of EPA (under CFR) and PADEP regulations; a solid waste disposal facility, which is an area of land or an excavation where wastes are or have been placed for disposal, for which a permit other than a general permit is required.

Material Recovery Facility (MRF) – A specialized plant that receives, separates and prepares recyclable materials for marketing to end-user manufacturers. The materials that come out of the MRF are clean, properly sorted and relatively free of impurities.

Municipal Landfill (also known as Sanitary Landfill) – A solid waste acceptance facility that is designed, built, and operated so that all types of waste generated by a community, except waste specifically prohibited by the regulations or a permit issued under the regulations, can be accepted.

Municipality – A city, borough, incorporated town, township, county or an authority created by any of the foregoing.

Municipal Solid Waste (MSW) – Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid (where applicable), semisolid, or contained gaseous material resulting from...
operation of residential, municipal, commercial, or institutional establishments and from community
activities; and sludge not meeting the definition of residual or hazardous waste under this section from a
municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air
pollution control facility.

- O -

**Organic Waste** - Material that is biodegradable and comes from either a plant or animal.

- P -

**Pennsylvania Department of Environmental Protection (PADEP)** – The Department of Environmental
Protection of the Commonwealth, and its authorized representatives.

**Permit** – A permit issued by the Department to operate a municipal waste disposal or processing facility,
or to beneficially use municipal waste. The term includes general permit, permit-by-rule, permit
modification, permit reissuance and permit renewal.

**Pharmaceutical Waste** – Any waste that contains medicinal drugs that are expired, unused, contaminated,
damaged or no longer needed, or wastes produced during the manufacture of pharmaceuticals.

**Plan Update (also Plan Revision)** – A change that affects the contents, terms or conditions of a
Department approved plan under the Municipal Waste Planning, Recycling and Waste Reduction Act.

**Plastic Film** – A thin continuous polymeric material used to separate areas or volumes, to hold items, to
act as barriers or as printable surfaces.

**Processing Facility** – A facility where solid waste or recycling materials are processed

**Professional Recyclers of Pennsylvania (PROP)** - An association of recycling professionals working to
ensure that all recyclable materials in the Pennsylvania waste stream are optimally recycled. PROP uses a
variety of programs and tools to connect, educate and inform their members and the recycling community
to help them develop and maintain the skills, knowledge and ability needed to realize their vision.

- R -

**Recycling** – The collection, separation, recovery and sale or reuse of metals, glass, paper, plastics and
other materials which would otherwise be disposed or processed as municipal waste.

**Recycling Facility** – A facility employing a technology that is a process that separates or classifies municipal
waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a
substitute for or a supplement to virgin raw materials. The term does not include transfer facilities,
municipal waste landfills, composting facilities, or resource recovery facilities.

**Re-TRAC Connect (Re-TRAC)** – Waste diversion software that sustainability professionals, including
municipal and County recycling coordinators, trust to efficiently collect, manage, and analyze recycling
and solid waste data. As of February 2018, County Recycling Coordinators are required to update and
maintain Re-TRAC Connect with countywide and municipal recycling data.
Refuse – Synonymous with solid waste.

Regulated Medical and Chemotherapeutic Waste (RMW) – The portion of the waste stream that may be contaminated by blood, body fluids or other potentially infectious materials, thus posing a significant risk of transmitting infection.

Residential Waste – Mixed household wastes, including yard wastes, generated by the general population.

Residual Waste – Garbage, refuse, other discarded material or other waste, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations; and sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous. The term does not include coal refuse as defined in the Coal Refuse Disposal Control Act. The term does not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on under and in compliance with a valid permit issued under The Clean Streams Law.

Resource Conservation and Recovery Act (RCRA) – The Federal Law that provides guidelines and standards for the management of both hazardous (RCRA Subtitle C) and non-hazardous (RCRA Subtitle D) waste. More specifically for Subtitle C, RCRA gives EPA the authority to control hazardous waste from “cradle-to-grave.” This includes the generation, transportation, treatment, storage and disposal of hazardous waste. With respect to Subtitle D, RCRA sets forth a framework for the management of non-hazardous solid wastes (such as the disposal of MSW in landfills). For Subtitle D, EPA developed detailed technical criteria for solid waste disposal facilities, which includes specific provisions on location, operation, design, ground water and gas monitoring, corrective action, closure and post-closure care and financial assurance. These regulations are contained in the Code of Federal Regulations (40CFR), Parts 257 and 258. EPA delegates authority for oversight of Local and State-level solid waste programs to authorized State agencies.

Resource Recovery Facility – A processing facility that provides for the extraction and utilization of materials or energy from municipal waste. The term includes a facility that mechanically extracts materials from municipal waste, a combustion facility that converts the organic fraction of municipal waste into usable energy and a chemical and biological process that converts municipal waste into a fuel product.

Sanitary Landfill (also refer to Municipal Landfill) – an engineered method of disposing of solid wastes on land in a manner that minimizes public health and environmental hazards, and is designed, installed, and operated under strict regulations of the PADEP and the US EPA.

Sewage Sludge – Liquid or solid sludges and other residues from a municipal sewage collection and treatment system; and liquid or solid sludges and other residues from septic and holding tank pumpings from commercial, institutional or residential establishments. The term includes materials derived from sewage sludge. The term does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of sewage sludge at a
municipal sewage collection and treatment system, or grit, screenings and nonorganic objects from septic and holding tank pumpings.

**Site** – The area of land within the property boundaries of a solid waste management facility where one or more solid waste processing, resource recovery, recycling, storage, or disposal areas are located.

**Solid Waste** – Waste, including, but not limited to, municipal, residual or hazardous wastes, including solid, liquid, semisolid or contained gaseous materials.

**Solid Waste Acceptance Facility** – Any landfill, incinerator, transfer station, or processing facility whose primary purpose is to dispose of, treat, consolidate, or process solid waste.

**Solid Waste Advisory Committee (SWAC)** – A committee formed to revise the Municipal SWMP every ten years.

**Solid Waste Management Plan (SWMP)** – A comprehensive plan for an adequate municipal waste management system in accordance with Chapter 272, Subchapter C.

**Solid Waste Processing Facility** – A facility where a combination of structures, machinery, or devices are used to reduce or alter the volume, chemical characteristics, or physical characteristics of solid waste. This can include sorting for diversion of recyclables. In general, processes are performed either to remove recyclables or to reduce the volume that the waste occupies during transport or at final disposal (e.g., shredding). A wide variety of solid waste can be processed at these facilities. A typical solid waste processing facility accepts MSW, C&D, metals, wood waste, etc.

**Source Reduction** – The reduction or elimination of the quantity or toxicity of residual waste generated, which may be achieved through changes within the production process, including process modifications, feedstock substitutions, improvements in feedstock purity, shipping and packing modifications, housekeeping and management practices, increases in the efficiency of machinery and recycling within a process. The term does not include dewatering, compaction, reclamation, or the use or reuse of waste.

**Special Handling Wastes** – Solid waste that requires the application of special storage, collection, transportation, processing or disposal techniques due to the quantity of material generated or its unique physical, chemical or biological characteristics. The term includes dredged material, sewage sludge, infectious waste, chemotherapeutic waste, ash residue from a solid waste incineration facility, friable asbestos containing waste, PCB containing waste and waste oil that is not hazardous waste.

**Transfer Facility** – A facility that receives and processes or temporarily stores municipal or residual waste at a location other than the generation site, and which facilitates the transportation or transfer of municipal or residual waste to a processing or disposal facility. The term includes a facility that uses a method or technology to convert part or all of the waste materials for offsite reuse. The term does not include a collecting or processing center that is only for source-separated recyclable materials, including clear glass, colored glass, aluminum, steel and bimetallic cans, high-grade office paper, newsprint, corrugated paper and plastics.
Used Oil – A petroleum-based or synthetic oil that is used in an internal combustion engine as an engine lubricant, or as a product for lubricating motor vehicle transmissions, gears or axles that, through use, storage or handling has become unsuitable for its original purpose due to the presence of chemical or physical impurities or loss of original properties.

- W -

Waste – A material whose original purpose has been completed and which is directed to a disposal, processing or beneficial use facility or is otherwise disposed of, processed or beneficially used. The term does not include source separated recyclable materials, materials approved by the Department prior to May 27, 1997, or material which is beneficially used in accordance with a general permit issued under Subchapter I or Subchapter J if a term or condition of the general permit excludes the material from being regulated as a waste.

Waste Oil – Oil refined from crude oil or synthetically produced, used and as a result of the use, contaminated by physical or chemical impurities. The term includes used oil.

Waste Reduction – Design, manufacture or use of a product to minimize weight of a municipal waste that requires processing or disposal, including, but not limited to: design or manufacturing activities which minimize the weight or volume of materials contained in a product, or increase durability or recyclability; the use of products that contain as little material as possible, are capable of being reused or recycled or have an extended useful life.

Wastewater Treatment Plant (WWTP) – WWTPs remove most pollutants from wastewater so that it can be returned to the water cycle with minimal environmental issues or reused for various purposes. By-products from wastewater treatment plants, such as grit and sewage sludge must be disposed of properly.

White Goods – Discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial appliances.

- Y -

Yard Waste – Vegetative matter from landscape maintenance or land clearing operations such as tree and shrub trimmings, grass clippings, leaves, trees brush and stumps.

Yard Waste Composting Facility – A facility that is used to compost leaf waste, or leaf waste and grass clippings, garden residue, tree trimmings, chipped shrubbery and other vegetative material. The term includes land affected during the lifetime of the operation, including, but not limited to, areas where composting actually occurs, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection and transportation activities, and other activities in which the natural surface has been disturbed as a result of or incidental to operation of the facility.
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<tr>
<td>ONP</td>
</tr>
<tr>
<td>O&amp;M</td>
</tr>
<tr>
<td>PADEP</td>
</tr>
<tr>
<td>PBR</td>
</tr>
<tr>
<td>PDA</td>
</tr>
<tr>
<td>PET</td>
</tr>
<tr>
<td>PP</td>
</tr>
<tr>
<td>PROP</td>
</tr>
<tr>
<td>PS</td>
</tr>
<tr>
<td>RFP</td>
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<tr>
<td>RMW</td>
</tr>
<tr>
<td>SOI</td>
</tr>
<tr>
<td>SWAC</td>
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<td>SWMP</td>
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<tr>
<td>TPY</td>
</tr>
<tr>
<td>UBC</td>
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<tr>
<td>WARM</td>
</tr>
<tr>
<td>WTE</td>
</tr>
<tr>
<td>WWTP</td>
</tr>
</tbody>
</table>
INTRODUCTION

Introduction to Luzerne County Solid Waste Management Plan
On July 28, 1988, the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) was enacted. This Act provided counties with the duty and primary responsibility to plan for the processing and disposal of municipal waste generated within their boundaries and required counties to develop and submit SWMPs to the Pennsylvania DER for approval by January 1991. Among other requirements, the Plan must provide for assured disposal capacity for the processing and disposal of municipal waste generated within the county for at least ten years.

In conformance with its powers and duties under Act 101, at the direction of the LCSWMD, a Department of the County, proceeded to fulfill its obligations under Act 101 to develop and implement a Municipal SWMP subsequent to municipal review and ratification.

The following timeline provides a summary of the prior Luzerne County SWMPs.

2001 Plan Update
Prepared by R.W. Beck Consultants in conjunction with the Luzerne County Department of Solid Waste Management for modification to the 1990 Plan, per Act 101 requirements to modify the SWMP every ten years. This update reflects information that has changed since the original plan. The following items were updated:

- Updated waste quantity data based on the State landfill destination reports
- Updated recycling quantities based on municipal and County recycling reports
- Updated waste projects for 2000 to 2010
- Identified recycling programs implemented from 1990 to 2000
- Selection of facilities to provide processing and/or disposal capacity for the next ten years
- Revisions to the County’s Municipal Waste Management Ordinance
- Discussion of public participation during the update process.

2010 Plan Update
Prepared by MSW Consultants in conjunction with the Luzerne County Department of Recycling in modification to the 2001 Plan Update, per Act 101 requirements to modify the SWMP every ten years.

- Most waste collection and all waste disposal services will be managed by the private sector.
- Recyclables collected curbside are generally handled by the private haulers, or in some instances the municipality.
- Municipalities will manage the collection of recyclable materials from locations throughout the County
- Processing and disposal of C&D waste will be managed by the private sector.
- Other recyclables such as scrap metals, used oil, lead acid batteries and other non-Act 101 recyclable materials will be managed and marketed primarily by the private sector.
- Biosolids and septage will be managed by a combination of private and municipal entities.
- Infectious and chemotherapeutic waste will be managed privately.
- The County will host electronic waste and tire collection programs on an annual basis.
Given the expiration of the disposal agreements with the designated facilities on December 31, 2020 and its obligations under Act 101 to update the Plan on a regular basis, address the County’s appropriate obligation under the Commonwealth’s revised 35% recycling goal and to continue to provide for at least ten years of assured capacity, the LCSWMD, in the winter of 2018, initiated steps toward the development of the current Plan Revision.

**2021 Plan Update**

The purpose of the 2021 Plan Revision is to 1) provide for an additional ten years of disposal capacity to serve the needs of the County and its municipalities through an open, fair and competitive process, 2) address how the County will take steps to meet the statewide 35% recycling goal over time, 3) update relevant demographic data, waste generation and disposal trends and collection practices, and 4) develop goals and recommendations to support recycling in Luzerne County while investigating alternative funding for these programs.

To provide assistance in this effort, the LCSWMD will apply for a PADEP Municipal Waste Planning Grant under Act 101 to have Barton & Loguidice D.P.C. (B&L), a contracted consultant, provide recommendations to the County to address the issue of improving the county recycling program and increasing the rate of recycling within the County, while exploring funding opportunities to support these efforts.

At the LCSWMD’s direction, the 2021 Plan Revision process was officially initiated via a meeting with PADEP on August 9, 2018 and a subsequent email to PADEP, where the Department agreed that the SWMP shall be non-substantial. A newly constituted SWAC was appointed in April 2019 and met for the first time on May 2, 2019 to assist the County and its consultants and legal counsel in this effort. In May 2020, the LCSWMD notified PADEP that the Plan would be a substantial revision.

This Plan Revision has been prepared so that the County can consolidate prior revisions in one comprehensive planning document that reflects the current Solid Waste Management System and the County’s intended efforts in the next planning cycle to increase the opportunities for recycling within the County toward meeting the Commonwealth’s 35% recycling goal.
CHAPTER 1 - DESCRIPTION OF WASTE

1.1 Purpose
The purpose of this chapter is to describe and determine the quantity of MSW generated in Luzerne County that will be managed by the system defined in this Plan. To estimate the quantity of present and projected municipal waste generated on an annual basis, current and historical quantity data was used, including:

- SWMP for Luzerne County (2010)
- PADEP Origin/County Waste Destination Reports for the period January 2015 through December 2019
- Luzerne County ReTRAC Reports for 2015 through 2019

This Plan updates Luzerne County’s 2010 Plan, including all relevant and/or out-of-date information in the 2010 Plan. This Plan update follows the direction of “Guidelines for the Development and Implementation of County Municipal Waste Management Plan Revisions”. It shall be noted that PADEP does not require every section to be updated and therefore, only a minimal survey of municipal waste generators was performed, as there has been little change in the County’s municipal waste management system over the past decade.

1.2 Characteristics of Luzerne County
Luzerne County is located in northeastern Pennsylvania and was known for producing anthracite coal in the 19th and 20th centuries. By the early 21st century, many factories and coal mines were closed. In recent years, the county has grown moderately with warehousing replacing manufacturing as the main industry.

Luzerne County had a 2019 population of 317,417 according to the U.S. Bureau of the Census and is 906 square miles in area. The County consists of seventy-six (76) municipalities that include four (4) cities, thirty-six (36) boroughs, and thirty-six (36) townships. The county seat and largest city is Wilkes-Barre with a 2019 US Census population of 40,766. Figure 1-1 shows Luzerne County and its municipalities.

The major transportation routes in the County are Interstate 80 (I-80), 81 (I-81) and 476 (I-476) and US Route 11. Luzerne County also has important state roads that include PA Routes 29, 92, 93, 115, 118, 239, 309, 315, 339, 415, 424, 437, 487, 502, 924, and 940.
### 1.3 Residential, Commercial, and Institutional Fraction of the Municipal Waste Stream

The typical municipal waste portion of the County's solid waste stream consists of waste generated by residential (homes, apartments), commercial (offices, retail stores, restaurants, industrial lunchrooms and offices, etc.), institutional sources (municipal buildings, libraries, schools, etc.), and community events. This material does not include sewage sludge generated by on-lot septic systems and WWTPs, RMW generated mainly from hospitals and other medical institutions, ash material generated from municipal waste incinerators and other industrial processes, asbestos material generated from industrial processes and demolition projects, and construction and demolition material generated from building construction and/or demolition projects. Recyclables generated/diverted from municipal waste sources are also included in the tonnages reported below. Table 1-1 reports the total quantities of residential, commercial, and institutional waste processed or disposed of from Luzerne County sources from the years 2015 through 2019.

#### Table 1-1


<table>
<thead>
<tr>
<th>Type of Material</th>
<th>Year</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential, Commercial, and Institutional Waste*</td>
<td>2015</td>
<td>219,584</td>
<td>211,622</td>
<td>225,468</td>
<td>244,283</td>
</tr>
<tr>
<td>Recyclables (diverted)**</td>
<td></td>
<td>165,510</td>
<td>160,273</td>
<td>135,908</td>
<td>137,662</td>
</tr>
<tr>
<td>Total:</td>
<td>385,094</td>
<td>371,895</td>
<td>361,375</td>
<td>381,945</td>
<td>392,654</td>
</tr>
</tbody>
</table>

* Tonnages obtained from PADEP Waste Destination Reports. Tonnages include typical MSW and C&D.

** Tonnages obtained from Re-TRAC Reports for Luzerne County for both residential and commercial recycling.

A review of Table 1-1 shows an increase in the reported amount of municipal waste disposed of by Luzerne County residents and businesses between 2015 and 2019. Based on this information, the 2018 waste and recycling tonnage totals were used to estimate the per capita waste disposal rate, in lieu of utilizing an average.

### 1.4 Yard Waste and Recycling

Yard waste materials are organics that readily decompose in either an agricultural land application process or a composting system. These materials are typically made up of grass, leaves and brush (i.e. small branches, twigs, etc.) from general yard maintenance. Yard waste does not include materials generated by tree removal, land clearing or home renovation projects.

Yard waste composting in Luzerne County is largely limited to programs initiated by the mandated municipalities to fulfill their obligation to collect yard waste separate from municipal waste, most specifically leaf material in the fall. As such, the County is not directly involved in this process. Municipalities within Luzerne may either own or operate a yard waste or compost facility or use other existing public or private facilities. In 2019, it was reported to Re-TRAC
that 25,829 tons of wood waste, leaf and yard waste from the residential sector and 25,448 tons of wood, leaf and yard waste from the commercial sector was diverted from a landfill and ultimately composted.

According to the PADEP, there are other options for composting leaf and yard waste if a compost drop-off or processing facility is not an option. Backyard composting and grasscycling are practices that residents can do at their own home. Grasscycling is a simple alternative to bagging grass clippings. Residents can simply leave the clippings on their lawn, where they break down in seven (7) to fourteen (14) days. Another option for recycling leaf and yard waste is backyard composting. A good mix of organic materials needed for successful composting consists of two parts “browns” (materials such as dead leaves that are high in carbon) and one part “greens” (such as fresh grass clippings and garden prunings that are high in nitrogen).

1.5 Household Hazardous Waste

According to the PADEP, HHW are those wastes produced in our households that are hazardous in nature, but are not regulated as hazardous waste, under federal and state laws. Each person in Pennsylvania produces an average of four (4) pounds of HHW each year. Included are such items as old paints and paint related products, pesticides, pool chemicals, drain cleaners, and degreasers and other car care products. Such consumer waste products, if carelessly managed can, and frequently do, create environmental and public health hazards.

According to PADEP, the following is an outline for residents in any County in Pennsylvania on how to manage HHW material:

- The best method of managing HHW is to prevent its generation in the first place. This involves selecting the least toxic item for use and buying only the amounts necessary to complete the task.
- If the material is still useable (damaged/shelf life expired, etc.) check to see if others might be able to use it. Check with community groups to see if they can use the product.
  - If the material is not useable and/or if such “outlets” are not available, it may be taken to your community’s HHW collection program, if offered locally. Please contact local municipality to determine if a HHW program is offered. Such programs will ensure that your HHW is recycled or, otherwise, managed, in an environmentally preferable way, under the hazardous waste provisions of the law.
  - If you have used oil, take it to a used oil collection site.
  - Spent lead acid batteries can be returned to sellers. In Pennsylvania, dealers are required to take old batteries when new ones are purchased. Spent lead acid batteries may not be discarded in landfills.
  - Used oil and intact lead acid batteries from households are not considered hazardous wastes in Pennsylvania. However, they are frequently generated in households and are thus often grouped in the HHW category. They are also frequently included in HHW collection programs.
• If you must discard of the material, you may legally discard of it in your regular trash pick-up, provided:
  o You have read the label and complied with any disposal directions.
  o Liquids have either been allowed to evaporate (if water based) or absorbed (if non-water based) on some material such as vermiculite, cat litter, or sawdust, so that there are no freestanding liquids.
  o The remaining residue has been packaged to prevent leakage while the material is being transported to the disposal facility.
  o The material is placed out in small quantities, over several collection periods.

1.6 Covered Devices (Electronics) Recycling
According to PADEP, e-waste includes computers, monitors, televisions, audio equipment, printers, and other electronic devices. Consumer electronic products are characterized by rapidly evolving technology and a relatively short product life. Advances in technology for all electronic equipment soon renders them obsolete. The average lifespan of a computer is about three (3) to five (5) years. In 2016, the average household had ten (10) connected devices, which was estimated to increase to fifty (50) by 2020. This includes smartphones, tablets and consoles, as well as personal computers. According to a Nielsen report, the average American household had approximately three (3) televisions. According to manufacturers, a flat screen television has a lifespan between four (4) and ten (10) years when in active use.

Electronic equipment contains metals that, if not properly managed or contained, can become hazardous wastes. The “Covered Device Recycling Act” (House Bill 708), PA Act 108 of 2010, establishes a recycling program for certain covered devices; imposes duties on manufacturers and retailers of certain covered devices; provides for the powers and duties of PADEP including enforcement; establishes the Electronic Materials Recycling Account in the General Fund; and prescribes penalties for noncompliance. Information on the CDRA is presented in Appendix D.

In January 2013, a disposal ban on covered devices went into effect, after which no person was allowed to dispose of a covered device or any of its components with their municipal waste. Residents are now responsible for properly recycling covered devices.

1.7 Bulky Waste
Bulky wastes are those wastes that include household furnishings, and white goods or appliances such as stoves, refrigerators, washing machines, dryers, mattresses and box springs, rugs, lawn mowers, auto parts, etc. Some municipalities conduct bulky waste collection programs either weekly, monthly, semi-annually, annually or on an as-needed basis.
Most bulky wastes are disposed of at a solid waste facility or processed for resource recovery. The County illegal dump survey confirmed that hard-to-recycle items, such as C&D materials and tires, made up a significant portion of the waste at the identified 51 illegal dump sites in the County.

1.8 Construction and Demolition Waste
Typical C&D waste materials include lumber, drywall, metals, masonry (brick, concrete, etc.), carpet, plastic, pipe, rocks, dirt, paper, cardboard, or green waste, related to land development or construction type projects. The amount of C&D waste collected for disposal on an annual basis from Luzerne County sources has been relatively steady over the past five (5) years, averaging nearly 15,000 tons annually between 2015 and 2018.

No research has been done to determine the major components of the C&D waste stream in Luzerne County and the potential to recover some of these components for recycling. With the current volatile state of recycling and the difficulty finding end markets/uses for single stream C&D material, it was determined that further research of the C&D waste stream was not practical.

1.9 Biosolids and Septage Waste
The management of biosolids and septage waste in the County has changed little since the 2010 Plan as the County’s demographics and socio-economic factors have remained consistent. In the previous plan it was reported that management of septage will largely continue to be processed through wastewater treatment plants in the County.

At this time, sufficient capacity exists at the treatment plants to provide the necessary capacity required to ensure proper management of Luzerne County’s septage waste over the next ten year planning period.

1.10 Regulated Medical and Chemotherapeutic Waste
RMW, formerly known as ICW, is the portion of the waste stream that may be contaminated by blood, body fluids, or other potentially infectious materials, thus posing a significant risk of transmitting infection.

Under the PADEP regulations, RMW generated by hospitals, nursing homes, clinics, dental and medical offices are included as part of the municipal waste stream. Therefore, it is Luzerne County’s responsibility to ensure proper management of this portion of the municipal waste stream. In Luzerne County, each facility makes individual arrangements for handling and disposition of RMW.

In all nursing homes and hospitals, RMW collection and disposal is managed by outside contractors. To ensure the proper handling of this material by private haulers, PADEP requires that all vehicles used for the commercial collection of RMW generated in the County be permitted by PADEP.

To the County’s knowledge, no new facilities have come online since the 2010 Plan, nor have any existing facilities undergone expansion. Today, medical facilities continue to manage RMW effectively through arrangements with commercial contractors to safely transport, process and dispose of this material. However, home-generated sharps, pharmaceuticals and infectious wastes are not technically regulated.
RMW, concerns over their safe and best disposal options remain and are addressed in this plan. See Section 1.12 for information on household pharmaceutical waste disposal.

### 1.11 Pharmaceutical Waste

Pharmaceutical wastes are those prescriptions or over-the-counter drugs from residential homes that are no longer needed or have expired. Per the EPA, these types of waste are not to be flushed down the toilet or drain unless the label or accompanying patient information specifically instructs you to do so. The EPA states that these types of wastes are to be returned to a drug take-back program or follow the following steps for household disposal:

- Take the prescription drugs out of their original containers. Liquid pharmaceuticals shall remain in the original container.
- Mix drugs with an undesirable substance, such as cat litter or used coffee grounds.
- Put the mixture into a disposable container with a lid, such as an empty margarine tub, or into a sealable bag.
- Conceal or remove any personal information, including Rx number, on the empty containers by covering it with permanent marker or duct tape, or by scratching it off.
- The sealed container with the drug mixture, and the empty drug containers, can now be placed curbside in your residential waste container.

There are currently sixteen (16) drug take back drop-off boxes in Luzerne County sponsored by the Pennsylvania Department of Drug and Alcohol Program, the Pennsylvania Commission on Crime and Delinquency and the Pennsylvania District Attorneys Association. The following items are **NOT** accepted at the drop-off boxes:

- Intravenous solutions
- Injectables, syringes, and needles (i.e. EpiPens)
- Hydrogen peroxide
- Compressed cylinders or aerosols (e.g. asthma inhalers)
- Iodine-containing medications
- Thermometers
- Alcohol and illicit drugs (i.e. marijuana, heroin, LSD, etc.)

To locate a drug take-back location, municipalities may refer residents to this website: [https://apps.ddap.pa.gov/gethelpnow/PillDrop.aspx](https://apps.ddap.pa.gov/gethelpnow/PillDrop.aspx)

### 1.12 Home Health Care Waste

Home health care wastes primarily consist of used “sharps”, such as needles, syringes, lancets, and other sharp objects, as well as soiled bandages, disposable sheets and gloves. The following outlines the steps recommended by the PADEP for disposal of home health care waste:

- Place all sharps in a puncture-resistant, hard plastic or metal container. An empty detergent bottle with a screw on cap or an empty coffee can will do. Close the container with its original lid and secure with heavy duty tape. Place the tightly sealed container in a paper bag and discard it with the household waste. Do not place this material with the recyclables.
- It is recommended to disinfect sharps with a solution of one (1) teaspoon of bleach in ½ gallon of water, prior to disposal.
- Place non-sharp home health care wastes in a doubled, securely fastened, opaque plastic trash bag before putting them in the trash can with other household wastes.
- Do not place this material with the recyclables.

1.13 Residual Waste
Luzerne County generates residual waste—that is, wastes (including sludges) generated by industrial, mining, agriculture, or water supply treatment facilities. While the County does not manage this waste for disposal, it bears mentioning because Luzerne County residual waste generators have disposed of 24,000 tons, on average, of residual waste annually since 2015. The total tonnage of residual waste disposed in 2019 (48,427 tons) represents approximately 14% of the overall total tonnage of waste disposed from Luzerne County for 2019 (335,384 tons). The majority of this waste stream was disposed of at three (3) disposal facilities, Alliance Landfill, Keystone Sanitary Landfill, and Commonwealth Environmental Systems Landfill, as well as other facilities accepting smaller tonnages. Disposal facilities, as part of the SOI process, were asked to include their guaranteed tonnage, to Luzerne County, for residual wastes and their not to exceed tipping fees, over the 10-year planning period. Table 1-2 lists the tonnage of residual waste generated in Luzerne County between 2015 and 2019.

<table>
<thead>
<tr>
<th>Year</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>23,120</td>
<td>26,608</td>
<td>22,377</td>
<td>25,771</td>
<td>48,427</td>
</tr>
</tbody>
</table>

Source: PADEP Waste Destination Reports.
CHAPTER 2 - DESCRIPTION OF FACILITIES

This section describes the facilities that are currently being used to manage the MSW generated in Luzerne County.

2.1 Existing Waste Disposal Facilities

There are no waste disposal facilities located in Luzerne County. The following disposal facilities executed reserved capacity agreements with Luzerne County as part of the 2010 SWMP:

- Alliance Sanitary Landfill
- Commonwealth Environmental Systems (CES) Landfill
- Grand Central Sanitary Landfill
- Keystone Sanitary Landfill
- Phoenix Resources Landfill (residual waste only)
- Pioneer Crossing Landfill
- Wayne Township Landfill
- White Pines Landfill (residual waste landfill)

Table 2-1 lists the amount of MSW accepted at facilities with executed disposal capacity contracts with Luzerne County from 2015 – 2019. Municipal waste in Table 2-1 includes typical MSW, C&D waste, sewage sludge, RMW, ash and asbestos. Table 2-2 provides information on those facilities with existing waste disposal contracts with Luzerne County.

### Table 2-1

<table>
<thead>
<tr>
<th>Facility</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alliance Sanitary Landfill</td>
<td>92,088</td>
<td>104,564</td>
<td>106,123</td>
<td>100,629</td>
<td>91,639</td>
</tr>
<tr>
<td>Commonwealth Environmental Systems (CES) Landfill</td>
<td>43,630</td>
<td>32,069</td>
<td>35,322</td>
<td>47,283</td>
<td>55,432</td>
</tr>
<tr>
<td>Grand Central Sanitary Landfill</td>
<td>106</td>
<td>68</td>
<td>72</td>
<td>70</td>
<td>22</td>
</tr>
<tr>
<td>Keystone Sanitary Landfill</td>
<td>113,374</td>
<td>91,448</td>
<td>86,057</td>
<td>91,100</td>
<td>108,080</td>
</tr>
<tr>
<td>Pioneer Crossing Landfill</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Wayne Township (Clinton County) Landfill</td>
<td>723</td>
<td>18,673</td>
<td>31,289</td>
<td>39,457</td>
<td>31,200</td>
</tr>
<tr>
<td>Total</td>
<td>249,921</td>
<td>246,822</td>
<td>258,863</td>
<td>278,539</td>
<td>286,373</td>
</tr>
</tbody>
</table>

1 MSW includes typical municipal waste, C&D, Sewage Sludge, RMW, Ash and Asbestos

2.2 Existing Waste Transfer Stations

There is currently one (1) PADEP permitted municipal waste transfer station located in Luzerne County, Waste Reduction Recycling & Transfer, Inc. This facility and the service they provide are in Table 2-3. Additionally, there are three (3) transfer stations located near Luzerne County that may accept County waste. They are identified in Table 2-4.
### Table 2-2
Luzerne County Contracted Disposal Facilities

<table>
<thead>
<tr>
<th>Facility Description</th>
<th>PADEP Permit Number</th>
<th>Permitted Capacity</th>
<th>Remaining Capacity (as reported in 2019 SOI)</th>
<th>Available Capacity through Expansion</th>
<th>Recyclable Materials accepted at on-site drop-off</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alliance Landfill (Waste Management of PA, Inc.)</td>
<td>100933</td>
<td>62,047,268 CY</td>
<td>27,711,030 CY</td>
<td></td>
<td>Office paper and tin and aluminum cans</td>
</tr>
<tr>
<td>Commonwealth Environmental Systems (CES) Landfill</td>
<td>101615</td>
<td>29,639,895 CY</td>
<td>10,923,821 CY</td>
<td></td>
<td>Plastic, Glass, Metal</td>
</tr>
<tr>
<td>Grand Central Landfill (Waste Management of PA, Inc.)</td>
<td>100265</td>
<td>27,173,576 CY</td>
<td>6,193,529 CY</td>
<td></td>
<td>Office paper, junk mail, newsprint, paperboard, corrugated cardboard, aluminum and tin cans, and rinsed plastic and glass bottles and jars</td>
</tr>
<tr>
<td>Keystone Sanitary Landfill, Inc.</td>
<td>101247</td>
<td>61,940,000 CY</td>
<td>14,138,307 CY</td>
<td></td>
<td>Clear glass, plastics, scrap metal</td>
</tr>
<tr>
<td>Pioneer Crossing Landfill (JP Mascaro &amp; Sons)</td>
<td>100346</td>
<td>13,614,392 CY</td>
<td>4,421,507 CY</td>
<td></td>
<td>TotalRecycle – plastics, metals, glass, mixed paper</td>
</tr>
<tr>
<td>Wayne Township (Clinton County) Landfill</td>
<td>100955</td>
<td>4,195,355 CY</td>
<td>91,153 CY</td>
<td>13,000,000 CY</td>
<td></td>
</tr>
</tbody>
</table>

### Table 2-3

<table>
<thead>
<tr>
<th>Transfer Station</th>
<th>Description of Services Provided</th>
<th>Residential Access</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waste Reduction Recycling &amp; Transfer, Inc.</td>
<td>The facility offers residential and commercial waste disposal and recycling and dumpster/roll-off rental services. The Transfer Station is open to the public and accepts municipal wastes, including C&amp;D Debris, as well as metal and cardboard. The facility does not accept: mounted tires, batteries, appliances with Freon, paint, medical waste, asbestos, ash, liquids of any kind, gasoline, turpentine, waste oil, hydraulic fluids, acids, pool chemicals, drums, sealed containers, tar, human or animal remains</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Table 2-4

<table>
<thead>
<tr>
<th>Waste Transfer Station</th>
<th>Address</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lehigh Valley Recycling Transfer Station</td>
<td>3942 Portland St Coplay, PA 18037</td>
<td>Lehigh</td>
</tr>
<tr>
<td>Tamaqua Transfer and Recycling Co.</td>
<td>244 E. Broad Street Tamaqua, PA 18252</td>
<td>Schuylkill</td>
</tr>
<tr>
<td>Ted Heaps Container Service</td>
<td>388 Jerseytown Road Millville, PA 17846</td>
<td>Columbia</td>
</tr>
</tbody>
</table>

### 2.3 Consideration of Existing Facilities

Section 272.224 of Title 25 of the Pa. Code mandates that the county plan must consider facilities that meet the definition of "existing facility". In Chapter 5 of the SWMP, the selection and justification of the municipal waste program is outlined. In order to minimize the effect on landfill capacity of reserving space for Luzerne County waste and to allow for flexibility for backup capacity, Luzerne County decided to use multiple disposal facilities. This action is also expected to help maintain competition in the area. Luzerne County's Plan is intended not to interfere with any existing facility’s effort to find other customers or to expand their facilities.
CHAPTER 3 - ESTIMATED FUTURE CAPACITY

Luzerne County has seventy-six (76) municipalities that include four (4) cities, thirty-six (36) boroughs, and thirty-six (36) townships with a population of 317,417 persons (2019 Census). Over a recent five (5) year period (2015 – 2019), the majority of Luzerne County municipal wastes were transported to four (4) landfills. A listing of these disposal sites, along with the tonnages of Luzerne County MSW accepted each year between 2015 and 2019, are presented in Table 3-1. The four (4) disposal facilities that accepted the majority of Luzerne County MSW for disposal during this time are shaded in Table 3-1.
### Table 3-1


<table>
<thead>
<tr>
<th>Site Name</th>
<th>County</th>
<th>Year1</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>5 year total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chrin Brothers Sanitary Landfill</td>
<td>Northampton</td>
<td></td>
<td>232</td>
<td>32</td>
<td>440</td>
<td>202</td>
<td>285</td>
<td>1,191</td>
</tr>
<tr>
<td>Grand Central Sanitary</td>
<td>Northampton</td>
<td></td>
<td>106</td>
<td>68</td>
<td>72</td>
<td>47</td>
<td>22</td>
<td>315</td>
</tr>
<tr>
<td>Alliance Sanitary Landfill</td>
<td>Lackawanna</td>
<td></td>
<td>77,753</td>
<td>82,488</td>
<td>89,985</td>
<td>83,505</td>
<td>79,005</td>
<td>412,736</td>
</tr>
<tr>
<td>Clinton County SWA-Wayne Twp. Landfill</td>
<td>Clinton</td>
<td></td>
<td>7,195</td>
<td>18,219</td>
<td>30,805</td>
<td>38,374</td>
<td>29,768</td>
<td>124,361</td>
</tr>
<tr>
<td>Lycoming County Resource Management</td>
<td>Lycoming</td>
<td></td>
<td>149</td>
<td>26</td>
<td>9</td>
<td>56</td>
<td>51</td>
<td>291</td>
</tr>
<tr>
<td>Keystone Sanitary Landfill</td>
<td>Lackawanna</td>
<td></td>
<td>99,051</td>
<td>80,953</td>
<td>76,360</td>
<td>81,036</td>
<td>99,191</td>
<td>436,591</td>
</tr>
<tr>
<td>Commonwealth Environmental System (CES) Landfill</td>
<td>Schuylkill</td>
<td></td>
<td>40,117</td>
<td>29,805</td>
<td>32,711</td>
<td>41,035</td>
<td>46,084</td>
<td>189,752</td>
</tr>
<tr>
<td>Fairless Landfill</td>
<td>Bucks</td>
<td></td>
<td>-</td>
<td>21</td>
<td>23</td>
<td>29</td>
<td>1</td>
<td>74</td>
</tr>
<tr>
<td>Covanta Delaware Valley</td>
<td>Delaware</td>
<td></td>
<td>-</td>
<td>-</td>
<td>8</td>
<td>-</td>
<td>-</td>
<td>8</td>
</tr>
<tr>
<td>Cumberland County Landfill</td>
<td>Cumberland</td>
<td></td>
<td>19</td>
<td>10</td>
<td>55</td>
<td>-</td>
<td>23</td>
<td>107</td>
</tr>
<tr>
<td>Tullytown Resource Recovery</td>
<td>Bucks</td>
<td></td>
<td>-</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>LCSWMA – Susquehanna Resource Management Complex</td>
<td>Dauphin</td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Modern Landfill</td>
<td>York</td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>IESI Bethlehem Landfill</td>
<td>Northampton</td>
<td></td>
<td>1,439</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,439</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>226,059</td>
<td>211,622</td>
<td>230,467</td>
<td>244,283</td>
<td>254,485</td>
<td>1,166,916</td>
</tr>
</tbody>
</table>


1 Tonnages include typical MSW and C&D material. Tonnages do not include residual, sewage sludge, RMW, Ash or Asbestos waste. Also does not include recyclable materials and organics that have been diverted from disposal through recycling and composting.
3.1 Future County Population Projections

Municipal waste generation is a function of a number of socio-economic factors, including population. Figure 3-1 shows the County population, based on the 2010 Census information and population estimates and forecasts for Luzerne County from 2020 through 2030.

![Figure 3-1](image)

**Figure 3-1**

*Historic and Projected Populations for Luzerne County*

As Figure 3-1 illustrates, the County is forecast to have a no significant change in population over the 10-year planning period. Luzerne County’s projected population from 2020 to 2030 is projected to increase by approximately 950 people.

3.2 Waste and Recyclables Projections

The three (3) primary sources of data used in making projections of the amount of municipal wastes generated for disposal in the seventy-six (76) municipalities of Luzerne County are: the population projections (Figure 3-1); Re-TRAC data on recyclables and organics diverted from disposal through recycling/ composting (Table 3-2), and; Luzerne County-generated tons of MSW disposed, taken from PADEP Waste Origin/Destination Landfill Summary Reports from 2015 through the year 2019 (Tables 3-1 and 3-2).

The estimates and projections of municipal waste disposed in Luzerne County, presented in Table 3-3, were computed by taking into consideration historic per capita waste and recycling disposal and diversion rates and applying these rates to the projected County population for years 2021 through 2030 (with some special considerations, that will be discussed in this chapter). Luzerne County has seen a steady increase in disposal of most types of MSW tonnage over the past few years. Based on the increase in tonnage, instead of taking an average disposal rate over the past five (5) years for these waste categories, B&L utilized the tonnage reported to PADEP for calendar year 2019. The per capita waste disposal rates were calculated for these waste categories by taking the net waste disposal tonnage data contained in the PADEP Waste Origin/Destination Reports for calendar year 2019 and dividing this tonnage by the...
estimated population of Luzerne County during that time period, assumed for the purposes of these calculations to be the year 2019.

The calculated per capita disposal and diversion rates for each waste and recyclables category was then multiplied by yearly population projections for years 2021 through 2030, to estimate waste and recyclables tonnages disposed or diverted by Luzerne County over the planning period (with some special considerations/ adjustments). These waste and recyclables/organics projections, through year 2030, are presented in Table 3-3.

3.3  Per Capita Waste Disposal Rates

Between 2015 and 2019, it is estimated that Luzerne County generated an average of approximately 417,000 TPY of MSW (all categories) and recyclables/ organics, of which approximately 254,000 tons were reportedly landfilled each year.

Typical MSW disposed by Luzerne County residents, which includes residential, commercial, institutional, but not including recyclables/ organics diverted from disposal, has been steadily increasing over the past three (3) years, with 2019 having the highest disposal rate at approximately 246 TPY. Using the 2019 waste disposal tonnage and the estimated 2019 population of the County at 317,417, the typical MSW per capita rate for waste disposal was approximately 0.77 tons per capita per year.

The national average per capita waste disposal rate is 0.53 tons per person per year or 2.9 pounds per person per day. This includes both landfilling and combustion with energy recovery. This data is based on the EPA’s most recently published Sustainable Materials Management Report, dated July 2018. The MSW evaluated by the EPA report includes residential waste and waste from commercial and institutional locations, such as businesses, schools and hospitals. Figure 3-2 below displays the average disposal and recycling rates for Luzerne County compared to national average rates.

![Figure 3-2](image-url)
The higher Luzerne County MSW per capita rate as compared to the national average makes sense when considering the amount of potential out-of-county university and college students that reside in Luzerne County for the majority of the year, but may be reported as residing in other counties. Additionally, the number of commercial, institutional and industrial facilities located in Luzerne County that generate typical MSW contribute to the higher per capita waste disposal rate when compared to the national average.

C&D disposal by Luzerne County generators was approximately 8,500 tons in 2019. Based on the estimated 2019 County population and the 2019 C&D disposal tonnage, the per capita waste disposal rate for C&D was **0.03 tons per capita per year**.

Sewage sludge (the fraction that is dewatered and landfilled, but excluding land-applied liquid sludge) disposal by Luzerne County generators was approximately 31,000 tons in 2019. Based on the estimated 2019 County population and the 2019 sewage sludge disposal tonnage, the per capita waste disposal rate for sewage sludge was **0.1 tons per capita per year**.

RMW disposal by Luzerne County generators was approximately 300 tons in 2019. Based on the estimated 2019 County population and the 2019 RWM disposal tonnage, the per capita waste disposal rate for RWM was **0.001 tons per capita per year**.

The ash residue component of special municipal solid wastes disposed by Luzerne County generators was approximately 0 tons in 2019, therefore, the per capita waste disposal rate for ash was **0.00 tons per capita per year**.

The asbestos component of special municipal solid wastes disposed by Luzerne County generators was approximately 800 tons in 2019. Based on the estimated 2019 County population and the 2019 asbestos disposal tonnage, the per capita waste disposal rate for asbestos was **0.003 tons per capita per year**.

Non-hazardous industrial waste (residual wastes) tonnages are not a component of municipal wastes, and this plan deals with municipal wastes as defined by Act 101 of 1988. However, it is noted that residual waste generated within Luzerne County and disposed in 2019 was approximately 48,400 tons. Based on the estimated 2019 County population and the 2019 residual waste disposal tonnage, the per capita waste disposal rate for this waste material was **0.15 tons per capita per year**. Residual waste makes up a significant fraction of the overall waste generated and disposed in Luzerne County, therefore future generation of residual wastes in Luzerne County is included in the waste projection tables.
Table 3-2
Luzerne County Waste and Recyclables/ Organics Disposed/Diverted 2015 – 2019 (in Tons)

<table>
<thead>
<tr>
<th>Waste Type</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential, Commercial, and Institutional MSW</td>
<td>204,564</td>
<td>195,286</td>
<td>209,636</td>
<td>233,179</td>
<td>246,075</td>
</tr>
<tr>
<td>C&amp;D</td>
<td>15,020</td>
<td>16,336</td>
<td>15,831</td>
<td>11,104</td>
<td>8,409</td>
</tr>
<tr>
<td>Recyclables &amp; Organics Diverted</td>
<td>165,510</td>
<td>160,273</td>
<td>135,908</td>
<td>137,662</td>
<td>138,171</td>
</tr>
<tr>
<td>SUBTOTAL - Typical MSW, C&amp;D, Recyclables/ Organics</td>
<td>385,094</td>
<td>371,895</td>
<td>361,375</td>
<td>381,945</td>
<td>392,655</td>
</tr>
<tr>
<td>Recycling Diversion</td>
<td>43%</td>
<td>43%</td>
<td>38%</td>
<td>36%</td>
<td>35%</td>
</tr>
<tr>
<td>Sewage Sludge</td>
<td>31,275</td>
<td>30,572</td>
<td>30,501</td>
<td>31,110</td>
<td>31,384</td>
</tr>
<tr>
<td>RMW</td>
<td>296</td>
<td>285</td>
<td>269</td>
<td>274</td>
<td>261</td>
</tr>
<tr>
<td>Ash Residue</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Asbestos</td>
<td>2,322</td>
<td>4,928</td>
<td>3,205</td>
<td>3,174</td>
<td>828</td>
</tr>
<tr>
<td>TOTAL – All Categories of Municipal Waste + Recycling</td>
<td>418,987</td>
<td>407,680</td>
<td>395,350</td>
<td>416,503</td>
<td>425,128</td>
</tr>
<tr>
<td>Residual Waste</td>
<td>23,120</td>
<td>26,608</td>
<td>22,377</td>
<td>25,771</td>
<td>48,427</td>
</tr>
<tr>
<td>TOTAL – Municipal Waste, All Types + Recycling/ Organics + Residual Waste</td>
<td>442,107</td>
<td>434,288</td>
<td>417,727</td>
<td>442,274</td>
<td>473,555</td>
</tr>
</tbody>
</table>

Sources: PADEP Waste Origin/Destination Reports; Re-TRAC Reports.

3.4 Future County Municipal Waste Generation for Disposal Projections
Table 3-3 presents the annual MSW waste generation for disposal and recyclables diversion estimates/projections for the County, from 2021 through 2030. These projections are tied to the population projections from Figure 3-1 and the per capita waste disposal figures developed in Section 3.3 of this chapter. The total waste generated in Luzerne County requiring disposal is calculated to increase slightly over the 10-year planning period, due to a steady increase in the County’s population over the 10-year planning period.

Municipal wastes that are not diverted/recycled must be processed/disposed. It is believed that the average per capita waste disposal rates for the multiple fractions of MSW generated (described in Section 3.3) is a valid basis for projecting future waste disposal tonnages.

Special Handling Waste categories of MSW (those that require special handling provisions), including sewage sludge, RMW, ash residue, and asbestos, are projected to increase slightly in combined disposal capacity need over the 10-year planning period ranging from approximately 32,500 TPY in 2021 to 33,200 TPY in 2030.

When considering the disposal capacity needs for Luzerne County’s MSW, and when procuring this disposal capacity through a SOI, it was prudent to consider the need to accommodate approximately 385,000 TPY of MSW disposal capacity, which accounted for some additional allowance for disposal of currently diverted recyclables and organics (all categories of municipal waste), and provided for
contingencies over the 10-year planning period from 2021 to 2030. Conservative disposal capacity requirements were included in the SOI for Disposal Capacity, further discussed in Section 3.6.

3.5  Possible Variations in Future Waste Generation for Disposal Projections
The primary variables that may affect actual MSW waste generation/ disposal tonnages in Luzerne County in the future are:

- Population loss or gain
- Changes in recycling activities and opportunities in Luzerne County
- Changes in foreign markets for recyclables exportation
- Changes in product packaging trends
- Increases in waste reduction programs (source reduction strategies)
- Addition of non-mandated municipality recycling programs and drop-off facilities
- Increases in recyclable materials recovery rates
- Expansion of materials diverted/ recycled
- Development of new technologies
- Economic factors; the Plan’s waste generation for disposal estimates reflect a stable level, but not growth, in commercial/ business development

Product packaging is still very sensitive to the demands of the marketplace in relation to consumer convenience, consumer manufacturing protection, and retail theft, which, in turn, are in response to the pressures and demands of current day society. Product tampering and the attendant lawsuits have resulted in increased packaging of some food and medicinal products. Retail theft contributes to over packaging of smaller items, the blister pack being an outgrowth of this societal problem. This product packaging tendency along with a forecast of increases in "disposable" health care items and online purchasing will tend to offset waste reduction programs. Although an increase in waste disposal from this type of product packaging has not been accounted for in the projections, it is worth mentioning and worth accounting for when evaluating disposal capacity over the 10-year planning period.

E-commerce is on the rise and with it, comes increased cardboard. There is no denying that companies such as Amazon have grown over the past ten years. Their growth has directly influenced the amount of cardboard recycled on a residential level annually in the U.S. over the past ten years. Residents are interested in receiving goods at an accelerated pace and with the ease of shopping online using a phone or a tablet, it is not anticipated that online shopping will slow over the 10-year planning period, if anything, it’s forecasted to grow. Companies are making efforts to reduce cardboard packaging and over packaging of products to reduce the amount of material received by the consumer. These efforts are beneficial, but while these efforts are being implemented, it is important to consider cardboard recycling as part of the 10-year planning process.

The challenges of increased curbside cardboard recycling is the space available to collect this material in the collection vehicles. If cardboard recycling continues to increase at the curb, haulers may be forced to increase collection frequency, which may increase the cost to residents to provide this service. Additionally, many communities that are still utilizing the bins for recyclables collection, versus a cart system, may see the increased need to move to a cart based system.

The County’s recycling activities and programs have been consistent over the past few years. The recycling program throughout the County currently consists of drop-off locations; curbside collection conducted by
the private/public sector and periodic HHW, municipal e-waste, paper shredding, and tire collection events. The County is interested in exploring options, during this planning process, to sustain their current recycling programs offered to residents of the County, as well as offer additional recycling opportunities. The SWMP takes into account that the recycling programs offered in Luzerne County are dependent on funding, political will, and public private partnerships that may be implemented over the course of the 10-year planning period.

In July 2017, China announced a series of new restrictions on imported materials, including an outright ban on 24 different categories of recyclable materials to be phased out by the end of 2017. This was a result of the National Sword 2017 Program that called for investigations of shipments of recyclables at the port, including weighing and X-raying. In China’s filing with the World Trade Organization, they expressed a desire to protect human health and safety. According to their data, the vast majority of the solid recyclables it accepted were contaminated with dirty material, which can’t be recycled, and even dangerous compounds, like mercury, which can compromise any recycling operation. Though 24 materials were banned, the most impactful to the United States is plastic and unsorted waste paper. It is estimated that 70% of the recycling material sent to China by the US is mixed paper. Some of the outcomes of this ban have been:

- Utilization of other Countries for exportation of this material
- Limiting the types of materials collected in the current recycling programs
- The increased diversion to landfill of intended recycling loads due to high levels of contamination
- Moving towards a concentration on quality (i.e. cleanliness) of the recycling stream versus quantity

Any of these variations may cause the estimated waste tonnage requiring disposal to fluctuate up or down over the ten year planning period.

In response to the “China Ban”, the waste industry has seen the following reactions in the Commonwealth of Pennsylvania by some of the larger for-profit recyclers:

- Removal of items from the recycling streams (i.e. mixed paper, glass, etc.)
- Fine assessment for high contamination rates and/or materials in the recyclable stream that were banned (i.e. fines assessed for plastic bags in the recycling drop-off containers)
- Increase to service charges and/or surcharge fees (i.e. pull costs are increased to service drop-off locations)

It is envisioned over the ten year planning period, if the China Ban remains in place or the quality of material is held at a higher standard, recycling programs will see a larger concentration on the type of material and quality of material being recycled by haulers and processors. This may result in increased program costs, reduction of materials accepted, renegotiated management of drop-off locations, increased contract costs for waste services to offset recycling program costs, continued fine assessments, etc. Although the recycling market is highly variable at the moment, there are some promising advancements that may alleviate some of the issues with mixed paper. Several large paper manufacturers in China have reportedly bought existing or defunct paper mills in the United States. It is hoped that these purchases will allow the opportunity to once again utilize the large amount of mixed paper collected in the United States.
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### Table 3-3
Waste and Recycling Projections, 2019 – 2030 (In Tons)

<table>
<thead>
<tr>
<th>Waste Type</th>
<th>2019 Historical</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
<th>2029</th>
<th>2030</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Population</td>
<td>317,417</td>
<td>323,850</td>
<td>324,042</td>
<td>324,234</td>
<td>324,426</td>
<td>324,618</td>
<td>324,810</td>
<td>324,808</td>
<td>324,806</td>
<td>324,804</td>
<td>324,802</td>
<td>324,800</td>
</tr>
<tr>
<td>Typical MSW, C&amp;D and Recyclables</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated MSW (including C&amp;D, not including recyclables) Requiring Disposal</td>
<td>254,484</td>
<td>259,641</td>
<td>259,795</td>
<td>259,949</td>
<td>260,103</td>
<td>260,257</td>
<td>260,411</td>
<td>260,409</td>
<td>260,408</td>
<td>260,406</td>
<td>260,404</td>
<td>260,403</td>
</tr>
<tr>
<td>Estimated Recyclables &amp; Organics Diverted</td>
<td>138,171</td>
<td>140,971</td>
<td>141,055</td>
<td>141,138</td>
<td>141,222</td>
<td>141,306</td>
<td>141,389</td>
<td>141,388</td>
<td>141,387</td>
<td>141,386</td>
<td>141,386</td>
<td>141,385</td>
</tr>
<tr>
<td>Total MSW, including C&amp;D, and Recyclables</td>
<td>392,655</td>
<td>400,612</td>
<td>400,850</td>
<td>401,087</td>
<td>401,325</td>
<td>401,562</td>
<td>401,797</td>
<td>401,792</td>
<td>401,792</td>
<td>401,790</td>
<td>401,790</td>
<td>401,787</td>
</tr>
<tr>
<td>Recyclables Diversion, as a % of MSW (including C&amp;D) + Recycling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated ICW Generated</td>
<td>261</td>
<td>279</td>
<td>279</td>
<td>279</td>
<td>280</td>
<td>280</td>
<td>280</td>
<td>280</td>
<td>280</td>
<td>280</td>
<td>280</td>
<td>280</td>
</tr>
<tr>
<td>Estimated Ash Generated</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Estimated Asbestos Generated</td>
<td>828</td>
<td>844</td>
<td>845</td>
<td>845</td>
<td>846</td>
<td>846</td>
<td>847</td>
<td>847</td>
<td>847</td>
<td>847</td>
<td>847</td>
<td>847</td>
</tr>
<tr>
<td>Total - All Categories of Special Handling Waste</td>
<td>32,473</td>
<td>33,144</td>
<td>33,163</td>
<td>33,183</td>
<td>33,203</td>
<td>33,222</td>
<td>33,242</td>
<td>33,242</td>
<td>33,242</td>
<td>33,241</td>
<td>33,241</td>
<td>33,241</td>
</tr>
<tr>
<td>Total - All Categories of Municipal Waste (Net of Recycling)</td>
<td>286,957</td>
<td>292,785</td>
<td>292,958</td>
<td>293,132</td>
<td>293,305</td>
<td>293,479</td>
<td>293,653</td>
<td>293,651</td>
<td>293,649</td>
<td>293,647</td>
<td>293,645</td>
<td>293,644</td>
</tr>
<tr>
<td>Total - Municipal Waste, All Types + Recycling/Organics + Residual Waste</td>
<td>473,555</td>
<td>483,165</td>
<td>483,451</td>
<td>483,737</td>
<td>484,024</td>
<td>484,310</td>
<td>484,597</td>
<td>484,594</td>
<td>484,591</td>
<td>484,588</td>
<td>484,585</td>
<td>484,582</td>
</tr>
<tr>
<td>MSW + Special Handling Waste + C&amp;D + Residual</td>
<td>286,957</td>
<td>292,785</td>
<td>292,958</td>
<td>293,132</td>
<td>293,305</td>
<td>293,479</td>
<td>293,653</td>
<td>293,651</td>
<td>293,649</td>
<td>293,647</td>
<td>293,645</td>
<td>293,644</td>
</tr>
<tr>
<td>MSW + Special Handling Waste + C&amp;D + Organics</td>
<td>335,384</td>
<td>342,193</td>
<td>342,396</td>
<td>342,599</td>
<td>342,802</td>
<td>343,005</td>
<td>343,208</td>
<td>343,206</td>
<td>343,203</td>
<td>343,201</td>
<td>343,199</td>
<td>343,197</td>
</tr>
</tbody>
</table>

Source: 2020-2030 B&L estimated waste projections, 2019 PADEP waste destination reports and Re-TRAC Reports
3.6 Securing Waste Disposal Capacity for Luzerne County

Historically, Luzerne County’s Municipal Waste Management Plan has provided that municipal waste from the county will be delivered to disposal sites based on:

1) Their listing as designated sites in the county municipal waste plan, secured through contracts with the county, and

2) Prevailing market conditions. Haulers have been free to take municipal waste from a given municipality to any disposal site of their choosing, as long as the site is designated in the county’s plan.

Under Act 101, each county in Pennsylvania must secure municipal waste (MSW) disposal capacity to meet its needs for the next ten (10) years. There are a number of ways in which this requirement can be met. In Luzerne County, the County Council have elected for this Plan Update to secure the minimum disposal capacity requirement at multiple disposal facilities.

A SOI for Disposal Capacity Assurance was prepared and distributed to facilities that are currently contracted with Luzerne County, as well as those facilities that took municipal solid wastes generated in Luzerne County over the past two (2) years, as well as those facilities that requested a copy of the SOI as part of the advertisement outreach. Refer to Appendix A for a copy of the SOI, a copy of the advertisements placed in the local paper (Times Leader), Waste Advantage and the PA Bulletin, and the evaluation of the SOIs received. Six (6) disposal facilities responded to the SOI to provide disposal services to Luzerne County, for a maximum period of ten years. The SOI stated that the County may require a combined municipal waste disposal capacity of up to 385,000 TPY of municipal waste (including residential/commercial/institutional waste, recyclables (if not diverted), C&D waste, RMW, asbestos, sewage sludge and other “special handling” waste) during the 10-year planning period.

Based on B&L’s current waste projections (Table 3-3), Luzerne County is projected to generate for disposal, from the waste categories of residential/commercial/institutional MSW, C&D waste, sewage sludge, RMW, ash residue, and asbestos a combined total need of approximately 259,000 tons in 2021; adding in residual waste disposal needs, this total need is approximately 291,000 tons in 2021. The equivalent projections for year 2030 are 260,000 and 292,000 TPY of disposal needs, respectively.

This process to secure MSW disposal capacity was conducted in the fall of 2019 using a Solicitation of Interest (SOI) and subsequent submittal forms. Disposal capacity and ceiling tipping fees were solicited for conventional MSW (from residential, commercial, and institutional sources), as well as for sewage sludge (in dewatered cake form), asbestos, incinerator ash, regulated medical waste (RMW), and construction and demolition Waste (C&D) disposal.

The SOI also asked for respondents to indicate their willingness to further discuss, apart from disposal capacity assurance, ways in which the facility may continue a public/private partnership for the sustainability of recycling and integrated waste management in Luzerne County.

The SOI also requested waste transfer stations handling municipal wastes from Luzerne County to respond and agree to 1) manifest all municipal waste handled by original county of waste origin, and to 2) deliver any Luzerne County municipal waste only to processing/disposal facilities approved in the Plan Update.
Submission packages were received in September 2019, and were reviewed in accordance with evaluation criteria outlined in the SOI. A total of six (6) waste disposal facilities and three (3) waste transfer stations responded to the SOI.

All respondents agreed to accept waste at their facilities for a total of ten (10) years. Not all facilities agreed to accept all fractions of MSW, including special handling wastes; however, among multiple facilities, the needs of Luzerne County were met. Additionally, all respondents to the SOI confirmed that they are properly permitted to accept municipal waste.

All of the transfer station respondents agreed to the terms of the SOI.

Appendix A contains Table 1 and Table 2, which outline the SOI responses from the waste disposal and processing facilities, as well as the ceiling tipping fees provided by the waste disposal facilities, and Table 3, which lists the proposed backup disposal facility for each submittal.

All respondents’ submission packages were reviewed and considered complete by B&L, the SWAC and the Luzerne County Solid Waste Management Department, upon further consideration/ clarification of the submissions and SOI requirements. A review memorandum, contained in Appendix A, documents a summary of all submittals and the facilities that were recommended for inclusion in the Plan Update, based on review, discussion, and recommendation by the SWAC. The selected facilities are listed in Chapter 6 of the Plan Update.

The SWAC has chosen to recommend to the County Council contracting with six (6) disposal sites, along with three (3) transfer stations. Factors considered were proximity to Luzerne County, use of the primary existing facilities currently used by the private sector haulers, and the need to contract with multiple sites in order to provide for acceptance of all categories of municipal wastes. The details related to those selections are presented in Chapter 6 and in Appendix A. The six respondents will provide more than the required minimum municipal waste disposal capacity assurance by Luzerne County for the next ten (10) years.

The facilities selected through the SOI process will enter into a waste disposal capacity agreement fully aware of the amount of waste they have to accept and the ramifications this may have on the life of their facilities and their permit status. Disposal facilities are also aware that they may receive limited amounts of waste or no waste at all from Luzerne County sources as explicitly stated in the agreement.

It is the intent of the county to enter all new waste transfer and waste disposal agreements with selected facilities no later than December 31, 2020 to coincide with the expiration of the current contract agreements. At that time, copies of the executed transfer and disposal contracts will be placed in Appendix H of this Plan Update.

The MSW and sewage sludge tonnage guaranteed from the respondent disposal facilities to the SOI is shown in Table 3-4. Based on the projected needs, the SOI respondents guaranteed tonnage is adequate to meet the MSW disposal needs of the County during the 10-year planning period. Chapter 6 contains a summary of the results of the SOI and the decisions made regarding selection of processing/ disposal sites.
### Table 3-4
Waste Disposal Capacity Assurance (In Tons)$^1$

<table>
<thead>
<tr>
<th>Facility</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
<th>2029</th>
<th>2030</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wayne Township (Clinton County) Landfill</td>
<td>32,760</td>
<td>32,760</td>
<td>32,760</td>
<td>32,760</td>
<td>32,760</td>
<td>32,760</td>
<td>32,760</td>
<td>32,760</td>
<td>32,760</td>
<td>32,760</td>
</tr>
<tr>
<td>Keystone Sanitary Landfill</td>
<td>132,000</td>
<td>132,000</td>
<td>132,000</td>
<td>132,000</td>
<td>132,000</td>
<td>132,000</td>
<td>132,000</td>
<td>132,000</td>
<td>132,000</td>
<td>132,000</td>
</tr>
<tr>
<td>Commonwealth Environmental Systems (CES) Landfill</td>
<td>130,000</td>
<td>130,000</td>
<td>130,000</td>
<td>130,000</td>
<td>130,000</td>
<td>130,000</td>
<td>130,000</td>
<td>130,000</td>
<td>130,000</td>
<td>130,000</td>
</tr>
<tr>
<td>Alliance Sanitary Landfill</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Grand Central Sanitary Landfill</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Pioneer Crossing Landfill</td>
<td>65,000</td>
<td>65,000</td>
<td>65,000</td>
<td>65,000</td>
<td>65,000</td>
<td>65,000</td>
<td>65,000</td>
<td>65,000</td>
<td>65,000</td>
<td>65,000</td>
</tr>
<tr>
<td>Total Disposal Capacity Assurance for MSW, C&amp;D, and Special Handling Waste</td>
<td>509,760</td>
<td>509,760</td>
<td>509,760</td>
<td>509,760</td>
<td>509,760</td>
<td>509,760</td>
<td>509,760</td>
<td>509,760</td>
<td>509,760</td>
<td>509,760</td>
</tr>
<tr>
<td>Total Disposal Capacity Assurance for Sewage Sludge Only</td>
<td>12,525</td>
<td>12,525</td>
<td>12,525</td>
<td>12,525</td>
<td>12,525</td>
<td>12,525</td>
<td>12,525</td>
<td>12,525</td>
<td>12,525</td>
<td>12,525</td>
</tr>
<tr>
<td>Projected Recyclables Diverted</td>
<td>141,055</td>
<td>141,138</td>
<td>141,222</td>
<td>141,306</td>
<td>141,389</td>
<td>141,388</td>
<td>141,387</td>
<td>141,386</td>
<td>141,385</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>Capacity Needs Met</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>

1 The facilities that committed to sewage sludge disposal capacity include; Clinton County Landfill, Keystone Sanitary Landfill, CES Landfill, Alliance Landfill, Grand Central Landfill and Pioneer Crossing Landfill.
CHAPTER 4 - DESCRIPTION OF RECYCLING PROGRAM

This chapter describes the recycling activities taking place in Luzerne County, the goals for recycling over the ten (10) year planning period and the impact of recycling on the amount of municipal waste requiring disposal/processing capacity.

4.1 The Materials Addressed by Act 101

Newsprint – Newsprint or newspaper is primarily generated in the residential sector. Post-consumer waste newspaper is called “old newspaper” or “ONP”. ONP can be recycled back into newsprint. It can also be made into cellulose insulation, animal bedding, mulch, low-grade copy and computer paper, and paperboard. Paperboard is a trade term that includes all cardboard types, such as corrugated cardboard and tablet backings, as well as the paper lining on gypsum wallboard. ONP can also be shredded and used as a bulking agent in composting wet organic wastes, such as sludge, manure, or food waste. The amount of newsprint generated has declined due to changes in the newspaper industry and increased online readership.

Corrugated Paper – Corrugated paper, sometimes referred to in the recycling industry as “old corrugated containers” or “OCC”, composed primarily of corrugated cardboard boxes, also comprises a significant portion of the municipal waste stream. The majority of it is generated in the commercial sector, although growth in on-line shopping has resulted in increased OCC from growing use of shipping boxes for home deliveries. Recovery of OCC is conducted by the commercial waste generators and private haulers, and is now collected in many residential curbside collection programs to reduce disposal costs and potentially earn modest sales revenue. Recovered OCC is mixed with virgin pulp to make new corrugated cardboard. It can also be used in the manufacture of other types of paperboard.

High Grade Office Paper – High grade paper includes computer print-out, office papers, and ledgers. Most of it is found in the commercial sector, particularly in office buildings, where it can comprise the majority of the office’s waste stream. Computer printout and white ledger can be made back into high grade paper. However, to make bright white paper requires that the recycled fiber be supplemented with a large percentage of virgin pulp. A common use is in the manufacture of tissue products such as paper towels and toilet paper. High grade paper is also used to make paperboard.

Mixed Paper – Mixed paper refers to a mixture of the above three types of waste paper plus other waste papers such as junk mail, phone books, magazines, cereal and pizza boxes. Roofing
material and boxboard manufacture are traditional uses of mixed paper, and for the production of low grade tissue and toweling products.

**Glass** – Although glass is found in a variety of forms and colors (e.g. clear, green and amber) in the municipal solid waste stream, container glass (i.e. bottles and jars) is the most commonly recyclable type of glass. The majority is generated in the residential sector. Waste container glass can be melted and mixed with virgin glass ingredients to make new container glass. In recent years, it has become more difficult to market recovered glass.

**Steel and Bimetal Cans** – There are two types of steel cans: tin-coated cans commonly known as “tin cans” and “bimetal” beverage cans. Bimetal cans have a coated steel body and aluminum ends. Bimetal beverage cans are easily mistaken for aluminum cans.

**Aluminum Cans** – Aluminum cans or used beverage cans (UBC) are among the most easily recoverable aluminum products. Aluminum cans are very readily reprocessed into new aluminum sheet. Other products containing aluminum, such as cookware, use a different type of aluminum and are not accepted at recycling centers since the different varieties are not readily substitutable. The cost savings from using scrap aluminum rather than virgin inputs has provided for a strong scrap aluminum market.

**Plastics** – Plastic is a generic term that defines a wide variety of materials that are made up of one or a combination of plastic resins. The two (2) most common, recyclable types of plastic are PET (Polyethylene terephthalate - #1) and HDPE (high density polyethylene - #2). PET (#1) is most commonly used to produce soft drink bottles. HDPE (#2) is most commonly used to produce milk and water containers, colored and opaque detergent bottles, and motor oil containers.

Plastic bags and plastic wraps make up the category “plastic film.” Plastic film is thin polyethylene plastic used for wraps, packaging, or commercial/retail use bags. It’s sometimes called stretch film. Plastic film may be labeled with a #2 HDPE or #4 LDPE marking. Plastic film includes everything from grocery and bread bags to shrink wrap and paper towel film, while items such as pre-washed salad mix bags and frozen food bags are often considered non-recyclable plastic film. Although plastic bag recycling is prevalent at many grocery store chains, plastic film is not always collected with the plastics bags.

**Yard and Leaf Waste** – Mandated municipalities are required to separate yard and leaf waste from other municipal waste. Also, since September 26, 1990, PADEP regulations do not allow any waste disposal facility to accept shipments comprised primarily of yard and leaf wastes unless a separate composting facility has been provided. Organic materials can be ground into mulch, or processed to create compost, and has been proven to be beneficial in many municipal, residential and agricultural applications, while removing a substantial quantity of waste stream material from landfill disposal.

**Other Recyclable Materials Not Specifically Addressed by Act 101** – Large appliances or “white goods” can be shredded and the steel separated for recycling. Some scrap dealers in the county accept white goods. In addition, many appliance stores will accept appliance trade-ins when selling a new appliance or pickup of an old appliance for a fee.
Provided markets can be found, various other types of materials in the municipal waste stream can be recycled. Tires, used motor oil, and automotive batteries are examples of recyclable items that pose disposal problems. Used tires can be retreaded, shredded and processed into crumb rubber for use in rubber products, or they can be used to produce a durable ingredient in the production of asphalt. Alternatively, tires can be shredded and burned as a source of fuel. Garages and local tire retailers in the county that sell tires offer to properly dispose of tires for a fee. Residents are responsible for transporting the tires to the facility.

Residents are encouraged to visit Luzerne County’s website for up-to-date information on county collection events: https://www.luzernecounty.org/324/Recycling-Department.

A program, founded in 2012, that encourages the recycling of textiles, as well as other accessories and household goods is the Give Back Box® program. Many retailers currently participate in this program, such as Amazon and Overstock, just to name a few. When residents receive packages from a participating retailer, they can pack their shipping box with donation items, such as clothing and household goods, print a free shipping label from the website listed below and send their donations to one of several participating charities. The charities stock their shelves with the donations and the revenues help fund its mission of helping people. The charities also recycle every box that arrives at their facilities. The Give Back Box program has created a new method of waste diversion for retailers by not only creating a secondary use for the shipping box and guaranteeing that it will be recycled, but also by helping clear out closets and recycle even more textiles and household goods. More information on this program can be found at the following location: www.givebackbox.com

Other programs have also been implemented by companies such as H&M and J.Crew, to recycle clothing, textiles and other products. Additionally, the Blue Jeans Go Green program collects denim across the country and upcycles it into Ultratouch Denim Insulation, providing a portion to communities in need each year. Since launching in 2006, Blue Jeans Go Green has diverted over 1,200 tons of denim from landfills, collected over 2.5 million pieces of clothing and produced over 4.8 million square feet of insulation.

**Household Hazardous Waste and E-waste**

The primary outlet for residential e-waste disposal are municipality sponsored collection events. For certain HHW, disposal is available through private entities within the County. Residents should contact their local municipality for more information.

**Household Hazardous Waste**

HHW is defined as automotive batteries, used motor oil, antifreeze, car care products, CFL bulbs and fluorescent tubes, latex paint, oil based paints, oil based paint cleaners, adhesives, gasoline, diesel, kerosene, pesticides, herbicides, insecticides, pool chemicals, drain cleaners, acids, mercury, etc. that are generated at the residential level.

Currently, there are no facilities in Luzerne County that accept all of these materials.
The metal in automotive batteries and the polypropylene plastic case are recyclable. Used motor oil can be refined to produce heating fuel, industrial lubricants and even new motor oil. Automotive batteries, oil filters, and automotive fluids, such as antifreeze, used oil, etc. may be taken at many of the local auto stores. Many of these same locations may accept automotive batteries at no cost to the resident or the resident can sell their automotive battery to a scrap yard. Per Section 1510 (c) of Act 101, a retailer that sells lead acid batteries is required to accept used lead acid batteries equal to the number of new lead acid batteries purchased so anyone that buys a new lead acid battery can recycle their old one in this way.

At the present time, CFL and fluorescent bulbs are accepted by some home improvement stores.

**E-Waste**

Electronic waste contains metals that, if not properly managed or contained, can become hazardous wastes. The “Covered Device Recycling Act” (House Bill 708), PA Act 108 of 2010, established a recycling program for certain covered devices; imposed duties on manufacturers and retailers of certain covered devices; provided for the powers and duties of PADEP including enforcement; established the Electronic Materials Recycling Account in the General Fund; and prescribed penalties for noncompliance. Information on the CDRA is presented in Appendix D.

### 4.2 Current In-County Recycling Efforts

There are 76 municipalities within Luzerne County. Of the 76 municipalities, 14 are required by Act 101 to collect at least three of the following materials: clear glass, colored glass, plastics, aluminum, steel and bi-metallic cans, high grade office paper, and newsprint. The remaining 62 municipalities in the County are not yet mandated to implement a recycling program: however, many have taken the initiative to do so, even without a mandate.

Current recycling activities within Luzerne County have a significant impact on the amount of solid waste being disposed of by the County. A total of approximately 138,000 tons of Luzerne County recyclable material was reportedly diverted from the waste stream and recycled in 2019.

This section provides an overview of the County’s current recycling efforts as they relate to the collection of curbside materials from residential and commercial establishments as well as from municipalities that have implemented drop-off programs for their residents.

#### 4.2.1 Residential Recycling

In Luzerne County, both curbside and drop-off recycling programs are handled by the municipality with various educational assistance and other guidance provided by the County. Per §272.411 of the PA Code, a municipality that has a population of more than 5,000 but less than 10,000 persons and which has a population density of more than 300 per square mile, must establish and implement a source separation and collection program for recyclable materials. Municipalities which fall within these specific demographic criteria are referred to as “mandated municipalities”. The 2010 U. S. Census figures indicate that there are fourteen (14) municipalities within the County with greater than 10,000 people or with greater than 5,000 people and with a population density greater than 300, thus mandated to implement recycling programs. Another 39 municipalities, while not technically mandated, still have a curbside recycling program in place. Eight (8) municipalities may trigger the population thresholds requiring them to implement a recycling program during this planning horizon. These municipalities include Duryea...
Borough, Edwardsville Borough, Fairview Township, Jackson Township, Larksville Borough, Jenkins Township, West Hazleton Borough, and West Pittston Borough.

In 1993, the Luzerne County Solid Waste Management Department (LCSWMD) developed both a residential recycling guide and a commercial/institutional sector recycling guide. According to the residential recycling guide, coupled with an update provided by the Department of Solid Waste and the 2019 Re-TRAC report, 54 municipalities within the County have some sort of recycling program in place.

Table 4-3, located at the end of this chapter, lists the municipalities in Luzerne County, the type of residential recycling program used in each municipality in 2019, and the materials collected by the program. The future recycling program will continue to use the existing municipal recycling programs and encourage the use of local businesses for the management of hard-to-recycle materials.

4.2.2 Commercial Recycling Programs
Commercial, municipal and institutional establishments within a mandated municipality are required to recycle aluminum, high-grade office paper and corrugated paper in addition to other materials chosen by the municipality. Businesses which wish to start up a recycling program can contact the County Recycling Coordinator, or their local municipality for assistance.

In 2019, according to Re-TRAC, commercial businesses within Luzerne County recycled approximately 37,000 tons. As shown in Table 3-3, the County’s recycling rate was 35% in 2019. The recycling rate is calculated by dividing the recyclables tonnage total for both the residential and commercial sector (as reported to Luzerne County) by the total tons of MSW, C&D and recyclables disposed for a given year (from PADEP Waste Destination Reports and recyclables tonnage reports submitted to the County).

4.2.3 Historical County Recycling Tonnage Totals (2015 – 2019)
Figure 4-1 below shows a graph of recycling activities (total tons recycled) between 2015 and 2019 in the County from both the residential and commercial curbside and drop-off programs. As noted, the amount of material has decreased throughout the last five (5) years.

![Figure 4-1](image_url)
Per Capita Recyclables Diversion Rate

As presented in Table 3-3, the recycling rate for Luzerne County in 2019 was 35%. The average recycling rate over the past five years was 40%. The amount of material recycled or otherwise diverted from disposal in Luzerne County peaked in 2014 at over 190,000 tons, but slowly decreased annually through 2017, before increasing slightly in 2018. The majority of recyclables collection and processing in Luzerne County is managed by the private sector, thus requiring municipalities and/or the County to obtain the recycling tonnages from private industry for accurate reporting.

Based on the estimated population density in 2019 for the County, the per capita diversion rate for recyclables and organics, reported to Luzerne County, is approximately \(0.44\) tons per capita per year. The national average per capita recyclables diversion rate is 0.29 tons per capita per year (1.6 pounds per capita per day). Based on the data over the past several years, Luzerne County residents are recycling more than the national average annually.

The recycling projections calculated in Table 3-3 were computed based on the per capita recyclables/organics diversion rate of 0.44 tons per capita per year and the estimated population density for that given year.

4.2.4 Current County Recycling Program

In 2019, the residential curbside program (recyclables and organics) reported diverting 43,560 tons of material, while the residential drop-off programs (recyclables and organics) diverted approximately 4,389 tons of material from the landfills.

The LCSWMD and the County Recycling Coordinator are striving to enhance the recycling programs in Luzerne County to address in- and out-of-County residents' needs. The LCSWMD, in coordination with the Luzerne County SWAC members, have compiled a list of initiatives, goals and programs that may be developed in order to try to enhance and sustain the recycling programs. These programs, efforts and goals are included in Chapter 5.

In summary, recycling programs and practices in Luzerne County are overall successful, which is reflected in the amount of residents with convenient access to recycling collection and the recycling rate of the County. However, SWAC members have expressed a need for more recycling of hard-to-recycle items such as HHW material and e-waste.

Table 4-3 lists the recyclable materials that are accepted in each municipality either through their curbside and/or drop-off program.

4.2.5 Other County Recycling Programs

In addition to the municipal curbside and drop-off collection programs for recyclables and organic waste, the county oversees or promotes a telephone book and magazine recycling program, a municipal electronics (e-waste) recycling program, and a tire collection program. The County recycling education program assists municipalities by providing funding to support their education programs, helping them recycle more and improve the overall quality of the material collected.

Luzerne County also provides residents with a recycling guide that provides the names of corporations and local businesses that will accept hard to recycle items, such as used oil or antifreeze, for either recycling or proper disposal. The list of participating businesses may be found in the County’s Residential Recycling Guide located on the County’s website:
Recyclables Processing Facilities
There are currently two (2) MRFs located in Luzerne County, according to PADEP’s website and LCSWMD information. They are listed in Table 4-1 below.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Open to the General Public</th>
<th>What Forms of Materials are Accepted</th>
<th>Materials Accepted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Recovery</td>
<td>Yes</td>
<td>Single stream, commingled and source separated</td>
<td>Aluminum and tin cans, cardboard, magazines, newspaper and office paper, 3 colors of glass, plastics #1 and #2</td>
</tr>
<tr>
<td>495 Stanton Street Wilkes-Barre, PA 18702</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Northeast Cartage and Recycling Solutions</td>
<td>No</td>
<td>Single stream and dual stream</td>
<td>Aluminum and steel cans, fiber (aseptic/gable top cartons, cardboard, magazines, milk cartons, newspaper, office paper, paperboard, phone books), glass (clear, amber and green), plastics (PET, HDPE, PVC, LDPE, PP, PS)</td>
</tr>
<tr>
<td>50 Breaker Road Hanover Township, PA 18704</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Source: Luzerne County 2019 and PADEP

Organics Management Facilities in Luzerne County
There are currently six (6) public and private yard waste composting and recycling facilities located in Luzerne County. Table 4-2 lists these facilities and their location.

<table>
<thead>
<tr>
<th>Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greater Pittston Regional Compost Facility</td>
</tr>
<tr>
<td>67 Garden Road</td>
</tr>
<tr>
<td>Kingston Borough</td>
</tr>
<tr>
<td>455 Church Street</td>
</tr>
<tr>
<td>Dallas Area Municipal Authority</td>
</tr>
<tr>
<td>3337 State Route 118</td>
</tr>
<tr>
<td>Earth Conservancy</td>
</tr>
<tr>
<td>461 West Kirmar Parkway (State Road 3004)</td>
</tr>
<tr>
<td>West Wyoming Borough</td>
</tr>
<tr>
<td>926 Shoemaker Avenue</td>
</tr>
<tr>
<td>Wright Township</td>
</tr>
</tbody>
</table>

Source: Luzerne County 2019

Additionally, a resource for both the LCSWMD and municipalities may be surrounding County Recycling Coordinators and PADEP Regional Planning Coordinators. Up to date contact information is maintained on PADEP’s website at the following location:
4.3 Environmental Benefits of Recycling

The benefits of recycling stem from four (4) sources: the value of the recyclable material in its reuse; the reduction in the waste requiring collection, transportation, processing, and disposal; the reduction in raw materials required to manufacture new products; and the energy saved in processing the raw materials to the point of manufacturing use. The reuse value of the material is reflected in its market price, although, the average recyclables net market value (after transportation and processing) is often close to zero; the chief financial benefit of recycling for consumers is usually the avoided cost of disposal.

B&L performed an EPA WARM model computer evaluation, which estimates the impacts and benefits of recycling activities on our environment based on Luzerne County’s 2019 Recycling Report Summary. The WARM model calculates various savings based on the tonnages of materials recycled. Appendix C contains the result tables of the EPA WARM model evaluation.

The County’s 2019 total recycling efforts provided environmental benefits that were the equivalent of the following estimated resource consumption savings and pollution reductions:

- A net reduction in GHG emissions by 166,799 MTCO₂E or 45,490 MTCE;
- A reduction in the net energy consumption by 937,167 million BTUs;
- Conserving 161,303 barrels of oil;
- Conserving 7,543,321 gallons of gasoline;
- Reducing the annual emissions from 35,116 average passenger cars on the road (based on the equivalent amount of energy and fuel used by a passenger car each year and the average GHG emissions released by a passenger car per year);

4.4 Recycling Education Programs and Services

The LCSWMD created a residential recycling guide in a continuing effort to promote recycling within the residential sector. The guide was intended to aid County residents as to where and how certain materials can be recycled. Funding for the publication was provided by the Pennsylvania Department of Environmental Protection and other County partners (public/private partnerships). The residential guide provides a listing of recycling guidelines, a listing of various materials and where they can be recycled, a table detailing which materials can be recycled curbside by the individual participating municipalities, and a list of recycling companies and haulers. A copy of the residential recycling guide can be found in Appendix C.

In addition to the residential recycling guide, the LCSWMD developed a similar industrial recycling guide to promote recycling efforts from the commercial and industrial sectors. The guide is divided into two sections. The first section provides an alphabetical listing of materials that can be recycled. The second section provides an alphabetical listing of recyclers included in the guide. A copy of the industrial recycling guide is located in Appendix C.

In addition to the residential and commercial recycling guides, the following services are provided by the Solid Waste Management Department:

- Coordinating municipal e-waste program and paper shredding events
Municipal Waste Management Plan

Description of Recycling Program

- Coordinating and overseeing tire recycling collection events
- 902 and 904 Grant Application Assistance
- Assistance for Enhancing or Starting Recycling Programs
- Evaluating Waste Collection Programs
- Recycling Marketing Assistance
- Assistance with Recycling Education Programs
- Conducting Industry Recycling Reviews
- Assisting with the Recycling Annual Report
- Conducting Annual Visits to Municipalities for education and to assist in program improvements

4.5 Measures for Continuing to Exceed the 35 Percent Recycling Goal

Upon reaching the 25% recycling goal specified in Act 101 in 1997, the Governor’s Office established a new goal of 35% recycling to be achieved by 2003. As indicated in Table 3-3, the recycling rate in Luzerne County has averaged over 35% in the last five (5) years. As such, Luzerne County has reached the state goal of 35%.

A trend in packaging has occurred away from heavier glass and metal containers to lighter, thinner-walled plastics and aluminum. This is a positive trend in source (tonnage) reduction, but also results in a lighter tonnage (and therefore, lower weight-based “percent recycled” tonnage) being recycled. Thus, the actual “percent recycled” rate (i.e. 35%) is becoming of less importance than just taking steps to optimize recycling, where practical. Even maintaining a 35% recycling rate over time may require increased recycling of lighter materials.

In an effort to maintain recycling, Luzerne County may want to focus on strategies designed to expand or supplement existing recycling programs and to improve current data collection efforts. Luzerne County shall support and promote recycling programs such as the municipal e-waste and tire collection programs, whenever feasible. Furthermore, Luzerne County will continue to provide advice to municipalities developing or expanding programs such as the establishment of yard waste collection (woody materials), food waste collection, or establishing a recyclables drop-off facility.

Luzerne County has a significant number of universities and colleges, all of which have a constant attendance of in and out of County residents. Over the 10-year planning period, it is recommended to outreach to these entities to develop recycling programs/tonnage reporting that can easily be recreated year after year. Establishing successful source reduction and recycling programs at the universities and colleges will aid in increasing the recycling rate of the County. Additionally, assuring proper reporting of this material to the County is an important part of the program’s success.

The unfortunate perception in the past has been that recycling is “free”. The reality is that recycling costs money. In a curbside system, it costs money to obtain the containers used to collect recyclables curbside, it costs money to collect and transport those recyclables to a transfer station or MRF, and it costs money to process this material at these facilities. It also costs money to dispose of the contamination that must be removed from the recycling stream (often more prevalent in single stream systems). At the end of the process, there is money to be made through the sale of the recyclables, but the recycling market is highly fluctuating and the value of the material is ever changing. This same model holds true for drop-off recycling. Additionally, recycling requires employees and space to process and sort this material. These factors often deter Counties from collecting and processing their own recyclables. Luzerne County largely relies on the private sector to collect and process recyclables from the County residents and businesses,
due to economic and logistic factors. As noted in Chapter 5, it is recommended that future recycling programs be offered at an appropriate rate to cover the costs associated with the service.

There are currently no regulations in place that require waste disposal facilities or haulers to provide a certain level of recycling to in- and out-of-county residents, other than the requirement that the facility must contain a drop-off which collects at least three (3) Act 101 materials. Any regulations regarding recycling service at a County or municipal level typically come from Ordinances or Contracts developed by the entity.

Luzerne County will continue to support and educate municipalities to further develop cost-effective programs, as well as, work with the commercial establishments and the solid waste industry to increase the residential and commercial diversion rate throughout the counties in an effort to continue to meet and exceed the Pennsylvania recycling goal of 35%.
## Table 4-3
### Municipal Recycling Programs (as of 2019)

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<th>2019 POPULATION</th>
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<th>PROGRAM*</th>
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*CS – curbside, DO- drop-off
| MUNICIPALITY          | 2019 POPULATION | MANDATED | PROGRAM* | CARDBOARD | OFFICE PAPER | MIXED PAPER | BROWN GLASS | CLEAR GLASS | GREEN GLASS | ALUM. CANS | METAL CANS | NEWSPAPER | PLASTICS #1 & #2 | PLASTICS #1-#7 | YARD WASTE | GRASS |
|-----------------------|-----------------|----------|----------|-----------|-------------|-------------|-------------|-------------|-------------|------------|-------------|------------|-------------|------------------|----------------|-------------|-------|
| Dallas Township       | 9,269           | Yes      | CS       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Dennison Township    | 1,118           | No       | DO       | X         |             |             |             |             |             |             |             | X          | X          | X           | X                | X              | X           | X     |
| Dorrance Township    | 2,235           | No       | DO       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Dupont Borough       | 2,683           | No       | CS       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Duryea Borough       | 4,852           | No       | CS       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Edwardsville Borough | 4,723           | No       | CS       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Exeter Borough       | 5,541           | Yes      | CS       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Exeter Township      | 2,349           | No       | CS       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Fairmount Township   | 2,359           | No       | DO       | X         |             |             |             |             |             |             |             |             |             | X           | X                | X              | X           | X     |
| Fairview Township    | 4,516           | No       | CS       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Forty Fort Borough   | 4,041           | No       | CS       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Foster Township      | 3,467           | No       | CS       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Franklin Township    | 1,760           | No       | CS       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Freeland Borough     | 3,424           | No       | DO       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Hanover Township     | 10,824          | Yes      | CS       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Harveys Lake Borough | 2,774           | No       | CS       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Hazle Township       | 9,556           | No       | CS       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Hazleton City        | 24,794          | Yes      | CS       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
| Hollenback Township  | 1,193           | No       | DO       | X         |             |             |             |             |             |             |             |             |             | X           | X                | X              | X           | X     |
| Hunlock Township     | 2,402           | No       | CS       | X         | X           | X           | X           | X           | X           | X          | X           | X          | X           | X                | X              | X           | X     |
### Table 4-3
Municipal Recycling Programs (as of 2019) – Continued

| MUNICIPALITY             | 2019 POPULATION | MANDATED | PROGRAM* | CARDBOARD | OFFICE PAPER | MIXED PAPER | BROWN GLASS | CLEAR GLASS | GREEN GLASS | ALUM. CANS | METAL CANS | NEWSPAPER | PLASTICS #1 & #2 | PLASTICS #1-#7 | YARD WASTE | GRASS |
|--------------------------|----------------|----------|----------|-----------|--------------|-------------|-------------|-------------|-------------|------------|-------------|------------|-------------|----------------|----------------|-------------|-------|
| Huntington Township      | 2,216          | No       | DO       | X         | X            | X           | X           | X           | X           | X          | X           | X          | X           |                | X             |            |       |
| Jackson Township         | 4,639          | No       | DO       | X         | X            | X           | X           | X           | X           | X          | X           | X          | X           |                | X             | X           |       |
| Jeddo Borough            | 92             | No       | DO       | X         | X            | X           | X           | X           | X           | X          | X           | X          | X           |                | X             | X           |       |
| Jenkins Township         | 4,542          | No       | CS       | X         | X            | X           | X           | X           | X           | X          | X           | X          | X           |                | X             | X           |       |
| Kingston Borough         | 12,812         | Yes      | CS       | X         | X            | X           | X           | X           | X           | X          | X           | X          | X           |                | X             | X           |       |
| Kingston Township        | 6,898          | Yes      | CS       | X         | X            | X           | X           | X           | X           | X          | X           | X          | X           |                | X             | X           |       |
| Laflin Borough           | 1,438          | No       | DO       | X         | X            | X           | X           | X           | X           | X          | X           | X          | X           |                | X             | X           |       |
| Lake Township            | 2,027          | No       | DO       | X         | X            | X           | X           | X           | X           | X          | X           | X          | X           |                | X             | X           |       |
| Larksville Borough       | 4,385          | No       | CS       | X         | X            | X           | X           | X           | X           | X          | X           | X          | X           |                | X             | X           |       |
| Laurel Run Borough       | 509            | No       | DO       | X         | X            | X           | X           | X           | X           | X          | X           | X          | X           |                | X             | X           |       |
| Lehman Township          | 3,501          | No       | DO       | X         | X            | X           | X           | X           | X           | X          | X           | X          | X           |                | X             | X           |       |
| Luzerne Borough          | 2,812          | No       | CS       | X         | X            | X           | X           | X           | X           | X          | X           | X          | X           |                | X             | X           |       |
| Nescopeck Borough        | 1,544          | No       | CS       | X         | X            | X           | X           | X           | X           | X          | X           | X          | X           |                | X             | X           |       |
| Nescopeck Township       | 1,151          | No       |          |            |              |              |              |              |              |            |              |            |              |                |                |              |       |
| New Columbus Borough     | 227            | No       |          |            |              |              |              |              |              |            |              |            |              |                |                |              |       |
| Newport Township         | 5,343          | Yes      | CS       | X         | X            | X           | X           | X           | X           | X          | X           | X          | X           |                | X             | X           |       |
### Table 4-3
Municipal Recycling Programs (as of 2019) – Continued

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### Table 4-3
Municipal Recycling Programs (as of 2019) – Continued

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*Source: 2010 US Census; American FactFinder and Luzerne County Recycling Guide 2019*
CHAPTER 5 – SELECTION AND JUSTIFICATION

The purpose of this chapter is to describe the process used to select and recommend components to the overall waste management system for Luzerne County, and to provide justification for the selections and recommendations. Per PADEP regulations, the County must ensure that the recommended system(s) provides the required capacity needed to properly process/dispose of all municipal waste generated within its boundaries over the next ten (10) years. This chapter examines available and realistic processing and disposal alternatives for municipal waste; determines the compatibility of these alternatives with the existing waste and recycling systems in the county; and makes recommendations for future adjustments to those systems.

5.1 Overview of Current Municipal Waste Management System

Processing and disposal of MSW is handled by private waste haulers for the vast majority of municipalities in Luzerne County. The private sector handles the consolidation and shipping of mixed recyclables, collected curbside at privately operated transfer stations, as well as managing the processing and marketing of recyclables handled through their facilities. Processing and recycling/disposal of C&D waste is generally handled by the private sector. Biosolids (sewage sludge) and septage are mainly managed by a combination of wastewater treatment plants and private landfills, and regulated medical waste is managed privately through contracted collection and ultimate disposal at privately operated facilities.

Forty-one (41) municipalities in Luzerne County currently have access to curbside collection of recyclables.

There are fifteen (15) municipal and four (4) privately owned yard waste composting facilities in Luzerne County.

5.2 Waste and Recyclables Management – Alternatives

The following section briefly highlights waste collection, transfer, processing and disposal system alternatives that currently are or can be made available to Luzerne County. This section focuses on alternatives that have specific compatibility or that show particular promise within Luzerne County’s waste management system that was described earlier in this chapter. Waste management alternatives that were not considered technically or financially feasible in Luzerne County have not been included.

5.2.1 Waste and Recyclables Collection

5.2.1.1 MSW Collection

There are four (4) basic methods for the collection of MSW (residential/commercial/institutional refuse) that are practical in this region.

Municipal Collection - Municipalities can provide refuse collection services to their residents using municipal employees and equipment.
**Contracted Collection** - Municipalities can contract via a public bidding procedure with a private waste hauler to provide refuse collection services to their residents (and typically institutions and small businesses as well.) This results in one waste hauler collecting from all residents along a collection route.

**Subscription Collection** - Individual households and businesses can each contract directly with a private waste hauler for refuse collection services, with limited or no municipal involvement. This often results in multiple waste vehicles from different waste collection companies collecting on the same route.

**Self-Haul** - Residents and businesses can self-haul wastes to a transfer station or disposal site.

Due to the capital costs associated with municipal collection, it is not recommended that a municipality changes from subscription or contracted collection to municipal collection, unless a municipality has the capabilities in place, i.e. staff and vehicles. Those municipalities that currently offer municipal collection may continue to offer this service to their residents, though a financial evaluation of the program is recommended annually to ensure the cost to residents covers the disposal, processing, operation and maintenance costs associated with this type of system.

Self-haul may be utilized by residents throughout the county, regardless of the current collection system in the municipality. Often times residents utilize self-haul when disposing of larger bulk items, such as furniture and appliances, or when performing large home clean-up projects.

### 5.2.1.2 Recyclables

The collection methods for recycled materials are similar to the collection methods for residential waste. Recycled materials can be collected curbside through municipal collection, contracted collection, subscription collection, or by self-haul to central locations through drop-off/transfer collection. The basic details of these collection methods are described above.

Regarding curbside collection of recyclable materials, three methods can be used: source-separated, dual-stream, and single-stream.
Source-separated recycling requires the resident to separate multiple streams of recycling at the curb, i.e. there may be a separate container for plastics, glass, paper and metal. This method makes processing much simpler and inexpensive, and tends to result in a cleaner recyclable material collected (which improves market value). Often this type of program has lower participation and material recovery and higher collection costs.

Dual-stream recycling, also known as commingled recycling, is similar to source-separated recycling, with the recyclables commonly separated into two categories: bottles/ cans and paper fiber. Dual-stream recycling typically has the same benefits as source-separated recycling, but the collection method is slightly different. For example, cans, glass and plastics may go in one container while paper fiber (cardboard, newspaper, etc.) go in another. This method of recycling often has lower processing costs and less contamination, but also may have lower participation and material recovery.

Single-stream recycling collects all of the recyclable materials in a single container at the curb. Some of the benefits of single-stream collection are ease of separating in the home, higher residential participation rates, higher quantities recycled, increased collection efficiency and the ease in which a municipality can incorporate small businesses and multi-family units into the program. Some of the disadvantages of single-stream recycling include lower recyclable material quality and market revenues, higher capital processing costs, decreased quality control at the curb, increased product contamination, and the potential to have to dispose of more material due to the contamination factor. Both dual-stream and single-stream collections require access to materials processing facilities in the region that can receive and further process the collected recyclables.

There are many factors to consider when selecting a recycling program, such as what types and size of containers to give residents, what materials to collect, what type of truck will best suit the collection program, what types of recyclables processing infrastructure is available in the area, how the recycling program will be funded (i.e. include in a subscription cost, pay through local taxes, fund through a pay-as-you-throw program, etc.) These considerations may be dependent on the type of waste collection program used.

5.2.1.3 Hauler Licensing or Oversight

In June 2002, Pennsylvania approved amendments to the existing solid waste management statutes (adopted as PA Act 90) that, among other provisions, established a statewide waste transportation safety program, including a licensing program for all waste haulers doing business in Pennsylvania. Any waste hauler with a GVW (gross vehicle weight) of over 17,000 pounds and trailers with a registered gross vehicle weight greater than 10,000 pounds that transports municipal or residual waste to a waste processing or disposal facility in Pennsylvania must have a valid Waste Transporter Authorization issued by PADEP. This program is administered by the State and prohibits counties or municipalities from implementing any new municipal waste or residual waste transportation authorizations or licensing programs. (Note – since the Act 90 program relates to licensing of larger waste vehicles, it leaves open the possibility of establishing a separate local licensing program for waste vehicles with less than a 17,000 pound GVW). Based on this legislation, all larger haulers doing business within Luzerne County need to meet the requirements of the State program. Hauler data collected from the State program is available on PADEP’s website at:

https://www.dep.pa.gov/BUSINESS/LAND/WASTE/SOLIDWASTE/MUNICIPAL-RESIDUAL-WASTE--TRANSPORTATION/Pages/default.aspx
It is up to individual counties to monitor waste hauling and disposal activities. The law prohibits processing and disposal facilities from accepting waste from regulated waste transportation vehicles that do not have a valid authorization.

Some counties in the Commonwealth continue to register (as opposed to licensing) haulers, usually with a minimal (or no) fee, to help ensure that basic information on the haulers, the municipalities served and the materials collected, is reported to the county or municipality regularly. Luzerne County does not currently have a hauler registration. Individual municipalities interested in establishing a hauler registration and/or licensing program for smaller haulers may contact the State for recommendations for the program.

5.2.2 Waste Transportation and Disposal

5.2.2.1 Transportation of MSW to Disposal Sites
Under Act 101, it is the responsibility of each municipality to provide for the proper collection and transportation of municipal waste generated from within their municipal borders to disposal facilities. A “disposal” facility in this context can be a regional transfer station, a landfill, a waste-to-energy facility, or another type of permitted processing, drop-off or disposal facility. All municipal solid waste generated within Luzerne County must be transported to a duly permitted processing/ disposal facility, with larger haulers duly licensed by the State as required by Act 90.

5.2.2.2 Transportation of Recyclables to Collection/ Processing Site
As with MSW, recyclables can be transported in three (3) ways to a collection/processing facility or intermediate market: directly by residents and businesses, by waste haulers, or by municipalities. A “collection/processing” facility in this context includes a drop-off site, a transfer station, a materials recovery facility (MRF), or other suitable facility. Ultimately, the goal is for all segregated recyclables to be shipped to markets for reuse, or reused locally (such as inert materials for use as pipe bedding or aggregate).

Drop-off recycling sites can supplement curbside collection, and in areas where no curbside collection exists, provide the only opportunity for recycling. Drop-off recycling sites can enable a municipality to expand their current recycling program by enabling them to accept a broader range of materials from their residents than a hauler may collect. Typically, rural municipalities are not mandated to recycle under Act 101, and thus haulers may not offer curbside recyclables collection. Drop-off locations can provide residents the opportunity to recycle when their hauler does not offer it.

Segregated recyclable materials, such as those collected at the municipally operated drop-off locations throughout Luzerne County, can be hauled directly to intermediate brokers or processors/markets. Quantity, cleanliness and purity of the material, lack of contamination, and length of contract and contract terms are often factors that affect the prices paid (or owed) for recyclable materials delivery.

5.2.2.3 Alternative Disposal Technologies
There are several alternative waste disposal technologies, in addition to landfills. Some of these technologies include:
- Anaerobic Digestion
Gasification
Composting

Anaerobic Digestion
Anaerobic digestion is a process by which microorganisms break down biodegradable material in the absence of oxygen. Anaerobic digestion is often used to treat biodegradable waste and sewage sludge. The photo to the left illustrates anaerobic lagoons and generators at the Cal Poly Dairy in the United States. Anaerobic digestion produces a biogas, consisting of methane, carbon dioxide and trace amounts of other gases. This biogas can be utilized as a renewable energy source. With new technological approaches that have lowered the capital costs of this type of system, anaerobic digestion has gained increased interest in the past few years.

If the County were interested in exploring anaerobic digestion, the feedstock available must be evaluated in order to determine if the project is financially viable. Almost any organic material can be processed with anaerobic digestion, but if biogas production is the intent, the level of putrescibility is important to the success of the system. Feedstocks can include biodegradable waste materials, such as waste paper, grass clippings, leftover food, sewage and animal waste. Woody wastes are the exception, because they are largely unaffected by digestion. At this time, the County does not foresee exploring a County owned and operated anaerobic digester, but this may be a technology to continue to evaluate over the ten (10) year planning period, in conjunction with wastewater treatment plants and/or farms in the area.

Gasification
Gasification is a process that converts organic or fossil fuel based carbonaceous materials into carbon monoxide, hydrogen, and carbon dioxide. This is achieved by reacting the material at high temperatures, without combustion, with a controlled amount of oxygen and/or steam. The resulting gas mixture is called syngas and can be used as a fuel source. Feedstocks for this process include wood pellets and chips, waste wood, plastics and aluminum, municipal solid waste, refuse-derived fuel, agricultural and industrial wastes, sewage sludge, switch grass, discarded seed corn, corn stover and other crop residues.
One of the biggest challenges of gasification is achieving a positive gross electric efficiency. A large amount of power consumption is needed in the waste preprocessing, the consumption of large amounts of pure oxygen and gas cleaning. Additionally, this system requires servicing frequently to clean the reactors. This down time affects the financial gains of the system. In the US, in 2011, a plasma system delivered by PyroGenesis Canada Inc. was tested to gasify municipal solid waste, hazardous waste, and biomedical waste at the Hurlburt Field Florida Special Operations Command Air Force Base. The plant, which cost $7.4 million to construct, was closed and sold at a government liquidation auction in May 2013. The opening bid was $25, the winning bid was sealed. At this time the County does not intend to pursue a gasification system at the County level to manage MSW, due to the infancy of the technology when used for this material on a large scale. If this technology were to evolve over the ten (10) year planning period, it may be considered on a smaller scale in partnership with local farmers, wastewater treatment plants and commercial businesses.

**Composting**

Composting is an aerobic method of decomposing organic solid waste, such as leaves, grass, and food scraps into a fertilizer material. Composting requires carbon, nitrogen, oxygen and water. The feedstock for composting is most often placed in piles, also called windrows. These windrows are then turned, either mechanically or by hand depending on the size, which provides a sufficient supply of oxygen and moisture. As the windrows are turned, the feedstock breaks down into the compost or fertilizer material.

Composting has been around since the early Roman Empire and is a successful process. Composting at a municipal or county level can be highly beneficial to communities with large population densities because often large population densities equals smaller footprints for residential homes, reducing or limiting a resident’s ability to do backyard composting. One of the most important things to consider when evaluating a municipal or county operated compost facility is location. There are offset requirements in the Commonwealth that will restrict the location of a compost facility and there may be similar restrictions at a municipal level as well. Additionally, compost facilities require space to process the incoming feedstock and properly turn the windrows. The world’s largest municipal co-composter for MSW is the Edmonton Composting Facility in Edmonton, Alberta, Canada, which turns 220,000 tons of MSW and 22,500 dry tons of sewage sludge per year into 80,000 tons of compost. The facility is 416,500 square feet. The compost operations are conducted inside a stainless steel building.

Once a composting facility is established, collection of the material may also be evaluated. Communities with access to a compost facility will often provide residents with optional curbside collection of leaves, grass and yard debris (with size restrictions). Residents are often encouraged to drop this material off at the compost facility as well, especially when bringing larger material.
Although curbside collection of yard and leaf waste has been largely successful across the Commonwealth, curbside collection of food waste is relatively new. A study conducted by BioCycle in 2017 found 148 curbside collection programs and 67 drop-off programs for residential food waste collection across the country. States like California, Washington, Minnesota, Illinois and Vermont had the most communities with access to residential curbside food waste collection. When the same data was evaluated for number of households with access to curbside collection, states such as New York, Texas and Colorado joined the list. This study also considered communities with access to drop-off food waste collection programs. The states with the most food waste drop-off programs include Massachusetts, Minnesota, Maine, Connecticut, and Colorado. The states with the largest number of households with access to drop-off programs includes New York, Minnesota, Colorado, North Carolina and Massachusetts.

Most of the curbside food waste collection programs are administered by the Counties, rather than individual communities. Curbside programs are classified as either standard, opt-in, or mandatory. Standard means that organics collection is offered curbside alongside trash and recycling, with no extra steps needed for residents to participate. Opt-in programs require residents to sign up to receive food waste collection service. Mandatory programs require all residents to participate. Programs are also characterized by their scale of service, pilot, partial, full-scale single family dwelling, or full-scale all. Pilot programs often serve a small community or portion of a community to test the collection program prior to implementation on a larger scale. Partial programs are utilized prior to full roll-out. Full-scale single family and full-scale all are fully established programs. The difference is in the types of households serviced. Full-scale single family only serves single family dwellings, whereas full-scale all services every single household, including multifamily dwellings.

The materials most often collected in a curbside program include: fruit and vegetable scraps, meat, fish, and dairy. Most programs also accept paper bags and uncoated food-soiled paper. There are few programs currently accepting compostable plastic products.

A growing phenomenon is food waste drop-off locations. The programs surveyed as part of this study all noted that these locations started within the past three (3) years (2015 – 2017). The types of drop-off locations varied from 24/7 access to weekly availability in conjunction with farmers markets. Some are located at transfer stations or recycling centers, where residents can bring their food scraps along with their household recyclables. Like the curbside programs, the majority of the drop-off programs accept fruit and vegetable scraps, meat, fish, and dairy. Additionally, the majority of
drop-off programs accept uncoated food-soiled paper, paper bags, and compostable plastic bags. The majority of drop-off programs do not accept yard trimmings.

Composting programs have been widely successful for both yard and leaf waste as well as food waste. There are a number of composting operations already active in Luzerne County. An option for these existing programs is to consider a food waste drop-off component over the ten (10) year planning period.

5.3 Waste and Recycling System Recommendations
The overarching goal of the 2021 Luzerne County Municipal Solid Waste Plan Update is to offer an integrated program of waste management and recycling programs to the residents and businesses of Luzerne County that:

- Is efficient
- Is affordable
- Protects the environment
- Maximizes the availability of practical recycling and waste reduction opportunities, and
- Is sustainable in the long term.

The following measures are components of this recommended integrated waste and recyclables management program for Luzerne County.

5.3.1 Waste and Recyclables Collection Recommendations

5.3.1.1 Recommendation C1 Contracted Waste/Recycling Collection – The availability of cost-effective waste and recyclables collection services is recommended. Municipal bid collection services have been shown in Luzerne County and other areas of Pennsylvania to be cost-effective and to provide an opportunity to include recycling, bulky waste pickup, and other services to be bundled with waste collection services in the bid package. Bidding often results in competitive pricing. While this is currently a local municipal decision, this Plan Update recommends that municipalities consider bidding for contract services as a means to expand services, provide services to all residents, and ensure competition for cost-effective services. It is recommended that municipalities with contracted collection and those interested in contracted collection include in their request for bids, options that require haulers to provide pricing for services such as curbside recyclables collection, curbside HHW collection, curbside e-waste collection, pay-as-you-throw options, etc. It is also recommended as part of this Plan Update that all contracts for waste and/or recycling include a mandatory requirement for haulers to provide education to residents, quarterly, through flyers, electronic mail and website content, that describe recycling opportunities, materials accepted, waste minimization techniques, grasscycling, backyard composting, etc. This material shall be required to be approved by Luzerne County Solid Waste Management Department prior to distribution. A template bid document for municipal bidding of services is provided in Appendix E.

5.3.1.2 Recommendation C2 Standardization of Recyclable Materials – It is a recommendation of this Plan Update that Luzerne County support the standardization of recyclable materials collected within the county. It is recommended that the County foster discussion between municipalities and local waste haulers and material recovery facilities (MRFs) to collect the same recyclables materials curbside across the county, as well as standardize the materials accepted at drop-off facilities. Once the standard list of materials is established, it is recommended that this list be distributed to all
municipalities and required to be utilized when developing a contract for recyclables collection. This recommendation will allow Luzerne County to develop educational material that may be used in all municipalities, therefore saving time and money. It will also aid in educating residents on the materials that can be recycled based on current market conditions and over time result in a cleaner recyclables stream.

5.3.2 Waste and Recyclables Transportation

5.3.2.1 Recommendation T1 Transfer of Waste – The Plan Update supports the continued reliance largely on the private sector for waste hauling services, including the option of waste transfer to take the county’s municipal waste to out-of-county disposal sites. The Plan Update recommends the County enter contracts with private transfer stations that responded to the SOI to provide waste transfer services and recordkeeping in accordance with the Plan Update.

5.3.2.2 Recommendation T2 Transfer of Recyclables – The private sector largely provides recyclables transfer services for materials that it either collects or that are dropped off to its system. Some municipalities also collect recyclables through drop-offs. The Plan Update recognizes the variety of public and private sector means used to collect and transport recyclables to processors, and to intermediate and end-markets. As the term of this Plan Update is ten years, Luzerne County recognizes that the recycling infrastructure within the county may change significantly by the end of that term. Luzerne County, therefore, reserves the option to explore and implement a greater role in the recycling system if the circumstances make such a change to be in the best interests of their recycling program. Until that time, Luzerne County will continue to rely on the currently utilized public and private sectors for the collection and transportation of recyclable materials.

5.3.3 Waste Disposal

5.3.3.1 Recommendation D1 Waste Disposal Capacity – The Plan Update calls for all municipal waste generated in the county, including Special Handling Waste, to be disposed at duly-permitted disposal sites for these wastes by the state in which they are located that have entered contracts with Luzerne County. To meet the minimum requirements of municipal waste capacity assurance, and for related reasons explained in Chapters 5 and 6, this Plan Update recommends the county enter contracts with at least the six (6) SOI respondents to assure disposal capacity over the ten (10) year planning period. Additional facilities may be considered based on disposal capacity needs, current acceptance of Luzerne County waste, and their proximity to the county.

5.3.4 Management and Sustainability of Programs

5.3.4.1 Recommendation MS1 Responsibilities of Luzerne County – In order to implement the recommendations in this Chapter, it is important to ensure stakeholders in Luzerne County has an understanding of the goals and initiatives of the Plan Update. In order to do this, it is recommended that Luzerne County Solid Waste Department conduct meetings with appropriate county staff, County Council, municipal officials, etc. to discuss the “goals” of the Plan Update, short term and long term. During this meeting, Luzerne County can address questions from the staff and ensure all parties in attendance know where to go for information on recycling and solid waste.
5.3.4.2 Recommendation MS2 Support of Public/Private Partnerships – The county may support public/private partnerships by encouraging municipalities to partner with private entities to provide services to their residents. Additional ideas for increasing public/private partnerships in Luzerne County are included in this section under various recommendations.

5.3.4.3 Recommendation MS3 Program Support and Funding Options
Luzerne County currently provides several recycling and waste management programs for the residents and businesses in Luzerne County. These programs are possible due to a public/private partnership that was established previously with several disposal facilities that service the County. As part of this Plan Update, funding alternatives were included in Chapter 8 that may supplement the public/private partnership or may be required to be implemented if the public/private partnership were to dissolve during the ten-year planning period.

This Plan Update recommends Luzerne County initiate further discussions with disposal facilities to maintain the public/private partnership over the ten (10) year planning period. Additionally, it is recommended that the County considers other methods of sponsorship and grant funding opportunities to further support and expand the programs in the County.

5.3.4.4 Recommendation MS4 Municipal Ordinances – Enacting an ordinance at the municipal level ensures that residents, commercial entities, waste and recycling haulers, disposal facilities and processors work together to meet the goals of the municipality and County. This ordinance becomes the governing document for how waste and recyclables are handled in the municipality. This Plan includes draft ordinances in Appendix F.

Though these ordinances can be as comprehensive as the municipality deems necessary, it is suggested that new municipal ordinances consider inclusion of the following:

- Language on the residential and commercial management of waste and recyclables. This shall:
  - Prohibit the illegal disposal of waste and recycling material.
  - Define what illegal disposal means, i.e. disposal of waste material at a location that has not been deemed appropriate for this use or disposal of waste material at a location other than your residence.
  - Specify that burning or backyard burying of waste and/or recyclable materials is also considered illegal disposal.
  - Require that commercial entities in the municipality recycle. You may specify in the ordinance what materials must be recycled, such as corrugated cardboard and office paper or all Act 101 materials.

- Language that requires waste and recycling haulers to deliver materials to those facilities outlined in the most recent Luzerne County Municipal SWMP or specify a facility as part of the ordinance (as long as that facility is part of the Luzerne County SWMP).
  - Require the haulers to provide education to residents on a semi-annual basis and/or when collection practices change.
  - Require the types of education, i.e. door hangers and website content, or a newsletter, magnet, and website content, etc.

- Language that requires disposal and processing facilities to be included in the Luzerne County Municipal SWMP if accepting material from Luzerne County.
- Require these entities to report tonnage totals to the municipality on a quarterly basis.

- **Voluntary Residential Curbside Recycling Collection** – Where a municipality does not require curbside recycling, this Plan Update recommends that “optional curbside recycling” be required via municipal adoption of an ordinance that requires any subscription hauler operating within the municipality to provide curbside recycling services to a customer that requests it. This may be at an additional cost to the customer or the municipality may require that fully integrated service be the standard service offered by the hauler. A template ordinance to implement this recommendation is included in Appendix E.

5.3.4.5 **Recommendation MSS County Ordinances** – A county ordinance for waste and recycling is very similar to the municipal ordinances described above. The largest difference is the county ordinance, once approved and recorded, is applicable for all municipalities in the county, eliminating the need for individual municipal waste and recycling ordinances. If a county ordinance for waste and recycling were to be considered over the ten-year planning period, the county shall consider including language on:

  - Illegal dumping
  - Open burning of waste and recyclables
  - Restrictions on where waste can be taken when generated within the county (i.e. to a designated disposal facility listed in the Plan)
  - Education requirements for waste haulers operating in the county (may also be done through a registration program)
  - Reporting requirements for haulers, disposal and processing facilities accepting county waste
  - Enforcement actions for offenders of the ordinance
  - A fine structure to coincide with the enforcement section

5.3.5 **Yard and Food Waste/ Organics Composting**

5.3.5.1 **Recommendation OC1 Operation of Compost Facilities** – It is recommended that the municipalities currently operating a municipal compost facility maintain these facilities. It is recommended that Luzerne County offer support through education programs for these facilities, when available. At this time, it was determined that development of a county operated compost facility is not financially feasible, but may be considered over the ten year planning period if funding becomes available.

5.3.5.2 **Recommendation OC2 Waste Food Sharing Program for Luzerne County Residents in Need** – Many communities across the Commonwealth of Pennsylvania are becoming part of a bigger movement to reduce waste food and feed the hungry. These programs connect businesses, institutions, and residents that have food waste with residents in need. Oftentimes these programs work through an app program on a smart phone or device. Both the entities that have excess food
and the residents in need join the app program. When an entity has excess food, they simply post what they have, how much, and where they are located and residents who have signed up for notifications through the app program will be notified that the food is available. This has proven quite successful for entities that host catered events and don’t want to waste the leftover food. But this program can also incorporate supermarkets, bakeries, delis, restaurants, businesses and corporations, hotels, colleges, hospitals, and so much more.

It is a recommendation of this Plan Update that Luzerne County assist municipalities on these types of programs and potentially establish a partnership with local entities that have excess food to provide this food to residents in need. This can be accomplished by using an existing app program, such as OLIO, and a phased program. The first phase includes outreach to entities in the county to join the program and educating them on the type of food that can be donated, how to use the program, benefits, etc., while the second phase includes reaching out to residents and students to join the program and educating them on how to use the program.

5.3.6 Maintaining the 35% Recycling Rate

5.3.6.1 Recommendation R1 Paper Shredding Events – Luzerne County has seen great success with their annual paper shredding events. Residents and SWAC members commented on their interest in seeing this program continued throughout the ten-year planning period. Luzerne County intends to maintain the current paper shredding events as funding allows.

5.3.6.2 Recommendation R2 Tire Collection Events - Luzerne County has seen great success with their annual tire collection events. Residents and SWAC members commented on their interest in seeing these events continued throughout the ten-year planning period. Luzerne County intends to maintain the current tire collection program.

5.3.6.3 Recommendation R3 Electronics Recycling – In order to address the recovery of electronics that are now required to be recycled under the Covered Device Recycling Act (Act 108 of 2010), Luzerne County has established a funding support program for those municipalities that conduct an e-waste collection event. Municipalities must register and be approved to receive funding support from the County, prior to holding the collection event. More information on this program may be found by contacting the Luzerne County Recycling Coordinator.

This Plan Update also encourages municipalities in Luzerne County that currently contract for municipal waste collection and for those municipalities that consider this option in the future, to include an option in the bid document, when requesting bids for a new contract/term, for curbside collection of electronics. This will require the waste hauler to bid on this portion of the waste collection contract. Additionally, a separate bid may be developed that separates e-waste curbside collection from curbside collection of MSW and recyclables, thus allowing entities that only collect e-waste to bid on this portion of the requested service. Depending on the cost to residents for this
service, a municipality may decide whether or not to include this option in their waste and/or recycling collection contract.

Additionally, it is recommended that municipalities with contracted service include an option in their bid documents that requires the bid respondent to establish a residential drop-off location for electronic material. A municipality may offer a drop-off location as part of the bid documents (i.e. municipal building, drop-off center, etc.) thus only requiring the respondent to propose a price for permitting the location, outfitting the location in accordance with State and Federal regulations, and operating and maintaining the location over the course of the contract. This option may result in longer contract terms, i.e. 5-10 year contracts instead of 3 year contracts. Requiring the respondents to provide a drop-off location for e-waste material will allow residents from apartment, condo, and townhome complexes, as well as residents from mobile home parks (if not included in the curbside service route), and possibly collegiate students and faculty in some cases to recycle electronic material more conveniently. This requirement may be a collaboration opportunity between existing haulers and existing e-waste recyclers in Luzerne County.

Lastly, it is recommended that the county support a standard sticker notification program to be utilized by haulers operating within the county. This sticker will be placed on e-waste (mainly televisions) placed curbside for disposal. The sticker would include a generic educational message such as: “This item has been banned from landfills as of January 2012 and cannot be collected curbside as part of your waste collection. Do not dispose or dump this item, it’s illegal. To properly recycle this item, please call 1-800-821-7654.”

It is recommended that this sticker be purchased in bulk by the municipalities and distributed to the haulers operating in the municipality. Grant funding through PADEP may be available for the purchase of these stickers. The cost of the stickers may be distributed evenly to the haulers operating within the municipality as part of a registration program. Haulers shall be obligated to utilize these stickers either through a municipal hauler registration program, a county ordinance, a municipal ordinance, and/or municipal contracts.

5.3.6.4 Recommendation R5 Education – This Plan Update recognizes that education of the public on proper waste management and recycling is crucial to the success of a growing, sustainable integrated waste and recycling programs in Luzerne County. The continuation and expansion of such educational efforts by the public and private sectors are recommended in this Plan Update. Support from both municipal and private sector partners is crucial for a sustainable educational effort.

Some educational programs that may be implemented/expanded during the planning period include:

- Implementation of a mobile app to notify residents of waste and/or recycling related programs and events. The notifications to residents may include paper shredding and tire collection event information, municipal e-waste collection events, etc.

- Newsletter distribution (electronic and/or hard copy). Again, there are companies that offer their services to develop a newsletter to be distributed to selected recipients. This newsletter may be targeted at specific markets, i.e. commercial businesses, apartment complexes, single family residents, etc. The newsletters may be structured with information from recyclables
collected, service providers available, to source reduction strategies, and virtually everything in between. Oftentimes, these newsletters may be partially or completely funded through the sale of advertising in the newsletter. Additionally, many marketing companies will not only develop the newsletter, but obtain the advertising as well. This makes the newsletters virtually free for a municipality or county to generate, besides the potential cost of distribution. It is recommended that this type of service be managed at the municipal level as recipient information is more manageable and it is recommended that private participation is solicited in the development of a newsletter, whether it is verification of information, contribution of content, or funding from the sale of advertising space within the newsletter.

- **Social media presence.** It is recommended that Luzerne County increase their social media presence over the ten year planning period in regards to waste and recycling. It is recommended that the Solid Waste Management Department considers becoming more active on Facebook, Twitter and potentially adding an Instagram account, etc. to reach a larger audience and help spread information on waste and recycling activities in the county for minimal costs, as well as increase the presence of waste and recycling news on their current social media platforms.

- **Sector specific education.** Education shall be focused on reaching residents, students and businesses in the county. How these entities are best reached and the message that is conveyed to them is different.

**Residents** are often best reached with repetitive information that is short and doesn’t get directly thrown in the trash (or recycling). This may include things like magnets for the refrigerator with a visual guide for recycling, monthly postcards that focus on one recyclable and one unacceptable item (as to not overwhelm the residents), utilization of municipal and/or county websites to promote the same message as the postcards, and utilization of municipal newsletters to also promote this educational campaign. Additionally, neighborhoods may designate recycling ambassadors that disseminate information to fellow residents, create specific education programs for their communities, develop social media campaigns, etc.

**Students** are typically transient in nature, recycling at school, at home, and possibly on the go. Since the programs may vary, developing education at the location of recycling is more beneficial. This may include stickers on the recycling receptacles that show pictures of items to be recycled, as well as an evaluation to ensure there are enough recycling receptacles on the school campus. Additionally, schools may benefit from developing recycling ambassadors that encourage fellow students to recycle. These ambassadors may create specific education programs that encourage student recycling, such as competitions, social media campaigns, presence at sporting and activity events, etc.

**Commercial businesses** often benefit from having a committee and/or leader that spearheads the education of others. Prior to developing educational material for the employees, it is beneficial for this committee to take an audit of the current waste stream...
and/or recycling stream. What does the business produce the most of, i.e. office paper, plastic bottles, etc. Education may then be tailored to the business and the materials most utilized/expended by the employees. Education may include signage in the office, emails, and newsletters. Additionally, businesses may benefit from creating incentives for employees to participate in recycling. Due to the nature of businesses, it is important that these programs are reassessed frequently, as employee participation can fade over time and may be impacted by frequent employee turnover.

**Generational education.** Most advertising must be tailored to four distinct generations: Baby boomers, Gen X, Millennials and Gen Z. This is really the first time in history that different generations have to be marketed to so distinctly. Each generation has its own distinct patterns of behavior and preferences for engagement. Baby boomers and Gen X seem to still respond well to what is considered typical marketing strategies. Reaching these generations through newspapers, television and radio will most likely work well. Though the number of people reading newspapers overall has fallen drastically over the past several years, media, such as TV and radio are still available for advertising. It is recommended advertising focus on advertising events such as municipal HHW and/or e-waste collection events, spring/fall cleanup days, etc. Utilize newspaper, TV and radio to advertise these events as well and possibly utilize all media streams to educate residents on waste and recycling in Luzerne County. This may include a running radio advertisement encouraging residents to visit Luzerne County’s website or to pick up a recycling guide to learn more about recycling, or possibly a monthly or quarterly spot on the local news discussing waste and recycling initiatives in Luzerne County.

Millennials rely heavily on an online presence to find information when researching a topic. If a millennial is in need of information on recycling, they are more likely to go to the internet first. They are also likely to seek the advice of other millennials, so working towards having a steady number of millennials that retweet or share waste and recycling information posted by the county may be a goal of the Plan Update.

Lastly, Gen Z are digital natives, raised on tablets, smartphones, and social media. This generation responds well to opt-in text alerts, YouTube short videos, and repetitive exposure to the same message. They are more likely to gather information from peers and relatives, so reaching not only this demographic but the older demographics is beneficial.

**Bilingual Education.** Based on the population of Luzerne County, it may be beneficial to generate bilingual education. Oftentimes, education can be created in two languages, while utilizing one educational piece, thus saving time and money. It is recommended for the County to look at existing educational material to determine if it can easily be converted to a bilingual message. Additionally, it is recommended that any education created over the planning period, be created in a minimum of two languages to reach the greatest population possible. It is also recommended that municipalities consider creating education in multiple languages for their residents, based on their anticipated resident needs.
Lastly, it is a recommendation that any education required by private haulers and/or private facilities be provided to residents as needed. This requirement may be written in to new curbside collection contracts, agreements with the municipalities, registration programs, event sponsorship agreements, etc.

5.3.6.5 Recommendation R6 Fairs, Festivals, Colleges and Universities Waste and Recycling – Special events with over 250 anticipated participants are required to have recycling in mandated municipalities. Currently, this is not heavily enforced. The County can work with the municipalities to develop a registration program for those wishing to hold an event in a mandated community register the event with the municipality.

Special event coordinators shall be required to submit a registration to the municipality prior to the event taking place (a copy of this registration shall be sent to the county by the municipality). The registration can be rather simplistic, but it shall include at a minimum:

- Name of event
- Location of event
- Event coordinator information (name, telephone and email)
- Date of event
- Time of event
- Name of waste and recycling hauler
- Copy of contract with waste and recycling hauler (contract must include a requirement to submit waste and recycling tonnage receipts to event coordinator within 30 days of event)
- Proposed location of waste and recyclables receptacles at the event
- Processing facility for recyclables
- Registration Fee-a Check payable to the municipality, using either a flat fee in a specified amount, or one calculated based upon the estimated number of attendees. The Fee can be kept by the municipality to cover costs such as cleanup, or used as security to ensure the coordinator cleans up the site and or submits waste & recycling receipts once the event is completed.

If a municipality enacts a registration program for special events, it is recommended that the municipality also update or enact an ordinance that lists enforcement for failure to register an event.

It is also a recommendation of this Plan Update that non-mandated municipalities require special events with over 250 anticipated participants to recycle. Additionally, it is recommended that both mandated and non-mandated municipalities encourage smaller special events taking place to also recycle.

5.3.7 Biosolids and Septage

5.3.7.1 Recommendation B&S1 Biosolids – The county shall continue to rely on the current system for managing biosolids, which involves processing of wastewater at publicly-operated facilities and the handling of WWTP biosolids (i.e. sewage sludge) through landfilling, composting, or through otherwise recycling the materials back into a productive use (land application). The current system is sufficient to manage the biosolids generated from county sources over the next ten (10) years.
5.3.7.2 **Recommendation B&S2 Septage** – The county shall continue to rely on private haulers for the collection of septic tank pumpings (i.e. septage), for eventual disposal as treated biosolids as noted in Recommendation B&S1. As indicated with biosolids, the current system is adequate to handle the septage processing needs of the county over the next ten (10) years.

5.3.8 **Regulated Medical Waste and Home Health Waste**

5.3.8.1 **Recommendation MW1 Regulated Medical Waste** – The county shall continue to rely on the current system for managing regulated medical waste, which involves licensure of haulers through the State program and generators of this material often contracting with a private hauling company that transports this material to a permitted autoclave facility or disposal facility. The current system is sufficient to manage regulated medical waste generated from county sources over the next ten (10) years.

5.3.8.2 **Recommendation MW2 Pharmaceutical Waste** – The county shall continue to rely on the current system for managing pharmaceutical waste, which involves drug take back drop-off boxes sponsored by the Pennsylvania Department of Drug and Alcohol, as well as local companies that offer residents collection of this type of waste. The current system is sufficient to manage pharmaceutical waste generated from county residents over the next ten (10) years.

5.3.8.3 **Recommendation MW3 Home Health Waste** – The county shall continue to rely on the current system for managing home health waste, which encourages residents to ask a doctor if he or she will accept properly containerized sharps for safe disposal, contact a local hospital to see if it will accept sharps that have been properly secured in a container, check with a pharmacy to see if they sell specially designed containers for use by residents or mail-back containers, check with curbside and/or drop-off HHW events to see if they accept this type of material, or take advantage of at-home medical sharps disposal services without leaving their homes. If home health waste is prepared appropriately, it may be placed with the regular residential waste.

The current system is sufficient to manage home health waste generated from county residents over the next ten (10) years.

5.3.9 **Ash and Asbestos**

5.3.9.1 **Recommendation AA1 Ash and Asbestos** – The county shall continue to rely on the current system for managing ash and asbestos, which requires generators of this material to properly dispose of this material at a permitted disposal facility. The current system is sufficient to manage ash and asbestos generated from county sources over the next ten (10) years.
CHAPTER 6 - LOCATION OF FACILITIES AND PROGRAMS

This Chapter identifies the location of each municipal waste processing, disposal and recycling facility, which is anticipated to contract with Luzerne County.

6.1 Location of Disposal/Processing Facilities
There are no municipal waste disposal facilities currently located in Luzerne County. The County has decided for this SWMP it will allow municipal waste generated in Luzerne County to be taken, at the generator’s or hauler’s option (as appropriate), to any permitted waste processing or disposal facility in the Commonwealth of Pennsylvania or Out-of-State facility listed in this SWMP as a Designated Disposal Facility with a signed Agreement with the County.

With this approach, Act 101 still requires that the County must contract with at least one (1) processing/disposal site to secure the minimum municipal waste disposal capacity needs of the County for the next ten years. To meet this minimum contracting obligation under Act 101, the County advertised a SOI. The SOI also solicited municipal waste transfer stations that handle Luzerne County’s municipal waste to agree to minimum procedures to comply with the SWMP, including proper reporting, waste manifesting, and delivery of Luzerne County’s municipal waste to processing/disposal facilities approved in the SWMP.

A summary of the Submittals received in response to the SOI, and the results of the Submittal reviews by the County SWAC, including the selection of multiple sites for waste transfer and contractual waste disposal capacity assurance, are documented in a memorandum in Appendix A.

The disposal facilities listed below have entered, or are expected to enter, into contract agreements with Luzerne County to accept waste from Luzerne County for a period of ten (10) years. The facilities selected through the SOI process will enter into a waste disposal capacity agreement fully aware of the amount of waste they have to accept and the ramifications this would have on the life of their facilities and their permit status. Disposal facilities are also aware that they may receive limited amounts of waste or no waste at all from Luzerne County sources as explicitly stated in the agreement. Appendix A contains a copy of the draft disposal agreement from the SOI. Fully executed agreements will be in Appendix H when executed. Facilities identified below that do not finalize and execute contracts with the County will be removed from this list of Designated Disposal Facilities.

Disposal Facilities
- Alliance Sanitary Landfill
- Commonwealth Environmental Systems Landfill
- Grand Central Landfill
- Keystone Sanitary Landfill
- Pioneer Crossing Landfill
- Wayne Township (Clinton County) Landfill

Transfer Stations
- Lehigh Valley Transfer Station
- Tamaqua Transfer and Recycling
- Waste Reduction & Recycling Transfer Station
These facilities were identified through the fair, open, and competitive procurement process discussed in Chapter 3 and will serve as the designated disposal facilities of Luzerne County generated waste for the next ten years. These facilities were also chosen based on the following perceived needs of the County over the 10-year planning period:

- The most geographically convenient
- The facilities most-used at the time the SWMP was drafted
- Multiple facilities are required to assure the disposal capacity for all types of “special handling” municipal wastes generated in the County (such as asbestos, ash, and RMW)

It is the intent of the County to enter all new waste disposal agreements with selected facilities no later than December 31, 2020. At that time, copies of the executed disposal contracts will be placed in Appendix H of this SWMP.

### 6.2 Yard Waste/Composting Program Locations

Currently, sixteen (16) municipalities in the county operate a yard waste compost facility under a yard waste composting permit-by-rule (PBR) or general permit. The yard waste composting sites are listed in Table 4.2.

### 6.3 Material Recovery Facility (MRF) Locations

There are currently four (4) material processing facilities (MRFs) located in Luzerne County, according to PADEP’s website. The MRFs are listed in Table 4-1.

### 6.4 Petition Information for Non-Designated Facilities

Haulers, disposal facilities, and/or municipalities have the option to petition the County to use another facility not designated in the SWMP, if that facility is legally permitted and operating within the provisions of its permit, and can provide the County with a 10-year capacity assurance for that portion of the waste stream expected to be generated in Luzerne County. Any disposal facilities added to the SWMP after the Plan is approved by the County Manager must pay all costs to revise the Plan and its documents as needed to include the respective facility. The procedure to add a facility is as follows:

- First, an entity must request from the LCSWMD a Petition Form to use a Non-Designated Facility, the form is shown in Appendix A.
- The LCSWMD will forward a Packet for Petitioning including Submittal Forms to the facility requesting addition to the Plan.
- Upon receipt of the completed Packet for Petitioning from the facility in question, the LCSWMD will review and respond to the information in the Form within thirty (30) days.

If all information is in order on the Submittal Forms, the LCSWMD will notify the hauler, disposal facility, or municipality whether it will be at liberty to use the facility for disposal of Luzerne County generated municipal waste.

Appendix A contains a complete packet with instructions to complete the process of petitioning to use a facility not designated in the SWMP. Again, the process is set-up to allow the County to monitor where County generated municipal waste is being disposed to minimize risk of liability and to guarantee disposal capacity at the facility for County generated municipal waste for at least ten years.
CHAPTER 7 - IMPLEMENTING ENTITY IDENTIFICATION

The LCSWMD is responsible for implementing this Plan and all future municipal waste planning and Plan revision efforts for Luzerne County. The legal authority for this office is derived from the County Code, the Luzerne County Council and the Luzerne County Manager. The function of this office involves the following principal activities:

- Administration of the Luzerne County Solid Waste Management Ordinance
  - The Waste Management Ordinance was rescinded by a recommendation of the Solid Waste Advisory Committee as part of the development of the 2010 Luzerne County SWMP.
  - As part of the 2021 Plan Update, the Luzerne County Solid Waste Management Ordinance will be revised and proposed to County Council for ratification.

- Coordination of Recycling
  - This function involves coordination among the mandated municipalities and providing assistance to all Luzerne County municipalities, private citizens, and agencies that wish to become involved in the recycling efforts of the County.

- Recycling Implementation
  - This function involves facilitating the implementation of municipal curbside and drop-off programs, as well as any special collection efforts within the County and education efforts.

- The County is responsible for:
  - Regulating the establishment, maintenance and operation of private solid waste collection, storage, transportation and disposal services.
  - Assisting communities in adopting, issuing and enforcing local rules and regulations.
  - Informing municipalities about changes in federal and state laws, rules and regulations that may affect or would affect solid waste management in the County or municipalities.
  - Providing technical assistance to municipalities in implementing municipal recycling and composting programs.
  - Providing technical assistance to commercial establishments and institutions in implementing recycling programs.
  - Operating any special waste collection projects sponsored by the County.
  - Planning and implementing County-wide programs to provide general education to the public about recycling and composting, and to provide information about the range of recycling opportunities throughout the County.
  - Continuing to promote recycling through school programs and with civic organizations.
  - Collecting and evaluating data on recycling and waste generation by municipality and County.
  - Collecting and evaluating data on recycling and waste generation by commercial, institutional and industrial establishments in the County.
  - Preparing required reports for submission to the PADEP.

More specifically, the LCSWMD oversees agreements executed (or to be executed) by the County to secure adequate disposal capacity for municipal wastes that will be generated within Luzerne County over the next ten years. The LCSWMD will also be responsible for exploring and implementing additional recycling programs and facilities as deemed necessary or as cost-effective and affordable opportunities arise in the future. The County’s recycling program is administered by a full-time Recycling/Solid Waste Coordinator, who is a member of the LCSWMD staff.
The County is authorized under Act 101 to take any and all actions and to exercise all such powers as are necessary to design, develop, finance, construct, own, operate and manage a County-wide, assured long-term integrated solid waste management system that is environmentally safe, economical and uses proven technology. Such powers and actions include but are not limited to the power to promulgate rules, regulations, fees and penalties applicable to the collection, storage, transportation, processing, recycling and disposal of municipal waste generated, collected, stored, transported, recycled, processed or disposed of within the County.

These specifically include the power to:

a. Develop, adopt, revise and implement a SWMP for the County.
b. To maintain disposal contracts over the 10-year planning period.
c. To approve or deny petitions to be added to the SWMP from disposal facilities.
d. To approve or deny requests to use back-up facilities.
e. To develop and implement an integrated municipal waste management system for the County to insure the proper collection, transportation, processing and disposal of all municipal waste generated within the County.
f. Adopt ordinances, resolutions, regulations and standards for the processing and disposal of MSW, as long as it is not less stringent or in violation or inconsistent with Act 97 or Act 101.
g. Require that all MSW generated within its boundaries shall be properly collected so as to insure it is processed and disposed at designated facilities contained in the County Plan.
h. To administer and enforce a registration program for haulers and vehicles transporting waste collected within the County.
i. To promulgate rules, regulations, fees and penalties applicable to the collection, storage, transportation, processing, recycling and disposal of municipal waste generated, collected, stored, transported, recycled, processed or disposed within the County.
j. To prepare reports to the PADEP as required by Act 101.
k. To apply for and receive grants under Chapter 9 of Act 101 to develop and implement the Plan.

Local governments also have implementing responsibilities; these include, but are not limited to:

b. Inclusion in their bid specifications for collection services that stipulate materials designated by the municipality for inclusion in the municipal recycling program not be collected and disposed of with the municipal waste.
c. Preparation of reports to the County as required by Act 101 and LCSWMD.
d. Adoption of ordinances, resolutions, regulations and standards for the processing and disposal of MSW, as long as it is not less stringent or in violation or inconsistent with Act 97 or Act 101.
e. Development and implementation of an integrated municipal waste management system for the municipality that conforms to the recommendations of the most recent County SWMP.

The County’s 2020 operating budget for the Solid Waste Management Department is expected to be approximately $505,800, which includes:

- Personnel and related expenses
- Office expenses
- Solid waste planning expenses
- Special waste collection programs, such as supporting municipal electronic waste and County tire collections
With the uncertainty of the future of Act 101 Recycling Fund (and its grant programs), it is important to ensure that sufficient funds are available to continue to fund these County responsibilities without grant assistance. Without such funding, the future of existing waste reduction and diversion operations is questionable.

The following time schedule is presented for the planning and implementation of the component parts of this Plan:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>June 2020</td>
<td>Draft Substantial SWMP was released for a ninety (90) day for municipal review period. This includes:</td>
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<tr>
<td></td>
<td>· Notice in papers-twice in two consecutive weeks</td>
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<td></td>
<td>· Public Comment period open</td>
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<td></td>
<td>· One public hearing in that time</td>
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<td>· Copy to DEP, County Planning Department, Municipalities, County Health Department</td>
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<tr>
<td>August 2020</td>
<td>Municipal comment period ends</td>
</tr>
<tr>
<td>September 2020</td>
<td>Comment/Response document prepared, final plan modifications are made based on municipal input and PADEP comments</td>
</tr>
<tr>
<td>October 2020</td>
<td>Final SWMP submitted to the County Executive for draft ratification</td>
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<tr>
<td>November 2020</td>
<td>Final SWMP submitted to the County Council by the County Executive for final ratification/adoption, adopted plan sent to municipalities to ratify</td>
</tr>
<tr>
<td>December 2020</td>
<td>Adopted plan is submitted to the PADEP for final approval</td>
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<tr>
<td>December 31, 2020</td>
<td>Former Disposal Capacity Assurance Contracts with Luzerne County expire</td>
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<tr>
<td>January 2021</td>
<td>New Disposal Capacity Assurance Contracts with Luzerne County commence</td>
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<tr>
<td>January 2021</td>
<td>Anticipated PADEP Plan approval</td>
</tr>
<tr>
<td>December 2021</td>
<td>Plan Implementing Documents executed – one (1) year from PADEP approval date</td>
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CHAPTER 8 - PUBLIC FUNCTION

8.1 Public Function
Luzerne County is the contractual signatory to the waste disposal capacity assurance agreements with other entities that were solicited under this SWMP. The LCSWMD will retain responsibility for implementation of disposal-related elements of the plan, including, but not necessarily limited to, execution and oversight of disposal capacity agreements. The LCSWMD may also apply for grant funding to help finance future planning and implementation efforts to promote and implement elements of this SWMP.

It is the position of the LCSWMD that the most suitable and cost-effective method of disposal of the municipal waste generated throughout Luzerne County is at multiple disposal facilities. In addition, it is the LCSWMD’s position, at this time, that the waste transfer facilities serving Luzerne County meet the current waste transfer needs of the County. The majority of the waste transfer facilities and the waste disposal facilities identified for contracts with LCSWMD in this SWMP are currently owned and operated by the private sector. The LCSWMD and its municipalities reserve the right to consider a public option for waste processing, transfer and/or disposal in the future should the needs of the residents and the position of Luzerne County change.

The LCSWMD, and other municipalities within the County, reserve the option to own or operate recyclables processing facilities, recyclables drop-off facilities, materials transfer facilities, and/or composting facilities in the future if it becomes in the best interest of the residents of Luzerne County, or the individual municipalities to do so. Residents in municipalities throughout the County can benefit from consolidated efforts for the collection of municipal waste and recyclables, creation of composting facilities and special collection events.

8.2 County Ownership
Pursuant to Act 101, the public interest requires that waste collection, transport, storage, processing, disposal and recycling be a public function. Public function does not require County ownership or operation of equipment or facilities. Luzerne County does not currently own or operate disposal facilities (landfills) or processing facilities (transfer stations) at this time. The County, and/or the County’s municipalities reserve the right to own a disposal and/or processing facility in the future if it meets the needs of the Luzerne County residents. The County and its municipalities reserve the right to lease, own and/or operate additional recycling, processing and/or disposal facilities in the future to meet the needs of Luzerne County and its residents and businesses as they may arise.

The County has determined, as part of this SWMP, that its obligation to provide for the processing and disposal of all municipal waste generated within the County continues to be best served by reliance on long-term Disposal Contracts with privately or publicly owned processing and disposal facilities. This approach meets the goals of the County in that it is:

- County-wide
- Long-term
- Assured
- Integrated
- Protective of public health and safety
- Environmentally safe
Cost-effective

Through the planning process, the County has met its obligation to provide for long-term assured disposal capacity through a Waste Disposal Capacity SOI and subsequent Waste Disposal and Transfer Agreements.

By contracting with six (6) disposal facilities, the County has assured and confirmed sufficient disposal capacity and established ceiling tipping fees that are committed to the County through executed Agreements through 2030.

8.3 Revenues and Expenses

8.3.1 Solid Waste Management Plan

The development and implementation of the County SWMP as required by Act 101 is a complex and time consuming task that requires professional expertise in waste management, engineering, administration, law and finance. To fulfill its duties under Act 101, the county elected to engage the professional services of consultants, engineers, solicitors and SWAC members to advise the County with respect to Act 101 and prepare the SWMP.

While these activities are eligible for partial funding reimbursement from the PADEP under Act 101 grants, a portion of the cost of Plan development and a substantial portion of the cost of implementing the Plan must be borne by the County.

8.3.2 Waste and Recycling Management Services Funding

Luzerne County’s Solid Waste Management Department currently provides several recycling and waste management programs for the residents and businesses in Luzerne County. These programs are currently possible due to a public/private partnership that was established previously with several disposal facilities that service the County. As part of this Plan Update, the following funding alternatives are provided that may supplement the public/private partnership or may be required to be implemented if the public/private partnership were to dissolve during the ten-year planning period.

Waste Millage

A millage rate is the amount per $1,000 of assessed, improved property value that is used to calculate taxes on property to cover the municipality’s annual operating costs. Millage rates are often found in personal property taxes, where the expressed millage rate is multiplied by the total taxable value of the property to arrive at the property taxes due.

Luzerne County could impose a waste management millage tax that would be charged to property owners based on a percentage of a residential property value. For example, if the fee is $1.00 per $1,000 in property value annually, a home valued at $100,000 would be charged a waste management millage fee of $100.

This program has little to no capital costs associated with setting it up, it can be implemented rather quickly, it would not substantially increase the County’s current operating budget beyond a slight increase in administrative costs, and it can provide a sound, annual source of income for years to come. Conversely, this program is often met with low political will, as the idea of increasing or imposing a tax is often not favorable, it only provides income from residential sources and therefore should only be used to finance residential programs, versus commercial waste and recycling management programs and Lastly,
since it is property value based, there is no control over the rate at which participants pay for their level of use of services, rather it is strictly based on assessed property value, which can be met with opposition.

In order to determine what the waste management millage fee would be for Luzerne County to cover the County’s annual operating budget for residential solid waste and recycling services, a more in depth evaluation is required to determine the total assessed, improved property values within the County and evaluate that value per $1,000 to establish a waste management millage tax.

*Utility Billing*

This option relies on user fees that are assessed to residents and businesses for the waste and recycling management services offered by the municipality and/or County. It is often assessed as a utility bill, similar to water, wastewater or electric. The intent of the waste and recycling management user fee is to assess an equal fee to all residents and/or commercial businesses that covers the costs of the solid waste and recycling management services offered to them.

The user fees for the residential and commercial component of the solid waste and recycling management services would require a more in depth evaluation to determine the portion of the County’s operational budget allotted for each service. Additionally, a more detailed analysis of waste generation at the residential and commercial level is recommended to more accurately determine waste generation projections for each source. Once the service budgets and waste generation tonnages are determined, an evaluation can be completed that compares the budgets to the waste generated and returns a user fee at both the residential and commercial level. This fee may also be assessed based on occupied households and licensed businesses. This fee is often charged to residents and commercial businesses on an annual basis, but could certainly be charged on a monthly, bi-monthly, or quarterly basis as well.

If residents are already receiving a utility bill from municipal or county government, this user fee can be added to the utility bill with little upfront costs or effort. If no utility bills are currently assessed at the municipal or County level, there will be some effort and costs associated with setting up this type of system. It is important to note that there will be effort annually to reassess the user fee based on the cost of waste and recycling management services. Although this system more accurately charges fees to residents and commercial businesses, the user fee is maintained for all residents, regardless of the level of services utilized.

*Non-Ad Valorem Assessment*

A non-ad valorem assessment is a method of taxation that uses the size of a unit (square footage) or the number of units to assess a fee for services. Non-ad valorem assessments are commonly used for streetlights and stormwater management projects in addition to waste and recycling management. Levying authorities are responsible for setting the non-ad valorem assessments. The assessment periods vary and do not have to be based on the calendar year, although they are usually completed on an annual basis. In regards to the collection of the fee, a non-ad valorem is considered a part of the tax bill and carries the same penalties for failure to pay as do the property taxes on a tax bill. However, unlike the ad valorem tax which is based on the assessed value of the property, the non-ad valorem special assessment is based solely on the benefit received by the property for the services rendered.

This option provides the County with a reliable revenue source and the participation levels tend to be high. Historically, as waste and recycling service charges increase, program participation decreases.
this case, the service is already paid for under the special assessment system, so there tends to be an
incentive to participate. In rural Pennsylvania, where burn barrels are still utilized, a non-ad valorem may
be one option to reduce backyard burning and the negative side effects associated with it.

This option may require a waste generation study at the residential and commercial level, as well as a
review or modification to the County and/or municipal ordinance, therefore there are some costs
associated with implementing this option. This option may also take up to one year to implement due to
the legal reviews required and the potential waste generation study. As with the options discussed above,
this option is often viewed as a tax and therefore may face opposition from municipal and county
government entities, but it is a highly equitable and technically sound method for charging customers
based on rational generation rates.

**Developing a Publically Owned Transfer Station**

With the 2007 Supreme Court decision in the United Haulers v Oneida-Herkimer County case, regulatory
flow control was confirmed to be lawful if all wastes are directed by local ordinance to a publicly owned
waste management facility. Luzerne County does not currently own a waste and recyclables management
facility, however, Luzerne County possesses the ability to develop a publically owned waste management
system that includes infrastructure, if they so choose. Specifically, Luzerne County could consider
constructing one (1) or more publically owned transfer stations which could subsequently be designated
by ordinance as the required disposal location for all wastes generated in the County. This would enable
the County to procure the most competitive disposal rate by (1) creating an attractively large waste stream
from the standpoint of private landfill owners, and (2) extending the boundaries of landfills that are within
economic transportation distance to receive County waste.

The capital costs associated with this option are anticipated to be in the millions and would require several
components prior to implementation, such as a site evaluation to locate suitable land for the transfer
station, a fatal flaw analysis on the property to ensure the waste and recycling activities can be conducted
on the property, legal and engineering effort to work through local zoning, County flow control
ordinances, and state permitting, engineering design of the facility, as well as bidding and construction
efforts and costs, just to name a few. If this option were to be considered, it is recommended that the
first step be to perform a detailed cost analysis on the development, operation and maintenance of such
a facility to determine that the option is financially viable for the County. This option would take the
longest to implement at anywhere from 5-10 years.

**Exit the Recycling Business**

In the event that a funding source cannot be achieved, the County would not be able to continue operating
its special waste collection programs. If this scenario were to occur, the County would likely need to
discontinue these recycling education and special waste collection services.

**Public/Private Partnership**

All of the SOI respondents indicated a willingness to further discuss ways to support the sustainability of
the county’s integrated waste and recycling programs in the future. The public/private partnership in
place in Luzerne County with the public and private waste disposal facilities has been widely successful
over the past ten (10) years and for that reason, the County is interested in maintaining that partnership
moving forward.
Sponsorships and Grants
There are many opportunities throughout the year where Luzerne County municipalities may seek out sponsorship from waste and recycling haulers, disposal facilities and/or processors. As an example, a partnership was created between ClearStream Recycling Systems and Ad Bin Sponsorships that created an interchangeable advertising display that can be affixed to a ClearStream Recycling System container.

Utilizing Volunteers to Reduce Costs
Local groups and organizations may also offer support through volunteering at drop-off locations, helping with waste sorts, spreading education to residents and businesses regarding recycling, etc.

Grant Funding
One grant funding option available to municipalities and private businesses to fund the collection, processing, and communication projects that are intended to increase recycling access and rates is the Closed Loop Fund. The Closed Loop Fund is made up of consumer goods companies and retailers who are creating economic value by increasing recycling rates. The Closed Loop Fund provides no or low interest loans to municipalities and below market interest loans to private companies to develop local and recycling infrastructure. Their goal is to invest $100 million in sustainable consumer goods, advanced recycling technologies and the development of the circular economy by 2020. In August 2018, the Closed Loop Fund partnered with the Pennsylvania Recycling Markets Center to help direct $5 million in loans to support recycling in Pennsylvania. The current companies and retailers participating in this program are Walmart, Coca-Cola, PepsiCo, Procter and Gamble, Unilever, 3M, Dr. Pepper and Snapple, Keurig, Colgate Palmolive, Johnson & Johnson and Nestle. More information on this program can be found on their website at: http://www.closedlooppartners.com/

Another funding source for municipalities is The Recycling Partnership. They have various grant programs that often assist municipalities in implementing curbside recycling programs or converting a current bin/bag program to a cart based program.

Additionally, PADEP has grant funding opportunities for equipment purchases, educational programs, performance grant funding, planning exercises, HHW collection events and more.

Recycling Service Fee in Municipal Contracts
An additional option for funding recycling programs in Luzerne County is to include a recycling fee in contracts used by municipalities to solicit waste and recycling collection. If a hauler is unable to provide curbside recycling to residents of the municipality, a municipality may require, as part of the contract, that a hauler provide a fee (to be determined by the municipality) that may be used to provide recycling programs to the residents of that municipality, i.e. drop-offs.
CHAPTER 9 - COPIES OF ORDINANCES, RESOLUTIONS, AND IMPLEMENTING DOCUMENTS

A Waste Disposal Capacity SOI for municipal waste transfer and processing/disposal services was advertised in the local newspaper (Times Leader), in Waste Advantage and in the PA Bulletin. Six (6) disposal facilities and three (3) transfer station facilities responded to the SOI. A sample copy of the SOI and supporting submittal forms are provided in Appendix A. The responses to the SOI are presented in Chapter 5.

Legal instruments for the control of Luzerne County's municipal waste stream are a requirement of Act 101 of 1988 which makes the County responsible for the proper disposal of the municipal wastes generated within its boundaries. The SWMP incorporates multiple implementation documents. It also offers many forms of template documents that can be used by municipalities to implement plan recommendations.

Incorporated within this SWMP are the following documents:

- Sample Municipal Waste Disposal Capacity Agreement (Appendix A)
- Samples of Various Forms of Municipal Bid Documents for Waste and Recyclables Collection and Disposal Contracting (Appendix E)

The following items are to be executed or approved within one year of the Plan Approval:

- Luzerne County Resolution (Appendix H)
- Municipal Waste Disposal Capacity Agreements (Appendix H)
- Luzerne County Municipal Solid Waste Management Ordinance (Appendix F)
- Municipal Recycling Ordinances (Appendix F)

In this SWMP, municipal waste collectors are permitted to deliver Luzerne County waste to any one of the designated waste disposal facilities listed within this SWMP who have entered into Disposal Capacity Agreements with the County. Chapter 6 contains a list of disposal facilities that have contracted with, or intend to contract with, Luzerne County for the transfer or disposal of Luzerne County’s municipal wastes. These contracts provide certain assurances to Luzerne County and contain ceiling tipping fee pricing for various types of wastes throughout the 10-year planning period. Appendix A contains the ceiling tip fee pricing structures of the contracted disposal facilities (Table 2 - Detailed Summary of Responses).

The completed Plan and resolution will be submitted to PADEP for approval. Upon approval by PADEP, each municipality within the County will receive a copy of the completed Plan revision advising them of the County’s adoption and PADEP’s approval.

If additional implementing documents are necessary for full implementation of the Plan, Luzerne County and Luzerne County municipalities will exercise their respective authorities for the adoption and execution of any and all documents deemed necessary to carry forth its obligations and to implement this Plan.
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CHAPTER 10 - ORDERLY EXTENSION

In the preparation of this SWMP, demographic information provided by the LCSWMD was used for an orderly extension of data in such a manner as to be consistent with the needs of the area. This plan has also taken into consideration applicable planning, zoning, population estimates, engineering and economics. The requirements of Act 101 and Chapter 272 of the PADEP Regulations have been followed in this SWMP process, including the requirements for a Non-Substantial Plan Revision, which PADEP has determined applies to this SWMP.

Existing waste disposal facilities that responded to the SOI and were deemed acceptable are used and made part of this SWMP. The contractual arrangements resulting from the Waste Disposal Capacity SOI for transfer and disposal services include facilities that currently handle the vast majority of municipal wastes generated by Luzerne County. The County will continue to offer technical support to municipalities with curbside recycling programs, composting sites in the County, as well as drop-off sites that accept a wide variety of conventional and hard-to-recycle materials in the County.

Continued use of existing processors by the commercial, institutional, and industrial sectors is also encouraged. Over the years, these sectors have been the main source of materials for the processors.

As this Plan is implemented, continued effort will be focused on providing for orderly extension of the system including management of construction and demolition waste, residual waste, sludge, septage, and RMW. To that end, every ten years, the County will perform a comprehensive review of its Plan and an analysis and description of the waste being generated in the County to ensure that the System is performing as planned and waste is being recycled and disposed consistent with the Plan and Act 101.

This Plan does not conflict with any state, regional, or local plans.

The County shall prepare and file revisions to this Plan as deemed necessary by the County and in the manner provided for by Section 501(c) of Act 101. The County shall continue to implement the SWMP for the remaining years following adoption of this Plan. The County will monitor its capacity assurance if necessary and as required under Act 101. The County’s implementing documents are distinct from the Plan and may remain in effect beyond the 10-year planning period.
CHAPTER 11 - OTHER INFORMATION

11.1  Marcellus Shale
The Marcellus Shale Play is a geologic formation that is a source of natural gas located in deep (1-2 miles deep) shale deposits. It is being actively developed by scores of gas industries, thanks to drilling technology advances that make this gas development process technically feasible. These deep mine drilling operations generate drill cuttings and other residuals that currently require disposal in a proper landfill. The operations also require the handling of millions of gallons of chemically treated fracturing, or “frac”, water at each drill site. The subsequent handling of drill residuals (and in some cases, wastewater from the operations) is typically classified as residual waste. These wastes may influence the available capacity of municipal waste landfills that service Luzerne County, should those residual wastes displace landfill capacity that is needed for municipal waste disposal.

The Marcellus Shale drilling industry currently has no active gas wells in Luzerne County. However, the potential impact of this industry’s residuals on available municipal waste disposal capacity for Luzerne County cannot be ignored in this plan. Contracts for long-term disposal capacity of municipal waste generated in Luzerne County need to confirm that municipal waste disposal capacity is “set aside” for the County’s use, and will not be negatively impacted by Marcellus Shale residuals disposal needs. This fact underscores the need for the County to secure long-term MSW disposal capacity as part of this planning process. MSW disposal capacity assurance contracts will assure adequate capacity to meet Luzerne County’s needs over the 10-year planning period.

The following facilities responded to the SOI and stated that they either currently accept or are permitted to accept Marcellus shale residuals. Not all of these facilities currently accept this material and all of these facilities responded that acceptance of this material will not impact the facility’s ability to satisfy their commitment to Luzerne County:
- Alliance Sanitary Landfill
- Commonwealth Environmental Systems Landfill
- Keystone Sanitary Landfill
- Wayne Township (Clinton County) Landfill

11.2  Illegal Dumping

11.2.1  Issues and Causes
Like most counties in Pennsylvania, illegal dumping is prevalent in rural areas of Luzerne County. While most would view illegal dumps as eyesores, they also create significant concerns for public health and safety, property values, and the general quality of life. When ignored, these sites often become chronic dumping areas that pollute the soil, surface water, and groundwater. Preventing illegal dumping will require stakeholders of the County to address factors that contribute to this problem. Cleaning up existing dumps will require cooperation from residents, businesses, haulers, and disposal facilities in the area.

Some haulers will not service rural or isolated parts of the County, thus forcing residents to self-haul their waste to the nearest landfill or transfer station for proper disposal. In addition, some haulers will not collect waste that may be considered construction and demolition (C&D) waste generated at the residential level, because of remodeling and similar activities. These materials include items such as drywall, roofing, shingles, siding, lumber, bricks, and concrete. Other difficult-to-dispose-of items
such as tires, auto parts, appliances, and furniture often end up in illegal dumps. Proper disposal of these materials may require that the residents haul them to a disposal facility during operating hours (or rent a roll-off bin from the waste hauler), and pay to dispose of the waste, an inconvenience or expense that some wish to avoid.

Some homeowners in municipalities with individual subscription services may choose not to subscribe to a waste collection service, simply to save money, or to “share” a hauling service with neighbors or relatives at one house (a practice that is not technically allowed by most haulers). When it becomes a burden for homeowners to haul this material to a disposal facility, or when a contractor who has agreed to dispose of the material decides to avoid the cost of disposal, some of this waste may also be dumped illegally.

### 11.2.2 Illegal Dump Surveys

PA Cleanways is a nonprofit organization that empowers people to eliminate illegal dumping and littering in Pennsylvania through various education and environmental programs. PA Cleanways’ illegal dump surveys educate state, county, and local officials about the problem of illegal dumping and provide valuable data about the dumpsites and the community in which they reside to address the problem through cleanups, municipal waste collections, and recycling programs.

Illegal dumpsites pose a direct threat to the health and safety of humans and animals. Illegal dumping attracts disease-spreading rodents and mosquitoes by giving them a place to live and breed. West Nile Virus, carried by mosquitoes, has been a primary concern of environmental officials. Illegal dumps also can be a source of physical injury for humans and animals due to broken glass, rusty metals, and toxic substances. Methamphetamine labs, used to produce the illegal drug “crystal meth,” are becoming more and more common. The materials used to make the illegal drug are tossed along the roadside in illegal dumps, and are extremely toxic.

Illegal dumping pollutes our soil, surface and groundwater supplies, as well as the air we breathe if a site catches on fire. The emissions released by the burning of plastics and HHW can be extremely toxic. It is also ugly, and ruins the beauty of natural areas, including many public places such as community and state parks, state forests, and game lands.

Economically, illegal dumps are expensive to clean up. The estimated cost to clean up a site can be anywhere from $600 to over $1,000 per ton for cleanup and removal. Illegal dumpsites can also influence property values, can be a liability for property owners, and can affect property purchases and transfers. Tourism revenues also can be affected by illegal dumps. Donation of free disposal capacity by area landfills can help offset the cost of disposing of some of these materials.

The following areas were considered illegal dumpsites in Luzerne County:

- Areas of concentrated trash;
- Areas of scattered trash that:
  - Are not considered roadside litter (bottles, fast food wrappers, cans, etc.)
  - Appear to have new trash thrown on them occasionally (more than twice a year)
  - Appear to have new trash thrown on them occasionally, but cleanup maintenance is prevalent to prevent accumulation
- Areas containing only piles of yard waste (grass, leaves, branches, trees, etc.). These sites can often attract the dumping of other materials and can grow into major dumpsites, and
Areas containing isolated or solitary items that may or may not be dumped on in the future.

11.2.3 Causes of Illegal Dumpsites

Municipal curbside trash collection is unavailable.
Because it is not mandated by the state, trash collection options are dependent on the city or municipal government. As many rural and small-town municipalities lack funding for mandatory trash collection, it is up to the resident to pay for trash collection. Communities that depend on private subscription for waste collection services have reported greater dumping problems. Inherent inefficiencies and associated higher costs exist in almost all private subscription systems because trucks must travel long distances between customers.

Recycling programs are unavailable or inconvenient.
Act 101 dictates that all communities with populations over 10,000, and densely populated municipalities between 5,000 and 10,000, have recycling programs. Communities that fall outside these parameters must opt for curbside or drop-off recycling programs on their own. Depending on the county, many or all of these communities do not have funding to support a curbside-recycling program. Curbside recycling communities have reported a lower incidence of residential waste dumping.

Disposal of construction and demolition debris (C&D).
C&D debris is a serious solid waste management issue because of the amount that is generated each year, along with the lack of convenient and/or affordable disposal options available. C&D debris is often found in illegal dumps and creates a compounded problem because some of the materials may be hazardous, such as wood that has been chemically treated or painted with lead-based paint, insulation containing asbestos, or shingles.

Shortage of enforcement.
Unfortunately, many communities cannot devote people and resources to effectively deal with illegal dumping. As a result, dumpers do not fear prosecution and have no reason to stop their habits.

Education.
Illegal dumping has been a learned habit for many. Prior to anti-dumping laws, it was common practice to use open town dumps, burn or bury trash, or dump in a convenient out-of-the-way area. Today, we know the harmful effects from illegal dumping. Education is fundamental to diminish the habits learned, and to teach the public proper and safe disposal practices.

Minimal funding opportunities.
Funds are needed to organize cleanups, educate the public, enforce regulations and cover other associated project costs. Because of limited funding for cleanups and abatement activities, these kind of events can be difficult to coordinate.

11.2.4 Illegal Dump Survey for Luzerne County
PA Cleanways conducted a survey of illegal dumpsites in Luzerne County in 2007. In this study, PA Cleanways identified 159 dumpsites containing an estimated total of 1,724 tons of waste. The 159 dumpsites were located in thirty-two (32) of the County’s seventy-six (76) municipalities. These
dumpsites ranged in size from 0.13 to 500 tons of waste, with the majority of the sites (91%) containing 10 tons or less of waste.

Many dumpsites found in Luzerne County were widely spread out, had more than one concentrated dumpsite, and covered an area more than a mile long. However, for the purpose of this report, they were considered a single dumpsite.

The materials most commonly found in these illegal dumpsites hard to dispose of materials such as tires, white goods, and other bulky waste items. Seventy percent (70%) of sites contained either bulky items, electronics, or appliances. Seventy-five percent (75%) of sites contained tires. A total of 3,282 tires were itemized at sites. It should be noted that this only accounts for tires that were visible at the time, it is assumed that many more tires were present under buried trash or leaf litter. A positive note is that HHW was found in only 9 of 159 sites (6%).

Seventy-five percent (75%) of dump sites were located in rural areas. Twenty-one percent (21%) of the surveyed sites were in the vicinity of some sort of waterway or body of water. Six (6) of those sites had waste materials directly in the waterway itself. Only nine (9) of 159 sites (6%) had “No Dumping” signs present, but each of these sites was determined to be active. The data backed the idea that illegally dumped trash will attract more trash, considering that of the illegal dumpsites eighty-two percent (82%) were visible or partially visible from the road. In addition, ninety-six percent (96%) of dump sites were determined to be active sites based on their contents.

11.2.5 Possible Solutions to Illegal Dumpsites

Organize a cleanup.
Cleanups are an effective way to combat littering and illegal dumping. Cleanups help to build ownership, restore community pride, and send a message that dumping will no longer be tolerated.

Organize a special collection event.
Special on-day collection events are worthwhile. These special collection opportunities are very effective when routinely offered, such as each spring or fall as a community cleanup day, but are also successful when offered as community resources permit. These special collections commonly target hard-to-dispose of materials such as tires, appliances, scrap metal, computers, electronics, and household hazardous waste. Most of these items account for what is found in illegal dumps.

Physical deterrents.
The placing of guard rails or mounds of dirt at pull-off areas, as well as the planting of trees, can help provide a barrier that will limit accessibility to a site for future dumping.

Site monitoring and maintenance.
It is important to monitor a site after an area has been cleaned in order to watch for subsequent dumping or littering, to keep the site clean, and to report any incriminating evidence to the proper enforcement agency. Keeping the site clean makes it easier to spot new trash and discourages subsequent dumping, since trash attracts trash. Enforcement, with site monitor support, effectively decreases the incidents of dumping and littering. When word gets out that dumping activity will not be tolerated and violators will be caught and prosecuted, dumping decreases.

Community education.
Intentional illegal dumping and littering are social problems that require a shift in attitudes and practices. Education is the key to changing values, habits, and attitudes. Education programs should be tailored to inform the community and can take many forms such as school/community presentations, press releases, radio and newspaper ads, and publications.

Enforcement and existing laws.
Any improper disposal of trash is illegal and violators can be prosecuted. Numerous Pennsylvania agencies enforce laws addressing improper disposal of trash. The Pennsylvania General Assembly creates and enacts the littering and dumping laws. County and municipal governments create and enact ordinances that are specific within their local boundaries.
CHAPTER 12 - NON-INTERFERENCE

The Municipal Waste Planning, Recycling & Waste Reduction Act of 1988, Act 101 instructs that the County Plan must insure that it will not affect the design, construction, operation, financing or contractual obligations of any municipal waste landfill or resource recovery facility located in the County that meets certain criteria. This Plan will not affect any facility design, construction, operation, financing or any contractual obligations that may exist for any such facility.

This Plan does not substantially impair the use of the remaining permitted capacity, or the capacity that could be made available through reasonable expansion of existing facilities. The County will not interfere with, or attempt to interfere with, the efforts of existing facilities to find customers whose Municipal Waste does not comprise part of the Luzerne County tonnage.
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CHAPTER 13 - PUBLIC PARTICIPATION

Luzerne County used a combination of means and methods to provide for public participation both in the preparation of and in the implementation of the 2021 SWMP. The existing SWMP for Luzerne County, ratified and adopted in 2010, and prepared through its own public participation process, was used as a basis for the 2021 SWMP. Changing conditions and updated information were evaluated and incorporated in the SWMP.

The LCSWMD reactivated the SWAC in the Spring of 2018 at the start of the planning process. This reconstituted committee, representing a wide variety of public waste and recycling industry, and environmental groups and agencies in the County, first met to discuss the SWMP on May 2, 2019 and has since met on October 24, 2019; May 7, 2020 and October 21, 2020 to provide feedback and input to the planning process. The SWAC has provided review and comment on draft plan materials, summary documents, and draft chapters of the SWMP as they were completed. Handouts and meeting notes from SWAC meetings are included in Appendix G.

B&L established and maintained a public information webpage to disseminate information on the project electronically to the SWAC and the public, and to provide information access to those who could not attend the SWAC meetings.

The draft 2021 Luzerne County SWMP was released for comments on May 22, 2020 to the SWAC members.

On May xx, 2020, the Disposal Capacity Agreements were sent to Landfills for signatures.

On June xx, 2020, the Disposal Capacity Agreements and the Transfer Station Agreements were forwarded to the County Manager for signature.

On June xx, 2020 the Draft Substantial SWMP was released, for a ninety (90) day for municipal review period begins. This includes:

- Notice in papers-twice in two consecutive weeks
- Public Comment period open
- One public hearing in that time
- Copy to DEP, County Planning Department, Municipalities, County Health Department

On August xxx, the municipal review period ended.

From September to October, 2020, final corrections and ratification’s made during 60 days, including:

- Revisions from municipalities and DEP made
- Final SWMP submitted to County Manager for final approval
- Final SWMP submitted to County Council for adoption

On November xx, 2020, County Council adopted the SWMP and the adopted plan was sent to the municipalities on November xx, 2020. Once the adopted plan is submitted to municipalities for final approval, they have ninety days (90) to act or ratify the plan. If a municipality does not act, it will be assumed to have ratified.
When more than half of the municipalities, representing one half of the population ratify the plan, the County then submitted a copy of the plan to DEP within ten (10) days of ratification for approval.

On November xx, 2020, an Ordinance Designated Processing and Disposal Facilities was submitted to County Manager for final approval.

On December xx, 2020, an Ordinance Designated Processing and Disposal Facilities was adopted by County Council.

The 2021 Luzerne County SWMP was sent to the PADEP on XXXXXXXXX, 2020 for review, comment and approval.

January 2021 - New Disposal Capacity Assurance Contract with County commence

December 2021- Plan implementing Documents executed – one (1) year from PADEP approval date
Luzerne County
Solicitation of Interest
For
Municipal Waste
Processing/Disposal Capacity and Integrated
Waste and Recyclables Management Program
Support

Prepared by:

BARTON & LOGUIDICE, D.P.C.

Prepared For
Luzerne County, Pennsylvania

August 2019
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Draft Transfer Station Agreement
Draft Municipal Waste Disposal Facility Agreement
1. Background

The Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Pennsylvania’s “Act 101”) authorizes Luzerne County (“the County”), as part of its Solid Waste Management Plan that is under development (“County Plan”), to provide capacity assurance for the processing and/or disposal of all municipal waste expected to be generated within Luzerne County for a period of at least ten (10) years, and to solicit support for administering and/or maintaining an integrated waste and recyclables management program in the County. A location map of Luzerne County is presented in Figure 1-1. A County Solid Waste Advisory Committee is guiding and overseeing the development of the County Plan.

Barton & Loguidice, D.P.C. (B&L), an engineering consulting firm is providing technical assistance with the development of the County Plan. This Solicitation of Interest (SOI) has been developed and distributed by B&L. It is anticipated that the County Plan update will be completed in 2020, subsequent to this SOI solicitation process and prior to commencement of waste disposal and support services secured through the SOI process (which is planned to begin on January 1, 2021).

Act 101 expressly authorizes a county to require that all municipal waste generated within its boundaries be processed or disposed only at a specific facility or facilities designated in the county plan (53 P.S. § 4000.303(e)). Luzerne County intends to require that all County municipal solid waste generators and transporters (for all waste categories covered by this SOI, including waste that passes through a transfer station) use only those Designated Facilities identified in the Luzerne County Plan for processing and disposal.

Act 101 requires that municipal waste plans look at ways to increase and maximize recycling, where practical, and to determine ways to make recycling programs sustainable. This goal is consistent with the County’s interest in looking at ways to identify strategies to help sustain and/or enhance current recycling opportunities in the County. This SOI incorporates a public/private cooperation initiative via this solicitation process.
Figure 1-1
Luzerne County Municipalities Map

*Municipal map obtained from geneologyinc.com
2. Purpose of the Solicitation of Interest

On behalf of Luzerne County, B&L is releasing and distributing this Solicitation of Interest to identify facilities interested in providing processing/disposal capacity for municipal waste generated within Luzerne County, and to solicit support for the administration of an integrated waste and recyclables management program, beginning in January 2021. This solicitation is for the proper documentation (by county of origin), processing and disposal of municipal solid waste (MSW), including: residential/commercial/institutional waste, construction/demolition (C&D) waste, and other “special handling wastes” which include regulated medical waste (RMW), asbestos, sewage sludge and ash, as delivered to the gate of the Respondent’s facility. This solicitation is also being conducted to identify and quantify potential support for the administration of a sustained and/or enhanced integrated waste and recyclables management program to be provided in Luzerne County, in accordance with goals and directives being identified in the ongoing planning process. An example of support is continuation of the existing public/private partnership in place with waste disposal facilities implemented through the payment of a negotiated fee per ton of Luzerne County MSW collected at the disposal facility, to the Luzerne County Solid Waste Management Department.

The purpose of the SOI process is to allow municipal waste from Luzerne County to be disposed of at one or more designated licensed/ permitted solid waste processing/ disposal facilities from January 2021 through December 2030, and to solicit and secure support for the administration of other related services. However, it is clearly stated here that Luzerne County will not guarantee municipal waste quantities to any one facility. Luzerne County intends to qualify and execute agreements with multiple facilities that meet or exceed all of the minimum qualifying criteria and that are deemed acceptable through Luzerne County’s submittal evaluation process.

Respondents to this SOI will be evaluated in accordance with criteria listed in this SOI. Those that are determined to meet or exceed the minimum requirements of this SOI will tentatively be listed (until a Service Agreement is executed) as Designated Facilities in the Luzerne County Plan. These facilities will be deemed Designated Facilities and permitted to accept MSW from Luzerne County (and may also potentially provide or otherwise support integrated services in the County through actions such as the continuation of the existing public/private partnership in place with waste disposal facilities implemented through the payment of a negotiated fee per ton of Luzerne County MSW collected at the disposal facility), upon the execution of an appropriate Service Agreement with Luzerne County for the provision of services. The format of this Service Agreement (form of Standard Agreement is included in this SOI) will be one agreement between Luzerne County and each Designated Facility, for services by the Designated Facility to Luzerne County. Respondents tentatively identified as Designated Facilities that fail to execute a Service Agreement suitable to Luzerne County (in the opinion of Luzerne County) will be removed from the list of Designated Facilities that are permitted to provide municipal waste processing/ disposal services to Luzerne County.

This process to identify and designate processing/ disposal facilities is being conducted in a fair, open, competitive and flexible manner. The SOI is being advertised publicly, and is open to submission by any
MSW processing/disposal facility that believes that it can comply with the minimum requirements of this SOI. No preference or bias will be given based on whether the facility is located in-state or out-of-state.

3. Scope of Services

The work to be performed under this proposed Service Agreement shall consist of providing municipal waste processing and/or disposal capacity assurance and, optionally, support of sustaining and/or enhancing the integrated waste and recyclables management programs for Luzerne County, in accordance with the provisions of this SOI. Each Respondent MUST: 1) indicate whether (and include ideas how) it might support this County’s integrated waste and recycling programs, and 2) confirm its willingness to enter good faith negotiations with the County to work to identify ways in which the Respondent may potentially support these integrated waste and recycling programs. To be clear, the two steps listed immediately above are mandatory components of any response to this SOI, and Luzerne County strongly encourages Respondents to support the recycling and integrated waste management programs of the County. An example of support is continuation of the existing public/private partnership in place with waste disposal facilities implemented through the payment of a negotiated fee per ton of Luzerne County MSW collected at the disposal facility, to the Luzerne County Solid Waste Management Department. However, the inclusion of support for the County’s integrated waste and recycling programs is a component of the waste services contract ultimately executed by a successful Respondent; failure to provide such requested program support in the ultimate waste services contract will not be a sole basis for excluding a facility from eligibility to become a Designated Facility in the Luzerne County Plan.

Also included in this Scope of Services is a requirement that any municipal waste transfer station proposing to accept and transfer municipal waste from Luzerne County must enter an agreement with Luzerne County, committing to 1) deliver waste from the County only to Designated Facilities listed in the Luzerne County Plan, and further, agreeing to 2) accurately track and report (to the disposal site that waste is delivered to Luzerne County) the quantities and types of municipal waste accepted and transferred from Luzerne County, by county of origin from which the transfer station receives the waste. A standard form of this Transfer Station Agreement is attached to this SOI.

Each Respondent shall be responsible for providing and maintaining a processing and/or disposal facility, and all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to process and/or dispose of municipal waste in accordance with all applicable Luzerne County, Pennsylvania Department of Environmental Protection (PADEP) and United States Environmental Protection Agency (USEPA) rules, regulations and guidelines, and all other applicable federal, state, and local rules, regulations, and guidelines, even if Respondent(s) is located outside of Pennsylvania.

4. Processing/Disposal Options

Responses to this SOI shall be as described below. Luzerne County is requesting commitments for the processing/disposal of MSW, including residential/commercial/institutional waste, construction/demolition (C&D) waste, regulated medical waste, asbestos, sewage sludge and ash generated from...
within Luzerne County. Luzerne County requires that Respondents agree to accept the types of waste listed in this paragraph that are generated by Luzerne County only at facilities approved by and under agreement with Luzerne County and listed as Designated Facilities in the Luzerne County Plan.

Each Respondent must guarantee part or all of the disposal capacity identified as needed by Luzerne County for the period that is anticipated to run from January 2021 through December 2030. If only a part of the capacity needed is being offered, the Respondent must be very specific about the portion of the capacity being provided by the facility, the types of waste disposal capacity that are being provided, and the calendar year(s) of the guaranteed disposal capacity.

Luzerne County is requesting separate price information be provided on the SOI submittal forms for normal residential/ commercial/ institutional waste, C&D waste, and “special handling” waste disposal. Price information should be presented as not-to-exceed tipping fees for each calendar year and for each type of waste accepted, on a per-ton basis. Respondents should indicate each type of municipal waste that will be accepted from Luzerne County sources at Respondent’s facility.

It is anticipated that the Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Services Agreement (Service Agreement) will be for a ten (10) year term, with anticipated initial deliveries in January 2021.

5. Processing/ Disposal Tonnages

It is estimated that Luzerne County will require total worst case disposal capacity annually for approximately 385,000 tons of municipal waste (including residential/ commercial/ institutional waste, C&D waste, recycling tonnage, regulated medical waste, asbestos, sewage sludge and ash, but excluding Luzerne County residual waste) each year, during the ten (10) year planning period. Table 1-1 presents a historic breakdown of quantities and types of waste that were generated by Luzerne County and disposed between 2014 and 2018.
Table 1-1
MSW Generated Within Luzerne County and Disposed of (Net Discards) at Disposal Facilities (2014-2018) (1)

<table>
<thead>
<tr>
<th>Year</th>
<th>Municipal Waste (tons)</th>
<th>C&amp;D Waste (tons)</th>
<th>Sewage Sludge(2) (tons)</th>
<th>Other Special Handling Waste (tons)</th>
<th>Total MSW Receipts Disposed by Luzerne County (tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>209,015</td>
<td>11,915</td>
<td>31,055</td>
<td>1,772</td>
<td>253,757</td>
</tr>
<tr>
<td>2015</td>
<td>204,564</td>
<td>15,020</td>
<td>31,275</td>
<td>2,618</td>
<td>253,477</td>
</tr>
<tr>
<td>2016</td>
<td>195,286</td>
<td>16,336</td>
<td>30,572</td>
<td>5,213</td>
<td>247,407</td>
</tr>
<tr>
<td>2017</td>
<td>209,636</td>
<td>15,831</td>
<td>30,501</td>
<td>3,474</td>
<td>259,443</td>
</tr>
<tr>
<td>2018</td>
<td>233,179</td>
<td>11,104</td>
<td>31,110</td>
<td>3,447</td>
<td>278,840</td>
</tr>
</tbody>
</table>

(2) Only landfilled sewage sludge quantities are listed.

A summary of the estimated quantities of residential/ commercial/ institutional waste, and construction/ demolition waste (C&D), excluding other municipal wastes that require “special handling” procedures and excluding residual waste, that are projected to be generated and that will require disposal from Luzerne County through the ten (10) year planning period follows in Table 1-2:
Table 1-2
Tonnages of Luzerne County MSW Requiring Disposal (2018-2030)

<table>
<thead>
<tr>
<th>Year</th>
<th>Gross County Waste Generation (before recycling, tons)</th>
<th>Estimated Luzerne County Net Waste Requiring Disposal (net discards after recycling, tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 (historical)</td>
<td>416,503</td>
<td>278,840</td>
</tr>
<tr>
<td>2019 (estimated)</td>
<td>388,596</td>
<td>236,246</td>
</tr>
<tr>
<td>2020</td>
<td>385,439</td>
<td>234,326</td>
</tr>
<tr>
<td>2021</td>
<td>384,311</td>
<td>233,641</td>
</tr>
<tr>
<td>2022</td>
<td>383,184</td>
<td>232,955</td>
</tr>
<tr>
<td>2023</td>
<td>382,056</td>
<td>232,270</td>
</tr>
<tr>
<td>2024</td>
<td>380,928</td>
<td>231,584</td>
</tr>
<tr>
<td>2025</td>
<td>379,801</td>
<td>230,899</td>
</tr>
<tr>
<td>2026</td>
<td>378,673</td>
<td>230,213</td>
</tr>
<tr>
<td>2027</td>
<td>377,545</td>
<td>229,528</td>
</tr>
<tr>
<td>2028</td>
<td>376,418</td>
<td>228,842</td>
</tr>
<tr>
<td>2029</td>
<td>375,290</td>
<td>228,156</td>
</tr>
<tr>
<td>2030</td>
<td>374,163</td>
<td>227,471</td>
</tr>
<tr>
<td><strong>Total Tons Requiring Disposal, 2021 to 2030 Planning Period</strong></td>
<td><strong>3,792,369</strong></td>
<td><strong>2,305,559</strong></td>
</tr>
</tbody>
</table>

6. Integrated Waste and Recyclables Management Program Sustainability

In addition to securing disposal capacity, the Commonwealth of Pennsylvania authorizes county waste management plans to include an integrated waste management approach, where waste and recyclables management is handled in a preferred waste management hierarchy, which first practices source reduction, then recycles and composts materials, and then recovers energy through combustion of waste at a waste-to-energy facility and/or places any remaining waste in a sanitary landfill. Such plans include provisions to address benefits to public health and safety, financial benefits to residents or local government, minimization of liability risk from improper disposal of municipal waste, and strategies to address the financial stability of current and proposed recycling programs for Luzerne County residents over the ten year planning period and beyond.
This SOI anticipates that the Luzerne County Plan under development will identify the County’s desire to implement a sustainable and/or enhanced Integrated Waste and Recyclables Management Program, which will contain specific goals and strategies to improve recycling, expand recycling opportunities in Luzerne County, educate the public on proper waste management and recycling programs, properly handle/ recycle/ dispose of certain specialty waste items, and similar measures. The provision of a sustainable and/or enhanced Integrated Waste and Recyclables Management Program in the Luzerne County Plan may require expansion of waste and recycling services currently offered in the County.

Since it is important to identify alternative methods to sustain county integrated waste and recycling services, or to support expansions of integrated waste and recyclables management programs that the Luzerne County Plan may recommend, this SOI requires Respondents to consider, explain, and be willing to further discuss, options of how they may help the County provide support for a sustainable integrated waste and recyclables management program serving Luzerne County, at least for the geographical portion of the County for which the Respondent’s disposal site also provides disposal services. An example of support is continuation of the existing public/private partnership in place with waste disposal facilities implemented through the payment of a negotiated fee per ton of Luzerne County MSW collected at the disposal facility, to the Luzerne County Solid Waste Management Department. It is anticipated that Luzerne County’s understanding of any Respondent-proposed steps to support an integrated waste and recycling program will be identified through both the mandatory responses on this topic in the Respondent’s Submission Package, as well as through possible follow-up discussions that may occur between Luzerne County and Respondent representatives during the SOI Submittal review process.

Luzerne County is encouraging proposals from Respondents who share the philosophy that the preferred waste management hierarchy is to first practice source reduction; then reuse, recycle and organically process/ compost; and then to combust waste for energy recovery or place it in a sanitary landfill.

Facilities who participate in supporting a sustainable County integrated waste and recyclables management program may recognize the following benefits to their operations:

- Increased tonnage at processing/ disposal sites by assuring proper disposal of unrecyclable waste at Designated Facilities.
- Diversion of banned materials (such as tires, mercury thermometers & thermostats and yard waste) from landfills.
- Potential reduced delivery of toxic materials to processing/ disposal sites by providing recycling opportunities for electronics, mercury thermostats & thermometers, compact fluorescent bulbs, HHW, and similar types of materials.
- Potential reduced wear on collection vehicles and increased safety for collection staff from the removal of HHW materials that can negatively react with decomposing wastes.
- Possible conservation of landfill capacity through recovery of recyclable commodities.
7. Preparation and Submission of Responses

   a) All responses must be prepared and submitted on the Submittal Forms included in this Solicitation of Interest, with supplemental pages added as needed. The completed Submittal Forms and the other documents shall be submitted as a package.

   b) All responses must be legibly typewritten. All Submittal Forms must be completed in their entirety or the response may be rejected.

   c) Except where specifically allowed in the Submittal Forms, responses should be based on the attached DRAFT Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement contained herein, should be responsive to the requirements of the SOI, and should be properly completed and signed by an authorized official or representative of the Respondent(s).

   d) All responses must include an executed Non-Collusion Affidavit and executed Disclaimer Statement as provided in this request package.

   e) Responses shall be placed in a sealed envelope, with the following label on the outside: “SOI Submittal Package, Luzerne County Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Program Support” and shall include two (2) complete original hard copy of the submission, plus one (1) complete electronic PDF copy of the submission on either a USB flash drive or a computer disk. The original copy must include original signatures of the authorized representative of the facility. Submissions should be delivered to (on behalf of Luzerne County):

   Attn: Elizabeth M. DeNardi
   Purchasing Department
   20 N. Pennsylvania Boulevard
   Wilkes Barre, PA 18702

   All submissions shall be delivered to the offices of Luzerne County Purchasing Department at the address listed above no later than 4:00p.m. local prevailing time, on Friday, August 30, 2019.

8. Requirements for Signing Submittals

   a) Any response that is not signed by the individual submitting the response must have attached thereto a power-of-attorney evidencing authority to sign the submittal in the name of the person for whom it is signed.

   b) Any response submitted on behalf of a partnership must be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, a power-of-attorney evidencing authority to sign the response executed by the partners shall be attached.

   c) Any response submitted for a corporation or other entity must include the following:
   • Designate the correct corporate or entity name;
   • Be signed by the president or other authorized officer of the corporation, or entity, and;
• If applicable, be attested to by the secretary or other authorized officer of the corporation or entity.

9. Evaluation Procedure

The information submitted in response to this Solicitation of Interest will be used to qualify the facility or facilities to provide the required processing/disposal capacity needs for County-generated municipal waste, and will be used to help identify possible optional support, such as the continuation of the existing public/private partnership in place with waste disposal facilities implemented through the payment of a negotiated fee per ton of Luzerne County MSW collected at the disposal facility, by Respondents for the sustainability and enhancement of an integrated waste and recyclables management program in the County. A primary factor in evaluating facilities is the willingness of the facility representative(s) to comply with all the terms and conditions of this SOI and the attached Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement.

B&L will initially review and evaluate each Respondent’s Submission Package and will provide recommendations to Luzerne County.

Following the initial review there may be a need for follow-up discussions with Respondents. This process may be used to further clarify proposals and finalize contract terms, including without limitation, possible terms detailing how the Respondent may be willing to support the integrated waste and recyclables programs of Luzerne County.

Luzerne County retains the right to tentatively select Designated Disposal Facilities solely based on the Consultant’s initial “Step 1” Submittal reviews and recommendations, without undertaking follow-up “Step 2” discussions with specific Respondents as further described below.

The public release or confidentiality of all data and materials submitted by Respondents is discussed in Section 11 of this SOI. SOI evaluation information and summaries generated by Luzerne County and its consultants will likely be included in the appendices to the Municipal Waste Management Plan, at Luzerne County’s sole discretion.

Respondents will be responsible for all costs of responding to this SOI, including follow-up clarifications and meetings.

Submittal Packages received will be evaluated in accordance with the following evaluation criteria:

Step 1 - Base Criteria Evaluation—These are the base evaluation criteria:
• Respondent must agree to comply with all requirements of the SOI.
• All required proposal forms and required supplemental information must be included in the Submittal Package, properly completed.
• For clarity, it is specifically noted that Respondents MUST 1) indicate in their Submittal Package whether (and include ideas how) it might support, via continuation of the existing public/private partnership in place with waste disposal facilities implemented through the payment of a negotiated fee per ton of Luzerne County MSW, this County’s integrated waste and recycling program enhancements, and 2) affirm its willingness to enter good faith negotiations with Luzerne County and its representatives, to work to identify ways in which Respondent may potentially support these enhanced integrated waste and recycling programs.

• Facility must have a current state-issued waste disposal facility permit, and must have the ability to start accepting municipal waste from Luzerne County no later than January 1, 2021.

• Facility must have an operating history that evidences continuing compliance with all federal, state and local laws and regulations, both by the operating company and by any parent company, and should not have a repeated history of violations that in the aggregate can be regarded, in the sole opinion of Luzerne County, as significant or that may inhibit the future ability of the facility to accept waste.

• Facility must guarantee, at a minimum, processing/disposal capacity for at least 10% of Luzerne County’s estimated gross MSW generation need over the ten (10) year term (i.e. a guaranteed AVAILABILITY of capacity or air space at the facility from the Respondent to accept, at a minimum, an average of at least 35,000 tons of municipal waste per year from the County over the ten year planning period); and, willingness of the Respondent to commit this capacity (with no minimum delivery guarantee) to Luzerne County through contract. Furthermore, Respondent must have currently permitted and available processing/disposal capacity to meet its minimum capacity commitments for the full ten (10) year term. Respondent may propose disposal capacity less than 10% of Luzerne County’s estimated gross MSW generation need over the ten (10) year term. Disposal capacity commitments may be used as an evaluation criteria.

• Respondent must be willing to enter a ten (10) year contract with Luzerne County to provide the processing/disposal capacity; and, to offer optional integrated waste management and recycling program support via continuation of the existing public/private partnership in place with waste disposal facilities implemented through the payment of a negotiated fee per ton of Luzerne County MSW collected at the disposal facility, to the Luzerne County Solid Waste Management Department.

• If Respondent is a transfer station handling or proposing to handle municipal waste generated from Luzerne County, it must affirm its willingness to enter an agreement with Luzerne County stating that it 1) commits to deliver waste it receives from the County only to Designated Facilities listed in the Luzerne County Plan, and 2) further, agrees to accurately track and report (to the disposal site(s) that the waste is delivered to, and to Luzerne County) the quantities and types of municipal waste accepted and transferred from Luzerne County to the disposal site(s), based on the county of origin from which the transfer station receives the waste.

**Step 2 –Follow-up Discussions/ Clarifications**—The second part of the evaluation process may be used to clarify and refine Respondents’ Submittals, and to further identify and discuss ways in which the Respondent may opt to support or enhance the sustainability of Integrated Waste and Recyclables Management Programs in Luzerne County. Luzerne County shall take into consideration factors that are
deemed to be in the best interest of the County and its residents and businesses regarding waste management and recycling in the County.

A final contract with a term beginning January 1, 2021 between the County and each successful Respondent is the objective of this SOI solicitation process. Such contracts and start dates may be contingent upon prior final Plan approval by PADEP.

Luzerne County reserves the right to enter into additional future contracts during the ten (10) year planning period with other sites or facilities meeting its criteria.

Luzerne County reserves the right to waive any and all irregularities, defects, errors or omissions in submissions, and to reject any or all Submittals in response to this SOI, if it so chooses.

10. Qualifications of the Respondents

a) Luzerne County and its consultants shall have the right to make such investigations as it deems necessary to determine the ability of the Respondent(s) to perform the services required under the Agreement. Upon request by Luzerne County, the Respondent(s) shall furnish and certify all such supporting data and information that Luzerne County may request to demonstrate the Respondent’s qualifications and capabilities to perform the required services over the full term of the Agreement, to provide further clarification to confirm Submittal details, and to allow Luzerne County to confirm responsiveness to the requirements of the SOI.

b) Respondent(s) may be required to submit financial data, technical qualifications and performance record data prior to the award of any Agreement.

11. Confidentiality

It is noted that Luzerne County is subject to Pennsylvania’s Right to Know Law (65 P.S. Section 67.101 and following). Thus, any response may be publicly disclosed.

12. Timetable

The projected timetable for conducting this solicitation process is as follows (subject to change):

- Advertisement of SOI Availability: July/August 2019
- Deadline for Requests for SOI Clarifications: August 16, 2019
- Submittal Packages Due: August 30, 2019
- Initial Response Clarifications: as needed
Evaluation of Submittals  September 2019

Follow-up Clarifications, if needed  September 2019

Designated Facility Determination (tent.)  October 2019

Execution of SOI Service Agreements  Calendar Year 2020

County Finalize and Approve County Plan  Winter 2020

Commencement of SOI Contract Services  January 1, 2021
(subject to DEP Plan approval date)

13. Inquiries

Please contact Ashley D. Duncan, P.E. of Barton and Loguidice, Luzerne County’s designated point of contact for this solicitation and the consultant working on this project, at (717) 737-8326, extension 2316; e-mail address aduncan@bartonandloguidice.com; to ask specific questions regarding this solicitation. All formal inquiries, questions and requests for clarification shall be submitted in writing to Ms. Duncan no later than August 16, 2019. Any requests for clarification requiring a formal response will be issued in the form of an addendum to this SOI, to all holders of record of the SOI documents.
SUBMITTAL FORM
SUBMITTAL FORM

FOR MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY
AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM SUPPORT

LUZERNE COUNTY, PENNSYLVANIA

Date: __________________________

To: Luzerne County
Purchasing Department
20 N. Pennsylvania Boulevard
Wilkes Barre, PA 18702
ATTN: Elizabeth DeNardi

Respondent: Company Name ________________________________
Address ________________________________________________
_________________________________________________________
City ____________________________ State ______ Zip ____________
Contact __________________________ Telephone (____) ______


This Response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false submittal. Respondent has not sought by collusion to obtain for itself or to provide to any other Respondent any advantage over any other Respondent or over Luzerne County.

If selected by Luzerne County to be listed as a Designated Facility in the Luzerne County Solid Waste Management Plan (County Plan), the undersigned Respondent agrees to execute and deliver the Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement, including the required Certificate of Insurance, to Luzerne County in accordance with all of the terms of this request.

NOTE – TRANSFER STATIONS RESPONDING TO THIS SOI ARE NOT REQUIRED TO COMPLETE AND RETURN THIS SUBMITTAL FORM. THEY ARE ONLY REQUIRED TO SUBMIT A RESPONSE LETTER IN WHICH THEY STATE THEIR COMPLIANCE WITH THE SPECIFIC TERMS OF THE SOI THAT RELATE TO MUNICIPAL WASTE
TRANSFER STATIONS, AS DETAILED IN THIS SOI AND AS CONTAINED IN THE ATTACHED DRAFT MUNICIPAL WASTE TRANSFER STATION AGREEMENT AND ALSO ATTACH A COPY OF THE FACILITY’S OPERATING PERMIT.

1. TYPES AND ESTIMATED QUANTITIES OF WASTE TO BE ACCEPTED

   a. Does this facility currently accept or intend to accept municipal waste from Luzerne County sources?
      - [ ] Currently accepts municipal waste from within the boundaries of Luzerne County

         Reported quantity received in 2018: approximately __________ tons of municipal waste

         [ ] Makes commitment to accept Luzerne County’s municipal waste for the ten (10) year term agreement

   b. Please check type of facility.
      - [ ] Landfill
      - [ ] Resource recovery facility
      - [ ] Municipal waste composting facility
      - [ ] Other (specify) ____________________________

         Facility Name _______________________________________________________________________

         Facility Location ____________________________________________________________________

         County __________________________ State __________________

         Does this facility meet all applicable federal, state and local laws, rules, regulations and guidelines, and does Respondent believe this will continue in the future?
         - [ ] Yes          - [ ] No          If no, explain:

         ___________________________________________________________________________________

   c. Specify the types and quantities of municipal waste generated in Luzerne County that will be accepted for processing or disposal during the term of the agreement specified herein.
<table>
<thead>
<tr>
<th>Waste Type</th>
<th>Will Accept</th>
<th>Allowable Daily Avg. (ADA) as per Permit</th>
<th>% of ADA Reserved for Municipal Waste Generated in Luzerne County</th>
<th>Daily Reserved Capacity (DRC)</th>
<th>Estimated Working Days per Year (EWD)</th>
<th>Annual Reserved Capacity (ARC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conventional Municipal Waste</td>
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<tr>
<td>Construction/Demolition Waste (C&amp;D)</td>
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<tr>
<td>Municipal Sewage Sludge</td>
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<tr>
<td>Regulated Medical Waste (RMW)</td>
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<tr>
<td>Other (specify)</td>
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<tr>
<td>Other (specify)**</td>
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</tbody>
</table>

* Please note “All” if there are no specified maximum limits; commitment here is for County waste
** Attach additional pages if more types of waste need to be included

d. Minimum sludge characteristics required: % Solids
   Other requirements:

   

  

e. Will bulky wastes be accepted? Yes ☐ No ☐
   If yes, specify tonnage: _______ (tons/day or tons/year)
   If yes, list types and other requirements:

   

  

f. Is Respondent willing to accept Residual Waste at its facility? Yes ☐ No ☐
   If yes, specify tonnage: _______ (tons/day or tons/year, circle one)
   If yes, list types and other requirements:

   

  

2151.001.001 / 08.19  A-17  Barton & Loguidice D.P.C.
2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with Luzerne County on the manner in which they may be able to provide support, such as the continuation of the existing public/private partnership in place with waste disposal facilities implemented through the payment of a negotiated fee per ton of Luzerne County MSW collected at the disposal facility, to the Luzerne County Solid Waste Management Department, for a sustainable and/or enhanced integrated waste and recyclables management program serving Luzerne County, at least for the service area for which the Respondent’s disposal site is also providing disposal services.

a. Does Respondent agree to indicate whether, and to include ideas (in the response area of this section of the Submittal Form, found below) how it might support an enhanced and sustainable integrated waste and recyclables management program for Luzerne County?
   - Yes
   - No

b. Does Respondent affirm its willingness to enter good faith discussions with Luzerne County to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for Luzerne County?
   - Yes
   - No

Luzerne County is looking to Respondents to help identify ways in which it may support the provision of sustainable and/or expanded programs for integrated waste and recyclables management in Luzerne County. While provision of these services is an optional component of this SOI, Luzerne County strongly recommends and requests Respondents’ support for provision of these services.

Respondents to this SOI should describe below, and as needed on additional pages to be attached to this Submittal Form, ideas on how they may be able to support, via continuation of the existing public/private partnership or other voluntary measures, the sustainability and/or enhancement and expansion of a Luzerne County Integrated Waste and Recyclables Management Program, at least for the service area for which the Respondent’s disposal site is also intending to provide disposal services. Use as many pages as necessary to demonstrate the manner of optional support for the sustainability and/or enhancement of these critical and important components of the Luzerne County Plan.
These optional ideas and concepts provided by Respondents may be further discussed and refined through the follow-up discussions and clarifications with Luzerne County as described in the SOI text.

Response: ____________________________

______________________________

______________________________

______________________________
3. PROPOSED FEE SCHEDULE FOR WASTE PROCESSING/DISPOSAL SERVICES

The proposed tipping fee schedule shall include all state and local fees as part of the Respondent’s maximum, not to exceed, per ton disposal fee provided in the following section. These fees shall be interpreted to be not-to-exceed tipping fees that the site will offer for processing/disposal of municipal solid waste, including C&D waste and various “special handling” wastes from Luzerne County. The Respondent should not include any proposed contribution to a public/private partnership via a negotiated fee as part of its maximum tipping fee in this Price Submission.
## PROCESSING/ DISPOSAL ONLY

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<tbody>
<tr>
<td></td>
<td>Price per Ton</td>
<td>Escalation Rate***</td>
<td>Price per Ton</td>
<td>Escalation Rate***</td>
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</table>

* Anticipated first year of operation under this contract is 2021.

** Please specify the adjustment in unit cost for variations in sludge characteristics (if applicable):

______________________________________________________________________________________________

______________________________________________________________________________________________

*** May be left blank if fixed price/ton information is provided for all years.
For disposal of other types of wastes listed in Section 1.c, identify the tipping fee rate structure that would be used (first year cost with escalation rates, or future year fixed costs).

<table>
<thead>
<tr>
<th>Waste Type</th>
<th>(list)</th>
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<th>(list)</th>
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<tbody>
<tr>
<td><strong>Contract Year</strong>*</td>
<td>Price/Ton</td>
<td>Escalation Rate**</td>
<td>Price/Ton</td>
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<tr>
<td>2021</td>
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</table>

* Respondent acknowledges that the costs presented above reflect 2021 as the anticipated first year of operation under the contract.
** May be left blank if fixed price/ton information is provided for all years.

Other not-to-exceed proposed rate schedules for materials from Luzerne County, such as bulky waste fees (list item and provide or attach rate structure):

__________________________________________________________________________
__________________________________________________________________________
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__________________________________________________________________________
__________________________________________________________________________
4. COMPANY EXPERIENCE AND OPERATING HISTORY

a. A general processing/ disposal facility questionnaire is included at the end of this section. For each Respondent, this questionnaire should be completely filled out and returned as part of the Submittal Package.

b. **Pending Legal/Regulatory Actions** - Provide information on past or pending lawsuits and regulatory actions against the Respondent which may have a material impact on Respondent’s ability to perform under this contract, and list any fines and/or penalties that have been imposed on Respondent by the PADEP, Federal or other State agencies on any solid waste facility that Respondent has had permitted over the past five years (attach separate sheets, if necessary).

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________


c. **Company Obligations** – List any obligations the Respondent has made which will commit processing and/or disposal capacity at the proposed site to parties other than Luzerne County. Include host community disposal obligations which may be required under 25PA Code § 272 or other State and Federal regulations (attach additional sheets, if necessary).

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________


d. **Strength of Commitments and Contingency Plans** – Provide descriptive information on the following matters (attach separate sheets or include additional documents for response).

(1) Confirmation of available capacity at a processing/ disposal facility, which currently has and will maintain, through the contract period, proper processing and/or disposal permits.

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

(2) Statement of transfer trailer accessibility to the proposed processing/ disposal facility.

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
(3) Information on financial strength of the Respondent to support the operation of the processing/disposal facility and back the obligations and commitments to Luzerne County as specified above.

(4) Position of the Respondent regarding specific reservation of air space or capacity at processing/disposal facility for duration of the contract term.

(5) Acceptance of Marcellus Shale drilling residuals and materials, and the potential impact of disposal of these residuals on the processing/disposal capacity commitments of Respondent to Luzerne County.

(6) Contingency plans (i.e. backup disposal facilities) for continued processing/disposal of waste in the event of a reduction in waste processing/disposal capacity at the proposed disposal facility. Must provide a minimum of one (1) backup disposal facility, capable of accepting an equivalent amount of waste (or more) as was committed in the minimum guaranteed tonnage commitment, earlier in this SOI. Must provide name and address of back-up facility.

(7) Ability and willingness of the Respondent to accept variations in rates of waste delivered from Luzerne County.

e. **Deviations or Exceptions to Contract Specifications** – The SOI has provided a standard agreement to each Respondent selected for negotiations. This standard agreement is intended to reduce the period for negotiations. Luzerne County does not intend to deviate from this standard agreement except as necessary to incorporate specific provisions. If this submittal is premised upon any deviation, qualification and/or exception to the standard terms and conditions of the Municipal Waste
Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement section of this Solicitation of Interest, the Respondent must detail such deviations and/or exceptions in the following section (attach separate sheets, if necessary).

f. Days and Hours of Operation (Receiving Times, under the Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement - attach additional sheets if necessary):


5. CONSIDERATION OF TERMS AND CONDITIONS OF SOLICITATION OF INTEREST

To: Luzerne County
Purchasing Department
20 N. Pennsylvania Boulevard
Wilkes Barre, PA 18702
ATTN: Elizabeth DeNardi

From: ________________________________ (Name of Firm)

____________________________ (Mailing Address)
a. The undersigned having carefully read and considered the terms and conditions of the Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement and other documents contained in the Solicitation of Interest package, and being familiar with the local conditions affecting the cost of the work, does hereby propose to furnish all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to provide municipal waste processing/disposal services in accordance with the Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement under the conditions and rates hereinafter set forth.

b. In submitting this response, it is understood that Luzerne County reserves the right to reject any or all submittals, to waive any informalities in any submittal or the solicitation process, and to negotiate any final contract provisions based on the responses submitted.

c. In submitting this response, undersigned agrees that no Price Proposal may be withdrawn for a period of twelve (12) months after the date for receipt of responses and that all Price Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by Luzerne County.

Date: ____________________________

(Name of Firm)

By: ______________________________

AFFIX CORPORATE SEAL

Title: ______________________________

ATTEST: ___________________________
LUZERNE COUNTY
MUNICIPAL WASTE MANAGEMENT PLAN
PROCESSING/DISPOSAL FACILITY QUESTIONNAIRE

A. BACKGROUND INFORMATION

1. Date: ____________________________

2. Name of Facility: ___________________________________________________________

3. Owner of Facility: __________________________________________________________

4. Type of Facility:
   Landfill _____  Resource Recovery (Waste to Energy) _____
   MSW Composting _____  C&D Processing _____
   Other (describe): __________________________________________________________

5. Address and Phone Number of Owner: _______________________________________

6. Address of Facility (if different from above): _________________________________

7. Contact Person: ____________________________ Title: __________________________
   Phone: (____) ____________

8. Person Supplying Information: ____________________________ Title: ______________
   Phone: (____) ____________

9. State where Respondent entity is formed: ____________________________________

10. Approx. Road Mileage from Facility to 200 North River Street, Wilkes Barre, PA 18711:
    ______________________________
B. PERMIT INFORMATION

Please complete the following for the portion of the site for which an approved PADEP municipal waste disposal permit or permit from state(s) outside of Pennsylvania have been obtained. For facilities other than landfills, describe the current permit conditions. Questions regarding proposed expansions are asked in a separate section of the questionnaire.

1. Permit Number ________________________________

2. Permit Site Acreage ________________ acres.
   Disposal Area ________________ acres.

3. If a Landfill, Permitted Capacity ________________ cubic yards ____________ years

4. Design Capabilities (if other than a landfill): Design Capacity ________________ tons/day
   Maximum Continuous Rating (MCR) ________________ tons/day
   Available Processing Capacity ________________ tons/day ________________ tons/year

   Please Identify:
   a. the maximum and average daily permitted quantities (in tons) of each of the listed types of waste, (if not accepted, please use N/A)
   b. the expected annual tonnage of each type of waste, and
   c. current tipping fees charged for waste deliveries (approximate, or give a range)

<table>
<thead>
<tr>
<th>Waste Type</th>
<th>Permitted Maximum Daily Tons</th>
<th>Permitted Average Daily Tons</th>
<th>Expected Annual Tons</th>
<th>Current Tipping Fee (specify per ton or cubic yard)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Waste (except for types listed below)</td>
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<tr>
<td>Construction/ Demolition Waste (C&amp;D)</td>
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<td>Sewage Sludge</td>
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<td>Regulated Medical Waste (RMW)</td>
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### Waste Type

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<tr>
<th>Waste Type</th>
<th>Permitted Maximum Daily Tons</th>
<th>Permitted Average Daily Tons</th>
<th>Expected Annual Tons</th>
<th>Current Tipping Fee (specify per ton or cubic yard)</th>
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<tr>
<td>Incinerator Ash</td>
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<td>Asbestos</td>
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<td>Other MSW (please specify)</td>
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<td>Other MSW (please specify)</td>
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<td>Residual Waste – Marcellus Residuals</td>
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<td>Residual Waste – Other</td>
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</table>

Minimum % Solids of Sewage Sludge ________________%

6. If a landfill, for the area subject to the permit, what is the estimated total available disposal capacity between January 1, 2021 and final closure (as currently permitted)?

Approximately ________ tons over ________ years, or approx. ________ cubic yards of remaining air space.

7. What is the facility’s current permitted capacity? _____________________ (CY)

C. DESCRIPTION OF FACILITY - LANDFILLS (add additional pages, if needed)

1. Please describe the design of your facility’s permitted operations.

   a. Primary Liner: (check those that apply)
   
   - [ ] Synthetic membrane Thickness = _________ mils Material __________________
   - [ ] Remolded clay Thickness = _________ inches Permeability _________ cm/sec
   - [ ] Other __________________

   b. Secondary Liner:
   
   - [ ] Synthetic membrane Thickness = _________ mils Material __________________
   - [ ] Remolded clay Thickness = _________ inches Permeability _________ cm/sec
   - [ ] Other __________________
What portions of this system are currently in place?

____________________________________________________________________________

____________________________________________________________________________


2. Leachate collection and treatment method currently permitted and in operation.

____________________________________________________________________________

____________________________________________________________________________


3. Please list any current or expected site access restrictions to transfer trailers or other vehicles (bridges, road limitations, grade, etc.).

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________


4. Do you provide any processing or other handling of recyclables at your facility? If yes, please explain.

If yes, what is your current contamination rate for recyclables collected? (If it varies by stream, please include average contamination rate across all streams collected)

____________________________________________________________________________


If no, what plans do you have to add recyclables handling and processing at your facility?

____________________________________________________________________________

____________________________________________________________________________


5. Describe your facility’s acceptance of Marcellus Shale drilling mud and other residuals and materials. Estimate the tons or quantity of Marcellus residuals accepted, and also as a percentage of total waste input at the facility. Also, describe the expected increase in acceptance of these materials in the future (next 5-10 years), and how you feel this will impact your ability to accept MSW and honor commitments to dispose of MSW and special handling municipal waste at your facility from Luzerne County.

____________________________________________________________________________

____________________________________________________________________________
6. List the types of recyclable materials collected at your facility and associated marketing arrangements, contracts, or end users.

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

D. DESCRIPTION OF FACILITY - OTHER THAN LANDFILLS
(add additional pages, if needed)

1. Briefly describe the current materials receiving and handling procedures at facility.

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

2. Please describe the facility’s current air pollution control methods.

☐ CEMS    ☐ fabric filter/baghouse    ☐ dry scrubber    ☐ wet scrubber
☐ Electrostatic precipitator, number of fields = ____________
☐ Other:_________________________________________________________________

Odor Control: ☐ chemical scrubber    ☐ biofilter    ☐ other: __________________

3. Do you plan to change or add to your air pollution control practices? If so, please describe.

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

4. Please describe the current bypass waste disposal practices. Indicate whether there are firm agreements with the disposal facility for receipt of this material. Also, indicate the percent, by weight, of incoming waste that is bypassed.

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________
5. Please describe plans for future bypass waste disposal practices.

6. Please describe current residue treatment and disposal practices. Indicate agreements that are in place or anticipated for ash disposal. Also, indicate (for resource recovery facilities) the estimated quantity of fly ash and bottom ash as percent, by weight, of waste throughput (excluding bypass).

7. Please describe plans for future residue treatment and disposal practices, if different from above.

8. Do you provide any processing or other handling of recyclables at your facility? If yes, please explain

    If yes, what is your current contamination rate for recyclables collected? (If it varies by stream, please include average contamination rate across all streams collected)

    If no, what plans do you have to add recyclables handling and processing at your facility?

9. Describe the quantity and types of recovered products (e.g. energy, compost, metals, wood products/organics) from your facility and associated marketing arrangements or contracts.
10. Has the Owner/Operator submitted or prepared to submit an application for a municipal waste permit modification?

☐ Yes  ☐ No

If yes, indicate the significant changes from the current permit. ______________________________

________________________________________

________________________________________

11. Please summarize any plans to expand facility capacity and any other plans for significant changes not described elsewhere in this questionnaire.

________________________________________

________________________________________

________________________________________

12. Describe any other pertinent information on the facility or its operations.

________________________________________

________________________________________

________________________________________

E. EXPANSION PLANS

Please summarize your expansion plans in narrative form. Indicate status of design and permit requirements, and expected date of initial operation of expansion (attach response on separate sheet, if necessary).

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________
1. Expected Waste Types

<table>
<thead>
<tr>
<th>Expected Waste Types</th>
<th>Estimated Annual Quantity to be Processed or Disposed (specify tons or cubic yards)</th>
<th>Percent of Total Quantity</th>
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</thead>
<tbody>
<tr>
<td>Municipal Waste (except for types listed below)</td>
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<tr>
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<td>Other (please specify)</td>
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<td>Other (please specify)</td>
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<td>Residual Waste</td>
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</tbody>
</table>

2. Additional Capacity Plans

   a. If Landfill:
      1. Expected Total Capacity (tons or cubic yards) ________________________________
      2. Expected Lifetime (yrs.) ________________________________________________

   b. If Other Than Landfill:
      1. Design Capacity ____________________________ tons/day
      2. MCR Rating _________________________________ tons/day
      3. Available Processing Capacity ____________ tons/day ________ tons/year

   c. Expected Start of Expansion Development ______________________________________

   d. Start of Operations Date ____________________________________________________
NON-COLLUSION AFFIDAVIT

STATE OF ____________________________:
COUNTY OF __________________________:

I state that I am ___________________________ of ___________________________ (Name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for providing the pricing information and the reserved tonnages included in this response.

I state that:

1. The price(s) and tonnages contained in this response have been arrived at independently and without consultation, communication or agreement with any other contractor, Respondent or potential Respondent.

2. Neither the price(s) nor the tonnages contained in this response, and neither the approximate price(s) nor approximate tonnages in this response, have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before the Submission due date and time, and opening of the Submission by Luzerne County’s Consultant.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding to this Solicitation of Interest, or to submit a response higher than this response, or to submit any intentionally high or noncompetitive response or other form of complementary response.

4. The response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

5. ___________________________ (Name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows (attach additional pages if necessary):

________________________________________
________________________________________
________________________________________
________________________________________
________________________________________
I state that ____________________________ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Luzerne County and its consultants in recommending the award of service agreements for which this Response is submitted, on behalf of Luzerne County. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Luzerne County of the true facts relating to the submission of Responses for this contract. I understand and my firm understands that any fraudulent concealment will allow Luzerne County to pursue all applicable remedies at law or equity including, but not limited to, the right to reject this Response.

Sworn to and Subscribed before me

______________________________
Name

This _______ day of ___________, 20__.

______________________________
Company Position

______________________________ (Notary Public)

My Commission Expires: __________________________
DISCLAIMER STATEMENT

The Consultant that represents Luzerne County has prepared the information contained in this Solicitation of Interest (SOI) from information received by them, and such information is believed to be accurate and reliable. However, by its receipt of this SOI, the party whose name appears below releases and forever discharges the County and all others employed by and/or representing Luzerne County and associated with this project, from any and all claims which such person(s) has, have or may hereafter have arising out of any information contained in this SOI. Any party who intends to submit a response to this SOI is specifically invited to independently verify the accuracy of the information contained herein.

________________________________
Name of Organization

________________________________
Name

________________________________
Title

________________________________
Date
DRAFT AGREEMENTS
THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT (“Agreement”) is made this    day of    , 20   , by and between Luzerne County, Pennsylvania (“The County”), a county organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business at its county seat, hereinafter “Luzerne County,” and ___ _______________ (“Operator”).

BACKGROUND
The Municipal Waste Planning, Recycling and Waste Reduction Act (“Act 101”) requires The County, as part of its Municipal Waste Management Plan (“Luzerne County Plan”), to provide capacity assurance for the processing and/or disposal of all municipal waste expected to be generated within Luzerne County for a period of at least ten (10) years. On behalf of Luzerne County, Barton & Loguidice, D.P.C. (B&L) has issued a Solicitation of Interest (SOI) to solicit responses from interested parties to negotiate an agreement to provide capacity for processing/disposal of all or a portion of municipal waste generated by Luzerne County, as well as potentially supporting the enhancement and sustainability of integrated waste and recyclables management services for up to a ten (10) year period, beginning in 2021. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator’s proposal was accepted by Luzerne County. This Agreement provides the terms and conditions under which the Operator will provide processing/disposal capacity and other potential services and support for the benefit of Luzerne County.

NOW, THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree as follows:

Article 1. General Definitions and Terms
1.1 Definitions
Unless the context clearly indicates otherwise, the following words and terms, as used in this Agreement, shall have the following meanings:

Acceptable Waste. Municipal waste and all other wastes the Operator’s Facility is permitted to accept under applicable laws and regulations.


Agreement. The Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement between Luzerne County and the Operator’s Facility, as amended, supplemented or extended.

Alternative Facility. Any duly licensed or permitted facility designated by the Operator to accept Luzerne County-generated acceptable wastes during temporary or protracted cessation of operation at the Operator’s Facility.

Commercial Establishment. An establishment engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.
Construction/Demolition Waste or C&D Waste. Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete. The term does not include the following if they are separate from other waste and are used as clean fill: (i) uncontaminated soil, rock, stone, gravel, brick and block, concrete and used asphalt; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

Department or DEP. The Pennsylvania Department of Environmental Protection (DEP).

Facility. Processing and/or disposal facilities, including but not limited to municipal waste, construction/demolition and residual waste landfills, and resource recovery facilities that are fully permitted and licensed for the processing/disposition of municipal waste (as defined herein), and/or residual waste.

Hazardous Waste. A waste or combination of wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as hazardous by any federal or state statute or regulation.

Industrial Establishment. An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Establishment. An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools and universities.

Leaf and Yard Waste. Leaves, garden residues, shrubbery and tree trimmings, and similar material, including grass clippings.

Municipal Waste. Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility.

Municipality. Any city, borough, incorporated town, township or county, or any municipal authority created by any of the foregoing.

Luzerne County. Luzerne County, Pennsylvania.

Operator. _______________ or any permitted successors, assigns, or affiliates.

Operator’s Facility. The Operator’s permitted facility that is offered to provide processing and/or disposal services under this Agreement, located in _______________ (Township/Borough/City), _______________ County, Pennsylvania, or in _______________ (other state).

Parent. Any corporation, now or at any time or times hereafter, owning or controlling (alone or with any other person) at least a majority of the issued and outstanding capital stock of the Operator.
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MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

Permit. A permit issued by DEP, or a permit and/or license issued by another state’s regulatory agency, as required, to operate a municipal waste disposal or processing facility.

Person. Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

Plan. The Luzerne County Municipal Solid Waste Management Plan being prepared by or on behalf of Luzerne County, and approved or to be submitted for approval to DEP pursuant to Act 101.

Residual Waste. Any garbage, refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations; and sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.

Resource Recovery Facility. A facility that provides for the extraction and utilization of materials or energy from municipal waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from municipal waste, a combustion facility that converts the organic fraction of municipal waste to usable energy, and any chemical or biological process that converts municipal waste into a fuel product or other usable material. The term does not include methane gas extraction from a municipal waste landfill, nor any separation and collection center, drop-off point or collection center for recycling municipal waste, or any source separation or collection center for composting leaf and yard waste.

Tipping Fee. The schedule of fees established by the owner or operator of a facility for accepting various types of solid waste for processing or disposal.

Ton. Two thousand (2,000) pounds.

Transfer Station. A facility which receives and processes or temporarily stores municipal or residual waste at a location other than the generation site, and which facilitates the transportation or transfer of municipal or residual waste to a processing or disposal facility. The term includes a facility that uses a method or technology to convert part or all of the waste materials for offsite reuse. The term does not include a collecting or processing center that is only for source separated recyclable materials, including clear glass, colored glass, aluminum, steel and bimetallic cans, high grade office paper, newsprint, corrugated paper and plastics.

Unacceptable Waste. Any material that by reason of its composition, characteristics or quantity, is ineligible for disposal at the Operator’s Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C., the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state or local law, or any other material that the Operator concludes would present an endangerment to the Operator’s Facility, the public health or safety, or the environment.

Waste Hauler. Anyone engaged in the business of collecting and transporting solid waste and/or recyclables.

1.2 Other Words, Terms, Phrases
Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore, if any, in Act 101 or the Pennsylvania Solid Waste Management Act or the regulations promulgated thereunder.
Article 2. Representations

2.1 Representations of Luzerne County

Luzerne County represents and warrants that:

(a) Luzerne County, a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, has agreed to plan and implement solid waste management and recycling measures through an Act 101 Municipal Waste Management Planning process.

(b) Luzerne County has the full power, authority and legal right to enter into and perform this Agreement and all other agreements or instruments which they may enter into under any provision of this Agreement.

(c) This Agreement and each other agreement or instrument entered into by Luzerne County pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the county and will constitute a legal, valid and binding obligation of the county.

(d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of Luzerne County, threatened against or adversely affecting the ability of Luzerne County to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to Luzerne County that:

(a) It is the owner and operator of the Operator’s Facility and is permitted as such by DEP or the appropriate state regulatory agency.

(b) It is a corporation duly organized and existing in good standing under the laws of _________ and has the corporate power and authority to enter into and perform its obligations under this Agreement and each other agreement or instrument entered into or to be entered into under any provision of this Agreement.

(c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.

(d) This Agreement and each other agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by and delivered by the Operator, and will constitute a legal, valid and binding obligation.

(e) The execution, delivery, and performance hereof by the Operator: (i) has the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulation applicable to the Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Operator under any agreement or instrument to which the Operator is party or by which the Operator or its assets may be bound or affected.

(f) This Agreement has been duly authorized, executed and delivered by the Operator, and constitutes a legal, valid and binding obligation of the Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency,
reorganization, moratorium or similar laws affecting the enforcement of creditor’s rights generally, or by general equitable principles concerning remedies.

(g) There is no litigation or proceeding pending or, to the knowledge of the Operator, threatened against or affecting the Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Operator to perform its obligation under this Agreement.

(h) Except as disclosed on the Submittal Form for Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Program Support services contained in Luzerne County’s Solicitation of Interest, attached hereto and incorporated herein by reference, the Operator is not a subsidiary of any parent.

2.3 Parent Guarantee

If and to the extent that the Operator is a subsidiary of a parent, the Operator agrees to cause such parent to execute and deliver to Luzerne County a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to Luzerne County.

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator’s Covenants and this Agreement, Luzerne County hereby agrees to include the Operator’s Facility in its Plan as a designated processing/disposal facility for municipal waste generated in Luzerne County. The Operator acknowledges that this Agreement is nonexclusive and Luzerne County may enter into agreements with other facilities to perform the same work and services that the Operator is contracted to perform hereunder. Nothing contained in this Agreement is meant to imply or explicitly intend to create a “put or pay” (as that phrase has generally been understood in the solid waste disposal industry) or similarly obligatory relationship between Luzerne County and the Operator and at no time during the term of this Agreement shall Luzerne County be obligated to deliver and dispose of acceptable waste at the Operator’s Facility.

Article 3. Delivery and Disposal of Acceptable Waste

3.1 Delivery and Disposal of Acceptable Waste

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in the Submittal Form for Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Program Support services:

(a) Luzerne County may, at its option, cause to be delivered to the Operator’s Facility during the receiving times all, part or none of the Acceptable Waste generated in Luzerne County.

(b) The Operator shall provide processing and/or disposal capacity as may be needed by Luzerne County for all Acceptable Waste generated within the geographic boundaries of Luzerne County and that Luzerne County or any waste hauler may cause to be delivered to the Operator’s Facility. This may include delivery of Acceptable Waste on an occasional basis by individual Luzerne County residents in small vehicles, if allowed at the Operator’s Facility.
The Operator and Luzerne County shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

(c) The Operator agrees that it is reasonable to expect that, on average, waste haulers will not be required to wait more than twenty (20) minutes at the Operator’s Facility before being able to unload.

(d) The Operator shall not give preference to vehicles owned or operated by the Operator or its affiliates or by any other person.

Article 4. Conditions for the Delivery and Disposal of Waste

4.1 Control Procedures/Weighing of Waste Deliveries

(a) The Operator shall be required to maintain a scale that conforms to the Pennsylvania Consolidated Weights and Measures Act, 3 Pa.C.S.A. Section 4101 et. seq, or the equivalent if the Operator is a jurisdiction other than Pennsylvania, to weigh all incoming waste. Vehicles of Luzerne County’s waste haulers and occasional Luzerne County individual residents delivering municipal waste from Luzerne County sources to the Operator’s Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, county of origin (including split counties of origin, as appropriate), and weight of all waste prior to disposal at the Operator’s Facility.

(b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. Luzerne County or waste haulers may at all times have access to the scale accuracy records of the Operator. If the scale is inoperable for any reason, the waste haulers may use another certified scale of their choice, or the Operator may direct vehicles to another certified scale closest to the Operator’s Facility. If none are available, estimated weights based on historic data pertinent to the affected waste haulers shall take the place of actual weighing during the scale outage. The Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the waste haulers, and the Operator shall use this information to invoice the waste haulers for disposal at the Operator’s Facility.

(c) Operator shall at all times have an approved radioactive materials screening and monitoring system in effect, and shall employ an approved Radiation Protection Action Plan (RPAP) approved by the Department or, if the Operator is in a jurisdiction other than Pennsylvania, as required by the Operator’s jurisdiction. The identification and handling of radioactive materials identified by such system shall be handled in accordance with the RPAP and applicable regulatory requirements.

4.2 Receiving Time/Hours of Operation

(a) The Operator’s Facility shall be available to receive waste during the receiving times specified in the Submittal Form for Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Support services, attached hereto and incorporated herein by reference.
(b) If Luzerne County or a waste hauler requests and the Operator agrees, a waste hauler may deliver waste at times in addition to the specified receiving times at a cost which may exceed the fees specified herein.

(c) Upon request by Luzerne County, the Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

4.3 Right to Refuse Delivery

(a) Except as noted in Article 4.2, the Operator may refuse waste delivered at hours other than the specified receiving times.

(b) The Operator shall have the right and discretion to inspect any load entering the Operator’s Facility and may refuse: (i) waste for which specific regulatory agency approval is required when approval has not been obtained prior to delivery; (ii) loads containing significant amounts of Hazardous Waste, (iii) loads containing significant amounts of Unacceptable Waste. The Operator may refuse delivery of the entire load or only the portion that contains the unacceptable materials. The Operator shall notify waste haulers prior to initial waste delivery of the Operator’s waste monitoring program and expected procedures and responsibilities under such program.

(c) The Operator’s Facility may not reject a load of Acceptable Waste from Luzerne County for any reason except those listed in Article 4.3 (a) and (b). Reaching the average daily permitted capacity may not be used as a basis for rejecting Luzerne County-generated loads of Acceptable Waste.

4.4 Complaints

The Operator shall receive and respond to all complaints from waste haulers regarding the acceptance of waste materials at the Operator’s Facility. Any complaints received by Luzerne County will be directed to the Operator. In the event the Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, Luzerne County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

4.5 Title to Municipal or Residual Waste

Except in the case where Hazardous Waste or Unacceptable Waste are delivered to the Operator’s Facility, title to the Municipal Waste and Residual Waste shall pass to the Operator upon delivery to the Operator’s Facility and acceptance of such waste by the Operator.

4.6 Permits

The Operator shall be responsible for obtaining any and all permits necessary for the construction and operation of the Operator’s Facility required to comply with the terms and conditions of this Agreement, and any and all costs or expenses of obtaining such permits.
The Operator’s failure to obtain and maintain permits shall constitute a default under this Agreement.

Article 5. Reservation of Minimum Capacity

(a) During the term of this Agreement, the Operator agrees that it will reserve on a daily basis from year to year capacity for disposal at the Landfill of municipal waste originating from sources located in Luzerne County in the minimum volumes and tonnages set forth in Appendix A to this Agreement. Unless released from its commitment as authorized by Article 5(c), at any time during each calendar year the Operator shall maintain the reserved capacities set forth in Appendix A, calculated by multiplying the number of working days remaining in the year times the Daily Reserved Capacity for that year.

Operator also agrees to commit to Luzerne County, on a daily basis for those days when Operator exceeds its allowable daily average, an additional volume equal to the percentages set forth in Appendix A times the difference between Operator’s maximum allowable daily volume and its allowable daily average.

The values of maximum allowable daily volume and allowable daily average are as given in the Permit which is attached hereto as Appendix B.

(b) The Operator at any time may request that Luzerne County release it from its commitment to provide all or part of the reserved capacity required by Article 4(a) of this Agreement for a particular calendar year. Such request shall be in writing and shall set forth the basis for the request. Luzerne County shall in good faith review Operator’s request, based on an analysis of data generated by Luzerne County or provided to the County by the Operator and other municipal waste landfill operators, and make a determination within ten (10) business days of receipt of the request. If Luzerne County reasonably determines that the Operator can be released from all or part of its obligation under Article 4(a) without jeopardizing the ability of Luzerne County to ensure sufficient disposal capacity for municipal waste estimated to be generated during that particular calendar year, it shall grant the Operator’s request. Luzerne County’s decision shall be in writing and mailed to the Operator.

The Operator may dispute Luzerne County’s decision by giving to County a written request for arbitration within five (5) working days of receipt of the decision. The arbitration shall be conducted in accordance with the provisions and rules of the American Arbitration Association. The sole issue to be arbitrated is whether the requested release can be granted without jeopardizing the ability of Luzerne County to ensure sufficient disposal capacity for municipal waste generated in Luzerne County for that year. Any decision of the arbitrator shall be final and binding on both parties.

(c) Luzerne County is not obligated by the terms of this Agreement to guarantee the delivery to the Landfill of any minimum quantities of municipal waste.

(d) If emergency or other situations beyond the Operator’s control necessitate the temporary suspension of the handling of solid waste at the Disposal Facility and the Operator wishes to temporarily use another Disposal Facility(ies) owned by the Operator but not specifically designated in Luzerne County’s Plan, the Operator may request that Luzerne County approve the temporary use of such other Disposal Facility(ies) as are listed in Appendix C.
Luzerne County in its sole discretion shall determine whether to approve the Operator's request. Luzerne County’s decision shall be based on the reason for the request, the location of the alternate landfill(s), the length of time that the alternate landfill(s) is to be used, status of the permit for the alternate landfill and such other factors as Luzerne County may reasonably deem to be appropriate. Diversion of solid waste to an alternate site in order to prevent the Landfill from exceeding its allowable daily intake shall not be reason for approval of use of an alternate site.

Luzerne County shall not be liable for any costs associated with use of the alternate site(s). Should use of an alternate site(s) be approved, the Negotiated Fee cited in Article 7.2 shall be based on the total amount of waste disposed at the Landfill and at the alternate site(s) used.

Article 6. Recordkeeping and Reporting Requirements

The Operator shall establish and maintain a system to provide storage and ready retrieval of the Operator’s Facility operating data pertinent to this Agreement, including, but not limited to, all information necessary to verify calculations made pursuant to its fee schedule.

6.1 Basic Reporting Requirements
On or before the 20th day of April, July, October and January, the Operator shall submit to the County a quarterly statement setting forth the following information:

1. A statement that the Operator’s Permit for the Disposal Facility under the Solid Waste Management Act (if in Pennsylvania, or similar appropriate legislation in other states) has not been revoked or suspended, and that the Operator is in substantial compliance with all the terms and conditions of its permit, and the provisions of all applicable Federal, Department and County regulations.

2. The actual quantity and types of waste generated in Luzerne County and delivered to the Operator’s Facility by waste haulers and occasional individual Luzerne County residents, along with any fees due to Luzerne County from the Operator. These reports shall include the totals by month for each type of waste and names of waste haulers delivering loads of County generated waste.

The requirements of this subsection may be met by the submission of copies of reports that have been submitted to the Department or the County pursuant to law, if such reports include the information required hereby. All reports should be sent to: Luzerne County, Department of Public Works, ATTN: Beth DeNardi, 200 North River Street, Wilkes-Barre, PA 18711-1001.

6.2 Special Reporting Requirements
The Operator shall provide written notice to Luzerne County of any permit modification and applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii)
changes in permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; (iv) changes in materials accepted, or; (v) changes in ownership.

6.3 **Administrative Inspections**

Upon reasonable notice and during regular business hours, Luzerne County and its authorized representatives shall have access to the Operator’s records pertaining to the quantities and sources of Luzerne County-generated municipal waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

**Article 7. Tipping Fees and Other Charges**

7.1 **Tipping Fees**

(a) The Operator shall not charge a tipping fee to any Luzerne County waste hauler or occasional individual Luzerne County resident that exceeds the maximum rates for a given calendar year established by this Agreement for each type of waste. Nothing in this Agreement shall prevent the Operator from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Agreement. All rates shall, however, include the following fees: (i) Act 101 host municipality fee plus any additional fee negotiated by the host municipality; (ii) other Act 101 mandated fees; (iii) any Growing Greener or other state fees, and; (iv) any negotiated Luzerne County fees.

(b) Luzerne County shall not be responsible for the direct payment of tipping fees to the Operator under the Agreement. All tipping fees shall be paid directly by the waste haulers that deliver the waste to the Operator’s Facility. The Operator shall be responsible for the billing and collection of all tipping fees.

(c) Unless Luzerne County and the Operator mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Agreement.

7.2 **Host County Benefit/Recycling Sustainability Fee**

Beginning January 1, 2021, the Operator of ________________ Disposal Facility (located within Luzerne County) will pay to the County a **Host County Benefit Fee** of the following amount: **$XX per ton**. The total fee will be based on the number of tons of municipal waste accepted for disposal at the aforementioned Disposal Facility from Counties other than Luzerne County.

Beginning January 1, 2021, the Operator of ________________ Disposal Facility (located within or outside of Luzerne County) has agreed to pay to the County a **Negotiated Fee** of the following amount (said fee having been negotiated by and mutually agreed upon between the County and the Disposal Facility respondents to the SOI at the waste disposal facility meeting): **$XX per ton**. That fee will continue to be paid through December 31, 2030, being the end of the ten (10) year agreement, and any extension hereof, unless this agreement is terminated in accordance with the terms set forth herein. The total fee will be based on the number of tons of municipal waste originating in the County and disposed of at the Disposal Facility.
The above referenced fee shall be paid quarterly with the report required under Section 6.1 hereof. The Operator shall be responsible for billing and collection of all disposal fees and/or recycling sustainability fees. No disposal or recycling sustainability fees shall be paid by the County.

The County also reserves the right to modify the negotiated fees to reflect any legislation that may be enacted in the future.

The Operator may reserve the right to lower the rate remitted for the Negotiated Fee, should there be a change in Pennsylvania law that establishes a County’s right to assess fees on solid waste, and the maximum fee permitted by Pennsylvania law is lower than the County’s Negotiated Fee. The Operator will then reduce the tipping fee charged to County haulers by a rate equivalent to amount, equal to, the difference between the County’s current Negotiated Fee and the lesser rate established by Pennsylvania law.

The Operator may reserve the right to stop remitting to the County the Negotiated Fee should a Pennsylvania state or federal court determine that such fees, even if assessed through a contract agreement, are legally invalid. The Operator will then reduce the tipping fee charged to County haulers by an amount equivalent to the Negotiated Fee which is no longer being remitted to the County.

The funds generated by this fee will be solely used for funding County municipal waste management activities including, administrative costs and expenses incurred by the County municipal waste management implementing entity, recycling initiatives and special waste collection programs, in addition to offering incentives to local government by way of program reimbursements.

Article 8. Insurance

(a) The Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverage consistent with all current DEP regulations. Luzerne County and Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement; to the extent such loss or damage is recovered under insurance policies.

(b) Luzerne County shall be designated as additional insured under all required insurance policies and shall be provided with copies and certificates of said insurance policies. Each such insurance policy shall provide the County with a thirty (30) day notice of cancellation.
Article 9. Indemnification

9.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the Luzerne County, its officers, members, employees, agents, contractors and subcontractors (Luzerne County indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys’ fees, and shall defend Luzerne County-indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property arising out of:

(a) any act or omission of Operator or its successors or assigns, or any of its officers, agents, employees, contractors or subcontractors in connection with Operator obligations or rights under this Agreement; and

(b) the construction, operation, closure and post-closure care and maintenance of the Operator’s Facility.

The Operator shall not be liable or required to indemnify or reimburse a Luzerne County-indemnified party for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys’ fees arising out of the award of this Agreement or damages directly attributable to the act or omission of a Luzerne County-indemnified party.

9.2 Cooperation Regarding Claims

If either party shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by a party, such party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve a party of any obligation of indemnification it may have under Article 8.1 unless such failure shall materially diminish the ability of the other party to respond to, or to defend the party failing to give such notice against such claim, demand, action, suit or proceeding. The parties shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit or proceeding and, in the case of a claim for indemnification pursuant to Article 8.1, the Operator shall, upon acknowledgment in writing of its obligation to indemnify Luzerne County, be entitled to cooperate with Luzerne County with respect to the defense. With the written consent of Luzerne County, the Operator may assume the defense or represent the interests of Luzerne County with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of Luzerne County and to propose, accept or reject offers of settlement.

Article 10. Disputes, Defaults and Remedies

10.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between Luzerne County and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and Luzerne County shall undertake in good faith to resolve the dispute. If
the parties cannot resolve the dispute, the parties agree that the venue for the resolution of any disputes shall be either the Court of Common Pleas of Luzerne County, Pennsylvania or the Federal District Court for the Western District of Pennsylvania.

10.2 Events of Default by Luzerne County

The persistent or repeated failure or refusal by Luzerne County to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by Luzerne County hereunder, provided, however, that no such failure or refusal shall constitute an event of default unless and until:

(a) The Operator shall have given written notice to Luzerne County stating that in its opinion a particular default or defaults (to be described in reasonable detail in such notice) exists which will, unless corrected, constitute a material breach of this Agreement on the part of Luzerne County; and

(b) Luzerne County shall have failed to cure such default within thirty (30) days from its receipt of the written notice given pursuant to Article 9.2 (a) above, provided that if Luzerne County shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, Luzerne County’s failure to complete its cure of the indicated default shall not constitute an event of default for as long as Luzerne County is continuing to take reasonable steps to cure such default within the earliest practicable time.

10.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from Luzerne County or its waste haulers or occasional individual Luzerne County residents delivered to the Operator’s Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement.

10.4 Force Majeure

Neither the Operator nor Luzerne County shall be liable for the failure to perform their duties and obligations under the Agreement if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the Operator or Luzerne County and which the Operator or Luzerne County was unable to avoid by exercise of reasonable diligence. Documentation of the event that caused the Operator to be unable to meet its obligation hereunder must be submitted to Luzerne County within ten (10) working days after the occurrence of the event.

10.5 Waivers

A waiver by either Luzerne County or Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective
performance. To be effective, a waiver must be in writing and signed by the party granting such waiver.

**Article 11. Term and Termination**

11.1 **Effective Date**

This Agreement shall become effective on January 1, 2021 or, if later, the date that DEP approves the County Plan. The Operator shall begin to accept waste deliveries from Luzerne County sources under the terms and conditions of this Agreement on this date.

11.2 **Term of Agreement**

The term of this Agreement shall commence on the effective date, and the total length of the Agreement shall be for up to ten (10) years, unless further extended upon mutual agreement of all parties. The Agreement shall be separated into two equal terms. The initial term of the Agreement shall be for five (5) years, commencing on the effective date, with an option to renew the Agreement for an additional term of five (5) years. The Agreement shall automatically renew at the end of the first term (five (5) years from the effective date), unless Luzerne County has exercised its right to terminate the Agreement or agreed to an alternate Agreement period, by submitting this information to the Operator in writing no less than 30 days prior to the end of the first term. Luzerne County shall have the sole discretion to exercise its right to renew the Agreement at the initial term’s expiration date.

11.3 **Effect of Termination**

Upon the termination of this Agreement, the obligations of Luzerne County and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of Luzerne County or Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

**Article 12. Miscellaneous**

12.1 **Assignment**

(a) This Agreement may not be assigned by either Luzerne County or the Operator or its rights sold by Operator except with the written consent of Luzerne County or Operator or as further provided in this Article. Luzerne County may, however, contract with a third party or parties for the collection, transportation, processing and disposal of waste, and such contracting will not be interpreted as an assignment of this Agreement. Further, any municipality within the political boundaries of Luzerne County and/or any waste hauler may avail itself of the rights of Luzerne County under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of Luzerne County in this Agreement. The Operator shall not assign this Agreement except to a licensed and permitted successor to the Operator capable of performing all covenants of
this Agreement and with ninety (90) days prior written notice to Luzerne County and the written consent of Luzerne County.

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of capacity and services under this agreement. The assignment or delegation of any Agreement duties will not relieve the Operator or its surety of any liability and/or obligation to perform.

12.2 Notices

All notices, demands, requests and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized carrier service, or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

Luzerne County: Luzerne County Solid Waste Management Department
ATTN: Beth DeNardi
200 North River Street
Wilkes-Barre, PA 18711-1001

Operator: TBD

Either Luzerne County or Operator may, as specified above, designate any additional or different addresses to which subsequent notices shall be sent.

12.3 Entire Agreement/Modifications

The provisions of this Agreement, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement between Luzerne County and the Operator, superseding all prior disposal capacity Agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. Luzerne County and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

12.4 Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, Luzerne County and Operator shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such
determination, implement and give effect to the intentions of Luzerne County and Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

12.5 Change of Ownership
In the event of any change of control or ownership of the Operator’s Facility, Luzerne County may, at its option, determine that the new ownership can adequately and faithfully perform the duties and obligations of the Agreement for the remaining term of the Agreement, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Agreement and release the former ownership of all obligations and liabilities.

12.6 Governing Law
This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania. The Operator shall conduct the services provided for in this Agreement in compliance with all applicable federal and state laws and regulations.

12.7 Joint and Severable Liability
If the Operator is comprised of more than one individual, corporation or other entity, each of the entities comprising the Operator shall be jointly and severally liable.

12.8 Counterparts
This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

12.9 No Co-Partnership or Agency
It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to in any respect create or establish the relationship of co-partners between Luzerne County and the Operator, or as constituting the Operator the general representative or general agent of Luzerne County for any purpose whatsoever.

12.10 Section Headings/References
The section headings and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections of this Agreement.
12.11 Conventions

In this Agreement:

(a) the singular includes the plural and the plural the singular;
(b) words importing any gender include the other gender;
(c) references to statutes are construed as including all statutory provisions consolidating, amending or replacing the statute referred to;
(d) references to writing include printing, typing, lithography and other means of reproducing words in a visible form;
(e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
(f) references to persons include their permitted successors and assigns; and
(g) the term including shall mean including without limitation.

12.12 Nondiscrimination

Neither the Operator nor any subcontractor nor any person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin, ancestry, disability, sexual orientation, or union membership.

12.13 Plan Amendments

Nothing herein shall be deemed to restrict the County’s right to submit an amendment of its Plan to the Department for approval. If for any reason the Disposal Facility is deleted from the approved Plan, the Disposal Facility’s commitment to maintain the reserved capacities set forth in Appendix A will likewise be released.

Article 13. Integrated Waste and Recyclables Management Program Support

13.1 Minimum Processing/Disposal Capacity Donation for Non-Profit Activities

The operator commits to providing Luzerne County the following tonnage of free disposal capacity for non-profit cleanups and illegal dump cleanups. The County will coordinate the use of the donated tonnage directly with the disposal facility.

TBD
IN WITNESS WHEREOF, the parties have caused this Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement to be executed as of the date and year first written.

LUZERNE COUNTY

By: 

Date: __________________________ Title: ________________________________

OPERATOR

By: 

Date: __________________________ Title: ________________________________
RESERVED CAPACITY

Typical Municipal Solid Waste

<table>
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<tr>
<th>YEAR</th>
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<th>x EWD = ARC(T)</th>
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Construction & Demolition Waste

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Municipal Sewage Sludge

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ADA = Allowable Daily Average as per Permit (tons)
% Res. = % of Allowable Daily Average Reserved for Municipal Waste Generated in Luzerne County
DRC = Daily Reserved Capacity (tons)
EWD = Estimated Working Days per Year
ARC (T) = Annual Reserved Capacity (tons)
APPENDIX B

DISPOSAL FACILITY OPERATOR’S PERMIT
APPENDIX C

ALTERNATE DISPOSAL FACILITY SITE(S)

<table>
<thead>
<tr>
<th>Disposal Facility</th>
<th>Operator</th>
<th>Municipality/County</th>
<th>Permit No.</th>
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MUNICIPAL WASTE TRANSFER STATION AGREEMENT

Between
Transfer Station and Luzerne County, Pennsylvania

In accordance with recommendations to be contained in the 2020 update to the Luzerne County Municipal Waste Management Plan (County Plan), municipal waste, including typical municipal waste, construction/demolition waste, regulated medical waste, and “special handling” municipal wastes that are generated from within the boundaries of Luzerne County, must be processed/disposed at a Designated Facility to be listed in the Luzerne County Plan. This Plan is currently under development, and is expected to be finalized and approved in 2020.

This Agreement is made this _____ day of ____________, 20 ___ by and between Luzerne County, Pennsylvania, a county organized and existing under the laws of the Commonwealth of Pennsylvania, with place of business at its county seat, hereinafter “Luzerne County,” and __________________________ (“Transfer Station”). By signing this agreement, Transfer Station acknowledges that all municipal waste that it receives at its transfer facility, that is generated from within the boundaries of Luzerne County, and that is to be disposed of, will be delivered to the aforementioned Designated Facilities.

Transfer Station agrees to maintain a valid municipal waste transfer permit with the PA Department of Environmental Protection (DEP), or equivalent state agency for out-of-state facilities, and to remain in compliance with all federal, state and local laws, rules and regulations throughout the period of this Agreement.

Further, Transfer Station agrees to accurately track and report (to the disposal site(s) that the waste is delivered to, on a per-load basis, and to Luzerne County, on a quarterly basis on or before the 20th of April, July, October and January) the types and quantities of municipal waste accepted and transferred by Transfer Station from Luzerne County to each Designated Facility(ies), including designation of the county(ies) of origin from which the transfer station receives the waste (i.e. from the county(ies) of origin that generated the waste).

The term of this Agreement shall commence on the effective date, and the total length of the Agreement shall be for up to ten (10) years, unless further extended upon mutual agreement of all parties. The Agreement shall be separated into two equal terms. The initial term of the Agreement shall be for five (5) years, commencing on the effective date, with an option to renew the Agreement for an additional term of five (5) years. The Agreement shall automatically renew at the end of the first term (five (5) years from the effective date), unless Luzerne County has exercised its right to terminate the Agreement or agreed to an alternate Agreement period, by submitting this information to the Operator in writing no less than 30 days prior to the end of the first term. Luzerne County shall have the sole discretion to exercise its right to renew the Agreement at the initial term’s expiration date. If a Designated Facility referenced above should decide to no longer accept waste from the Counties specified, or if additional Designated Disposal Facilities are approved for the acceptance of Luzerne County municipal waste, through the Plan’s process to add facilities to the plan, Transfer Station must discontinue use of (in the case of a facility that terminates services to Luzerne County), or may begin utilizing (in the case of newly Designated Facilities) such Designated Facilities for processing/disposal of such municipal wastes from Luzerne County.
IN WITNESS WHEREOF, Luzerne County and the Transfer Station have caused this Municipal Waste Transfer Station Agreement to be executed as of the date and year first written.

LUZERNE COUNTY

By: __________________________________________

Date: ____________________________

Title: __________________________________________

TRANSFER STATION

By: __________________________________________

Date: ____________________________

Title: __________________________________________
of Coen Markets, Inc., 1000 Philadelphia Street, Canonsburg, PA 15317, submitted a Revised Remedial Action Plan concerning remediation of soil and groundwater contaminated with petroleum products. The Revised Remedial Action Plan was acceptable to meet the Site-Specific Standard and was approved by DEP on July 16, 2019.

Northwest Region: Environmental Cleanup Program Manager, 230 Chestnut Street, Meadville, PA 16335-3481.

Sunoco 0002 1592, Storage Tank Facility ID # 32-20293, 300 North 4th Street, Indiana Borough, Indiana County. Groundwater and Environmental Services, Inc., 301 Commerce Park Drive, Cranberry Township, PA 16066, on behalf of Evergreen Resources Management Operations, 2 Righter Parkway, Suite 120, Wilmington, DE 19803, submitted a Remedial Action Completion Report concerning remediation of soil and groundwater contaminated with benzene, naphthalene, 1,2,4 trimethylbenzene, 1,3,5 trimethyl benzene, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo (g,h,i)perylene, indeno(1,2,3-cd)pyrene, and lead. The Remedial Action Completion Report demonstrated attainment of the Statewide Health Standard and was approved by DEP on July 10, 2019.

SPECIAL NOTICES

Notice of Request for Solicitation of Interest for Municipal Solid Waste Disposal Capacity

The following notice(s) is placed through the Department of Environmental Protection as required by Section 502(d) of Act 101 of 1988: the Municipal Waste Planning, Recycling and Waste Reduction Act.

Luzerne County, in Northeast Pennsylvania, is updating its County Municipal Waste Management Plan in accordance with the provisions of Pennsylvania Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act. As required in the Act, the County has prepared a Solicitation of Interest (SOI) for the purpose of obtaining ten (10) year commitments, beginning on January 1, 2021 and continuing through December 31, 2030, for disposal capacity for the municipal waste (MSW) generated within Luzerne County during that period. The waste facilities to be considered in the County Plan Update must be permitted and fully available for use prior to January 1, 2021. SOI Respondents are also asked to consider supporting the sustainability of integrated waste and recycling programs in Luzerne County. Transfer Stations wishing to be included in the Luzerne County Solid Waste Management Plan, who handle municipal waste (MSW) from Luzerne County, should also request submission requirements from Ms. Duncan, whose information is provided below. To obtain a hard copy or electronic copy of the SOI, please email Ms. Ashley N. Duncan, P.E. at aduncan@bartonandloguidice.com. Submittals are due no later than 4:00 p.m. E.S.T. on Friday August 30, 2019.

Huntingdon, Bedford and Fulton County (also referred to as SCSWA), in Southcentral Pennsylvania, are developing a Tri-County Municipal Waste Management
Plan in accordance with the provisions of Pennsylvania Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act. As required in the Act, the Counties have prepared a Solicitation of Interest (SOI) for the purpose of obtaining ten (10+) year commitments, beginning on January 1, 2020 and continuing through December 31, 2030, with renewal options, for disposal capacity for the municipal waste (MSW) generated within Huntingdon, Bedford and Fulton Counties during that period. The waste facilities to be considered in the Tri-County Plan Update must be permitted and fully available for use prior to January 1, 2020. SOI Respondents are also asked to consider supporting the sustainability of integrated waste and recycling programs in Huntingdon, Bedford and Fulton County. Transfer Stations wishing to be included in the Tri-County Solid Waste Management Plan, who handle municipal waste (MSW) from any of the Counties, should also request submission requirements from Ms. Duncan, whose information is provided below. To obtain a hard copy or electronic copy of the SOI, please email Ms. Ashley N. Duncan, P.E. at aduncan@bartonandloguidice.com. Submittals are due no later than 4:00 p.m. E.S.T. on Friday August 30, 2019.

[Pa.B. Doc. No. 19-1181. Filed for public inspection August 2, 2019, 9:00 a.m.]

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webmaster@PaBulletin.com
SOLICITATION OF INTEREST
FOR MUNICIPAL WASTE DISPOSAL CAPACITY
AND OPTIONAL INTEGRATED WASTE AND RECYCLING PROGRAM SUPPORT

Luzerne County, in Northeast Pennsylvania, is updating its County Municipal Waste Management Plan in accordance with the provisions of Pennsylvania Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act. As required in the Act, the County has prepared a Solicitation of Interest (SOI) for the purpose of obtaining ten (10) year commitments, beginning on January 1, 2022 and continuing through December 31, 2031, for disposal capacity for the municipal waste (MSW) generated within Luzerne County during that period. The waste facilities to be considered in the County Plan Update must be permitted and fully available for use prior to January 1, 2022. SOI Respondents are also asked to consider supporting the sustainability of integrated waste and recycling programs in Luzerne County. Transfer Stations wishing to include in the Luzerne County Solid Waste Management Plan, who handle municipal waste (MSW) from Luzerne County, should also request submission requirements from Ms. Duncan, whose information is provided below. To obtain a hard copy or electronic copy of the SOI, please e-mail Ms. Ashley N. Duncan, P.E. at aduncan@bartonandloguidice.com. Submittals are due no later than 4:00 p.m. E.S.T. on Friday, August 30, 2019.

CALL GREG TODAY!
701-281-8221

2019 FREIGHTLINER M2 106
w/New Way 20 Yd. Cobra

2019 FREIGHTLINER 470 DETROIT
Automatic, 20/46, Ampliroll 50K Hooklift

ALSO AVAILABLE:
2019 FREIGHTLINER M2 106
w/New Way 30 Yd. Cobra & 3 Attachments!

2019 FREIGHTLINER M2 106
w/New Way 45 Yd. Cobra & 3 Attachments!

2019 PETEBILT 520 w/New Way 20 Yard Cobra & 3 Attachments

2019 PETEBILT 337 w/New Way 20 Yard Cobra & 3 Attachments

2019 PETEBILT 330 w/New Way 31 Yd. Auto Side Loader

2019 FREIGHTLINER 114 SD
470 HP Detroit, Allison, 20,000 Front, 46,000 Base, w/Ampliroll 50K Hooklift & Roll Rite Auto Tarper

2019 MZ 106 FREIGHTLINER w/50K Ampliroll Hooklift & Roll Rite Auto Tarper

NEW GREAT LAKE 2 AXLE POP

2019 PETEBILT 520 w/50K Ampliroll Hooklift & 6 Brian Diablo Tarper

2019 FREIGHTLINER DUAL DRIVE
w/New Way 31 Yd. Auto Side Loader

2007 IH w/25 Yd. Leach 290, Reeling Winch & Kickbar

2006 IH w/Latine Minimax Automated

2008 IH w/4300 w/Heil 13 Yd. Rl w/Kick Bar and Reeling Cylinder

1996 FORD LOBO w/50K Ampliroll Hooklift & Roll Rite Tarper

2007 PETEBILT 365
w/AEVM 50K Ampliroll Hooklift & Roll Rite Auto Tarper

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Is Your Roof Showing?
TIPPING FLOOR SOLUTIONS
SUPERIOR IMPACT & ABRASION RESISTANT
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IT WILL SAVE YOU MONEY
NO DOWN TIME
NATIONWIDE SERVICES

American RESTORE
Jim@AmericanRestore.com
714-893-9080
WWW.TIPPINGfloORS.com

SOLICITATION OF INTEREST
FOR MUNICIPAL WASTE DISPOSAL CAPACITY
AND OPTIONAL INTEGRATED WASTE AND RECYCLING PROGRAM SUPPORT

Huntingdon, Bedford and Fulton County (also referred to as SCSCWA), in Southcentral Pennsylvania, is developing a Tri-County Municipal Waste Management Plan in accordance with the provisions of Pennsylvania Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act. As required in the Act, the Counties have prepared a Solicitation of Interest (SOI) for the purpose of obtaining ten (10+) year commitments, beginning on January 1, 2020 and continuing through December 31, 2030, with renewal options, for disposal capacity for the municipal waste (MSW) generated within Huntingdon, Bedford and Fulton Counties during that period. The waste facilities to be considered in the Tri-County Plan Update must be permitted and fully available for use prior to January 1, 2020. SOI Respondents are also asked to consider supporting the sustainability of integrated waste and recycling programs in Huntingdon, Bedford and Fulton County. Transfer Stations wishing to be included in the Tri-County Solid Waste Management Plan, who handle municipal waste (MSW) from any of the Counties, should also request submission requirements from Ms. Duncan, whose information is provided below. To obtain a hard copy or electronic copy of the SOI, please e-mail Ms. Ashley N. Duncan, P.E. at aduncan@bartonandloguidice.com. Submittals are due no later than 4:00 p.m. E.S.T. on Friday, August 30, 2019.

FRONT LOAD DUMPSTERS WANTED!
2, 4, 6, 8 YARDS IN ANY CONDITION!
CALL JOHN @ 256-508-6000 johnthekidd@aol.com
Table 1 – SOI Completeness Summary
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<th>Respondent</th>
<th>Wayne Township Landfill</th>
<th>Keystone Sanitary Landfill</th>
<th>Commonwealth Environmental Systems Landfill</th>
<th>Alliance Landfill</th>
<th>Grand Central Landfill</th>
<th>Pioneer Crossing Landfill</th>
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<tr>
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<td>Dan O'Brien, Business Manager</td>
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<tr>
<td>PO Box 209, McElhattan, PA 17748</td>
<td>570-769-6977</td>
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<td>99 Commonwealth Road</td>
<td></td>
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<tr>
<td>Dan O'Brien, Business Manager</td>
<td></td>
<td></td>
<td>100 New Ford Mill Road Morrisville, PA</td>
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<tr>
<td>Dunmore, PA 18512</td>
<td>570-343-5782</td>
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<td>215-801-9108</td>
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<tr>
<td><a href="mailto:dan@kslico.com">dan@kslico.com</a></td>
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<tr>
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<p>| 1. Correct Term of Contract                    | X                       | X                          | X                                           | X                 | X                      | X                         |
| 2. Type and Estimated Quantities of Waste to Be Accepted | X                       | X                          | X                                           | X                 | X                      | X                         |
| 3. Proposed Rate Schedule                      | X                       | X                          | X                                           | X                 | X                      | X                         |
| 4. Company Experience and Operating History    | X                       | X                          | X                                           | X                 | X                      | X                         |
| Lawsuit/regulatory actions/lines               | N/A                     | X&quot;                         | X&quot;                                         | X&quot;&quot;               | X&quot;&quot;                    | N/A                       |
| Company Obligations                            | X&quot;                      | X&quot;                         | X&quot;                                         | X&quot;&quot;               | X&quot;&quot;                    | X&quot;&quot;                       |
| Contingency Plans                              | X&quot;                      | X&quot;                         | X&quot;                                         | X&quot;&quot;               | X&quot;&quot;                    | X&quot;&quot;                       |
| Deviations from RFP Scope or Specifications    | N/A                     | N/A                        | N/A                                         | X&quot;&quot;               | X&quot;&quot;                    | X&quot;&quot;                       |
| Agreement to Terms and Conditions of RFP, Sealed | X                       | X                          | X                                           | X                 | X                      | X                         |
| Willingness To Accept Waste for the 10 year term agreement | X                       | X                          | X                                           | X                 | X                      | X                         |
| Min. Tons/yr Guaranteed MSW/ Yr (conventional MSW + C&amp;D) | 32,760                  | 132,000                    | 130,000                                     | 50,000            | 100,000                | 65,000                    |
| Integrated Waste Services - Does respondent agree to indicate whether, and include ideas how it might support an enhanced and sustainable integrated waste and recyclables management program | yes                     | yes                        | yes                                         | yes               | yes                    | yes                       |</p>
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<th>Respondent</th>
<th>Wayne Township Landfill</th>
<th>Keystone Sanitary Landfill</th>
<th>Commonwealth Environmental Systems Landfill</th>
<th>Alliance Landfill</th>
<th>Grand Central Landfill</th>
<th>Pioneer Crossing Landfill</th>
<th>Waste Reduction &amp; Recycling Transfer Station</th>
<th>Lehigh Valley Transfer Station</th>
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<tr>
<td>9. Integrated Waste Services - Does the respondent affirm its willingness to enter good faith negotiations with Luzerne to work to identify ways in which respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program</td>
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<td>13. Transfer Station Submission</td>
<td>Deliver waste from the Region only to Designated Facilities listed in the Luzerne Plan</td>
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<td>Agreeing to accurately track and report the quantities and types of municipal waste accepted and transferred from the County, by county of origin from which the transfer station receives the waste</td>
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<td>Agreeing to submit a copy of your current transfer station operating permit</td>
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</tbody>
</table>

N/A= Not applicable

Shading indicates that proposal is missing this information.

Notes:
1. There are no obligations currently that commit airspace to other parties. However, we make airspace available to other parties by being listed as approved facilities on County Plans throughout the Commonwealth.
2. The Clinton County Solid Waste Authority has a Contingency Solid Waste Disposal Agreement (see attachment G) with the County of Lycoming in the event of a reduction in waste processing/disposal capacity.
1. On September 14, 2010, Wayne Township Landfill received a permit from PADEP to redevelop their closed Northside Landfill. Construction of the first disposal field was completed in late 2012. The second disposal field was constructed during 2014. The balance of the

2. There are no past or pending lawsuits or regulatory actions which would prevent satisfying any commitments to Luzerne County.

3. On September 14, 2010, Wayne Township Landfill received a permit from PADEP to redevelop their closed Northside Landfill. Construction of the first disposal field was completed in late 2012. The second disposal field was constructed during 2014. The balance of the

4. Keystone maintains Host Agreements with two boroughs, Throop and Dunmore. Keystone currently participates in numerous county Plans including Berks, Carbon, Cumberland, Dauphin, Lehigh, Luzerne, Monroe, Pike, Schuylkill, Monroe, Susquehanna, Wayne and Wyoming. Keystone has actively participated in these plans for many years and has continuously demonstrated the ability to satisfy all of its contractual obligations. Also, Keystone currently accepts waste from the two Morris County Transfer Stations and has done so for almost two years. Keystone has and continues to satisfy all contractual requirements of this Contract.

5. Keystone Sanitary Landfill, Inc. is the designated backup disposal facility.

6. Expansion Permit Application is on file with PADEP with approval anticipated by June 30, 2020. The request does not include any increase in daily tonnage nor does it expand the existing permitted footprints.

7. Keystone Sanitary Landfill, Inc. is the designated backup disposal facility.

8. Commonwealth Environmental Systems, L.P. is the designated backup disposal facility.

9. Expansion Permit Application is on file with PADEP with approval anticipated by June 30, 2020. The request does not include any increase in daily tonnage nor does it expand the existing permitted footprints.

10. Proposer does not have any past or pending lawsuits or regulatory actions that would have a material impact on the ability to perform under this or any other contract. See attached for a 5-year compliance history summary report.

11. Ransom Township, Carbon County, Lehigh County, Montgomery County, Delaware County, Chester County, Pike County, Monroe County, Wayne County, Lackawanna County, Union County (New Jersey), Northampton County.

12. The Alliance Sanitary Landfill will utilize any or all of the following facilities as back up in case of any reduction in waste disposal capacity: Grand Central Sanitary Landfill and Fairless Landfill.

13. The Alliance Sanitary Landfill will utilize any or all of the following facilities as back up in case of any reduction in waste disposal capacity: Grand Central Sanitary Landfill and Fairless Landfill.

14. The Grand Central Sanitary Landfill, Inc. will utilize any or all of the following facilities as back up in case of any reduction in waste disposal capacity: Alliance Sanitary Landfill and Fairless Landfill.

15. As provided for by PADEP guidance, Alliance sanitary Landfill/Waste Management of Pennsylvania, Inc. would like to negotiate the following aspects of the agreement: Capacity reservation and related provisions and sustainability assistance.

16. The Lehigh Valley Recycling, Inc. transfer station agrees to serve as the backup disposal facility for Pioneer Crossing under the proposal Pioneer Crossing is submitting to Luzerne County in response to the County’s SOI. (See tab 10)

17. The Alliance Sanitary Landfill will utilize any or all of the following facilities as back up in case of any reduction in waste disposal capacity: Grand Central Sanitary Landfill and Fairless Landfill.

18. The Alliance Sanitary Landfill will utilize any or all of the following facilities as back up in case of any reduction in waste disposal capacity: Alliance Sanitary Landfill and Fairless Landfill.

19. Pioneer Crossing is a designated/approved disposal facility under other Act 101 Plans, none of which will impact capacity commitment Pioneer Crossing is making to Luzerne County.

20. The Alliance Sanitary Landfill will utilize any or all of the following facilities as back up in case of any reduction in waste disposal capacity: Grand Central Sanitary Landfill and Fairless Landfill.

21. As provided for by PADEP guidance, Alliance sanitary Landfill/Waste Management of Pennsylvania, Inc. would like to negotiate the following aspects of the agreement: Capacity reservation and related provisions and sustainability assistance.

22. The Grand Central Sanitary Landfill, Inc. will utilize any or all of the following facilities as back up in case of any reduction in waste disposal capacity: Alliance Sanitary Landfill and Fairless Landfill.

23. Expansion Permit Application is on file with PADEP with approval anticipated by June 30, 2020. The request does not include any increase in daily tonnage nor does it expand the existing permitted footprints.

24. Keystone Sanitary Landfill, Inc. is the designated backup disposal facility.
Table 2 – SOI Response Ceiling Tipping Fees
### Table 2
Luzerne County Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity
Max. Tipping Fees at Disposal Sites Submitted by Respondent

#### Municipal Solid Waste

<table>
<thead>
<tr>
<th>Township Landfill</th>
<th>Keystone Sanitary Landfill</th>
<th>Commonwealth Environmental Systems Landfill</th>
<th>Alliance Landfill</th>
<th>Grand Central Landfill</th>
<th>Pioneer Crossing Landfill</th>
<th>Waste Reduction &amp; Recycling Transfer Station</th>
<th>Lehigh Valley Transfer Station</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wayne Township Landfill</td>
<td>Keystone Sanitary Landfill</td>
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<td>Alliance Landfill</td>
<td>Grand Central Landfill</td>
<td>Pioneer Crossing Landfill</td>
<td>Waste Reduction &amp; Recycling Transfer Station</td>
<td>Lehigh Valley Transfer Station</td>
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<tr>
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#### Construction and Demolition Waste

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<th>Pioneer Crossing Landfill</th>
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### Table 2 - cont.

**Luzerne County Solicitation of Interest Process - Review of Submittal Forms**

**Response to SOI for Waste Disposal Capacity**

**Max. Tipping Fees at Disposal Sites Submitted by Respondent**

#### Regulated Medical Waste

<table>
<thead>
<tr>
<th></th>
<th>Wayne Township Landfill</th>
<th>Keystone Sanitary Landfill</th>
<th>Commonwealth Environmental Systems Landfill</th>
<th>Alliance Landfill</th>
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<th>Waste Reduction &amp; Recycling Transfer Station</th>
<th>Lehigh Valley Transfer Station</th>
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#### Bulky Waste

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<th>Lehigh Valley Transfer Station&lt;sup&gt;2&lt;/sup&gt;</th>
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N/A: Proposer did not submit prices for this waste type; this waste type will not be processed at the facility.

SOI submitted after deadline

### Notes:
1. Annual escalation rate, 3%
2. Transfer Station Max. Tip Fee Submission Not Required by SOI.
### TABLE 3 – SOLICITATION OF INTEREST (SOI) BACK-UP DISPOSAL FACILITIES FOR WASTE DISPOSAL CAPACITY – LUZERNE COUNTY

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<th>Disposal Facility (Respondent)</th>
<th>Proposed Back-Up Facility</th>
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<td>1 Wayne Township LF</td>
<td>Lycoming County Landfill</td>
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<tr>
<td>2 Keystone Sanitary LF</td>
<td>Commonwealth Environmental Systems Landfill</td>
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<td>3 Commonwealth Environmental Systems LF</td>
<td>Keystone Sanitary Landfill</td>
</tr>
<tr>
<td>4 Alliance LF</td>
<td>Grand Central Landfill and Fairless Landfill</td>
</tr>
<tr>
<td>5 Grand Central LF</td>
<td>Alliance Sanitary Landfill and Fairless Landfill</td>
</tr>
<tr>
<td>6 Pioneer Crossing LF</td>
<td>Lehigh Valley Recycling, Inc. Transfer Station (will subsequently utilize a disposal facility listed in the County Plan)</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Luzerne County SWAC Committee Members
Luzerne County Council
Luzerne County Solicitor
Luzerne County Recycling Department

FROM: Ashley N. Duncan, P.E.
Project Engineer
Barton & Loguidice, D.P.C.

DATE: October 24, 2019

RE: Luzerne County Municipal Waste Management Plan — 2021 Update
Solicitation of Interest for Municipal Waste Processing/Disposal Capacity
SOI Submissions, B&L Tabulations and Recommendations
Recommendations for Selection of Disposal Facilities

BACKGROUND
A Solicitation of Interest (SOI) document was prepared by Barton & Loguidice (B&L), under contract with Luzerne County, seeking submissions from waste processing/disposal facilities that meet minimum requirements and are willing to commit up to ten years of processing/disposal capacity for acceptance of Luzerne County’s municipal waste, as required by the PA Act 101 County Municipal Waste Planning Process. This SOI document also asked Respondents to indicate their willingness to enter further discussions, outside of the SOI process, regarding continuation of the current public/private partnership with Luzerne County that supports waste management and recycling collection throughout the County. The SOI contained minimum criteria under which Submittals were reviewed in a “pass-fail” screening process, in which items such as minimum quantity and duration guarantees for disposal capacity assurance and other items were evaluated for compliance with the requirements of the SOI. Any facility that “passed” the screening process became eligible for further consideration by Luzerne County, at the County’s option, to enter a disposal contract with the County to provide processing/disposal services.

Transfer stations handling municipal waste from Luzerne County were also asked in the SOI to make a simplified response, committing to proper identification of transferred municipal waste by original county of origin of the waste, agreeing to deliver municipal waste to approved processing/disposal facilities in the County Plan, and agreeing to enter a contract with Luzerne County to confirm these points.
The above-referenced Solicitation of Interest document was prepared and advertised for release in August of 2019 in the PA Bulletin, the Times Leader and the nationally circulated Waste Advantage trade publication. In addition, direct SOI release announcements were mailed to facilities that had accepted a significant amount of municipal waste, annually, from Luzerne County over the past several years, and to other landfills and transfer stations that were known to be serving the geographic region.

A total of six (6) landfills and two (2) transfer stations submitted responses to the SOI.

**REVIEW OF SUBMITTALS AND COMPLETENESS**

A review and initial evaluation of submissions was conducted by B&L. Submission information was tabulated in multiple tables, which are attached. Table 1 contains a summary of Submittal information and completeness details from each of the landfills and transfer stations that responded to the SOI. Table 1 also contains footnotes that clarify Respondents’ positions on certain items. Table 2 contains ceiling tip fees that each disposal facility has committed to offer for disposal of Luzerne County municipal waste over the next ten (10) years. (Note that these ceiling tip fees do not necessarily reflect the rates that will actually be charged at the facility, just the maximum fees that could be charged by contract each year, over the agreement period).

These ceiling tipping fees also do not include the transportation costs for delivery of material to the facilities, which will usually be higher for facilities located further from Luzerne County.

Table 3 presents a list of the proposed backup/ bypass processing/ disposal facilities that each of the Proposers has indicated it will use if needed to meet contractual commitments with Luzerne County during emergencies.

Table 1 summarizes the Submittal information received from Respondents. Deficiencies in some portions of Submittals are noted below:

1. Alliance Landfill and Grand Central Landfill did not provide a Cover Letter. B&L does not consider this a significant deficiency to “fail” the facility for their SOI response.
2. Clinton County Landfill (Wayne Township Landfill) committed less than the 35,000 tons per year, as required in the SOI (32,760 TPY).
3. Alliance Landfill committed less than the 35,000 tons per year, as required in the SOI (31,000 TPY).
4. Grand Central Landfill committed less than the 35,000 tons per year, as required in the SOI (34,100 TPY including sewage sludge).
ELIGIBILITY FOR CONSIDERATION FOR A CONTRACT WITH LUZERNE COUNTY
The two transfer stations that responded to the SOI provided a cover letter stating that they will abide by the conditions identified in the SOI. The transfer station responses document their conformance to the SOI and Plan Update process and their commitment to follow the requirements of the SOI for transfer stations.

Based on the evaluation criteria, Keystone Sanitary Landfill, Commonwealth Environmental Systems Landfill, and Pioneer Crossing Landfill met all of the minimum requirements of the SOI, and each of these sites is eligible for potential inclusion in the Plan Update.

B&L structured the SOI, as directed by the County Department of Recycling, Solicitor and PADEP, such that 1) as few as one disposal site could be placed under contract with Luzerne County (to meet the PADEP disposal capacity assurance requirement in Act 101), 2) the Plan Update could be structured to allow municipal waste from the County to be delivered to the contracted site(s) or to any processing/disposal site with a valid operating permit issued by the state in which the facility is located, so long as the facility is named in the Plan Update or 3) the Plan Update could be structured to allow municipal waste from the County to be delivered to any properly permitted waste disposal/processing facility. Luzerne County retains, within the wording in the SOI, the flexibility of contracting with one or multiple disposal sites to secure the required MSW disposal capacity for ten (10) years by Luzerne County. Further, the intent of the SOI is to contract with all transfer stations that handle Luzerne County MSW and that conform to the requirements of the SOI.

TRANSFER STATION AND DISPOSAL SITE SELECTION RECOMMENDATIONS
B&L explained the intent of the County Department of Recycling regarding the structure of the SOI, and reviewed the responses to the SOI from waste transfer stations and disposal facilities with the SWAC at the meeting on October 24, 2019.

The Transfer Station Respondents acknowledged their willingness to conform to the requirements of the SOI. Further, compliance of transfer stations with the Plan Update goals and objectives benefits the County and aids with Plan implementation. Therefore, B&L recommended that these transfer stations be included as contractual partners of the County in the Plan Update, and that the two (2) Transfer Station Agreements be executed with the County. These transfer stations include: the Waste Reduction & Recycling Transfer Station and Lehigh Valley Transfer Station.

The following supports B&L’s recommendation to contract with multiple disposal facilities:
• It is important to recognize disposal sites that are currently used by Luzerne County’s waste haulers. As documented in Table 3.1 of Chapter 3, a significant percentage of Luzerne County’s MSW (approximately 67%) that was disposed in 2018 was taken to Alliance Sanitary Landfill and Keystone Sanitary Landfill. Both of these facilities responded to the SOI. Additionally, a remaining 33% of the MSW disposed from Luzerne County was taken to Clinton County Landfill (Wayne Township) and Commonwealth Environmental Systems Landfill, both of which responded to the SOI.

• Regulated medical waste (RMW) generated in Luzerne County is currently disposed of at Alliance Sanitary Landfill and Commonwealth Environmental Systems Landfill. Of the SOI responses, Clinton County Landfill, Alliance Sanitary Landfill and Pioneer Crossing Landfill stated they are capable of accepting RMW and assured capacity to Luzerne County. CES responded to the SOI that they are not capable of accepting RMW. Based on these responses, it is recommended to include Alliance Sanitary Landfill, Clinton County Landfill, and Pioneer Crossing Landfill in the Plan Update to assure disposal capacity of RMW.

• The majority of sewage sludge is currently disposed of at Alliance Sanitary Landfill, Keystone Sanitary Landfill, CES Landfill and Clinton County Landfill, which suggests that these facilities shall be included in the Plan Update to satisfy the disposal needs of this waste stream.

• Very little ash waste material is generated in Luzerne County.

• The majority of asbestos waste is currently disposed of at Alliance Sanitary Landfill and Keystone Sanitary Landfill, with smaller portions (less than 50 tons) reported at Chrin Brothers Sanitary Landfill, Southern Alleghenies Landfill, Grand Central Landfill, Western Berks Landfill, Clinton County Landfill, Lycoming County Landfill, and Conestoga Landfill. The vast majority of facilities accepting less than 50 tons of asbestos waste from Luzerne County did not respond to the SOI. Based on the responses received, B&L does not feel it is necessary to approach these facilities for disposal capacity commitments for asbestos waste material (or other waste materials generated by Luzerne County). It is recommended that Alliance Sanitary Landfill and Keystone Sanitary Landfill be included in the Plan Update to satisfy the disposal needs of this waste stream.

• The majority of C&D material is currently disposed of at Keystone Sanitary Landfill, Alliance Sanitary Landfill, Clinton County Landfill and CES Landfill. It is recommended that all of these facilities be included in the Plan Update to satisfy the disposal needs of this waste stream.

• Tipping fees reported in Table 2 of this memorandum, although acknowledged to be “ceiling” rates, are quite variable, and suggest that a Respondent with the most attractive ceiling tip fees should be included in the contracted disposal sites.

• The geographic distribution of Respondents was a consideration, acknowledging that proximity of disposal sites to various areas of the County’s residents is important, due to the potential impact of hauling costs on the County’s citizens and businesses.
• Each of the six (6) recommended disposal sites responded positively regarding their willingness to further discuss the public-private partnership with Luzerne County for waste and recycling management. It was recommended that these discussions be pursued by the County, outside of this SOI contracting process, with the landfills and transfer stations that Luzerne County anticipates contracting with.

B&L recommends that Luzerne County execute Disposal Capacity Agreements with the six (6) disposal facilities and the two (2) waste transfer stations no later than December 31, 2020, when the majority of the County’s current waste disposal contracts expire.

There is a need to include a procedure to add facilities to the Plan Update (after its adoption). Since it is difficult to foresee all circumstances that may occur with disposal sites that may require Luzerne County to evaluate other waste disposal facilities prior to the end of the ten (10) year planning period, B&L recommends to include in the Plan Update a procedure to accommodate adding additional facilities to the Plan. Luzerne County shall retain the sole option of whether to entertain an application for inclusion in the Luzerne County Plan Update, based on the needs of the County at that time.
MEMORANDUM

TO: Luzerne County SWAC Committee Members
   Luzerne County Council
   Luzerne County Solicitor
   Luzerne County Recycling Department

FROM: Ashley N. Duncan, P.E.
      Project Engineer
      Barton & Loguidice, D.P.C.

DATE: December 2, 2019

RE: Luzerne County Municipal Waste Management Plan – 2021 Update
    Solicitation of Interest for Municipal Waste Processing/ Disposal Capacity
    SOI Submissions, B&L Tabulations and Recommendations
    Recommendations for Selection of Disposal Facilities

BACKGROUND
A Solicitation of Interest (SOI) document was prepared by Barton & Loguidice (B&L), under contract with Luzerne County, seeking submissions from waste processing/ disposal facilities that meet minimum requirements and are willing to commit up to ten years of processing/ disposal capacity for acceptance of Luzerne County’s municipal waste, as required by the PA Act 101 County Municipal Waste Planning Process. This SOI document also asked Respondents to indicate their willingness to enter further discussions, outside of the SOI process, regarding continuation of the current public/private partnership with Luzerne County that supports waste management and recycling collection throughout the County. The SOI contained minimum criteria under which Submittals were reviewed in a “pass-fail” screening process, in which items such as minimum quantity and duration guarantees for disposal capacity assurance and other items were evaluated for compliance with the requirements of the SOI. Any facility that “passed” the screening process became eligible for further consideration by Luzerne County, at the County’s option, to enter a disposal contract with the County to provide processing/ disposal services.

Transfer stations handling municipal waste from Luzerne County were also asked in the SOI to make a simplified response, committing to proper identification of transferred municipal waste by original county of origin of the waste, agreeing to deliver municipal waste to approved processing/ disposal facilities in the County Plan, and agreeing to enter a contract with Luzerne County to confirm these points.
The above-referenced Solicitation of Interest document was prepared and advertised for release in August of 2019 in the PA Bulletin, the Times Leader and the nationally circulated Waste Advantage trade publication. In addition, direct SOI release announcements were mailed to facilities that had accepted a significant amount of municipal waste, annually, from Luzerne County over the past several years, and to other landfills and transfer stations that were known to be serving the geographic region.

A total of six (6) landfills and two (2) transfer stations submitted responses to the SOI.

REVIEW OF SUBMITTALS AND COMPLETENESS

A review and initial evaluation of submissions was conducted by B&L. Submission information was tabulated in multiple tables, which are attached. Table 1 contains a summary of Submittal information and completeness details from each of the landfills and transfer stations that responded to the SOI. Table 1 also contains footnotes that clarify Respondents’ positions on certain items. Table 2 contains ceiling tip fees that each disposal facility has committed to offer for disposal of Luzerne County municipal waste over the next ten (10) years. (Note that these ceiling tip fees do not necessarily reflect the rates that will actually be charged at the facility, just the maximum fees that could be charged by contract each year, over the agreement period).

These ceiling tipping fees also do not include the transportation costs for delivery of material to the facilities, which will usually be higher for facilities located further from Luzerne County.

Table 3 presents a list of the proposed backup/ bypass processing/ disposal facilities that each of the Proposers has indicated it will use if needed to meet contractual commitments with Luzerne County during emergencies.

Table 1 summarizes the Submittal information received from Respondents. Deficiencies in some portions of Submittals are noted below:

1. Alliance Landfill and Grand Central Landfill did not provide a Cover Letter. B&L does not consider this a significant deficiency to “fail” the facility for their SOI response.
2. Clinton County Landfill (Wayne Township Landfill) committed less than the 35,000 tons per year, as required in the SOI (32,760 TPY).
3. Alliance Landfill committed less than the 35,000 tons per year, as required in the SOI (31,000 TPY).
4. Grand Central Landfill committed less than the 35,000 tons per year, as required in the SOI (34,100 TPY including sewage sludge).
ELIGIBILITY FOR CONSIDERATION FOR A CONTRACT WITH LUZERNE COUNTY

The two transfer stations that responded to the SOI provided a cover letter stating that they will abide by the conditions identified in the SOI. The transfer station responses document their conformance to the SOI and Plan Update process and their commitment to follow the requirements of the SOI for transfer stations.

Based on the evaluation criteria, Keystone Sanitary Landfill, Commonwealth Environmental Systems Landfill, and Pioneer Crossing Landfill met all of the minimum requirements of the SOI, and each of these sites is eligible for potential inclusion in the Plan Update.

B&L structured the SOI, as directed by the County Department of Recycling, Solicitor and PADEP, such that 1) as few as one disposal site could be placed under contract with Luzerne County (to meet the PADEP disposal capacity assurance requirement in Act 101), 2) the Plan Update could be structured to allow municipal waste from the County to be delivered to the contracted site(s) or to any processing/disposal site with a valid operating permit issued by the state in which the facility is located, so long as the facility is named in the Plan Update or 3) the Plan Update could be structured to allow municipal waste from the County to be delivered to any properly permitted waste disposal/processing facility. Luzerne County retains, within the wording in the SOI, the flexibility of contracting with one or multiple disposal sites to secure the required MSW disposal capacity for ten (10) years by Luzerne County. Further, the intent of the SOI is to contract with all transfer stations that handle Luzerne County MSW and that conform to the requirements of the SOI.

TRANSFER STATION AND DISPOSAL SITE SELECTION RECOMMENDATIONS

B&L explained the intent of the County Department of Recycling regarding the structure of the SOI, and reviewed the responses to the SOI from waste transfer stations and disposal facilities with the SWAC at the meeting on October 24, 2019.

The Transfer Station Respondents acknowledged their willingness to conform to the requirements of the SOI. Further, compliance of transfer stations with the Plan Update goals and objectives benefits the County and aids with Plan implementation. Therefore, B&L recommended that these transfer stations be included as contractual partners of the County in the Plan Update, and that the two (2) Transfer Station Agreements be executed with the County. These transfer stations include: the Waste Reduction & Recycling Transfer Station and Lehigh Valley Transfer Station.

The following supports B&L’s recommendation to contract with multiple disposal facilities:
• It is important to recognize disposal sites that are currently used by Luzerne County’s waste haulers. As documented in Table 3.1 of Chapter 3, a significant percentage of Luzerne County’s MSW (approximately 67%) that was disposed in 2018 was taken to Alliance Sanitary Landfill and Keystone Sanitary Landfill. Both of these facilities responded to the SOI. Additionally, a remaining 33% of the MSW disposed from Luzerne County was taken to Clinton County Landfill (Wayne Township) and Commonwealth Environmental Systems Landfill, both of which responded to the SOI.

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CONCLUSIONS FROM SWAC MEETING #2
As a result of SWAC Meeting #2, the SWAC Members requested B&L to reach out to Waste Management’s Alliance Sanitary Landfill and Grand Central Landfill, as well as Clinton County Solid Waste Authority’s Clinton County Landfill to discuss their commitments less than the 35,000 TPD, as requested in the SOI response.
Packet for Petitioning
Luzerne County
Solicitation of Interest
For
Municipal Waste
Processing/Disposal Capacity and Integrated
Waste and Recyclables Management Program
Support

Prepared by:

BARTON & LOGUIDICE, D.P.C.

Prepared For
Luzerne County, Pennsylvania

December 2019
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Draft Transfer Station Agreement
Draft Municipal Waste Disposal Facility Agreement
1. *Background*

The Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Pennsylvania’s “Act 101”) authorizes Luzerne County (“the County”), as part of its Solid Waste Management Plan that is under development (“County Plan”), to provide capacity assurance for the processing and/or disposal of all municipal waste expected to be generated within Luzerne County for a period of at least ten (10) years, and to solicit support for administering and/or maintaining an integrated waste and recyclables management program in the County. A location map of Luzerne County is presented in Figure 1-1. A County Solid Waste Advisory Committee is guiding and overseeing the development of the County Plan.

Act 101 expressly authorizes a county to require that all municipal waste generated within its boundaries be processed or disposed only at a specific facility or facilities designated in the county plan (53 P.S. § 4000.303(e)). Luzerne County intends to require that all County municipal solid waste generators and transporters (for all waste categories covered by this SOI, including waste that passes through a transfer station) use only those Designated Facilities identified in the Luzerne County Plan for processing and disposal.

Act 101 requires that municipal waste plans look at ways to increase and maximize recycling, where practical, and to determine ways to make recycling programs sustainable. This goal is consistent with the County’s interest in looking at ways to identify strategies to help sustain and/or enhance current recycling opportunities in the County. This SOI incorporates a public/private cooperation initiative via this solicitation process.
Figure 1-1
Luzerne County Municipalities Map

* Municipal map obtained from geneologyinc.com
2. Purpose of the Solicitation of Interest

This Submittal Form is being issued by Luzerne County Council to ensure that facilities that provide all or part of the municipal waste disposal capacity for Luzerne County are able to assure the safe disposal of this waste. This Submittal Form process is in accordance with the Luzerne County Municipal Waste Management Plan Update process. Through this Submittal Form, Luzerne County will ensure that the facility qualification process is fair, open, and flexible.

The County is designating six facilities as disposal sites in the Municipal Waste Management Plan update. However, other disposal facilities may be qualified to receive County generated municipal waste any time in the future if: (1) a County licensed hauler, municipality, or business petitions the County Council concerning use of the facility; (2) the facility completes the Submittal Form for Municipal Solid Waste Disposal Services and meets the qualifications for accepting municipal waste generated in Luzerne County; and (3) the facility shall provide processing and/or disposal capacity assurance for a period of up to ten (10) years as may be needed by the County for that portion of the waste stream expected to be generated in Luzerne County.

This process is designed so that a facility can be qualified to accept municipal waste from Luzerne County in a reasonably expeditious timeframe. All facilities qualified to accept municipal waste generated in Luzerne County must meet the minimum federal, state, and local rules and regulations. The purpose of this Submittal Form is to ensure that all municipal waste generated in Luzerne County is transported and disposed of at licensed/permitted solid waste disposal/processing sites throughout the ten-year planning period. The County will require licensed haulers to dispose of their municipal waste only at facilities qualified by the County to accept County generated municipal waste, which includes sewage sludge and construction/demolition (C&D) waste. However, it is clearly stated here that Luzerne County will not guarantee municipal waste quantities to any one facility. Luzerne County intends to qualify and execute agreements with facilities that meet or exceed all of the minimum qualifying criteria and that are deemed acceptable through Luzerne County’s Submittal evaluation process.

Respondents will be evaluated in accordance with criteria listed in this SOI. Those that are determined to meet or exceed the minimum requirements of this SOI will be added as a Designated Facility in the Luzerne County Plan, once a disposal capacity agreement is executed and will be deemed permitted to accept MSW from Luzerne County (and may also potentially provide or otherwise support integrated services in the County through actions such as payment of a negotiated fee), upon the execution of an appropriate Service Agreement with Luzerne County for the provision of services. The format of this Service Agreement (form of Standard Agreement is included in this SOI) will be one agreement between Luzerne County and each Designated Facility, for services by the Designated Facility to Luzerne County. Respondents tentatively identified as Designated Facilities that fail to execute a Service Agreement suitable to Luzerne County (in the opinion of Luzerne County) will be removed from the list of Designated Facilities that are permitted to provide municipal waste processing/disposal services to Luzerne County.
3. Scope of Services

The work to be performed under this proposed Service Agreement shall consist of providing municipal waste processing and/or disposal capacity assurance and, optionally, support of sustaining and/or enhancing the integrated waste and recyclables management programs for Luzerne County, in accordance with the provisions of this SOI. Each Respondent MUST: 1) indicate whether (and include ideas how) it might support this County’s integrated waste and recycling programs, and 2) confirm its willingness to enter good faith negotiations with the County to work to identify ways in which the Respondent may potentially support these integrated waste and recycling programs. To be clear, the two steps listed immediately above are mandatory components of any response to this SOI, and Luzerne County strongly encourages Respondents to support the recycling and integrated waste management programs of the County. An example of support is continuation of the existing public/private partnership in place with waste disposal facilities implemented through the payment of a negotiated fee per ton of Luzerne County MSW collected at the disposal facility, to the Luzerne County Solid Waste Management Department. However, the inclusion of support for the County’s integrated waste and recycling programs is a component of the waste services contract ultimately executed by a successful Respondent; failure to provide such requested program support in the ultimate waste services contract will not be a sole basis for excluding a facility from eligibility to become a Designated Facility in the Luzerne County Plan.

Also included in this Scope of Services is a requirement that any municipal waste transfer station proposing to accept and transfer municipal waste from Luzerne County must enter an agreement with Luzerne County, committing to 1) deliver waste from the County only to Designated Facilities listed in the Luzerne County Plan, and further, agreeing to 2) accurately track and report (to the disposal site that waste is delivered to Luzerne County) the quantities and types of municipal waste accepted and transferred from Luzerne County, by county of origin from which the transfer station receives the waste. A standard form of this Transfer Station Agreement is attached to this SOI.

Each Respondent shall be responsible for providing and maintaining a processing and/or disposal facility, and all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to process and/or dispose of municipal waste in accordance with all applicable Luzerne County, Pennsylvania Department of Environmental Protection (PADEP) and United States Environmental Protection Agency (USEPA) rules, regulations and guidelines, and all other applicable federal, state, and local rules, regulations, and guidelines, even if Respondent(s) is located outside of Pennsylvania.

4. Processing/ Disposal Options

Responses to this SOI shall be as described below. Luzerne County is requesting commitments for the processing/disposal of MSW, including residential/commercial/institutional waste, construction/demolition (C&D) waste, regulated medical waste, asbestos, sewage sludge and ash generated from within Luzerne County. Luzerne County requires that Respondents agree to accept the types of waste listed in this paragraph that are generated by Luzerne County only at facilities approved by and under agreement with Luzerne County and listed as Designated Facilities in the Luzerne County Plan.
Each Respondent must guarantee part or all of the disposal capacity identified as needed by Luzerne County for the period that is anticipated to run from January 2021 through December 2030. If only a part of the capacity needed is being offered, the Respondent must be very specific about the portion of the capacity being provided by the facility, the types of waste disposal capacity that are being provided, and the calendar year(s) of the guaranteed disposal capacity.

Luzerne County is requesting separate price information be provided on the SOI submittal forms for normal residential/ commercial/ institutional waste, C&D waste, and “special handling” waste disposal. Price information should be presented as not-to-exceed tipping fees for each calendar year and for each type of waste accepted, on a per-ton basis. Respondents should indicate each type of municipal waste that will be accepted from Luzerne County sources at Respondent’s facility.

It is anticipated that the Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Services Agreement (Service Agreement) will be for a ten (10) year term, with anticipated initial deliveries in January 2021.

5. Processing/ Disposal Tonnages

It is estimated that Luzerne County will require total worst case disposal capacity annually for approximately 385,000 tons of municipal waste (including residential/ commercial/ institutional waste, C&D waste, recycling tonnage, regulated medical waste, asbestos, sewage sludge and ash, but excluding Luzerne County residual waste) each year, during the ten (10) year planning period. Table 1-1 presents a historic breakdown of quantities and types of waste that were generated by Luzerne County and disposed between 2014 and 2018.
A summary of the estimated quantities of residential/ commercial/ institutional waste, and construction/demolition waste (C&D), excluding other municipal wastes that require “special handling” procedures and excluding residual waste, that are projected to be generated and that will require disposal from Luzerne County through the ten (10) year planning period follows in Table 1-2:
Table 1-2
Tonnages of Luzerne County MSW Requiring Disposal
(2018-2030)

<table>
<thead>
<tr>
<th>Year (historical)</th>
<th>Gross County Waste Generation (before recycling, tons)</th>
<th>Estimated Luzerne County Net Waste Requiring Disposal (net discards after recycling, tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>416,503</td>
<td>278,840</td>
</tr>
<tr>
<td>2019 (estimated)</td>
<td>388,596</td>
<td>236,246</td>
</tr>
<tr>
<td>2020</td>
<td>385,439</td>
<td>234,326</td>
</tr>
<tr>
<td>2021</td>
<td>384,311</td>
<td>233,641</td>
</tr>
<tr>
<td>2022</td>
<td>383,184</td>
<td>232,955</td>
</tr>
<tr>
<td>2023</td>
<td>382,056</td>
<td>232,270</td>
</tr>
<tr>
<td>2024</td>
<td>380,928</td>
<td>231,584</td>
</tr>
<tr>
<td>2025</td>
<td>379,801</td>
<td>230,899</td>
</tr>
<tr>
<td>2026</td>
<td>378,673</td>
<td>230,213</td>
</tr>
<tr>
<td>2027</td>
<td>377,545</td>
<td>229,528</td>
</tr>
<tr>
<td>2028</td>
<td>376,418</td>
<td>228,842</td>
</tr>
<tr>
<td>2029</td>
<td>375,290</td>
<td>228,156</td>
</tr>
<tr>
<td>2030</td>
<td>374,163</td>
<td>227,471</td>
</tr>
<tr>
<td><strong>Total Tons Requiring Disposal, 2021 to 2030 Planning Period</strong></td>
<td><strong>3,792,369</strong></td>
<td><strong>2,305,559</strong></td>
</tr>
</tbody>
</table>

6. Integrated Waste and Recyclables Management Program Sustainability

In addition to securing disposal capacity, the Commonwealth of Pennsylvania authorizes county waste management plans to include an integrated waste management approach, where waste and recyclables management is handled in a preferred waste management hierarchy, which first practices source reduction, then recycles and composts materials, and then recovers energy through combustion of waste at a waste-to-energy facility and/or places any remaining waste in a sanitary landfill. Such plans include provisions to address benefits to public health and safety, financial benefits to residents or local government, minimization of liability risk from improper disposal of municipal waste, and strategies to address the financial stability of current and proposed recycling programs for Luzerne County residents over the ten year planning period and beyond.
This SOI anticipates that the Luzerne County Plan under development will identify the County’s desire to implement a sustainable and/or enhanced Integrated Waste and Recyclables Management Program, which will contain specific goals and strategies to improve recycling, expand recycling opportunities in Luzerne County, educate the public on proper waste management and recycling programs, properly handle/ recycle/ dispose of certain specialty waste items, and similar measures. The provision of a sustainable and/or enhanced Integrated Waste and Recyclables Management Program in the Luzerne County Plan may require expansion of waste and recycling services currently offered in the County.

This SOI requires Respondents to consider, explain, and be willing to further discuss, options of how they may help the County provide support for a sustainable integrated waste and recyclables management programs serving Luzerne County, at least for the geographical portion of the County for which the Respondent’s disposal site also provides disposal services. An example of such support includes, but is not limited to, payment of a per ton negotiated fee. Luzerne County is encouraging proposals from Respondents who share the philosophy that the preferred waste management hierarchy is to first practice source reduction; then reuse, recycle and organically process/ compost; and then to combust waste for energy recovery or place it in a sanitary landfill.

Facilities who participate in supporting a public/private partnership County integrated waste and recyclables management program may recognize the following benefits to their operations:

- Increased tonnage at processing/ disposal sites by assuring proper disposal of unrecyclable waste at Designated Facilities.
- Diversion of banned materials (such as tires, mercury thermometers & thermostats and yard waste) from landfills.
- Potential reduced delivery of toxic materials to processing/ disposal sites by providing recycling opportunities for electronics, mercury thermostats & thermometers, compact fluorescent bulbs, HHW, and similar types of materials.
- Potential reduced wear on collection vehicles and increased safety for collection staff from the removal of HHW materials that can negatively react with decomposing wastes.
- Possible conservation of landfill capacity through recovery of recyclable commodities.

7. Preparation and Submission of Responses

a) All responses must be prepared and submitted on the Submittal Forms included in this Solicitation of Interest, with supplemental pages added as needed. The completed Submittal Forms and the other documents shall be submitted as a package.

b) All responses must be legibly typewritten. All Submittal Forms must be completed in their entirety or the response may be rejected.

c) Except where specifically allowed in the Submittal Forms, responses should be based on the attached DRAFT Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement contained herein, should be responsive to the
requirements of the SOI, and should be properly completed and signed by an authorized official or representative of the Respondent(s).

d) All responses must include an executed Non-Collusion Affidavit and executed Disclaimer Statement as provided in this request package.

e) Responses shall be placed in a sealed envelope, with the following label on the outside: “SOI Submittal Package, Luzerne County Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Program Support” and shall include two (2) complete original hard copy of the submission, plus one (1) complete electronic PDF copy of the submission on either a USB flash drive or a computer disk. The original copy must include original signatures of the authorized representative of the facility. Submissions should be delivered to (on behalf of Luzerne County):

Attn: Elizabeth M. DeNardi
Purchasing Department
20 N. Pennsylvania Boulevard
Wilkes Barre, PA 18702

8. Requirements for Signing Submittals

a) Any response that is not signed by the individual submitting the response must have attached thereto a power-of-attorney evidencing authority to sign the submittal in the name of the person for whom it is signed.

b) Any response submitted on behalf of a partnership must be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, a power-of-attorney evidencing authority to sign the response executed by the partners shall be attached.

c) Any response submitted for a corporation or other entity must include the following:
   • Designate the correct corporate or entity name;
   • Be signed by the president or other authorized officer of the corporation, or entity, and;
   • If applicable, be attested to by the secretary or other authorized officer of the corporation or entity.

9. Evaluation Procedure

The information submitted in response to this Solicitation of Interest will be used to qualify the facility or facilities to provide the required processing/disposal capacity needs for County-generated municipal waste, and will be used to help identify possible optional support, such as the continuation of the existing public/private partnership in place with waste disposal facilities implemented through the payment of a negotiated fee per ton of Luzerne County MSW collected at the disposal facility, by Respondents for the sustainability and enhancement of an integrated waste and recyclables management program in the County. A primary factor in evaluating facilities is the willingness of the facility representative(s) to comply with all the terms and conditions of this SOI and the attached Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement.
Luzerne County will initially review and evaluate each Respondent’s Submission Package, and if needed, there may be a request for follow-up discussions with Respondents. This process may be used to further clarify proposals and finalize contract terms, including without limitation, possible terms detailing how the Respondent may be willing to support the integrated waste and recyclables programs of Luzerne County.

The public release or confidentiality of all data and materials submitted by Respondents is discussed in Section 11 of this SOI. SOI evaluation information and summaries generated by Luzerne County and its consultants will likely be included in the appendices to the Municipal Waste Management Plan, at Luzerne County’s sole discretion.

Respondents will be responsible for all costs of responding to this SOI, including follow-up clarifications and meetings.

Submittal Packages received will be evaluated in accordance with the following evaluation criteria:

**Step 1 - Base Criteria Evaluation**—These are the base evaluation criteria:

- Respondent must agree to comply with all requirements of the SOI.
- All required proposal forms and required supplemental information must be included in the Submittal Package, properly completed.
- For clarity, it is specifically noted that Respondents MUST 1) indicate in their Submittal Package whether (and include ideas how) it might support, via continuation of the existing public/private partnership in place with waste disposal facilities implemented through the payment of a negotiated fee per ton of Luzerne County MSW, this County’s integrated waste and recycling program enhancements, and 2) affirm its willingness to enter good faith negotiations with Luzerne County and its representatives, to work to identify ways in which Respondent may potentially support these enhanced integrated waste and recycling programs.
- Facility must have a current state-issued waste disposal facility permit, and must have the ability to start accepting municipal waste from Luzerne County no later than January 1, 2021.
- Facility must have an operating history that evidences continuing compliance with all federal, state and local laws and regulations, both by the operating company and by any parent company, and should not have a repeated history of violations that in the aggregate can be regarded, in the sole opinion of Luzerne County, as significant or that may inhibit the future ability of the facility to accept waste.
- Facility must guarantee, at a minimum, processing/disposal capacity for at least 10% of Luzerne County’s estimated gross MSW generation need over the ten (10) year term (i.e. a guaranteed AVAILABILITY of capacity or air space at the facility from the Respondent to accept, at a minimum, an average of at least 35,000 tons of municipal waste per year from the County over the ten year planning period); and, willingness of the Respondent to commit this capacity (with no minimum delivery guarantee) to Luzerne County through contract. Furthermore, Respondent must have currently permitted and available processing/disposal capacity to meet its minimum capacity commitments for the full ten (10) year term. Respondent may propose disposal capacity less than
10% of Luzerne County’s estimated gross MSW generation need over the ten (10) year term. Disposal capacity commitments may be used as an evaluation criteria.

- Respondent must be willing to enter a ten (10) year contract with Luzerne County to provide the processing/disposal capacity; and, to offer optional integrated waste management and recycling program support via continuation of the existing public/private partnership in place with waste disposal facilities implemented through the payment of a negotiated fee per ton of Luzerne County MSW collected at the disposal facility, to the Luzerne County Solid Waste Management Department.

- If Respondent is a transfer station handling or proposing to handle municipal waste generated from Luzerne County, it must affirm its willingness to enter an agreement with Luzerne County stating that it 1) commits to deliver waste it receives from the County only to Designated Facilities listed in the Luzerne County Plan, and 2) further, agrees to accurately track and report (to the disposal site(s) that the waste is delivered to, and to Luzerne County) the quantities and types of municipal waste accepted and transferred from Luzerne County to the disposal site(s), based on the county of origin from which the transfer station receives the waste.

**Step 2 –Follow-up Discussions/ Clarifications**—The second part of the evaluation process may be used to clarify and refine Respondents’ Submittals, and to further identify and discuss ways in which the Respondent may opt to support or enhance the sustainability of Integrated Waste and Recyclables Management Programs in Luzerne County. Luzerne County shall take into consideration factors that are deemed to be in the best interest of the County and its residents and businesses regarding waste management and recycling in the County.

A final contract with a term beginning January 1, 2021 between the County and each successful Respondent is the objective of this SOI solicitation process. Such contracts and start dates may be contingent upon prior final Plan approval by PADEP.

Luzerne County reserves the right to enter into additional future contracts during the ten (10) year planning period with other sites or facilities meeting its criteria.

Luzerne County reserves the right to waive any and all irregularities, defects, errors or omissions in submissions, and to reject any or all Submittals in response to this SOI, if it so chooses.

**10. Qualifications of the Respondents**

a) Luzerne County and its consultants shall have the right to make such investigations as it deems necessary to determine the ability of the Respondent(s) to perform the services required under the Agreement. Upon request by Luzerne County, the Respondent(s) shall furnish and certify all such supporting data and information that Luzerne County may request to demonstrate the Respondent’s qualifications and capabilities to perform the required services over the full term of the Agreement, to provide further clarification to confirm Submittal details, and to allow Luzerne County to confirm responsiveness to the requirements of the SOI.
b) Respondent(s) may be required to submit financial data, technical qualifications and performance record data prior to the award of any Agreement.

11. Confidentiality

It is noted that Luzerne County is subject to Pennsylvania’s Right to Know Law (65 P.S. Section 67.101 and following). Thus, any response may be publicly disclosed.
SUBMITTAL FORM
SUBMITTAL FORM

FOR MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY
AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM SUPPORT

LUZERNE COUNTY, PENNSYLVANIA

Date: ___________________________

To: Luzerne County
Purchasing Department
20 N. Pennsylvania Boulevard
Wilkes Barre, PA 18702
ATTN: Elizabeth DeNardi

Respondent: ___________________________
Company Name ________________________________________________________________
Address __________________________________________________________
City __________________________ State ______ Zip __________________________
Contact __________________________ Telephone (_____) ______


This Response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false submittal. Respondent has not sought by collusion to obtain for itself or to provide to any other Respondent any advantage over any other Respondent or over Luzerne County.

If selected by Luzerne County to be listed as a Designated Facility in the Luzerne County Solid Waste Management Plan (County Plan), the undersigned Respondent agrees to execute and deliver the Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement, including the required Certificate of Insurance, to Luzerne County in accordance with all of the terms of this request.

NOTE – TRANSFER STATIONS RESPONDING TO THIS SOI ARE NOT REQUIRED TO COMPLETE AND RETURN THIS SUBMITTAL FORM. THEY ARE ONLY REQUIRED TO SUBMIT A RESPONSE LETTER IN WHICH THEY STATE THEIR COMPLIANCE WITH THE SPECIFIC TERMS OF THE SOI THAT RELATE TO MUNICIPAL WASTE
TRANSFER STATIONS, AS DETAILED IN THIS SOI AND AS CONTAINED IN THE ATTACHED DRAFT MUNICIPAL WASTE TRANSFER STATION AGREEMENT AND ALSO ATTACH A COPY OF THE FACILITY’S OPERATING PERMIT.

1. TYPES AND ESTIMATED QUANTITIES OF WASTE TO BE ACCEPTED

a. Does this facility currently accept or intend to accept municipal waste from Luzerne County sources?
   - [ ] Currently accepts municipal waste from within the boundaries of Luzerne County
   - Reported quantity received in 2018: approximately ____________ tons of municipal waste
   - [ ] Makes commitment to accept Luzerne County’s municipal waste for the ten (10) year term agreement

b. Please check type of facility.
   - [ ] Landfill
   - [ ] Resource recovery facility
   - [ ] Municipal waste composting facility
   - [ ] Other (specify)

   Facility Name __________________________________________
   Facility Location _________________________________________
   County__________________________ State_________________

   Does this facility meet all applicable federal, state and local laws, rules, regulations and guidelines, and does Respondent believe this will continue in the future?
   - [ ] Yes   [ ] No   If no, explain:

   ________________________________

   ________________________________

c. Specify the types and quantities of municipal waste generated in Luzerne County that will be accepted for processing or disposal during the term of the agreement specified herein.
### Waste Type

<table>
<thead>
<tr>
<th>Waste Type</th>
<th>Will Accept</th>
<th>Allowable Daily Avg. (ADA) as per Permit</th>
<th>% of ADA Reserved for Municipal Waste Generated in Luzerne County</th>
<th>Daily Reserved Capacity (DRC)</th>
<th>Estimated Working Days per Year (EWD)</th>
<th>Annual Reserved Capacity (ARC)</th>
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<tbody>
<tr>
<td>Conventional Municipal Waste</td>
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<td>Construction/Demolition Waste (C&amp;D)</td>
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<td>Municipal Sewage Sludge</td>
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<tr>
<td>Regulated Medical Waste (RMW)</td>
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<td>Other (specify)</td>
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<tr>
<td>Other (specify)**</td>
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</table>

* Please note “All” if there are no specified maximum limits; commitment here is for County waste

** Attach additional pages if more types of waste need to be included

d. Minimum sludge characteristics required: % Solids 
Other requirements: 

e. Will bulky wastes be accepted? □ Yes □ No
If yes, specify tonnage: _______ (tons/day or tons/year)

If yes, list types and other requirements: 

f. Is Respondent willing to accept Residual Waste at its facility? □ Yes □ No
If yes, specify tonnage: _______ (tons/day or tons/year, circle one)
If yes, list types and other requirements: 

---

*(2151.001.001 / 12.19) A-16 Barton & Loguidice D.P.C.*
2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with Luzerne County on the manner in which they may be able to provide support, such as the continuation of the existing public/private partnership in place with waste disposal facilities implemented through the payment of a negotiated fee per ton of Luzerne County MSW collected at the disposal facility, to the Luzerne County Solid Waste Management Department, for a sustainable and/or enhanced integrated waste and recyclables management program serving Luzerne County, at least for the service area for which the Respondent’s disposal site is also providing disposal services.

a. Does Respondent agree to indicate whether, and to include ideas (in the response area of this section of the Submittal Form, found below) how it might support an enhanced and sustainable integrated waste and recyclables management program for Luzerne County?

☐ Yes  ☐ No

b. Does Respondent affirm its willingness to enter good faith discussions with Luzerne County to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for Luzerne County?

☐ Yes  ☐ No

Luzerne County is looking to Respondents to help identify ways in which it may support the provision of sustainable and/or expanded programs for integrated waste and recyclables management in Luzerne County. While provision of these services is an optional component of this SOI, Luzerne County strongly recommends and requests Respondents’ support for provision of these services.

Respondents to this SOI should describe below, and as needed on additional pages to be attached to this Submittal Form, ideas on how they may be able to support, via continuation of the existing public/private partnership or other voluntary measures, the sustainability and/or enhancement and expansion of a Luzerne County Integrated Waste and Recyclables Management Program, at least for the service area for which the Respondent’s disposal site is also intending to provide disposal services. Use as many pages as necessary to demonstrate the manner of optional support for the sustainability and/or enhancement of these critical and important components of the Luzerne County Plan. These optional ideas and concepts provided by Respondents may be further discussed and refined through the follow-up discussions and clarifications with Luzerne County as described in the SOI text.

Response:________________________________________

________________________________________

________________________________________
3. **PROPOSED FEE SCHEDULE FOR WASTE PROCESSING/ DISPOSAL SERVICES**

The proposed tipping fee schedule shall include all state and local fees as part of the Respondent’s maximum, not to exceed, per ton disposal fee provided in the following section. These fees shall be interpreted to be not-to-exceed tipping fees that the site will offer for processing/ disposal of municipal solid waste, including C&D waste and various “special handling” wastes from Luzerne County. The Respondent should **not** include any proposed contribution to a public/private partnership via a negotiated fee as part of its maximum tipping fee in this Price Submission.
**PROCESSING/ DISPOSAL ONLY**

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<td>Price per Ton</td>
<td>Escalation Rate***</td>
<td>Price per Ton</td>
<td>Escalation Rate***</td>
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<td>2021</td>
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* Anticipated first year of operation under this contract is 2021.
** Please specify the adjustment in unit cost for variations in sludge characteristics (if applicable):

--------------------------------------------------------------------------------------

--------------------------------------------------------------------------------------

*** May be left blank if fixed price/ton information is provided for all years.
For disposal of other types of wastes listed in Section 1.c, identify the tipping fee rate structure that would be used (first year cost with escalation rates, or future year fixed costs).

<table>
<thead>
<tr>
<th>Waste Type</th>
<th>(list)</th>
<th>(list)</th>
<th>(list)</th>
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</thead>
<tbody>
<tr>
<td>Contract Year*</td>
<td>Price/Ton</td>
<td>Escalation Rate**</td>
<td>Price/Ton</td>
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<tr>
<td>2021</td>
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<td>2030</td>
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</table>

* Respondent acknowledges that the costs presented above reflect 2021 as the anticipated first year of operation under the contract.

** May be left blank if fixed price/ton information is provided for all years.

Other not-to-exceed proposed rate schedules for materials from Luzerne County, such as bulky waste fees (list item and provide or attach rate structure):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
4. COMPANY EXPERIENCE AND OPERATING HISTORY

a. A general processing/ disposal facility questionnaire is included at the end of this section. For each Respondent, this questionnaire should be completely filled out and returned as part of the Submittal Package.

b. Pending Legal/Regulatory Actions - Provide information on past or pending lawsuits and regulatory actions against the Respondent which may have a material impact on Respondent’s ability to perform under this contract, and list any fines and/or penalties that have been imposed on Respondent by the PADEP, Federal or other State agencies on any solid waste facility that Respondent has had permitted over the past five years (attach separate sheets, if necessary).

c. Company Obligations – List any obligations the Respondent has made which will commit processing and/or disposal capacity at the proposed site to parties other than Luzerne County. Include host community disposal obligations which may be required under 25PA Code § 272 or other State and Federal regulations (attach additional sheets, if necessary).

d. Strength of Commitments and Contingency Plans – Provide descriptive information on the following matters (attach separate sheets or include additional documents for response).

   (1) Confirmation of available capacity at a processing/ disposal facility, which currently has and will maintain, through the contract period, proper processing and/or disposal permits.

   (2) Statement of transfer trailer accessibility to the proposed processing/ disposal facility.
(3) Information on financial strength of the Respondent to support the operation of the processing/disposal facility and back the obligations and commitments to Luzerne County as specified above.

(4) Position of the Respondent regarding specific reservation of air space or capacity at processing/disposal facility for duration of the contract term.

(5) Acceptance of Marcellus Shale drilling residuals and materials, and the potential impact of disposal of these residuals on the processing/disposal capacity commitments of Respondent to Luzerne County.

(6) Contingency plans (i.e. backup disposal facilities) for continued processing/disposal of waste in the event of a reduction in waste processing/disposal capacity at the proposed disposal facility. Must provide a minimum of one (1) backup disposal facility, capable of accepting an equivalent amount of waste (or more) as was committed in the minimum guaranteed tonnage commitment, earlier in this SOI. Must provide name and address of back-up facility.

(7) Ability and willingness of the Respondent to accept variations in rates of waste delivered from Luzerne County.

e. Deviations or Exceptions to Contract Specifications – The SOI has provided a standard agreement to each Respondent selected for negotiations. This standard agreement is intended to reduce the period for negotiations. Luzerne County does not intend to deviate from this standard agreement except as necessary to incorporate specific provisions. If this submittal is premised upon any deviation, qualification and/or exception to the standard terms and conditions of the Municipal Waste
Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement section of this Solicitation of Interest, the Respondent must detail such deviations and/or exceptions in the following section (attach separate sheets, if necessary).

f. Days and Hours of Operation (Receiving Times, under the Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement - attach additional sheets if necessary):

_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________
5. CONSIDERATION OF TERMS AND CONDITIONS OF SOLICITATION OF INTEREST

To: Luzerne County
Purchasing Department
20 N. Pennsylvania Boulevard
Wilkes Barre, PA 18702
ATTN: Elizabeth DeNardi

From: ______________________________ (Name of Firm)
______________________________ (Mailing Address)
______________________________ (Contact Person) ___________________ (Telephone Number)

a. The undersigned having carefully read and considered the terms and conditions of the Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement and other documents contained in the Solicitation of Interest package, and being familiar with the local conditions affecting the cost of the work, does hereby propose to furnish all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to provide municipal waste processing/disposal services in accordance with the Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement under the conditions and rates hereinafter set forth.

b. In submitting this response, it is understood that Luzerne County reserves the right to reject any or all submittals, to waive any informalities in any submittal or the solicitation process, and to negotiate any final contract provisions based on the responses submitted.

c. In submitting this response, undersigned agrees that no Price Proposal may be withdrawn for a period of twelve (12) months after the date for receipt of responses and that all Price Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by Luzerne County.

Date: ______________________________

(Name of Firm)

By: ______________________________

AFFIX CORPORATE SEAL

Title: ______________________________

ATTEST: __________________________
A. BACKGROUND INFORMATION

1. Date: ______________________________

2. Name of Facility: ____________________________________________________________

3. Owner of Facility: ____________________________________________________________

4. Type of Facility:
   - Landfill ______ Resource Recovery (Waste to Energy) ______
   - MSW Composting ______ C&D Processing ______
   - Other (describe): __________________________________________________________

5. Address and Phone Number of Owner: _________________________________________
   ______________________________________

6. Address of Facility (if different from above): _________________________________
   ______________________________________

7. Contact Person: ______________________________ Title: ______________
   Phone: (____) ____________

8. Person Supplying Information: ______________________________ Title: ______________
   Phone: (____) ____________

9. State where Respondent entity is formed: _________________________________

10. Approx. Road Mileage from Facility to 200 North River Street, Wilkes Barre, PA 18711:
    ________________
B. PERMIT INFORMATION

Please complete the following for the portion of the site for which an approved PADEP municipal waste disposal permit or permit from state(s) outside of Pennsylvania have been obtained. For facilities other than landfills, describe the current permit conditions. Questions regarding proposed expansions are asked in a separate section of the questionnaire.

1. Permit Number ____________________________

2. Permit Site Acreage ____________ acres.
   Disposal Area ____________ acres.

3. If a Landfill, Permitted Capacity ____________ cubic yards ____________ years

4. Design Capabilities (if other than a landfill): Design Capacity ______________ tons/day
   Maximum Continuous Rating (MCR) ______________ tons/day
   Available Processing Capacity _____________ tons/day ____________ tons/year

   Please Identify:
   a. the maximum and average daily permitted quantities (in tons) of each of the listed types of waste, (if not accepted, please use N/A)
   b. the expected annual tonnage of each type of waste, and
   c. current tipping fees charged for waste deliveries (approximate, or give a range)

<table>
<thead>
<tr>
<th>Waste Type</th>
<th>Permitted Maximum Daily Tons</th>
<th>Permitted Average Daily Tons</th>
<th>Expected Annual Tons</th>
<th>Current Tipping Fee (specify per ton or cubic yard)</th>
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<tbody>
<tr>
<td>Municipal Waste (except for types listed below)</td>
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<td>Construction/ Demolition Waste (C&amp;D)</td>
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<td>Waste Type</td>
<td>Permitted Maximum Daily Tons</td>
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<tr>
<td>Incinerator Ash</td>
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<td>Asbestos</td>
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<td>Other MSW (please specify)</td>
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<td>Residual Waste – Marcellus Residuals</td>
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<td>Residual Waste - Other</td>
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Minimum % Solids of Sewage Sludge ________________ %

6. If a landfill, for the area subject to the permit, what is the estimated total available disposal capacity between January 1, 2021 and final closure (as currently permitted)?

   Approximately________ tons over _______ years, or approx. _________cubic yards of remaining air space.

7. What is the facilities current permitted capacity? _____________________ (CY)

C. DESCRIPTION OF FACILITY - LANDFILLS (add additional pages, if needed)

1. Please describe the design of your facility’s permitted operations.

   a. Primary Liner: (check those that apply)
      - Synthetic membrane Thickness = _______ mils  Material ________
      - Remolded clay Thickness = _______ inches  Permeability _______ cm/sec
      - Other ____________________________

   b. Secondary Liner:
      - Synthetic membrane Thickness = _______ mils  Material ________
      - Remolded clay Thickness = _______ inches  Permeability _______ cm/sec
      - Other ____________________________
What portions of this system are currently in place?

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

2. Leachate collection and treatment method currently permitted and in operation.

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

3. Please list any current or expected site access restrictions to transfer trailers or other vehicles (bridges, road limitations, grade, etc.).

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

4. Do you provide any processing or other handling of recyclables at your facility?
If yes, please explain.

______________________________________________________________________________

______________________________________________________________________________

If yes, what is your current contamination rate for recyclables collected? (If it varies by stream, please include average contamination rate across all streams collected)

______________________________________________________________________________

If no, what plans do you have to add recyclables handling and processing at your facility?

______________________________________________________________________________

______________________________________________________________________________

5. Describe your facility’s acceptance of Marcellus Shale drilling mud and other residuals and materials. Estimate the tons or quantity of Marcellus residuals accepted, and also as a percentage of total waste input at the facility. Also, describe the expected increase in acceptance of these materials in the future (next 5-10 years), and how you feel this will impact your ability to accept MSW and honor commitments to dispose of MSW and special handling municipal waste at your facility from Luzerne County.

______________________________________________________________________________

______________________________________________________________________________
6. List the types of recyclable materials collected at your facility and associated marketing arrangements, contracts, or end users.

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

D. DESCRIPTION OF FACILITY - OTHER THAN LANDFILLS
(add additional pages, if needed)

1. Briefly describe the current materials receiving and handling procedures at facility.

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

2. Please describe the facility’s current air pollution control methods.

☐ CEMS ☐ fabric filter/baghouse ☐ dry scrubber ☐ wet scrubber
☐ Electrostatic precipitator, number of fields = _____________
☐ Other: ___________________________________________________

Odor Control: ☐ chemical scrubber ☐ biofilter ☐ other: _______________________

3. Do you plan to change or add to your air pollution control practices? If so, please describe.

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

4. Please describe the current bypass waste disposal practices. Indicate whether there are firm agreements with the disposal facility for receipt of this material. Also, indicate the percent, by weight, of incoming waste that is bypassed.

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________
5. Please describe plans for future bypass waste disposal practices.

____________________________________________________________________________

____________________________________________________________________________

6. Please describe current residue treatment and disposal practices. Indicate agreements that are in place or anticipated for ash disposal. Also, indicate (for resource recovery facilities) the estimated quantity of fly ash and bottom ash as percent, by weight, of waste throughput (excluding bypass).

____________________________________________________________________________

____________________________________________________________________________

7. Please describe plans for future residue treatment and disposal practices, if different from above.

____________________________________________________________________________

____________________________________________________________________________

8. Do you provide any processing or other handling of recyclables at your facility?
   If yes, please explain

____________________________________________________________________________

____________________________________________________________________________

If yes, what is your current contamination rate for recyclables collected? (If it varies by stream, please include average contamination rate across all streams collected)

____________________________________________________________________________

If no, what plans do you have to add recyclables handling and processing at your facility?

____________________________________________________________________________

9. Describe the quantity and types of recovered products (e.g. energy, compost, metals, wood products/ organics) from your facility and associated marketing arrangements or contracts.

____________________________________________________________________________

____________________________________________________________________________
10. Has the Owner/Operator submitted or prepared to submit an application for a municipal waste permit modification?

☐ Yes  ☐ No

If yes, indicate the significant changes from the current permit.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

11. Please summarize any plans to expand facility capacity and any other plans for significant changes not described elsewhere in this questionnaire.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

12. Describe any other pertinent information on the facility or its operations.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

E. EXPANSION PLANS

Please summarize your expansion plans in narrative form. Indicate status of design and permit requirements, and expected date of initial operation of expansion (attach response on separate sheet, if necessary).

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
1. Expected Waste Types

<table>
<thead>
<tr>
<th>Expected Waste Types</th>
<th>Estimated Annual Quantity to be Processed or Disposed (specify tons or cubic yards)</th>
<th>Percent of Total Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Waste</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(except for types listed below)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction/ Demolition Waste</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewage Sludge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regulated Medical Waste</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incinerator Ash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residual Waste</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Additional Capacity Plans

a. If Landfill:
   1. Expected Total Capacity (tons or cubic yards) ________________________________
   2. Expected Lifetime (yrs.) ________________________________

b. If Other Than Landfill:
   1. Design Capacity ________________________________ tons/day
   2. MCR Rating ________________________________ tons/day
   3. Available Processing Capacity ________________________________ tons/day ______ tons/year

c. Expected Start of Expansion Development ________________________________

d. Start of Operations Date ________________________________
NON-COLLUSION AFFIDAVIT

STATE OF ____________________________:

COUNTY OF ________________________:

I state that I am ____________________________ of ____________________________ (Name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for providing the pricing information and the reserved tonnages included in this response.

I state that:

1. The price(s) and tonnages contained in this response have been arrived at independently and without consultation, communication or agreement with any other contractor, Respondent or potential Respondent.

2. Neither the price(s) nor the tonnages contained in this response, and neither the approximate price(s) nor approximate tonnages in this response, have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before the Submission due date and time, and opening of the Submission by Luzerne County’s Consultant.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding to this Solicitation of Interest, or to submit a response higher than this response, or to submit any intentionally high or noncompetitive response or other form of complementary response.

4. The response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

5. ____________________________ (Name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows (attach additional pages if necessary):

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
Luzerne County, Pennsylvania

I state that ____________________________ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Luzerne County and its consultants in recommending the award of service agreements for which this Response is submitted, on behalf of Luzerne County. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Luzerne County of the true facts relating to the submission of Responses for this contract. I understand and my firm understands that any fraudulent concealment will allow Luzerne County to pursue all applicable remedies at law or equity including, but not limited to, the right to reject this Response.

Sworn to and Subscribed before me

____________________________________
Name

This ________ day of __________, 20___.

____________________________________
Company Position

____________________________________(Notary Public)

My Commission Expires: __________________________
DISCLAIMER STATEMENT

The Consultant that represents Luzerne County has prepared the information contained in this Solicitation of Interest (SOI) from information received by them, and such information is believed to be accurate and reliable. However, by its receipt of this SOI, the party whose name appears below releases and forever discharges the County and all others employed by and/or representing Luzerne County and associated with this project, from any and all claims which such person(s) has, have or may hereafter have arising out of any information contained in this SOI. Any party who intends to submit a response to this SOI is specifically invited to independently verify the accuracy of the information contained herein.

____________________________
Name of Organization

____________________________
Name

____________________________
Title

____________________________
Date
DRAFT AGREEMENTS
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Single Stream</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[SS1] SINGLE STREAM = All recyclables, including fiber, collected together</td>
<td>15,647.34</td>
<td>17,628.84</td>
<td>24,216.69</td>
<td>21,817.40</td>
<td>23,680.78</td>
<td>24,075.57</td>
</tr>
<tr>
<td><strong>Single Stream Total</strong></td>
<td>15,647.34</td>
<td>17,628.84</td>
<td>24,216.69</td>
<td>21,817.40</td>
<td>23,680.78</td>
<td>24,075.57</td>
</tr>
<tr>
<td><strong>Commingled</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[XXX] COMMINGLED = 2 or more recyclables collected together, fiber separate</td>
<td>3,635.37</td>
<td>4,071.65</td>
<td>3,399.11</td>
<td>2,385.82</td>
<td>1,475.95</td>
<td>2,910.69</td>
</tr>
<tr>
<td><strong>Commingled Total</strong></td>
<td>3,635.37</td>
<td>4,071.65</td>
<td>3,399.11</td>
<td>2,385.82</td>
<td>1,475.95</td>
<td>2,910.69</td>
</tr>
<tr>
<td><strong>Glass</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[GL1] Clear Glass = bottles and jars</td>
<td>22.18</td>
<td>1.31</td>
<td>228.42</td>
<td>109.08</td>
<td>130.62</td>
<td>141.45</td>
</tr>
<tr>
<td>[GL2] Mixed Glass = bottles and jars</td>
<td>92.56</td>
<td>55.24</td>
<td>34.16</td>
<td>100.06</td>
<td>130.60</td>
<td>284.80</td>
</tr>
<tr>
<td>[GL3] Green Glass = bottles and jars</td>
<td>1.00</td>
<td>874.40</td>
<td>97.00</td>
<td>6.02</td>
<td>683.50</td>
<td>0.00</td>
</tr>
<tr>
<td>[GL4] Brown Glass = bottles and jars</td>
<td>0.01</td>
<td>180.40</td>
<td>213.05</td>
<td>213.05</td>
<td>294.80</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Glass Total</strong></td>
<td>116.74</td>
<td>1,003.62</td>
<td>719.97</td>
<td>348.42</td>
<td>1,032.37</td>
<td>436.35</td>
</tr>
<tr>
<td><strong>Paper</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[C01] Cardboard = corrugated</td>
<td>38,227.09</td>
<td>30,864.14</td>
<td>30,885.86</td>
<td>28,960.58</td>
<td>34,443.38</td>
<td>32,525.87</td>
</tr>
<tr>
<td>[C02] Brown bags &amp; sacks</td>
<td>16.85</td>
<td>35.86</td>
<td>671.31</td>
<td>39.18</td>
<td>83.41</td>
<td>0.00</td>
</tr>
<tr>
<td>[C03] Gabled / Aseptic Cartons = milk, juice, etc</td>
<td>1.47</td>
<td>1.45</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[PA1] Magazines &amp; Catalogs</td>
<td>116.18</td>
<td>592.62</td>
<td>1,059.86</td>
<td>401.08</td>
<td>191.42</td>
<td>364.83</td>
</tr>
<tr>
<td>[PA2] Newsprint / Newspaper</td>
<td>7,566.51</td>
<td>5,234.70</td>
<td>5,277.81</td>
<td>4,494.79</td>
<td>1,817.63</td>
<td>1,844.28</td>
</tr>
<tr>
<td>[PA3] Mixed / Other Paper Grades = junk mail, paper board, computer paper, chipboard</td>
<td>10,247.96</td>
<td>9,567.23</td>
<td>9,018.69</td>
<td>7,902.50</td>
<td>3,779.56</td>
<td>3,779.56</td>
</tr>
<tr>
<td>[PA4] Office Paper = all high grades</td>
<td>3,802.39</td>
<td>1,935.46</td>
<td>3,551.03</td>
<td>2,435.17</td>
<td>2,006.03</td>
<td>2,356.87</td>
</tr>
<tr>
<td>[PA6] Phone Books</td>
<td>7.28</td>
<td>19.46</td>
<td>7.82</td>
<td>2.10</td>
<td>0.19</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Paper Total</strong></td>
<td>60,000.96</td>
<td>48,265.87</td>
<td>50,489.24</td>
<td>44,249.80</td>
<td>42,223.09</td>
<td>40,886.38</td>
</tr>
<tr>
<td><strong>Plastics</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[PET1] #1 Plastic (PET) = Polyethylene Terephthalate</td>
<td>735.93</td>
<td>416.96</td>
<td>544.07</td>
<td>844.24</td>
<td>866.98</td>
<td>483.40</td>
</tr>
<tr>
<td>[PL3] #3 Plastic (PVC) = Unplasticised &amp; Plasticised Polyvinyl Chloride</td>
<td>265.32</td>
<td>127.37</td>
<td>212.79</td>
<td>139.45</td>
<td>109.81</td>
<td>137.89</td>
</tr>
<tr>
<td>[PL5] #5 Plastic (PP) = Polypropylene</td>
<td>413.36</td>
<td>264.79</td>
<td>203.40</td>
<td>255.75</td>
<td>196.58</td>
<td>155.73</td>
</tr>
<tr>
<td>[PL6] #6 Plastic (PS) = Polystyrene &amp; Expanded Polystyrene</td>
<td>163.79</td>
<td>78.02</td>
<td>83.70</td>
<td>162.81</td>
<td>160.71</td>
<td>50.20</td>
</tr>
<tr>
<td>[PL7] Mixed / Other Plastic</td>
<td>1,914.46</td>
<td>2,373.23</td>
<td>2,097.53</td>
<td>1,035.59</td>
<td>1,356.13</td>
<td>1,192.58</td>
</tr>
<tr>
<td>[PL8] Film Plastic</td>
<td>1,132.19</td>
<td>1,039.55</td>
<td>1,208.83</td>
<td>635.03</td>
<td>1,124.33</td>
<td>634.52</td>
</tr>
<tr>
<td>[DR1] Drum Plastic &lt;font color=&quot;red&quot;&gt; (Not Act 101/904 eligible)&lt;/font&gt;</td>
<td>14.36</td>
<td>19.93</td>
<td>8.16</td>
<td>19.09</td>
<td>40.09</td>
<td>7.05</td>
</tr>
<tr>
<td>[DR4] Drum Plastic &lt;font color=&quot;red&quot;&gt; (Not Act 101/904 eligible)&lt;/font&gt;</td>
<td>175.03</td>
<td>5.70</td>
<td>2.50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Plastics Total</strong></td>
<td>5,615.72</td>
<td>5,422.58</td>
<td>5,179.62</td>
<td>3,777.18</td>
<td>4,458.96</td>
<td>3,092.28</td>
</tr>
</tbody>
</table>
### Total Tons Recycled by Material (Residential & Commercial Combined)

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Metals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aluminum Cans</td>
<td>1,055.61</td>
<td>723.98</td>
<td>1,332.99</td>
<td>731.63</td>
<td>787.70</td>
<td>757.22</td>
</tr>
<tr>
<td>Steel &amp; Bimetallic (Tin) Cans</td>
<td>87.62</td>
<td>96.71</td>
<td>162.63</td>
<td>45.50</td>
<td>68.62</td>
<td>0.05</td>
</tr>
<tr>
<td>Ferrous Metal</td>
<td>8,116.33</td>
<td>8,560.46</td>
<td>1,184.70</td>
<td>1,061.65</td>
<td>1,092.81</td>
<td>1,943.20</td>
</tr>
<tr>
<td>Non-ferrous Metal</td>
<td>4,772.47</td>
<td>8,002.59</td>
<td>7,504.56</td>
<td>5,789.26</td>
<td>7,182.49</td>
<td>5,827.54</td>
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<tr>
<td>Copper</td>
<td>290.46</td>
<td>292.81</td>
<td>98.61</td>
<td>83.13</td>
<td>89.75</td>
<td>105.69</td>
</tr>
<tr>
<td>Brass</td>
<td>150.56</td>
<td>129.77</td>
<td>129.50</td>
<td>170.00</td>
<td>162.00</td>
<td>148.00</td>
</tr>
<tr>
<td>Lead</td>
<td>17.60</td>
<td>63.61</td>
<td>0.25</td>
<td>50.18</td>
<td>45.56</td>
<td>0.00</td>
</tr>
<tr>
<td>Stainless Steel</td>
<td>477.04</td>
<td>419.92</td>
<td>286.83</td>
<td>331.07</td>
<td>312.95</td>
<td>278.26</td>
</tr>
<tr>
<td>Mixed Metals</td>
<td>3,892.86</td>
<td>3,607.43</td>
<td>2,590.73</td>
<td>3,123.51</td>
<td>1,344.06</td>
<td>599.10</td>
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<tr>
<td>White Goods</td>
<td>517.56</td>
<td>1,504.20</td>
<td>1,302.78</td>
<td>525.03</td>
<td>470.90</td>
<td>398.10</td>
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<tr>
<td><strong>Metals Total</strong></td>
<td>17,586.30</td>
<td>29,306.36</td>
<td>20,828.45</td>
<td>16,307.57</td>
<td>16,567.68</td>
<td>13,942.78</td>
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<tr>
<td><strong>Household Hazardous Waste</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Antifreeze</td>
<td>0.39</td>
<td>0.15</td>
<td>0.00</td>
<td>0.15</td>
<td>0.15</td>
<td>0.15</td>
</tr>
<tr>
<td>Batteries: Lead-Acid</td>
<td>0.10</td>
<td>0.22</td>
<td>0.17</td>
<td>0.15</td>
<td>0.24</td>
<td>0.13</td>
</tr>
<tr>
<td>Batteries: Other Household</td>
<td>0.13</td>
<td>0.02</td>
<td>0.10</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>E-Waste</td>
<td>74.65</td>
<td>7.72</td>
<td>5.27</td>
<td>5.40</td>
<td>20.24</td>
<td>61.18</td>
</tr>
<tr>
<td>Used Oil</td>
<td>0.75</td>
<td>3.86</td>
<td>0.38</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Household Hazardous Waste Total</strong></td>
<td>75.63</td>
<td>12.21</td>
<td>5.92</td>
<td>5.55</td>
<td>20.63</td>
<td>61.31</td>
</tr>
<tr>
<td><strong>Commercial Hazardous Waste</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Antifreeze</td>
<td>76.16</td>
<td>6.08</td>
<td>39.23</td>
<td>51.22</td>
<td>58.90</td>
<td>74.27</td>
</tr>
<tr>
<td>Batteries: Lead-Acid</td>
<td>321.62</td>
<td>205.38</td>
<td>249.74</td>
<td>402.40</td>
<td>401.89</td>
<td>235.84</td>
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<td>Batteries: Other Household</td>
<td>2.45</td>
<td>16.08</td>
<td>1.36</td>
<td>0.67</td>
<td>0.75</td>
<td>2.05</td>
</tr>
<tr>
<td>E-Waste</td>
<td>326.51</td>
<td>684.44</td>
<td>77.45</td>
<td>388.02</td>
<td>114.99</td>
<td>205.62</td>
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<tr>
<td>Fluorescent Tubes &amp; CFLs</td>
<td>9.17</td>
<td>4.16</td>
<td>6.16</td>
<td>3.59</td>
<td>20.52</td>
<td>0.00</td>
</tr>
<tr>
<td>Oil Filters</td>
<td>1,954.43</td>
<td>259.44</td>
<td>690.77</td>
<td>826.35</td>
<td>242.99</td>
<td>328.83</td>
</tr>
<tr>
<td>Other</td>
<td>93.83</td>
<td>8.52</td>
<td>39.46</td>
<td>101.14</td>
<td>100.99</td>
<td>93.33</td>
</tr>
<tr>
<td><strong>Commercial Hazardous Waste Total</strong></td>
<td>2,819.10</td>
<td>1,209.29</td>
<td>1,185.87</td>
<td>1,772.64</td>
<td>966.58</td>
<td>971.49</td>
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<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
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<tr>
<td>Asphalt</td>
<td>118.00</td>
<td>40.00</td>
<td>420.00</td>
<td>500.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Rubber Tires</td>
<td>1,125.58</td>
<td>286.54</td>
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Waste Totals: 209014.7 21288 31054.9 284.3 11915 11 1476.6 275044.5

Note: This report does not show waste shipped from Pennsylvania counties to out-of-state disposal facilities, nor does it show waste collected for recycling.

For Year: 2014
Note: This report does not show waste shipped from Pennsylvania counties to out-of-state disposal facilities, nor does it show waste collected for recycling.

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## DEP BUREAU OF WASTE MANAGEMENT
### DISPOSAL INFO

**Jan 24 2020 4:01 AM**

*Last Last Refresh Time*

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**Note:** This report does not show waste shipped from Pennsylvania counties to out-of-state disposal facilities, nor does it show waste collected for recycling.

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<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>87.6</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>246,074.5</td>
<td>48,427.1</td>
<td>31,384.3</td>
<td>261.3</td>
<td>8,409.0</td>
<td>0.0</td>
<td>0.0</td>
<td>335,383.9</td>
</tr>
</tbody>
</table>

---

**Source:** [http://www.depgreenport.state.pa.us/powerbi/?id=7516b9e5-afc0-429f-a385-689a23871145&hostdata=%7B%22Build%22:%22...](http://www.depgreenport.state.pa.us/powerbi/?id=7516b9e5-afc0-429f-a385-689a23871145&hostdata=%7B%22Build%22:%22...)

**Date:** 1/24/2020
Luzerne County Estimate of the Current Composition of Discarded Municipal Waste Stream by Material Available for Recovery Based on EPA National Study

<table>
<thead>
<tr>
<th>Material Categories</th>
<th>Tons Disposed</th>
<th>Mean Composition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paper</td>
<td>30,313</td>
<td>13.0%</td>
</tr>
<tr>
<td>Plastic</td>
<td>44,304</td>
<td>19.0%</td>
</tr>
<tr>
<td>Glass</td>
<td>11,659</td>
<td>5.0%</td>
</tr>
<tr>
<td>Metals</td>
<td>23,318</td>
<td>10.0%</td>
</tr>
<tr>
<td><strong>Organics</strong></td>
<td><strong>114,258</strong></td>
<td><strong>49.0%</strong></td>
</tr>
<tr>
<td>Yard Trimmings</td>
<td>18,654</td>
<td>8.0%</td>
</tr>
<tr>
<td>Wood</td>
<td>18,654</td>
<td>8.0%</td>
</tr>
<tr>
<td>Food Waste</td>
<td>51,299</td>
<td>22.0%</td>
</tr>
<tr>
<td>Rubber, leather and textiles</td>
<td>25,650</td>
<td>11.0%</td>
</tr>
<tr>
<td>Inorganics</td>
<td>9,327</td>
<td>4.0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>233,179</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>
## Luzerne County Estimate of the Current Composition of Discarded Municipal Waste Stream by Material Available for Recovery Based on Statewide RW Beck Study

<table>
<thead>
<tr>
<th>Material Categories</th>
<th>Tons Disposed</th>
<th>Mean Composition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Paper</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Newspaper</td>
<td>9,560</td>
<td>4.1%</td>
</tr>
<tr>
<td>2 Corrugated Cardboard</td>
<td>20,520</td>
<td>8.8%</td>
</tr>
<tr>
<td>3 Office</td>
<td>6,529</td>
<td>2.8%</td>
</tr>
<tr>
<td>4 Magazine/Glossy</td>
<td>4,664</td>
<td>2.0%</td>
</tr>
<tr>
<td>5 Polycoated/Aseptic Containers</td>
<td>1,632</td>
<td>0.7%</td>
</tr>
<tr>
<td>6 Mixed Paper</td>
<td>8,628</td>
<td>3.7%</td>
</tr>
<tr>
<td>7 Non-recyclable Paper</td>
<td>26,582</td>
<td>11.4%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>78,115</td>
<td>33.5%</td>
</tr>
<tr>
<td><strong>Plastic</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 #1 PET Bottles</td>
<td>2,099</td>
<td>0.9%</td>
</tr>
<tr>
<td>9 #2 HDPE Bottles</td>
<td>1,865</td>
<td>0.8%</td>
</tr>
<tr>
<td>10 #3-#7 Bottles</td>
<td>233</td>
<td>0.1%</td>
</tr>
<tr>
<td>11 Expanded Polystyrene</td>
<td>2,099</td>
<td>0.9%</td>
</tr>
<tr>
<td>12 Film Plastic</td>
<td>13,524</td>
<td>5.8%</td>
</tr>
<tr>
<td>13 Other Rigid Plastic</td>
<td>7,229</td>
<td>3.1%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>27,049</td>
<td>11.6%</td>
</tr>
<tr>
<td><strong>Glass</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14 Clear Glass</td>
<td>3,031</td>
<td>1.3%</td>
</tr>
<tr>
<td>15 Green Glass</td>
<td>700</td>
<td>0.3%</td>
</tr>
<tr>
<td>16 Amber Glass</td>
<td>1,166</td>
<td>0.5%</td>
</tr>
<tr>
<td>17 Non-recyclable Glass</td>
<td>1,399</td>
<td>0.6%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>6,296</td>
<td>2.7%</td>
</tr>
<tr>
<td><strong>Metals</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 Steel Cans</td>
<td>3,265</td>
<td>1.4%</td>
</tr>
<tr>
<td>19 Aluminum Cans</td>
<td>933</td>
<td>0.4%</td>
</tr>
<tr>
<td>20 Other Ferrous</td>
<td>6,529</td>
<td>2.8%</td>
</tr>
<tr>
<td>21 Other Aluminum</td>
<td>933</td>
<td>0.4%</td>
</tr>
<tr>
<td>22 Other Non-Ferrous</td>
<td>466</td>
<td>0.2%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>12,125</td>
<td>5.2%</td>
</tr>
<tr>
<td><strong>Organics</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23 Yard Waste - Grass</td>
<td>2,099</td>
<td>0.9%</td>
</tr>
<tr>
<td>24 Yard Waste - Other</td>
<td>1,865</td>
<td>0.8%</td>
</tr>
<tr>
<td>25 Wood - Unpainted</td>
<td>16,089</td>
<td>6.9%</td>
</tr>
<tr>
<td>26 Wood - Painted</td>
<td>7,229</td>
<td>3.1%</td>
</tr>
<tr>
<td>27 Food Waste</td>
<td>31,479</td>
<td>13.5%</td>
</tr>
<tr>
<td>28 Textiles</td>
<td>10,260</td>
<td>4.4%</td>
</tr>
<tr>
<td>29 Diapers</td>
<td>5,596</td>
<td>2.4%</td>
</tr>
<tr>
<td>30 Fines</td>
<td>2,565</td>
<td>1.1%</td>
</tr>
<tr>
<td>31 Other organics</td>
<td>3,731</td>
<td>1.6%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>80,913</td>
<td>34.7%</td>
</tr>
<tr>
<td><strong>Inorganics</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32 Electronics</td>
<td>1,632</td>
<td>0.7%</td>
</tr>
<tr>
<td>33 Carpet</td>
<td>2,798</td>
<td>1.2%</td>
</tr>
<tr>
<td>34 Drywall</td>
<td>3,031</td>
<td>1.3%</td>
</tr>
<tr>
<td>35 Other C&amp;D</td>
<td>13,524</td>
<td>5.8%</td>
</tr>
<tr>
<td>36 HHW</td>
<td>466</td>
<td>0.2%</td>
</tr>
<tr>
<td>37 Other Inorganics</td>
<td>5,363</td>
<td>2.3%</td>
</tr>
<tr>
<td>38 Furniture</td>
<td>1,399</td>
<td>0.6%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>28,215</td>
<td>12.1%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>233,179</td>
<td>100%</td>
</tr>
</tbody>
</table>
RECYCLING

* Antifreeze
* Batteries
* Oil
* Recycling Companies

* Tires
* Gasoline
* Composting
* Haulers

LUZERNE COUNTY RESIDENTIAL RECYCLING GUIDE

EDUCATION

* What is being collected
* Municipal Recycling
* Proper ways to recycle
* Recycling Definitions
* Paint Recycling
* Defining Plastic Recycling

www.luzernecounty.org
1-800-821-7654
ACKNOWLEDGEMENT

Funding for this publication is provided by the Pennsylvania Department of Environmental Protection and the Luzerne County Recycling Office.

INTRODUCTION

The Luzerne County Recycling Office (LCRO) has assembled this guide in a continuing effort to promote recycling. This guide is designed to aid the residential sector as to where various materials can be recycled. The information in this guide is based solely on information supplied by the recyclers at the time the guide was compiled. Every attempt has been made to verify the information contained in this guide. The LCRO does not assume responsibility for or guarantee the accuracy of the information provided.

Alternative recyclers may be available and the listing of recyclers in this guide does not constitute any endorsement on the part of the LCRO.

It is suggested, that before any material is taken to these recyclers that the individual contact the listed recycler to verify pricing, hours of operation, specifications, acceptability, and any other concerns between the guide user and the recycler listed.

Printed on recycled paper.
*Please check with your Municipality to see if item is accepted in the future.

**Municipal Recycling**

**Ashley Borough**
Aluminum, Cardboard, *Glass-(bottles & jars), Grass, Paper, Plastic-(#1 & #2), Steel/Bi-metallic cans
570-270-5839

**Avoca Borough**
Aluminum, Cardboard, *Glass-(bottles & jars), Paper, Plastic-(#1 & #2), Steel/Bi-metallic cans, Yardwaste
570-457-4947

**Bear Creek Township**
Aluminum, Cardboard, *Glass-(bottles & jars), Paper, Plastic-(#1 & #2), Steel/Bi-metallic cans
570-822-2260

**Bear Creek Village Borough**
Aluminum, *Glass-(bottles & jars), Paper, Plastic-(#1 & #2), Steel/Bi-metallic cans
570 472-0359

**Black Creek Township**
Aluminum, Cardboard, Paper, Plastic-(#1 & #7), Steel/Bi-metallic cans
570-384-3206

**Butler Township**
Aluminum, Cardboard, *Glass-(bottles & jars), Paper, Plastic-(#1 & #2), Steel/Bi-metallic cans
570-788-3547

**Courtdale Borough**
Aluminum, *Glass-(bottles & jars), Paper, Plastic-(#1 & #2), Steel/Bi-metallic cans
570-287-8838

**Dallas Borough**
Aluminum, Cardboard, *Glass-(bottles & jars), Grass, Office Paper, Paper, Plastic-(#1 & #2), Steel/Bi-metallic cans, Yardwaste
570-675-1389

**Dallas Township**
Aluminum, Cardboard, *Glass-(bottles & jars), Grass, Office Paper, Paper, Plastic-(#1 & #2), Steel/Bi-metallic cans, Yardwaste
570-674-2000
Dennison Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Office, Paper, Paper,
Plastic-(#1 & #2),
Steel/Bi-metallic cans
570-443-8190

Edwardsville Borough
Aluminum, Cardboard,
*Glass-(bottles & jars),
Magazines, Paper,
Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-288-6484

Dorrance Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Magazines, Paper,
Plastic-(#1 thru #7),
Steel/Bi-metallic cans
570-868-6394

Exeter Borough
Aluminum, Cardboard,
*Glass-(bottles & jars), Grass,
Office Paper, Magazines,
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-654-3001

Dupont Borough
Aluminum, Cardboard,
*Glass-(bottles & jars),
Grass, Office Paper, Paper,
Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-655-6216

Exeter Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans
570-388-6090

Duryea Borough
Aluminum, Cardboard,
*Glass-(bottles & jars), Grass,
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-655-2829

Forty Fort Borough
Aluminum, Cardboard,
*Glass-(bottles & jars), Paper,
Plastic-(#1 & #2), Steel/
Bi-metallic cans, Yardwaste
570-287-8586

*Please check with your
Municipality to see if item
Is accepted in the future.
Foster Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans
570-636-3757

Franklin Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans
570-333-5131

Freeland Borough
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans
Yardwaste
570-636-1733

Hanover Township
Aluminum,
*Glass-(bottles & jars),
Grass, Office Paper, Paper,
Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-825-8522

*Please check with your
Municipality to see if item
Is accepted in the future.

Harveys Lake Borough
Aluminum, Cardboard,
*Glass-(bottles & jars), Paper,
Plastic-(#1 & #2),
Steel/Bi-metallic can
570-639-3300

Hazle Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Mix Paper, Paper,
Plastic-(#1 & #2),
Steel/Bi-metallic cans
570-455-2039

Hazleton City
Aluminum, *Glass-(bottles
& jars), Leaves, Paper,
Plastic-(#1 & #2),
Steel/Bi-metallic cans
Yardwaste
570-459-4990

Hughestown Borough
Aluminum,
*Glass-(bottles & jars),
Grass, Paper,
Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-654-2061
Jackson Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans
Yardwaste
570-675-8371

Jeddo Borough
Aluminum,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans
570-636-5386

Jenkins Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-654-3315

Kingston Borough
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-288-4576

Kingston Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Grass, Paper,
Plastic-(#1 & #2),
Steel/Bi-metallic cans
Yardwaste
570-696-1133

Laflin Borough
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans
570-654-3323

Lake Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans
570-639-2828

Larksville Borough
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-714-9846

*Please check with your
Municipality to see if item
Is accepted in the future.
Lehman Township
Aluminum, Cardboard,
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans
570-674-7788

Luzerne Borough
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-287-7633

Nanticoke City
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-735-2800

Newport Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-735-4735

Penn Lake Park Borough
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans
570-443-8017

Pittston City
Aluminum, Cardboard,
*Glass-(bottles & jars),
Magazines, Paper,
Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-654-0513

Pittston Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-654-0161

Plains Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-829-3430

*Please check with your Municipality to see if item is accepted in the future.
Plymouth Borough
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-779-1011

Pringle Borough
Aluminum, Cardboard,
*Glass-(bottles & jars),
Magazines, Paper,
Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-288-2339

Rice Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-868-6400

Salem Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans
570-752-4339

Sugar Notch Borough
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans
570-822-1618

Swoyersville Borough
Aluminum, Cardboard,
*Glass-(bottles & jars),
Magazines, Paper,
Plastic-(#1 & #2), Steel
Bi-metallic cans, Yardwaste
570-288-6581

West Hazleton Borough
Aluminum, Cardboard,
*Glass-(bottles & jars),
Office Paper, Paper,
Plastic-(#1 & #2),
Steel/Bi-metallic cans
570-501-0591

West Pittston Borough
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste, (leaves only)
570-655-7782

*Please check with your Municipality to see if item is accepted in the future.
West Wyoming
Aluminum, Cardboard,
*Glass-(bottles & jars),
Magazines, Office Paper,
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-693-1311

Wright Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Grass, Leaves, Paper,
Plastic-(#1 thru #2),
Steel/Bi-metallic cans,
Yardwaste
570-474-9067

White Haven Borough
Aluminum, Cardboard,
*Glass-(bottles & jars), Paper,
Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-443-9129

Wyoming Borough
Aluminum, Cardboard,
*Glass-(bottles & jars), Grass,
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-693-0291

Wilkes-Barre City
Aluminum, Cardboard,
*Glass-(bottles & jars), Grass,
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-821-1111

Wilkes-Barre Township
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-208-4635

Yatesville Borough
Aluminum, Cardboard,
*Glass-(bottles & jars),
Paper, Plastic-(#1 & #2),
Steel/Bi-metallic cans,
Yardwaste
570-654-2455

*Please check with your Municipality to see if item is accepted in the future.
**PAINT**

*Disposal of Liquid Paint*

Do not pour paint down household drains.

Do not throw *liquid* paint in the trash.

Solidify first, then dispose of paint. Paint is hazardous in its liquid form. If only a small amount of paint is left, simply remove the lid (outside and let dry.) Then the can may be put out for trash disposal or if recycling is available, the can may be recycled with metal cans.

**Tips to Dry Paint**

There are two ways to dry paint.

#1-Get a sturdy cardboard box and fill with clay-based kitty litter, pour the paint onto the kitty litter and let dry. Then dispose of this dried mixture with your trash. Some local hardware and paint stores carry a paint solidifier. Simply purchase, follow directions and when paint is dried, put out for trash collection.

#2-Pour kitty litter into paint can, just enough to absorb the paint. Leave lid off and let dry. Place lid in your regular garbage and put dried paint can out with your garbage.

---

**X-tras**

**Mercury Recycling**

DEP-570-826-2580

**Alkaline Batteries** - can be safely disposed of with normal household waste.

Regular batteries, (flashlight, remotes, toys, solar lights, etc.) are ok to toss in the trash, but Rechargeable batteries, (motorcycle, car), should be recycled according to US federal guidelines.
Hazleton City
Barry Postupack, LLC
139 E. Green Street
570-454-0841

Kingston Borough
Bonner Chevrolet Co., Inc.
694 Wyoming Avenue
570-287-2117

McCarthy Tire Service Co., Inc.
520 Pierce Street
570-283-0521

Larksdale Borough
J-L Used Auto Parts Inc.
R. 658 E. Main Street
570-779-5101

Wilkes-Barre City
Phil's Sunoco Service
531 S. Main Street
570-829-9209

It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.
PLASTIC RECYCLING
EXPLAINED

There's currently much confusion on which plastic items go into the recycling bin. Only BOTTLES and JARS are always recyclable. Don't worry about numbers just be sure to give a quick RINSE.

The recycling symbols, triangles with numbers inside, on plastic packaging and containers are on all plastic items... from bottles to toys. The number defines the chemical formula of the plastic resin. Unfortunately, plastic manufacturers chose a triangle to put their number in and not a box or circle. We see the recycling symbol and consider it a green light to put it in the bin. Nope.

Not all plastics are created equal! Most plastic items cannot be placed in your recycling bin. Bottles and Jars consistently pass the test.

There have never been so many plastic items in our daily lives. But finding a market, a factory that remanufactures these plastics into useable items is extremely difficult and often impossible. Many of these everyday plastics hold food items such as bakery and berry boxes, frozen food trays, snack and fruit cups.

Do they have a triangle with a number inside? Yes, they do, but no market.

Generally speaking, when wondering if a plastic item can go into your recycling bin just ask yourself if it is a Bottle or Jar. When in doubt, throw it out.

Be sure to look for a #1 or a #2 on the container as these are the types that most municipalities will accept for recycling. As usual, please remember to always rinse out the bottles and jars before placing them in your recycling containers. By doing this you will help these items get farther down the recycling chain instead of spreading contamination, causing all items to end up at the landfill.

Still not sure if your town takes them? Give the municipality a call before discarding.
Recycling Companies

LUZERNE COUNTY

Edwardsville Borough

The UPS Store
512 Northampton Street
Gateway Shopping Center
Cardboard Boxes;
Formed Styrofoam;
Styrofoam Packing
Peanuts (polystyrene);
Bubble Wrap
570-288-9901

Valenti Scrap Yard, Inc.
21 S. Wyoming Avenue
Aluminum Cans;
Appliances (Without Freon);
Automobiles; Bi-Metallic Cans;
Ferrous & Non Ferrous Metals;
Car Batteries; Computers
& Accessories (No Monitors);
Small Metal Appliances:
Iron; Steel
570-288-3112

Hanover Township

Louis Cohen & Son, Inc.
21 S. Wyoming Avenue
Aluminum; Aluminum Cans;
Appliances (Without Freon);
Bi-Metallic Cans;
Corrugated Cardboard;
Non Ferrous metals; Iron;
Metals; Steel
570-823-0113

Northeast Recycling Solutions
50 Breaker Road
Aluminum Cans; Bi-Metallic Cans;
Corrugated Cardboard;
Co-Mingled Recyclables;
Paper (All Grades);
Plastics; (All Grades);
Shredded Paper;
Hard cover/Soft Cover Books;
Magazines; Phone Books,
Residential Single Stream Recycling
570-270-0301

The Salvation Army
739 Sans Souci Parkway
Clothing & Accessories; Furniture;
Household Items; Paired Shoes;
Small Stuffed Animals; Purses;
Hard cover/Soft Cover Books
570-823-4191

Waste Reduction, Recycling &
Transfer, Inc.
2100 Sans Souci Parkway
Cardboard Cores;
Corrugated Cardboard;
Demolition/Construction &
Remodeling Waste
570-825-3522

It is suggested, that prior to going to any
of the locations, that you call and verify
the hours of operation and if there is a
charge for their service.
**Hazleton City**

Brenner Recycling
282 S. Wyoming Street
*Aluminum; Aluminum Cans; Appliances (Without Freon); Automobiles; Bi-Metallic Cans; Cast Iron Motor Blocks; Computer & Accessories, Corrugated Cardboard; Ferrous & Non-Ferrous Scrap Metals; Iron; Lead Acid Batteries; Metals; Monitors; Newspapers; Paper; Steel; TV's*
570-454-8706

**Larksville Borough**

James Tabit & Sons
1151 Washington Avenue
*Air Conditioners; Aluminum; Aluminum Cans; Appliances (Without Freon); Automobiles; Bi-Metallic Cans; Brass; Copper; Computers & Accessories; (NO monitors) Ferrous & Non Ferrous Metals; Imaging Films; Iron; Lead; Lead Acid Batteries; Small Electric Items; Steel*
570-779-5344

**Kingston Borough**

Al’s Hardware
Software House
499 Northampton Street
*Cell Phones; Computers & Accessories; Ink Cartridges (Ink jet printers); Notebooks; Laptops; Toner/Drum Cartridges (laser printers)*
570-288-3455

J-L Used Auto Parts, Inc.
R. 658 E. Main Street
*Aluminum; Aluminum Cans; Appliances (With or Without Freon); Automobiles; Bi-Metallic Cans; Iron; Computers & Accessories; (NO monitors); Lawnmowers; Metals; Scrap Machinery & Equipment; Small Metal Appliances; Steel*
570-779-5101

**JR & Sons Recycling**
215 Division Street
*Aluminum; Aluminum Cans; Appliances; Light-Iron Batteries; Brass; Copper; Stainless Steel; Wire; etc.*
570-706-9648

It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.
Nanticoke City

J. P. Mascaro & Sons, Inc.
871 E. Main Street
Aluminum Cans; Bi-Metallic Cans; Corrugated Cardboard; Co-Mingled Recyclables; Glass Bottles only; Magazines; Newspapers; Office Paper; Phone Books; Plastics #1-#2; Soft Covered Books
570-735-0664 /1-800-243-7575

Plymouth Borough

Community Family Service
102 Martz Manor
Clothing & Accessories; Computers & Accessories; Furniture; Magazines
570-779-4570

Wilkes-Barre City

Abe N. Solomon, Inc.
701 S. Main Street
Aluminum, Aluminum Cans; Appliances (Without Freon); Brass; Copper; Iron; Lead; Lead Acid Batteries; Metals; Radiators; Stainless Steel; Steel
570-822-5182

Bielecki Scrap & Recycling
640 N. Pennsylvania Avenue
Aluminum; Aluminum Cans; Appliances (Without Freon); Copper; Corrugated Cardboard;

Bielecki Scrap & Recycling-(continued)
Ferrous & Non Ferrous Metals; Iron; Lead Acid Batteries; Shredded Office Paper; Steel
570-822-2002

Municipal Recovery Inc.
495 Stanton Street
Aluminum; Aluminum Cans; Appliances; (Without Freon); Bi-Metallic Cans; Cardboard Cores; Corrugated Cardboard; Co-Mingled Recyclables; Ferrous & Non Ferrous Metals; Paper (All Grades); Plastics; (All Grades); Shredded Paper; (Confidential Document Shredding); Single Stream Recycling
570-829-3231

Wilkes-Barre Township

Allan Industries
131 Allen Road
Aluminum; Aluminum Cans; Appliances (Without Freon); Bi-Metallic Cans; Ferrous & Non Ferrous Metals; Iron; Steel
570-826-0123

It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.
OTHER LOCATIONS

Bloomsburg

Bloomsburg Recycling Center
901 Patterson Drive
Aluminum Cans; Bi-Metallic Cans; Books-(Hard Cover & Paperback); Catalogs; Corrugated Cardboard; Glass; Junk Mail; Magazines; Mix Paper; Newspapers; Office Paper; Paper Bags; Phone Books; Plastics (All Grades); Steel Cans
570-784-4532

Hamburg

Cougle's Recycling, Inc.
1000 S. Fourth Street
Aluminum; Aluminum Cans; Cardboard Cores; Catalogs; Corrugated Cardboard; Co-Mingled Recyclables; Glass Bottles; Iron; Metals; Paper (All Grades); Phone Books; Plastics (All Grade-no styrofoam); Shredding & Document Destruction of Microfiche; Films; Shrink Wrap; Steel
1-610-562-8336

Northampton

Greenstar Allentown, LLC
799 Smith Lane
Aluminum; Aluminum Cans; Bi-Metallic Cans; Catalogs; Corrugated Cardboard; Co-Mingled Recyclables; Cardboard Cores; Mix Paper; Newspapers; Office Paper; Plastics
1-610-262-6988

Moscow

All-Shred
Rt. 690
Catalogs; Computers & Hard Drives; Corrugated Cardboard; Cardboard Cores; Imaging Films; Paper; Shredding & Recycling of Paper, Microfiche; Films
1-800-891-4410

Scranton

Diamond K Inc.
900 Battle Street
Catalogs; Cardboard Cores; Corrugated Cardboard; Magazines; Newspapers; Office Paper; Paper; Phone Books; Hard & Soft Covered Books
570-346-4684

It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.
Lackawanna County
Recycling Center
3400 Boulevard Avenue
Aluminum Cans; Catalogs;
Corrugated Cardboard;
Co-Mingled Recyclables;
Computer & Accessories;
Electronics;
Glass-(Bottles & Jars);
Magazines; Newspapers;
Office Paper;
Phone Books;
Plastics-(Bottles & Jars);
Televisions;
Wood Pallets;
Yardwaste-(Leaves, Grass, Brush)
570-963-6868

Taylor

Corestates Processing & Recycling
9 Stauffer Industrial Park
Corrugated Cardboard
Newspapers; Paper;
Plastics-(PS-white Styrofoam,
LD Film-stretch wrap;
PP-green strappings);
Books –Hard & Soft Covered
570-562-6482

It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.
Exeter Borough
Kost Tire & Muffler
1801 Wyoming Avenue
570-693-4442

Forty Fort Borough
Vito’s & Gino’s Auto
949 Wyoming Avenue
570-288-8995

Hazle Township
McCarthy Tire Service Co., Inc.
178 Airport Road
570-455-4968

Hazleton City
Lehigh Tire Co.
301 W. Broad Street
570-455-5854

Barry Postupack, LLC
139 E. Green Street
570-454-0841

Kingston Borough
Falzone’s Service, Inc.
365 Pierce Street
570-287-8501

Kost Tire & Muffler
374 Wyoming Avenue
570-283-0568

McCarthy Tire Service Co., Inc.
520 Pierce Street
570-283-0521

T & F Tire Supply Co., Inc.
527-533 Market Street
570-287-6712

Nanticoke City
Eddie’s & Jack’s Garage
555 W. Main Street
570-735-3466

Pittston City
Jack Williams Tire Center
294-296 S. Main Street
570-655-8181

It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.
Pittston Township

Gino's Tire Service
84 Winter Street
570-654-7371

Plymouth Borough

Chervy's Service Station
91 Washington Ave.
570-779-9531

Wilkes-Barre City

McCarthy Tire
Service Co., Inc.
340 Kidder Street
570-822-3151

Phil's Sunoco Service
531 S. Main Street
570-829-9209

Wilkes-Barre Township

Kost Tire & Muffler
249 W-B Twp. Blvd.
570-823-9662

It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.
**GASOLINE**

**Larksville Borough**
J-L Used Auto Parts Inc.
R. 658 E. Main Street
570-779-5101

**Plymouth Borough**
Chervy’s Service Station
91 Washington Ave.
570-779-9531

Phil’s Sunoco Service
531 S. Main Street
570-829-9209

**Exeter Borough**
Kost Tire & Muffler
1801 Wyoming Ave.
570-693-4442

**Edwardsville**
Valenti Scrap Yard, Inc.
Route 11, Narrows Road
570-288-3112

**Forty Fort Borough**
Vito’s & Gino’s Auto
949 Wyoming Avenue
570-288-8995

**Hanover Township**
Louis Cohen & Son, Inc.
Fellows Avenue
570-823-0113

Ron’s Service
Station, LLC
1501 Sans Souci Parkway
570-822-0003

**LEAD-ACID BATTERIES**

**Dallas Township**
Kunkle Motors
Corner Rt. 309 &
Kunkle Alderson Rd.
570-675-1546

It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.
Hazle Township

McCarthy Tire Service Co., Inc.
178 Airport Road
570-455-4968

Hazleton City

Brenner Recycling
282 S. Wyoming Street
570-454-8706

Lehigh Tire Co.
301 W. Broad Street
570-455-5854

Barry Postupack, LLC
139 E. Green Street
570-454-0841

Kingston Borough

Bonner Chevrolet Co., Inc.
694 Wyoming Avenue
570-287-2117

Falzone’s Service, Inc.
365 Pierce Street
570-287-8501

Kost Tire & Muffler
374 Wyoming Avenue
570-283-0568

McCarthy Tire Service Co., Inc.
520 Pierce Street
570-283-0521

T & F Tire Supply Co., Inc.
527-533 Market Street
570-287-6712

Lake Township

Lamoreaux's Auto Parts
2179 State Rt. 118
570-477-2562

Larksville Borough

James Tabit & Sons
1151 Washington Avenue
570-779-5344

J-L Used Auto Parts Inc.
R. 658 E. Main Street
570-779-5101

Luzerne Borough

Advance Auto Parts
554 Union Street
570-287-7449

It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.
Nanticoke City

Eddie's & Jack's Garage
555 W. Main Street
570-735-3466

Pittston City

T. J.'s Auto
342 S. Main Street
570-655-9469

Pittston Township

AutoZone
4000 N. Township Blvd.
570-603-7285

Plymouth Borough

Chervy's Service Station
91 Washington Ave.
570-779-9531

Swoyersville Borough

Rich's Service Station, LLC
655 Main Street
570-288-1578

West Nanticoke

R. J. McGlynn's Auto Exchange
1246 Sans Souci Parkway
570-829-5852

Joe's Auto
R. 5 Alden Road
570-814-6795

Wilkes-Barre City

Abe N. Solomon, Inc.
701 S. Main Street
570-822-5182

Auto Zone
587 S. Main Street
570-819-3976

Bielecki Scrap & Recycling
640 N. Pennsylvania Avenue
570-822-2002

McCarty Tire Service, Co., Inc.
340 Kidder Street
570-822-3151

It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.
Phil's Sunoco Service
531 S. Main Street
570-829-9209

Wilkes-Barre Township

Advance Auto Parts
915 W-B Twp. Blvd.
570-824-9297

Kost Tire & Muffler
249 W-B Twp. Blvd.
570-823-9662

Pep Boys #390
450 WB Twp. Blvd
570-819-1100

Kingston Borough

Kingston Borough
(RESIDENTS ONLY)
455 Church Street
570-288-4576

Back Mountain

Dallas Area Municipal Authority
(RESIDENTS OF DALLAS BOROUGH, DALLAS TWP., KINGSTON TWP. & LEHMAN TWP. ONLY)
3337 State Route 118
570-696-1133

Newport Township

Earth Conservancy
461 West Kirmar Parkway
(State Road 3004)
570-823-3445

West Wyoming Borough

West Wyoming Borough
(RESIDENTS ONLY)
926 Shoemaker Avenue
570-693-1311

It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.

COMPOSTING
Yard & Leaf Waste

DuPont Borough

Greater Pittston Regional Compost Facility
(Avoca, Duryea, DuPont, Hughestown, Jenkins, Pittston City, Pittston Township)
67 Garden Road
570-655-6216
(Composting continued)

Wright Township

Wright Township
(Fairview & Wright Twp.
Residents only)
Mt. Top Area Council of Govt.
- MACOG off Oak Hill Drive-
(Industrial Park)
570-474-9067

Scranton

Lackawanna County
Recycling Center
3400 Boulevard Avenue
570-963-6868

LANDFILLS

Hegins, Schuylkill County

Commonwealth Environmental
Systems, L.P.
99 Commonwealth Road
570-695-3590

Dunmore, Lackawanna County

Keystone Sanitary Landfill
249 Dunham Drive
570-343-5782

Taylor, Lackawanna County

Alliance Sanitary Landfill
398 S. Keyser Ave.
570-562-1600

TRANSFER STATION

Municipal Solid Waste

Hanover Township

Waste Reduction Recycling
& Transfer, Inc.
2100 Sans Souci Parkway
570-825-3522

Pen Argyl, Northampton County

Grand Central Sanitary Landfill
910 W. Pennsylvania Ave.
570-562-1600

It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.
(Landfills-Continued)

Pine Grove,
Schuylkill County

Pine Grove Landfill
193 Shultz Road
570-345-2777

Wellsboro, Tioga County

Phoenix Resources Landfill
782 Antrim Road
570-353-2406

Birdsboro, Berks County

Pioneer Crossing Landfill
727 Red Lane Road
610-582-2900

Millville, Columbia County

White Pines Landfill
515 State Route 442
610-582-2900

McElhattan, Clinton County

Wayne Township Landfill
P.O. Box 209
570-769-6977

It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.
HAULERS

ABC Hauling & Excavating
Kingston
570-696-1374

Abe N. Solomon, Inc.
Wilkes-Barre
570-822-5182

Art Kerpovich Sanitation Service
Shavertown
570-696-3739

Brdaric Excavating, Inc.
Luzerne
570-287-7279

M. H. Brenner Recycling Inc.
Hazleton
570-454-8706

CCI Waste & Recycling Service, Inc.
Olyphant
1-877-347-1010

County Waste
Olyphant
570-685-7000

Waste Management
Bloomsburg
570-784-3125

EIO Waste Solutions & Recycling, Inc.
Dallas
570-255-2574

County Waste
W. Wyoming
570-693-1514

Evans Disposal LLC
Bloomsburg
570-784-5762 or 570-683-5548

County Waste
Mountaintop
570-868-6462

Hontz Sanitation
Wapwallopen
570-868-5101

J. P. Mascaro & Sons
Nanticoke
570-735-0664

Northeast Carthage LLC
Kingston
570-270-0301
Passariello Sanitation
Scranton
570-344-9723

R.H. Cunfer Inc.
Sanitation Services
Sugarloaf
570-788-1161

Searles Sanitation
Dallas
570-674-7056

County Waste
Sybertsville
570-788-1294

Soloman Container
Service
Wilkes-Barre
570-829-2206

United Sanitation
Network, Inc.
Duryea
570-883-0725

Vinces Sanitation
Plains
570-822-2269

Waste Management
Dunmore
570-344-7812

Waste Management
Mifflinville
800-869-5566

Waste Reduction Recycling & Transfer, Inc.
Wilkes-Barre
570-825-3522
Dallas Township

Kunkle Motors
Corner Rt. 309 &
Kunkle Alderson Rd.
570-675-1546

Taddei’s Back Mountain Transmission
1011 Lower Demunds Road
570-675-1504

Exeter Borough

A&A Auto Parts
1575 Wyoming Avenue
570-654-3331

Barber Ford Inc.
962 Wyoming Avenue
570-654-3351

Kost Tire & Muffler
1801 Wyoming Avenue
570-693-4442

Forty Fort Borough

Vito’s & Gino’s Auto
949 Wyoming Avenue
570-288-8995

Foster Township

Balas Distributing Co.
14 Foster Avenue
570-636-3940

Hanover Township

Ron’s Service Center
1510 Sans Souci Parkway
570-822-0003

Hazleton City

Hazleton City DPW Garage
(RESIDENTS ONLY)
215 N. Cedar Street
570-459-4916

Lehigh Tire Co.
301 W. Broad Street
570-455-5854

Barry Postupack, LLC
139 E. Green Street
570-454-0841

Hazle Township

Hazleton Oil & Environmental, Inc.
300 Tamaqua Street
570-929-1793

McCarthy Tire Service Co., Inc.
178 Airport Road
570-455-4968

Hunlock Township

RE Barber Repairs
1288 State Rt. 29
570-477-2138

It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.
<table>
<thead>
<tr>
<th>Kingston Borough</th>
<th>Nanticoke City</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bonner Chevrolet Co., Inc.</strong>&lt;br&gt;694 Wyoming Avenue&lt;br&gt;570-287-2117</td>
<td><strong>Eddie’s &amp; Jack’s Garage</strong>&lt;br&gt;555 W. Main Street&lt;br&gt;735-3466</td>
</tr>
<tr>
<td><strong>Falzone Service, Inc.</strong>&lt;br&gt;365 Pierce Street&lt;br&gt;570-287-8501</td>
<td><strong>West Nanticoke</strong>&lt;br&gt;<strong>Joe’s Auto</strong>&lt;br&gt;R 5 Alden Road&lt;br&gt;570-814-6795</td>
</tr>
<tr>
<td><strong>Kost Tire &amp; Muffler</strong>&lt;br&gt;374 Wyoming Avenue&lt;br&gt;570-283-0568</td>
<td><strong>Pittston City</strong>&lt;br&gt;<strong>Jack Williams Tire Center</strong>&lt;br&gt;294-296 S. Main Street&lt;br&gt;570-655-8181</td>
</tr>
<tr>
<td><strong>McCarthy Tire Service Co., Inc.</strong>&lt;br&gt;520 Pierce Street&lt;br&gt;570-283-0521</td>
<td><strong>T.J.’s Auto</strong>&lt;br&gt;342 S. Main Street&lt;br&gt;570-655-9469</td>
</tr>
<tr>
<td><strong>T &amp; F Tire Supply Co., Inc.</strong>&lt;br&gt;527-533 Market Street&lt;br&gt;570-287-6712</td>
<td><strong>Pittston Township</strong>&lt;br&gt;<strong>AutoZone</strong>&lt;br&gt;4000 N. Township Blvd.&lt;br&gt;570-603-7285</td>
</tr>
<tr>
<td><strong>Lake Township</strong>&lt;br&gt;<strong>Lamoreaux’s Auto Parts</strong>&lt;br&gt;2179 State Rt. 118&lt;br&gt;570-477-2562</td>
<td><strong>Borino Tire &amp; Auto Center, Inc.</strong>&lt;br&gt;3600 N. Township Blvd.&lt;br&gt;570-655-2296</td>
</tr>
<tr>
<td><strong>Larksville Borough</strong>&lt;br&gt;<strong>J-L Used Auto Parts Inc.</strong>&lt;br&gt;R. 658 E. Main Street&lt;br&gt;570-779-5101</td>
<td><strong>Plains Township</strong>&lt;br&gt;<strong>Cross Valley Auto</strong>&lt;br&gt;121 N. River Street&lt;br&gt;570-823-3114</td>
</tr>
<tr>
<td>** Luzerne Borough**&lt;br&gt;<strong>Advance Auto Parts</strong>&lt;br&gt;554 Union Street&lt;br&gt;570-287-7449</td>
<td><strong>It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.</strong></td>
</tr>
</tbody>
</table>
Jo Dan Motors
1339 N. River Street
570-570-829-2043

Plymouth Borough
Cheryv's Service Station
91 Washington Avenue
570-779-9531

Swoyersville Borough
Rich's Service Station
655 Main Street
570-288-1578

Wilkes-Barre City
AutoZone
587 S. Main Street
570-819-3976

Car Barn Automotive
538 N. Penn Avenue
570-829-4717

Hall's Auto Service
439 S. Main Street
570-824-6261

McCarthy Tire Service Co., Inc.
340 Kidder Street
570-822-3151

Phil's Sunoco Service
531 S. Main Street
570-829-9209

The Auto Team
241-243 Barney Street
570-822-1879

Wilkes-Barre City DPW
(RESIDENTS ONLY NON COMMERCIAL)
3 Conyngham Avenue
821-1111
(M-F, 9:00 AM – 2:30 PM)

Wilkes-Barre Township
Advance Auto Parts
915 W-B Twp. Blvd.
570-824-9297

Kost Tire & Muffler
249 W-B Twp. Blvd.
570-823-9662

Orloski's Wash-N-Lube
295 Mundy Street
570-270-9274

Pep Boys #390
450 W-B Twp. Blvd.
570-819-1100

BULK COLLECTION

Hazle Township
Hazleton Oil & Environmental, Inc.
300 S. Tamaqua Street
570-929-1793

It is suggested, that prior to going to any of the locations, that you call and verify the hours of operation and if there is a charge for their service.
WHEN YOU RECYCLE RIGHT
EVERYDAY IS EARTH DAY

Remember..3 SIMPLE STEPS

READ IT- 
Look for the recycling symbol

RINSE IT- 
Remove food & liquids

RECYCLE IT- 
Place in recycling bin

ONE MINUTE CAN MAKE
ALL THE DIFFERENCE IN THE WORLD

FOR YOUR CHILDREN...
FOR THE EARTH...
FOR A LIFETIME

Please check with your local municipal offices for any questions, concerns or changes to the recycling program in your area.

Luzerne County Recycling Office

For more information check out our website at
https://www.luzernecounty.org - Recycling-Department
Establishing a recycling program for certain covered devices; imposing duties on manufacturers and retailers of certain covered devices; providing for the powers and duties of the Department of Environmental Protection and for enforcement; establishing the Electronic Materials Recycling Account in the General Fund; and prescribing penalties.

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Chapter 5. Administration

Section 501. Duties of department.

Section 502. Annual report.

Section 503. Additional duties.
Section 504. Fees for collection or recycling of covered devices.

Section 505. Environmentally sound management requirements.

Section 506. Disposal ban.

Section 507. Enforcement.

Section 508. Regulations.

Section 509. Multistate implementation.


Section 701. Expiration.

Section 702. Effective date.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

CHAPTER 1

PRELIMINARY PROVISIONS

Section 101. Short title.

This act shall be known and may be cited as the Covered Device Recycling Act.

Section 102. Definitions.

The following words and phrases when used in this act shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"Brand." Symbols, words or marks that identify a covered device, rather than any of its components.

"Computer." A desktop or notebook computer. The term does not include an automated typewriter, professional workstation, server, mobile telephone, portable handheld calculator, portable digital assistant, MP3 player or other similar device.

"Computer manufacturer." A person:

(1) who manufactures covered computer devices to be sold under its own brand as identified by its own brand label;

(2) who sells covered computer devices manufactured by others under its own brand as identified by its own brand label;
label; or

(3) who assumes the duties imposed on the computer manufacturer under this act.

THE TERM DOES NOT INCLUDE A PERSON WHO MANUFACTURES ONLY PERIPHERAL COMPUTER DEVICES.

"Consumer." An occupant of a single detached dwelling unit or a single unit of a multiple dwelling unit who has used a covered device primarily for personal or home SMALL business use. FOR PURPOSES OF THIS DEFINITION A SMALL BUSINESS IS AN ENTITY THAT IS INDEPENDENTLY OWNED OR OPERATED, EMPLOYS 50 OR FEWER PEOPLE, HAS PURCHASED OR LEASED A COVERED COMPUTER DEVICE FROM A COMPUTER MANUFACTURER OR RETAILER AND, BUT FOR THE PROGRAM ESTABLISHED UNDER THIS ACT, WOULD NOT OTHERWISE HAVE ACCESS TO ELECTRONIC RECYCLING PROGRAMS.

"Covered computer device." A desktop or notebook computer or computer monitor or peripheral, marketed and intended for use by a consumer. The term does not include a covered television device.

"Covered device." A covered computer device and covered television device marketed and intended for use by a consumer. The term does not include:

(1) a device that is a part of a motor vehicle or any component part of a motor vehicle assembled by or for a vehicle manufacturer or franchised dealer, including replacement parts for use in a motor vehicle;

(2) a device that is functionally or physically a part of or connected to or integrated within equipment or a system designed and intended for use in an industrial, governmental, commercial, research and development or medical setting, including, but not limited to, diagnostic, monitoring, control or medical products as defined under the Federal Food, Drug, and Cosmetic Act (52 Stat. 1040, 21 U.S.C. § 301 et seq.), or equipment used for security, sensing,
monitoring, antiterrorism, emergency services purposes or
equipment designed and intended primarily for use by
professional users;
(3) a device that is contained within a clothes washer,
clothes dryer, refrigerator, refrigerator and freezer,
microwave oven, conventional oven or range, dishwasher, room
air conditioner, dehumidifier, air purifier or exercise
equipment; or
(4) any of the following:
   (i) Telephone of any type, including a mobile phone.
   (ii) Personal digital assistant.
   (iii) Global positioning system.
"Covered television device." An electronic device that
contains a tuner that locks on to a selected carrier frequency
and is capable of receiving and displaying television or video
programming via broadcast, cable or satellite, including,
without limitation, any direct view or projection television
with a viewable screen of four inches or larger whose display
technology is based on cathode ray tube, plasma, liquid crystal,
digital light processing, liquid crystal on silicon, silicon
crystal reflective display, light emitting diode or similar
technology marketed and intended for use by a consumer primarily
for personal purposes. The term does not include a covered
computer device OR A MOBILE TELEPHONE.
"Department." The Department of Environmental Protection of
the Commonwealth.
"Desktop computer." An electronic, magnetic, optical,
electrochemical or other high-speed data processing device
which:
   (1) Performs logical, arithmetic and storage functions
   for general purpose needs which are met through interaction
   with a number of software programs contained in the device.
   (2) Is not designed to exclusively perform a specific
type of limited or specialized application.

(3) Achieves human interface through a stand-alone keyboard, stand-alone monitor or other display unit and a stand-alone mouse or other pointing device and is designed for a single user.

(4) Has a main unit that is intended to be persistently located in a single location, often on a desk or on the floor.

"MANUFACTURER." A COMPUTER MANUFACTURER OR A TELEVISION MANUFACTURER.

"Market share." An estimate of the total weight of a television manufacturer's sales of covered television devices during the previous program year calculated by multiplying the weight of its covered television devices sold nationally times the quotient of this Commonwealth's population divided by the national population.

"New covered device." A covered device or a covered television device that is manufactured after the effective date of this section.

"Notebook computer." An electronic, magnetic, optical, electrochemical or other high-speed data processing device which:

(1) Performs logical, arithmetic or storage functions for general purpose needs which are met through interaction with a number of software programs contained in the device.

(2) Is not designed to exclusively perform a specific type of limited or specialized application.

(3) Achieves human interface through a keyboard, video display greater than four inches in size and mouse or other pointing device, all of which are contained within the construction of the unit which comprises the notebook computer.

(4) Can be carried as one unit by an individual.
(5) May include a supplemental stand-alone interface device.

(6) May use external, internal or batteries for a power source.

The term does not include a portable handheld calculator, portable digital assistant or similar specialized device.

"Obligated share." The proportion of covered computer devices that reflects a manufacturer's returns share or covered television devices that reflects a manufacturer's market share responsibility under this act.

"Orphan device." A covered computer device for which no manufacturer may be identified.

"Peripheral." A keyboard, printer or any other device sold exclusively for external use with a computer that provides input into or output from the computer. The term does not include adaptive or assistive technologies.

"Person." An individual, trust, firm, joint stock company, business concern, corporation, government agency, partnership, limited liability company or association.

"Program year." A full calendar year beginning on or after January 1, 2011.

"Purchase." The taking by sale of title in exchange for consideration.

"Recycling." A process by which covered devices that would otherwise become solid waste or hazardous waste are collected, transported, separated and processed, including disassembling, dismantling or shredding, to be returned to use in the form of raw materials or products in accordance with environmental standards established by the Department of Environmental Protection.

"Retail sales." The sale of covered devices through sales outlets, via the Internet, mail order or other means, regardless of whether the retailer has a physical presence within this
"Retailer." A person who offers for sale, other than for resale by the purchaser, new covered devices in this Commonwealth by any means, including, but not limited to, sales outlets, catalogs or the Internet.

"Return share." The proportion of covered computer devices for which an individual manufacturer is responsible to collect, transport and recycle.

"Return share in weight." The total weight of covered computer devices for which a manufacturer is responsible to collect, transport and recycle.

"Sale" or "sell." A transfer for consideration of title, including, but not limited to, a transaction conducted through a sales outlet, catalog, the Internet or any other similar electronic means. The term does not include a lease.

"Secretary." The Secretary of Environmental Protection of the Commonwealth.

"Television manufacturer." A person who:

(1) manufactures covered television devices to be sold under its own brand as identified by its own brand label or BEING sold under a brand it licenses; IS LICENSED TO USE; or

(2) sells covered television devices manufactured by others under its own brand as identified by its own brand label; or

(3) assumes the duties imposed on a television manufacturer under this act.

CHAPTER 3

DUTIES OF MANUFACTURERS AND RETAILERS

Section 301. Applicability.

The collection, transportation and recycling provisions of this act shall apply only to covered devices used by and collected from a consumer in this Commonwealth.

Section 302. Sales prohibition.
(a) General rule.--No manufacturer and, no later than 12 months after the effective date of this section, no retailer may sell or offer for sale in this Commonwealth a new covered device unless the brand is included on the list of registered manufacturers and their brands maintained by the department pursuant to subsection (b).

(b) List to be maintained by department.-- No later than six months after the effective date of this section, the department shall maintain a list of each registered manufacturer, the brands of all covered devices reported in each manufacturer's registration and the brands of covered devices for which no manufacturer has registered and post the list on the department's Internet website.

(c) Duty of retailers to consult list.--

(1) Beginning no later than 12 months after the effective date of this section, a retailer of new covered devices to be offered for sale in or into this Commonwealth shall consult the list prior to selling new covered devices in this Commonwealth.

(2) A retailer shall be considered to have complied with paragraph (1) if, on the date that the new covered device was ordered from by the retailer, the brand was on the list of registered manufacturers and is posted on the Internet website identified in subsection (b).

Section 303. Labeling requirement.

On or after the effective date of this section, no manufacturer or retailer may sell or offer for sale in this Commonwealth a new covered device unless it is labeled with the manufacturer's brand whether owned or licensed.

Section 304. Registration.

(a) Manufacturers registration.--

(1) A manufacturer of new covered devices offered for sale in this Commonwealth shall register with the department
by January 30, 2011, or six months after the effective date of this section, whichever is later, and pay a registration fee of $5,000.

(2) After January 30, 2011, or six months after the effective date of this section, whichever is later, if a manufacturer has not previously filed a registration, the manufacturer shall file a registration with the department prior to any offer for sale or delivery in this Commonwealth of the manufacturer's new covered devices and shall pay to the department a registration fee of $5,000.

(3) A registered manufacturer shall submit an annual renewal of its registration to the department and pay to the department a registration fee of $5,000 by January 1 of each program year. The registration and each annual renewal shall include a list of all brands the manufacturer is using on its covered devices regardless of whether the manufacturer owns or licenses the brand, and shall be effective upon receipt by the department.

(b) Reporting by manufacturers.--

(1) In addition to reporting all brands under which its covered devices are offered for sale, regardless of whether the manufacturer owns or licenses the brand, the manufacturer's annual report to the department shall include an estimate of the total weight of its covered television devices sold to households during the previous year calculated by multiplying the weight of its covered television devices sold nationally times the quotient of this Commonwealth's population divided by the national population. The report required under this paragraph shall be submitted to the department upon initial registration and then by January 30 each year thereafter.

(2) When a manufacturer or group of manufacturers conducts its own collection, transportation and recycling
program for covered devices, the manufacturer or group of manufacturers shall submit a report to the department annually by January 30, beginning the year after the program is initiated. The report shall consist of the total weight of covered devices collected from consumers in this Commonwealth by the manufacturer or group of manufacturers during the previous program year and documentation verifying collection and recycling of such devices.

(c) Sales data. Any national sales data submitted by a television manufacturer to the department to fulfill its obligations under this act shall be exempt from disclosure under the provisions of the act of February 14, 2008 (P.L.6, No.3), known as the Right To Know Law, and shall not be disclosed by the department unless otherwise required by law or court order.

(b) (RESERVED).
directly utilized by the plan.

(3) Means that will be utilized to publicize the collection opportunities, including specification of an Internet website address or toll-free telephone number that provides information about the manufacturer's program in sufficient detail to allow consumers to learn how to return their covered devices for recycling.

(4) The intention of the manufacturer or each manufacturer to fulfill its obligated share under this act, through operation of its own program, either individually or with other manufacturers as a group.

(5) A listing of all collection sites for covered devices.

(6) FOR AN INITIAL PLAN SUBMITTED BY A MANUFACTURER OR GROUP OF MANUFACTURERS, AN ESTIMATE OF THE WEIGHT OF COVERED DEVICES TO BE COLLECTED DURING THE FIRST PROGRAM YEAR. THE PLAN SHALL ALSO INCLUDE INFORMATION DEMONSTRATING THE PROCESS BY WHICH THE MANUFACTURER OR GROUP OF MANUFACTURERS WILL INCREASE THE COLLECTION OF COVERED DEVICES BY A MINIMUM OF 2% BY WEIGHT PER YEAR BEGINNING WITH THE SECOND FULL PROGRAM YEAR.

(C) REPORTING BY MANUFACTURERS.--

(1) IN ADDITION TO REPORTING ALL BRANDS UNDER WHICH ITS COVERED DEVICES ARE OFFERED FOR SALE, REGARDLESS OF WHETHER THE MANUFACTURER OWNS OR LICENSES THE BRAND, THE MANUFACTURER'S ANNUAL REPORT TO THE DEPARTMENT SHALL INCLUDE: AN ESTIMATE OF THE TOTAL WEIGHT OF ITS COVERED DEVICES SOLD TO HOUSEHOLDS DURING THE PREVIOUS YEAR CALCULATED BY MULTIPLYING THE WEIGHT OF ITS COVERED DEVICES SOLD NATIONALLY TIMES THE QUOTIENT OF THIS COMMONWEALTH'S POPULATION DIVIDED BY THE NATIONAL POPULATION.
THE REPORT REQUIRED UNDER THIS PARAGRAPH SHALL
BE SUBMITTED TO THE DEPARTMENT UPON INITIAL REGISTRATION
AND THEN BY JANUARY 30 EACH YEAR THEREAFTER.

WHEN A MANUFACTURER OR GROUP OF MANUFACTURERS
CONDUCTS ITS OWN COLLECTION, TRANSPORTATION AND RECYCLING
PROGRAM FOR COVERED DEVICES, THE MANUFACTURER OR GROUP OF
MANUFACTURERS SHALL SUBMIT A REPORT TO THE DEPARTMENT
ANNUALLY BY JANUARY 30, BEGINNING THE YEAR AFTER THE PROGRAM
IS INITIATED. THE REPORT SHALL CONSIST OF THE TOTAL WEIGHT OF
COVERED DEVICES COLLECTED FROM CONSUMERS IN THIS COMMONWEALTH
BY THE MANUFACTURER OR GROUP OF MANUFACTURERS DURING THE
PREVIOUS YEAR AND DOCUMENTATION VERIFYING COLLECTION AND
RECYCLING OF THE DEVICES.

SALES DATA.--NATIONAL SALES DATA SUBMITTED BY A
MANUFACTURER TO THE DEPARTMENT TO FULFILL ITS OBLIGATIONS UNDER
THIS ACT SHALL BE EXEMPT FROM DISCLOSURE UNDER THE PROVISIONS OF
THE ACT OF FEBRUARY 14, 2008 (P.L.6, NO.3), KNOWN AS THE RIGHT-
TO-KNOW LAW, AND SHALL NOT BE DISCLOSED BY THE DEPARTMENT UNLESS
OTHERWISE REQUIRED BY LAW OR COURT ORDER.

Approval of plan.--

The department shall review a plan submitted to it
under subsection (a) and, within 60 days of receipt of the
plan, determine whether the plan complies with the provisions
of this act.

If the department approves the plan, the department
shall notify the manufacturer or group of manufacturers. If
the department rejects the plan, in whole or in part, the
department shall notify the manufacturer or group of
manufacturers and provide the reasons for the plan's
rejection. Rejection of a plan shall be based on the plan's
failure to provide the information required by subsection
(b).

Within 30 days after receipt of the department's
rejection, the manufacturer or group of manufacturers may revise and resubmit the plan to the department for approval.

(F) Effect of failure to comply with approval

(1) (i) If the total weight in pounds of covered devices collected, transported and recycled during a program year by a manufacturer or group of manufacturers is less than the sum of the obligated shares in weight for that program year of each manufacturer participating in the plan, the manufacturer or group of manufacturers shall submit to the department, by March 15 of the following program year, a payment to cover the cost of collecting, transporting and recycling the unmet portion of the sum of the obligated shares in weight.

(ii) The payment shall be equal to the quantity of the unmet portion, in pounds, plus an additional 10% of such quantity, multiplied by the cost per pound for collection, transportation and recycling of covered devices.

(iii) All payments collected under subparagraph (ii) shall be deposited into the ELECTRONIC MATERIALS Recycling Fund and shall be used to fund the activities under section 501 and other recycling programs within this Commonwealth.

(2) The department shall:

(i) Determine the average cost for collection and transportation of covered devices to be used in calculating the penalties under this paragraph.

(ii) No more frequently than annually and no less frequently than biennially review these costs and shall publish for public comment any proposed changes to these costs.

(G) Multiple computer manufacturers.
(1) Where more than one person may be deemed the computer manufacturer of a brand of a covered computer device, any one or more such persons may assume responsibility for and satisfy the obligations of a manufacturer under this act with respect to covered computer devices bearing that brand.

(2) In the event that no person assumes responsibility for and satisfies the obligations of a computer manufacturer under this act with respect to covered devices bearing that brand, for purposes of compliance with these provisions, the responsible party shall be the person who satisfies paragraph (1) of the definition of computer manufacturer.

(H) Construction.--Nothing in this act shall be construed to exempt any person from liability that person would otherwise have under applicable law.

Section 306. Retailer responsibility.

(a) Public notice.--A retailer shall notify customers about the manner in which to recycle a covered device and of the locations for the collection and return of covered devices. This notification shall occur either by posting the information within the retail location, by providing the department's toll-free telephone number, Internet website or both, or by providing retailer-developed information.

(b) Compliance.--A retailer shall comply with sections 302(a) and (c) and 303.
of this Commonwealth, is cost effective and meets the
environmentally sound management requirements of section 506.

(2) Update the list maintained pursuant to section
302(b) upon receipt by the department of a manufacturer's
registration or an annual manufacturer registration renewal.

(3) Organize and coordinate public education and
outreach. The department shall work with retailers to develop
the appropriate public education and outreach materials and
to assist retailers as necessary in the conduct of their
public education and outreach efforts.

(4) Review all plans submitted by a manufacturer or
group of manufacturers for the collection, transportation and
recycling of covered devices.

(5) Oversee the implementation of all approved plans and
take the necessary actions to ensure compliance with approved
plans.

Section 502. Annual report.
The department shall prepare and submit annually to the
General Assembly and post on its Internet website a report that
includes:

(1) The total weight of covered computer devices or
covered television devices collected in this Commonwealth
during the previous calendar year.

(2) A complete listing of all manufacturers' collection,
transportation and recycling programs and collection sites
operating in this Commonwealth during the prior calendar
year, the parties that operated them and the amount of
material by weight collected at each site.

(3) An evaluation of the effectiveness of the education
and outreach program.

(4) An evaluation of the existing collection and
processing infrastructure.

(5) Recommendations for expanding the program to include
additional electronic devices. All recommendations shall be
accompanied by an analysis of the positive and negative
aspects along with a cost benefit analysis of the
recommendations.

Section 503. Additional duties.
The department shall:

(1) Maintain an Internet website and toll-free telephone
number complete with up-to-date listings of where consumers
may take covered computer devices or covered television
devices for recycling under this act.

(2) No more frequently than annually and no less
frequently than biennially, review the amount of the covered
computer device and covered television device recycling and
registration fee. Recommended changes to the covered computer
device and covered television device recycling program and
registration fees shall be published in the Pennsylvania
2009HB0708PN4465 Bulletin. The department shall provide for a 30 day public
comment period on the recommended changes. The department
shall consider all comments received and revise accordingly
any of its original recommendations and changes to the
program or fees, which shall be contained in the annual
report. THE ENVIRONMENTAL QUALITY BOARD MAY PROMULGATE
REGULATIONS TO ADJUST FEES SO THAT THE FEES GENERATE
SUFFICIENT REVENUE REASONABLY NECESSARY TO IMPLEMENT THIS
ACT.

Section 504. Fees for collection or recycling of covered
computer devices.

No manufacturer or retailer may charge a fee or cost to a
consumer for the collection, transportation or recycling of a
covered device, unless a financial incentive of equal or greater
value is provided to the consumer. The financial incentive may
be in the form of a coupon or rebate.

Section 505. Environmentally sound management requirements.
(a) General rule.--Covered devices collected through any program in this Commonwealth, whether by a manufacturer, retailer, for-profit or not-for-profit corporation or unit of government, shall be recycled in a manner that is in compliance with all applicable Federal, State and local laws, regulations and ordinances and may not be exported for disposal in a manner that poses a significant risk to the public health or the environment.

(b) Performance requirements.--All

(1) ALL entities shall, at a minimum, demonstrate to the satisfaction of the department compliance with the Environmental Protection Agency's: Guidelines for Materials Management of the Partnership referred to as Plug-In to eCycling or Responsible Recycling (R2) Practices for use in Accredited Certification Programs as issued or any subsequent revisions or new editions and make this available on the Internet website described in subsection (c) in addition to any other requirements mandated by Federal or State law. THAT THE FACILITY TO BE USED TO RECYCLE COVERED DEVICES HAS ACHIEVED AND MAINTAINED THIRD-PARTY ACCREDITED CERTIFICATION FROM:

(I) THE RESPONSIBLE RECYCLING (R2) PRACTICES STANDARD;

(II) THE E-STEWARDS STANDARD; OR

(III) AN INTERNATIONALLY ACCREDITED THIRD-PARTY ENVIRONMENTAL MANAGEMENT STANDARD FOR THE SAFE AND RESPONSIBLE HANDLING OF COVERED DEVICES.

(2) ALL ENTITIES SHALL PROVIDE INFORMATION ABOUT THEIR CERTIFICATION AND ITS STANDING TO THE DEPARTMENT ALONG WITH ANY OTHER REQUIREMENTS REGARDING THIS SUBSECTION THAT MAY BE MANDATED BY FEDERAL OR STATE LAW. THE DEPARTMENT SHALL MAKE THIS INFORMATION AVAILABLE ON ITS INTERNET WEBSITE.

(c) Department to maintain Internet website.--The department...
shall maintain an Internet website that includes a list of entities and organizations that the department has determined have met the performance requirements.

Section 506. Disposal ban.

(a) General rule.--Two years after the effective date of this section, no person may place in municipal solid waste a covered device or any of its components or subassemblies thereof, excluding any nonhazardous residuals produced during recycling in any solid waste disposal facility.

(b) Hold harmless.--An owner or operator of a solid waste disposal facility shall not be found in violation of this section if such owner or operator has:

(1) made a good faith effort to comply with this section;

(2) posted in a conspicuous location at the facility a sign stating that covered electronic devices and covered television devices or any components thereof shall not be accepted at such facility; and

(3) notified, in writing, all collectors registered to deposit solid waste to such facility that such devices or their components shall not be accepted at the facility.

(c) Definition.--For purposes of this section, "facility" shall have the same meaning given to it in section 103 of the act of July 7, 1980 (P.L.380, No.97), known as the Solid Waste Management Act. The term does not include a transfer station.

Section 507. Enforcement.

(a) Judicial action.--

(1) The Commonwealth, through the Attorney General and the department, may initiate independent action to enforce any provision of this act, including failure by the manufacturer to submit a plan as required in section 305 or to remit the registration fee pursuant to section 304(a) to the department.
(2) Any funds awarded by the court shall be used first to offset enforcement expenses. Money in excess of the enforcement expenses shall be deposited into the Electronic Materials Recycling Account and used to support the activities under this act.

(b) Penalties.--

(1) Any manufacturer who fails to label its new covered devices with a brand, as required by section 303, who fails to register with the department and pay a registration fee, as required by section 304(a), may be assessed a penalty of up to $10,000 for the first violation and up to $25,000 for the second and each subsequent violation in addition to paying for any fees, payments and penalties required by or imposed pursuant to this act.

(2) Except as otherwise provided under paragraph (1), any person, including a retailer, who violates any requirement of this act may be assessed a penalty of up to $1,000 for the first violation and up to $2,000 for the second and each subsequent violation, in addition to paying for any fees, payments and penalties required by or imposed pursuant to this act.

(3) All penalty moneys collected under paragraphs (1) and (2) shall be deposited into the Electronic Materials Recycling Account and used to support the activities under this act.

(c) Injunctive relief.--A violation of the sales prohibitions of this act may be enjoined in an action in the name of the Commonwealth, brought by the Attorney General.

Section 508. Regulations.

The department may adopt rules and regulations as shall be necessary for the purpose of administering this act. The regulations shall be promulgated in accordance with the act of June 25, 1982 (P.L.633, No.181),
known as the Regulatory Review Act.

Section 509. Multistate implementation.

The department may participate in the establishment and implementation of a regional, multistate organization or compact to assist in carrying out the requirements of this act.


(a) Establishment.--The Electronic Materials Recycling Account is established as a restricted account in the General Fund. All proceeds resulting from the manufacturer's registration fees, renewal fees, penalties and judicial actions shall be deposited into the account.

(b) Uses.--The department may expend the moneys of the Electronic Materials Recycling Account only to carry out the duties imposed on the department under this act.

CHAPTER 7

MISCELLANEOUS PROVISIONS

Section 701. Expiration.

(a) Duty of Secretary of Environmental Protection to monitor Federal law.--

(1) The secretary shall monitor the enactment of laws by the Congress of the United States to determined whether any law has been so enacted that establishes a program directed to the collection and recycling of covered devices.

(2) If the secretary determines that such a law is enacted, the secretary shall publish that determination as a notice in the Pennsylvania Bulletin. The notice shall include a statement that the effect of the notice is the immediate expiration of this act as provided under subsection (b).

(b) Effect of secretary's determination.--This act shall expire on the date a determination of the secretary under subsection (a) is published in the Pennsylvania Bulletin.

Section 702. Effective date.
This act shall take effect in 60 days.

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CDRA Definition
Covered Device Recycling Act

"Covered Device Recycling Act" (House Bill 708), Act 108 of 2010 - An Act establishing a recycling program for certain covered devices; imposing duties on manufacturers and retailers of certain covered devices; providing for the powers and duties of the Department of Environmental Protection and for enforcement; establishing the Electronic Materials Recycling Account in the General Fund; and prescribing penalties.

"Covered device." A covered computer device and covered television device marketed and intended for use by a consumer.

- Covered computer device - A desktop or notebook computer or computer monitor or peripheral, marketed and intended for use by a consumer.
- Covered television device - An electronic device that contains a tuner that locks on to a selected carrier frequency and is capable of receiving and displaying television or video programming via broadcast, cable or satellite, including, without limitation, any direct view or projection television with a viewable screen of four inches or larger whose display technology is based on cathode ray tube, plasma, liquid crystal, digital light processing, liquid crystal on silicon, silicon crystal reflective display, light emitting diode or similar technology marketed and intended for use by a consumer primarily for personal purposes.
- Peripheral - A keyboard, printer or any other device sold exclusively for external use with a computer that provides input into or output from the computer.

DEP Central Office Contacts

Division of Waste Minimization and Planning
Bureau of Waste Management
PA Department of Environmental Protection
14th Floor Rachel Carson State Office Building
PO Box 8472
Harrisburg PA 17105-8472
717-787-7382

Larry Holley-- Division Chief, Waste Minimization and Planning
Georgia Kagle--Chief, Waste Reduction and Resource Management Section
Vacant--Covered Device Recycling Program
CDRA Overview
The Covered Device Recycling Act (CDRA), Act 108 of 2010 - A General Overview

Electronic products constitute one of the fastest growing streams of today’s consumer and commercial waste. In November 2010, the Pennsylvania General Assembly passed the CDRA, which establishes a number of requirements for individuals and entities involved throughout the life cycle of certain “covered” electronic devices. Covered devices include: desktop computers, laptop computers, computer monitors, computer peripherals, televisions, tablets, and e-readers.

Outlined below are requirements that address the manufacture, sale, end-of-life collection, management, and recycling of covered devices in Pennsylvania.

Manufacturers of covered devices offered for sale in Pennsylvania:

- Must affix brand labels to their covered devices.
- Must annually register their covered device brands with the Department of Environmental Protection (DEP) by August 31st.
- Must establish and conduct ongoing recycling programs that offer covered device collection opportunities at no cost to consumers. The term “no cost” means no fee may be charged unless a financial incentive, such as a coupon or rebate, of equal or greater value is provided to the consumer. Ongoing collection programs must be maintained and financed for the entire calendar year. The devices collected through these programs must be properly recycled at certified electronics recycling facilities. The recycling plan must be received by DEP by August 31st.
- Must report annual covered device collection and recycling data to DEP by January 31st of each year.

Retailers that offer covered devices for sale in Pennsylvania:

- Must only sell covered devices that are labeled with a brand registered with DEP.
- Must notify customers of how and where they can recycle their covered devices.
- May offer covered device collection opportunities, but, if they do, they must offer them to consumers at no cost. Any devices collected from consumers must be properly recycled at certified recycling facilities.

Electronics Recycling Facilities:

- Whether located in or outside of Pennsylvania, facilities that process or recycle covered devices that are collected from consumers through any electronics collection program in Pennsylvania, whether municipal, manufacturer, retailer, etc., must have achieved and maintained one of the following certifications:
  - e-Stewards Certification.
  - An internationally accredited third-party environmental management standard for the safe and responsible handling of covered devices.

- Pennsylvania’s Residual Waste Regulations require electronics processing/recycling facilities located in Pennsylvania to obtain a DEP general permit WMGR081 (regarding the processing and beneficial use of electronic equipment and components by sorting, disassembling, or mechanical processing) prior to processing any electronic devices or electronic waste.

The Pennsylvania DEP:

- Will post and maintain a list of registered and non-compliant covered device brands on its website for retailers and consumers to access.
- Will post on its website and make available via its toll-free recycling hotline (800-346-4242) an up-to-date list of all covered device collection opportunities offered to consumers, including those offered by manufacturers and retailers.
- Will review manufacturer covered device collection and recycling plans, and will oversee the implementation of all approved plans to ensure compliance with the CDRA.
- Will encourage the use of existing covered device collection infrastructure to the extent that it is available to at least 85 percent of the state’s population, is cost effective, and is environmentally sound.
• Will organize and coordinate public education and outreach regarding the recycling of covered devices, including assisting retailers as necessary in the conduct of their public education and outreach efforts.

A disposal ban on covered devices exists in Pennsylvania. No person may dispose of a covered device, or any of its components, with their municipal solid waste. These devices and their components must be properly recycled and may not be taken to, nor accepted by, landfills, or other solid waste disposal facilities for disposal. However, non-hazardous residuals of covered devices that are produced during the recycling of those devices are excluded from the disposal ban. The effects of the disposal ban are outlined below.

Consumers defined as “An occupant of a single detached dwelling unit or a single unit of a multiple dwelling unit who has used a covered device primarily for personal or small business use. For purposes of this definition, a small business is an entity that is independently owned or operated, employs 50 or fewer people, has purchased or leased a covered computer device from a computer manufacturer or retailer and, but for the program established under this act, would not otherwise have access to electronic recycling programs.”:

• May not dispose of their covered devices with municipal waste.
• Must take their covered devices to an electronics collection location for proper recycling or place their covered devices for curbside collection if a specific electronics collection program is offered or utilize an approved mail-back program to recycle their covered devices.

Businesses:

• May not dispose of their covered devices with municipal waste.
• Must recycle their covered devices. For businesses, the recycling facility to which covered devices are transferred does not need to be certified. If the facility is located in Pennsylvania, it must have a general permit WMGR081 from DEP.

Landfills and Resource Recovery Facilities:

• May not accept covered devices or their components for disposal. However, they may accept non-hazardous residuals produced during the recycling of covered devices.
• Owners and operators of landfills will not be found in violation of the CDRA provided they make a good faith effort to comply with the act; post, in a conspicuous location at the facility, a sign stating that covered devices and their components will not be accepted; and notify, in writing, all collectors registered to deposit solid waste to the facility that covered devices and their components will not be accepted at the facility.

Haulers:

• May not intentionally accept covered devices for disposal from any source of waste, and may not knowingly commingle covered devices with waste destined for disposal.
• Covered devices that are collected from consumers through electronics collection programs in Pennsylvania must be transferred to certified electronics recycling facilities.
• If a hauler is affiliated with a manufacturer’s recycling plan and/or program, they may not charge a consumer for the collection, transportation or recycling of covered devices.

For more information
Visit www.dep.pa.gov > Businesses > Land > Waste > Recycling > Electronics Recycling or, contact the Recycling Hotline at 800-346-4242.
RECYCLING OF COMPUTERS, COMPUTER MONITORS, TELEVISIONS AND OTHER ELECTRONIC DEVICES

Many consumer electronic products contain heavy metals such as lead, cadmium and mercury as well as other materials that are better kept out of the environment. In fact, the typical cathode ray tube computer monitor (non-flat screen model) contains four to seven pounds of lead. Televisions, depending on their size, may contain even more lead.

The Covered Device Recycling Act

A state law was passed in November 2010, the Covered Device Recycling Act (Act 108 of 2010), or CDRA, which addresses the recycling and disposal of certain “covered” electronic devices in Pennsylvania. “Covered Devices” include desktop and laptop computers, computer monitors, computer peripherals, tablets, televisions and e-readers that have a browser and internet connectivity.

The most notable impacts of the CDRA on Pennsylvania residents are the establishment of state-specific manufacturer collection and recycling programs for covered devices and a disposal ban.

Manufacturer Recycling Programs - Since Jan. 1, 2012, manufacturers of covered devices sold or offered for sale in Pennsylvania are required to make collection programs available to Pennsylvania residents for the recycling of their covered devices. Though not required, retailers may also offer collection programs. Both manufacturer and retailer collection programs for covered devices must be free of charge, unless a coupon, rebate or other financial incentive of equal or greater value is supplied.

Disposal Ban - Effective Jan. 24, 2013, landfills and other solid waste disposal facilities in Pennsylvania are no longer allowed to accept covered devices or their components. The CDRA requires that these devices be recycled. The disposal ban may affect the curbside collection of these items by municipal waste pickup programs, unless the program is specific to electronic materials.

Note - Household Hazardous Waste (HHW) programs that collect covered devices for one or more manufacturer-sponsored covered device recycling programs will not be eligible for reimbursement of program costs that are covered by manufacturers under the CDRA. Such costs shall include the program costs for the collection, transportation and recycling of any covered devices that one or more manufacturers has taken responsibility for in order to meet its obligated share. However, costs not mandated to be covered by manufacturers under the CDRA are still eligible for reimbursement under Act 190.

Cost for facilities and equipment will be reviewed on a case-by-case basis. In cases where the predominant costs of the operation are related to the recycling of covered devices, the costs for facilities and equipment will be prorated according to its use.

DEP urges citizens to know the facts to “reduce, reuse and recycle” these and other electronic devices, rather than discard them.

For instance, in the case of computers, DEP strongly recommends that residents:

- **Reduce** the need to purchase a replacement computer by buying one with ample capacity for upgrades, selecting one that offers a buy-back option, or leasing instead of buying.

- **Reuse** a computer, for example, by giving it as a gift for a student graduation or other occasion, by selling it or by donating it to a school or a nonprofit organization.

- **Recycle** a computer by taking it to a collection location that will send it to an electronics recycler.

**Why can’t electronic devices just be put out with the trash?**

On Jan. 24, 2013, a landfill ban on desktop and laptop computers, computer monitors, computer peripherals and televisions went into effect. DEP urges citizens to do their part for the environment by recycling or reusing as many electronic devices as possible in order to limit the number of those items and their hazardous components from entering the environment through landfills and other disposal activities.
If an electronic device that is not included in the ban must be discarded, DEP urges citizens to check with their municipality or county recycling coordinator to find out about local options for proper disposal. To find information on the local county recycling coordinator, visit DEP’s website at www.dep.state.pa.us. Select ‘Waste,’ ‘Recycling,’ ‘Public Resources,’ and then ‘County Recycling Coordinators,’ or contact the Recycling Hotline at 800-346-4242.

Who would want a used computer? It’s an old model and it doesn’t have many programs.

Remember, “One person’s junk is another person’s treasure.” A friend, children, a non-profit organization or a school might appreciate having an old computer, even if just for word processing.

Where can electronic devices be taken for recycling?

Many electronic items such as cell phones, computers and televisions can be recycled at local retailers that sell the items. The CDRA requires that retailers of computers, computer monitors and televisions provide customers with information on how and where to recycle these devices. Continue to recycle electronics at local municipal or county recycling events.

DEP maintains lists of various electronics recycling opportunities and collection locations on its website including county, municipal, non-profit and retailer and manufacturer sponsored collection programs. To view the current list, visit www.dep.state.pa.us and select ‘Electronics Recycling’ from the ‘DEP Programs A - Z’ menu.

Computers shouldn’t end up in landfills. What can be done to help?

Encourage friends to join in upgrading their computers when possible or in having their old computers properly recycled. Become aware of those who could benefit from the donation of a computer. Ask the local municipality to consider sponsoring an annual or semi-annual collection of electronics if they do not already do so, or utilize municipal electronics collection events or permanent collection sites if they are already established.

DEP offers grants to municipalities of up to 50 percent of the developmental and operational costs associated with an electronics collection.

Where is there more information?

For more information on the CDRA, visit www.dep.state.pa.us (select ‘Electronics Recycling’ from the ‘DEP Programs A - Z’ menu), contact the Recycling Hotline at 800-346-4242 or contact:

Pennsylvania Department of Environmental Protection
Bureau of Waste Management
Division of Waste Minimization and Planning
Rachel Carson State Office Building
P.O. Box 8472
Harrisburg, PA 17105-8472
Telephone: 717-787-7382

For more information, visit www.dep.state.pa.us, keyword: Electronics Recycling.
CONTRACT DOCUMENTS

FOR

RECYCLING COLLECTION, TRANSPORTATION AND PROCESSING SERVICES

FROM DWELLING UNITS WITHIN THE TOWNSHIP OF  _________________

Bid opening - _________________; ____ p.m.
Bid Due - _________________; ____ p.m.

______________ TOWNSHIP (written for a Township, but could be used for a City, Borough or Town)
______________ (address)
______________, PA _____

Questions concerning the attached Contract Documents may be referred to:
______________ Township -
Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m.

This package represents all documents a successful Bidder shall be responsible for completing.
Please return the entire package with the appropriate, completed information.

Proposal being submitted by:

________________________________________
Company Name
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INVITATION TO BIDDERS

Officials of the Township of ______________, ___________ County, will accept sealed proposals at the ___________ Township Municipal Building, ______________________________ until 4:00 PM on __________, to be opened at 7:30 PM or shortly after that same day for the following:

Recycling Collection, Transportation and Processing Services from Dwelling Units within the Township of __________

The Recycling Contract will be for weekly, bi-weekly or monthly (dependant upon option selected in this bid document) curbside collection of recyclable materials from residents of ____________ Township. Recyclables will be placed curbside either co-mingled or source-separated (dependant upon the options selected and proposed by the bidder in this document). The materials to be collected are outlined in this document, although, additional materials may be included for consideration. Additionally, __________ Township shall allow small businesses to participate in the collection program. (optional)

A pre-bid meeting will be held at _______________________(time) at the ____________ Township Municipal Building, ___________________________________(address). Attendance at the pre-bid meeting is not mandatory but is recommended.

Proposals must be submitted upon forms furnished by and available at the Township and must be sealed with proper identification of subject bid on the outside of the envelope. All bids must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid. Instructions, specifications, and bid forms may be obtained at the ____________ Township office at the above address from 8:00 a.m. to 4:00 p.m., Monday through Friday, except for holidays.

The Commissioners of ____________ Township reserve the right to reject any or all bids and to waive any defects or irregularities in the best interest of the Township.

__________________________, Manager
__________________________ TOWNSHIP
INSTRUCTIONS TO BIDDERS

2.01 Pre-Bid Conference
A pre-bid meeting will be held at ______________________(time) at the __________ Township Municipal Building, ______________________(address). Attendance at the pre-bid conference is not mandatory but is recommended.

2.02 Sealed Bids or Proposals
Sealed bids or proposals shall be addressed to Township Manager, __________ Township Municipal Building, ______________________(address), and marked "Recycling Collection, Transportation and Disposal Services Proposal" and shall be received at the office of the __________ Township Manager until 4:00 PM on ______________________(date) to be publicly opened and read at 7:30 PM or shortly thereafter.

2.03 Printed Form of Bids
All proposals shall be made upon the blank form of proposal attached hereto and must give the price proposed, both in words and figures (typed or written in ink), and must be signed by the bidder with his full name and address; or where a partnership, the name and address of each partner in full; or, if a corporation, the place where chartered and the names, titles and business address of the President, Secretary and Treasurer. In submitting bids, the proposal form must not be removed from the Contract Documents, but deposited intact as received and properly sealed.

2.04 Certified Check or Bid Bond
Proposals must be accompanied by a certified check or bid bond with responsible corporate surety payable to the order of _________ Township in an amount equal to ten percent (10%) of the annual bid amount.

The above-mentioned check or bid bond shall be forfeited to _________ Township in the event the Contractor fails or refuses to enter into the contract and to post Performance and Payment Bonds as hereinafter specified, not as penalty, but as just and liquidated damages for the delay and additional costs or expenses incurred by _________ Township by reason of failure to execute the contract and give bond as required.

2.05 Certified Check or Bid Bond Return
The certified checks or bid bonds of the unsuccessful bidders will be returned after the contract is awarded and the check or bid bond of the successful bidder will be returned to him after the execution of the contract and bonds. _________ Township shall not be liable for any interest on any bid deposits.
2.06 **Contract and Bond**

A contract(s) will be awarded to the lowest, responsible bidder(s) subject to the provision of Paragraph 2.06 below. The successful bidder shall, within ten (10) days after notification of award, enter into a written contract with ___________ Township and shall furnish Performance and Payment Bonds issued by an approved surety company authorized to do business in the Commonwealth of Pennsylvania, in the amount of one hundred percent (100%) of the annual bid price, conditioned that he shall comply in all respects with the terms and conditions of the contract, and his obligation there under, including the specifications, and shall indemnify and save harmless __________ Township against or from any and all costs, expenses, damages, injury or loss to which __________ Township may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the Contractor, his agents or employees, in or about the execution or performance of the contract, including said specifications, and shall indemnify and save harmless __________ Township against and from any and all liability demands, or claims against it or losses to it from any cause whatever, including, but not limited to, patent infringements in the matter of completing said contract, said bond to be subject to the approval of the Township Solicitor. In case of failure or refusal on the part of the bidder to enter into said contract and file the aforesaid bond within ten (10) days of the Notice of Award, the amount of the check or bid bond will be forfeited and paid to _____________ Township as more fully provided in Paragraph 2.04 above.

2.07 **Reservations and Annulments**

The Township Commissioners will determine who is the lowest responsible bidder upon the basis of the bids submitted, and reserve the right to reject any or all bids, and may re-advertise if it is in the best interest of the Township. Said Commissioners also reserve the right to waive technical defects, if, in their judgment, the interest of the Township shall so require; also, the right to cancel and annul any contract if, in their opinion, there shall be failure at any time to perform faithfully any of its stipulations, or in case of a willful attempt to impose upon the Township articles or service inferior to those required by the contract. Any action taken in pursuance of this latter stipulation shall not affect or impair any right or claim of the Township to damages for the breach of any of the covenants of the contract by the Contractor. No proposal may be considered from any person, firm or corporation, who has defaulted in the performance of any contract or agreement made with the Township or conclusively shown to have failed to perform satisfactorily any such contract or agreement.

2.08 **Bids May Be Rejected as Informal**

Proposals or bids which contain erasures, alteration, conditional bids, omissions, or irregularities of any kind shall be rejected as informal.

2.09 **Changes Prior to the Opening of Bids**

During the period allowed for preparation of bids, the bidders may be furnished addenda or bulletins for additions to or alterations of the Specifications, which shall be included in the work, covered by the Proposal and become a part of the Contract Documents. If any prospective bidder is in doubt as to the true meaning of any part of the Specifications or other Contract Documents, he may submit to the Township Manager a written request for an interpretation thereof. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by an addendum duly issued and a copy of such addendum
will be mailed or electronically delivered to each prospective bidder of record. The Township shall not be responsible for any other explanations or interpretations of the proposed Contract Documents.

2.10 Withdrawal of Bids
No bid may be withdrawn for a period of ninety (90) days after the date and time designated for the opening thereof.

2.11 Contract Documents
This contract will be awarded in accordance with the following documents:

1. Invitation to Bidders
2. Instructions to Bidders
3. General Conditions
4. Specifications
5. Insurance Requirements
6. Checklist
7. Non-Collusion Affidavit
8. Bid Proposal
9. Exception(s) to Contract
10. Bid Bond
11. Questionnaire
12. Notice of Award
13. Agreement
14. Performance Bond
15. Payment Bond
16. Notice to Proceed

2.12 Familiarization
Before bidding, all contractors are requested to carefully read and thoroughly familiarize themselves with the above documents. Special attention is called to the fact that the Contractor must furnish a processing/composting facility or an agreement with a processing/composting facility.

2.13 Length of Contract
The bids shall be for the collection and disposal of recyclable materials collected from dwelling units and small businesses within the corporate limits of ____________ Township as at present existing, for the term of approximately three (3) years beginning ____________ and ending on ____________ with the option to extend the contract for two (2) additional years. The parties agree to extend the terms of Contract if (a) ____________ Township signifies its desire to extend by notice to Contractor not later that one hundred eighty (180) calendar days prior to the expiration of the basic terms of the Contract; and (b) the Contractor has not signified its desire to not so extend by notice to the Township not later than one hundred eighty (180) calendar days prior to the expiration of said contract.

2.14 Non-Collusion Affidavit
In accordance with the Pennsylvania Antibid Rigging Act that became effective on October 23, 1983, the Township requires each bidder to complete and file a Non-Collusion Affidavit. The Affidavit is to be completed as follows:

A. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
B. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

C. In the case of a bid submitted by a partnership or other joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

D. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

E. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
GENERAL CONDITIONS

3.01 Financial Statement
Each proposal shall be accompanied by a full and complete statement under notarized oath certifying to the financial condition of the bidder. In addition, the bidder shall furnish to the Township Manager a new and complete financial report of bidder's prior year's operation, including any and all information pertinent to actual collection, disposal and billing operations, setting forth all costs, wage rates and other information necessary to determine financial responsibility of the bidder.

3.02 Plans and Specifications
With each proposal, the bidder must furnish one (1) set of general plans and specifications setting forth the equipment, size of work crew or crews, times of collection in accordance with all local ordinances and methods proposed for collecting, receiving, transporting, conveying, handling and disposing of the recyclables. In particular, the methods, size and location of disposal area apparatus and equipment for the elimination and control of nuisances that may arise during the process of collection, treating or disposal of the material shall be shown, specified and described in sufficient detail to enable the Township Manager to judge the adequacy and sufficiency, as it is an essential requirement of this contract, to ensure that neither objectionable odors, noxious gases nor putrescent liquid shall escape during or after the process of collection, treatment or disposal to the extent of constituting a public nuisance or hazardous or toxic waste. In addition, the bidder shall submit a sworn statement stating that he will abide by all ordinances, rules and regulations of any municipality, providing for making available landfill/disposal and processing/composting facilities, and of any other governmental unit having jurisdiction thereof, including the County Solid Waste Management Plan.

3.03 Questionnaire
The attached questionnaire must be fully and completely answered.

3.04 Option 1: Designated Processing Facility
All recyclables must be transported to a recyclables processing facility within - ______________________ County.

Option 2: Designated Processing Facility
All recyclables collected within ______________ County will be taken to the ______________________ Transfer Station/MRF located at ______________________ (address).

3.05 Not to Sublet or Assign Contract
The Contractor shall devote his personal attention constantly to the faithful performance of the work and shall keep the same under his own control, and shall not transfer or assign such responsibility by power of attorney or otherwise, nor sublet the work or any part thereof without the previous written consent of the Township Manager. In the latter case, he shall petition the Township Manager in writing, certifying the name and address of each such assignee or
subcontractor as he intends to engage, the portion of the work which he is to do or the material which he is to furnish, his place of business and such other information as the Township Manager may require in order to know whether such subcontractor is respectable, reliable and able to perform the work as called for in the Specifications. He shall not, either legally or equitably, assign any of the monies payable under the contract unless by and with the like consent of the Township Manager. If such assignment, subcontracting or delegation is permitted by the Township Manager, the Contractor shall not be released from any of his liabilities or obligations under this contract, but shall remain responsible and liable to the Township should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

3.06 **Option 1: Payments to Township as to Dwelling Units**

The Township will collect the monthly rate per dwelling unit and remit the net amount to Contractor. The Township will charge the Contractor a collection fee of six percent (6%) of all amounts collected. However, if the Township receives, directly or through the Contractor, an excess of bona-fide complaints of substandard or lack of service within any given month of the calendar quarter, the collection fee shall increase to twelve percent (12%) of the total amount collected for that month. Excessive complaints shall be defined for the purposes of this contract as 20 or more calls per month. The price bid shall cover the cost of all labor, material and any other costs and expenses needed to complete the contract in all details, including the collection fee to the Township. The Township will pay and the Contractor shall accept the price stipulated with respect to dwelling units in the proposal hereto attached as full compensation for the collection, transportation and processing of recyclable materials thereafter. The Township will not be liable for or responsible to pay to the Contractor any interest on any amounts collected.

**Option 2: Payments to Contractor as to Dwelling Units**

The Contractor will collect the monthly rate per dwelling unit. The Township will charge the Contractor a negligence fee of twelve percent (12%) of the total amount collected for that month if it receives excessive complaints which shall be defined for the purposes of this contract as 20 or more calls per month. The price bid shall cover the cost of all labor, material and any other costs and expenses needed to complete the contract in all details. The Township will not be liable for or responsible to pay to the Contractor any interest on any amounts collected or collecting any delinquent accounts.

3.07 **Time of Commencement**

The Contractor shall begin work for the collection, transportation and processing of recyclable materials on ______________ through and including _________________.

3.08 **Bidder’s Responsibility as to Number of Dwelling Units**

It is required that the bid under this proposal shall be for a monthly rate per dwelling unit. A “dwelling” is a building used for residential purposes, except hotels, boarding and lodging houses, tourist cabins, motels and apartments with more than six-dwelling units. All bidders are advised and cautioned that the Township makes no warranty as to the number of dwellings within the Township now or at any time in the future. It will be the responsibility of the successful bidder to ascertain the number of dwelling units from time to time and to deliver the information to the Township. As the bid under this proposal is for a monthly rate per dwelling unit, nothing herein is to be construed as a warranty as to the number of dwelling units or the gross amount which may
be received at any time by the successful bidder. Estimated number of dwelling units within the Township during the term of this contract are as follows: 20__ – X,XXX, 20__ – X,XXX, and 20__ – X,XXX. There is absolutely no guarantee of the preciseness of these numbers.

3.09 Taxes
All present and future state and/or local taxes (excluding landfill tipping fees) imposed on solid waste/recyclables collection and/or disposal will be handled on a pass-through basis and are not to be included in the bid.

3.10 Tons of Recyclables Collected in 20__
Estimated yearly total of combined residential recyclables is XXX tons.
SPECIFICATIONS

4.01 Recycling Collection, Transportation and Processing Services

4.01.01 General

**Option 1:** Township currently has a curbside recycling collection program. The Contractor shall provide all equipment and labor to collect all the curbside items specified to be separated by the residents for recycling.

**Option 2:** Township does not currently have a curbside recycling collection program. Contractor will be responsible for educating residents on the established curbside recycling collection program. The Contractor shall provide all equipment and labor to collect all the curbside items specified to be separated by the residents for recycling.

**Option 1:** The Contractor shall have the exclusive right to collect, transport and dispose of designated recyclable materials from residential units and multi-family dwellings containing six or fewer units in the Township when placed at curbside or other property location for this purpose. The Contractor shall transport recyclable materials to a facility within ________________ County.

**Option 2:** The Contractor shall have the exclusive right to collect, transport and dispose of designated recyclable materials from residential units and multi-family dwellings containing six or fewer units in the Township when placed at curbside or other property location for this purpose. The Contractor shall transport recyclable materials to ________________ Transfer Station/MRF, located at ________________ (address).

_________ Township elects to allow small businesses to voluntarily participate in the recyclable collection program. **OPTIONAL**

Recycling statistics must be reported directly to the Township by the Contractor **monthly**.

4.01.02 Work To Be Done

The work to be done consists of the collection, transportation and processing of the following recyclable materials:

<table>
<thead>
<tr>
<th>Residential</th>
<th>Small Businesses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plastic</td>
<td>Plastic</td>
</tr>
<tr>
<td>Clear Glass</td>
<td>Clear Glass</td>
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<tr>
<td>Colored Glass</td>
<td>Colored Glass</td>
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<tr>
<td>Aluminum, steel and bimetal cans</td>
<td>Aluminum, steel and bimetal cans</td>
</tr>
<tr>
<td>Newsprint</td>
<td>Newsprint</td>
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<tr>
<td>Cardboard</td>
<td>Office paper</td>
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<tr>
<td>Chipboard</td>
<td>Cardboard</td>
</tr>
<tr>
<td>HHW (OPTIONAL)</td>
<td>Chipboard</td>
</tr>
<tr>
<td>e-Waste (OPTIONAL)</td>
<td></td>
</tr>
<tr>
<td>Food Waste (OPTIONAL)</td>
<td></td>
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</tbody>
</table>
The bid price shall reflect the cost associated with glass, cans, plastic, cardboard and newsprint for residential and glass, cans, plastic, newsprint, office paper and cardboard for small businesses. [An additional separate cost shall be included for residential curbside HHW collection, residential curbside e-waste collection, and residential curbside food waste collection] The Township reserves the right to add or delete items from this list with mutual agreement of the Contractor during the term of the contract.

**Option 1:** With each proposal, the bidder must furnish a letter from a recycling center or centers and composting facility (ies) certifying the facility's capability to accept and market/process all of the aforementioned recyclables over the full term of the contract.

**Option 2:** With each proposal, the bidder must furnish a written statement agreeing to deliver all recyclable materials to the _____________Transfer Station/MRF and ________________ Composting Facility over the full term of the contract.

**Option 1:** Collection of leaf waste and/or yard waste will be provided for by the Township according to Act 101 of 1988 as described in Chapter 1, Section 103, Leaf Waste, of said Act and further described in Chapter 15, Section 1052(a), and will not be a part of this contract.

**Option 2:** Collection of leaf waste and/or yard waste, including lawn and garden waste, brush, small tree limbs and the like, will be provided for by the Contractor per the following schedule:

20__
April XX, XX, XX (insert dates as appropriate)
May X(insert dates as appropriate)
October X,X(insert dates as appropriate)
November X,XX,XX,XX(insert dates as appropriate)

20__
April XX, XX, XX (insert dates as appropriate)
May X(insert dates as appropriate)
October X,X(insert dates as appropriate)
November X,XX,XX,XX(insert dates as appropriate)

20__
April XX, XX, XX (insert dates as appropriate)
May X(insert dates as appropriate)
October X,X(insert dates as appropriate)
November X,XX,XX,XX(insert dates as appropriate)

The items described herein shall be removed from all residential units (including single-family and multi-family dwellings containing six or fewer units, and small businesses) within the limits of the Township. Multi-family dwellings containing more than six units, commercial (other
than small businesses), institutional and industrial establishments are not included under this contract.

4.01.03 Delivery of Leaf Waste, Yard Waste and/or Food Waste [Choose materials to be included]

Option 1: To Township Facility
Bidders are required to submit bid for picking up and hauling leaf waste, yard waste (excluding grass and leaves), and/or food waste to the Township’s Composting Facility(ies) located at ______________________________ (address). Contractor will be responsible for supplying a designated truck or other method of segregating leaf waste, yard waste, and/or food waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the Township's composting facility.

Option 2: To County Facility
Bidders are required to submit bid for picking up and hauling leaf waste, yard waste (excluding grass and leaves), and/or food waste to the County’s Composting Facility(ies) located at ______________________________ (address). Contractor will be responsible for supplying a designated truck or other method of segregating leaf waste, yard waste, and/or food waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the County's composting facility.

Option 3: To Permitted/PBR Facility
Bidders are required to submit bid for picking up and hauling leaf waste, yard waste (excluding grass and leaves), and/or food waste to a PADEP permitted facility(ies) located at ______________________________ (address). Contractor will be responsible for supplying a designated truck or other method of segregating leaf waste, yard waste, and/or food waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the Facility. Contractor must supply a letter or executed Agreement showing authorization by the Facility to accept material from the hauler. The letter must specify the materials and tonnage allowed for delivery by the hauler.

4.01.04 Length of Contract
The bids shall be for the collection transportation, and disposal of recyclable materials collected from dwelling units and small businesses within the corporate limits of _____________ Township as at present existing, for the term of approximately three (3) years beginning _____________ and ending on _____________ with the option to extend the contract for two (2) additional years. The parties agree to extend the terms of Contract if (a) ________________ Township signifies its desire to extend by notice to Contractor not later than one hundred eighty (180) calendar days prior to the expiration of the basic terms of the Contract; and (b) the Contractor has not signified its desire to not so extend by notice to the Township not later than one hundred eighty (180) calendar days prior to the expiration of said contract.

4.01.05 Option to Negotiate
_______________ Township reserves the right to renegotiate the contract if _________________ County changes the Solid Waste Plan in a way which reduces contractor
costs during the life of the Contract or, in the event that there is a change in the law that causes an increase or decrease in disposal fees, the Contractor and the Township have the right to petition each other to renegotiate the contract price.

4.01.06 County Solid Waste Management Plan
The Contractor must operate in accordance with the __________________________ County Solid Waste Management Plan, County and local ordinances/regulations.

4.01.07 Definitions

A. Glass shall mean all empty bottles and jars made of clear, green or brown glass only. All containers shall be emptied and rinsed.

B. Aluminum Cans shall mean all food and beverage containers made of aluminum. All containers shall be emptied and rinsed.

C. Bimetal Cans shall mean all food and beverage containers made of a steel (ferrous) cylinder and bottom and an aluminum top. All containers shall be emptied and rinsed.

D. Steel Cans shall mean all food and beverage containers made of steel. All containers shall be emptied and rinsed.

E. Plastics shall mean all PET (polyethylene terephthalate) including, but not limited to, one, two and three-liter soft drink bottles and all HDPE (high density polyethylene) including, but not limited to, one-gallon milk and detergent bottles. All containers shall be emptied and rinsed.

F. Newsprint shall mean all paper having printed thereon news and other matters of public interest but not including magazines or periodicals. Newsprint must be tied in bundles or placed in paper grocery bags.

G. Corrugated Paper shall mean paper or pasteboard contracted into parallel grooves and ridges, commonly referred to as cardboard and packing boxes. The boxes must be emptied and broken down into a flat position.

H. High-Grade Office Paper shall mean printed or unprinted sheets, shavings and cuttings of sulphite or sulphate ledger, bond, writing and other pages which have similar fiber and filler content. This grade must be free of treated, coated, padded or heavily printed stock. This includes lightweight office papers, i.e., bond, copy paper and onionskin, as well as computer paper.

I. Aerosol Cans shall mean all aerosol cans made of steel. All cans must be empty.

J. HHW shall mean those wastes produced in the household that are hazardous in nature, but are not regulated as hazardous waste, under federal and state laws.
K. **E-Waste** shall mean those discards that include computers, monitors, televisions, audio equipment, printers, and other electronic devices.

L. **Leaf Waste** shall mean deciduous and coniferous seasonal deposition.

M. **Yard Waste** shall mean weeds, shrub trimmings, bundled tree prunings, and garden waste, not including grass clippings or leaves.

N. **Food Waste** shall mean post consumer food residuals, but does not include cardboard, paper towels, napkins, waste paper products, or food packaging.

4.01.08 **Option 1: Methods of Collection**

All recyclables, except food waste, e-waste, HHW, and leaf/yard waste, shall be removed from co-mingled containers, loaded in the truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape there from. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

E-waste and HHW shall be collected curbside in accordance with applicable State rules and regulations.

Leaf waste, yard waste and/or food waste shall be collected curbside in separate containers designed and designated for such material.

**Option 2: Methods of Collection**

All recyclables shall be removed from source-separated containers curbside, loaded in a dual-compartment truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape there from. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

**Option 3: Methods of Collection**

All recyclables shall be removed from dual-stream containers curbside, loaded in a dual-compartment truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape there from. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

4.01.09 **Option 1: Time When Collections Shall Be Made**

Collection of recyclable materials shall be performed once per week and shall take place on the same day as collection of refuse in each given area of the Township.

**Option 2: Time When Collections Shall Be Made**
Collection of recyclable materials shall be performed once per week and shall take place on the same day as collection of refuse in each given area of the Township. The materials accepted curbside weekly shall alternate between co-mingled containers (including plastics, glass, aluminum, etc.) and fibers (including newsprint, office paper, cardboard, chipboard, etc.).

**Option 3: Time When Collections Shall Be Made**
Collection of recyclable materials shall be performed bi-weekly and shall take place on the same day as collection of refuse in each given area of the Township.

**Option 4: Time When Collections Shall Be Made**
Collection of recyclable materials shall be performed monthly and shall take place on the same day as collection of refuse in each given area of the Township.

4.01.10 **Hours When Collection Shall Be Made**
All collections shall be made between the hours of 7:00 AM and 7:00 PM; however, this time limitation shall not prevent the collection of material on an emergency basis during other hours when necessitated by natural catastrophe or other conditions beyond the control of the Contractor. The extension of the emergency hours shall at all times be subject to approval by the Township Manager.

4.01.11 **Special Services for Elderly or Handicapped**
Special service (back door pickup) will be provided for residents who need this type of service. Contractor shall be responsible for offering this service through their education program. A list of participants shall be remitted to the Township annually.

4.01.12 **Recyclable Containers**
[Insert Option for recycling containers, i.e. existing Township provided containers will be used, residents may utilize their own containers, haulers are to provide recyclables containers, etc.]
All recyclables to be collected must be placed at the designated location in time for collection by the Contractor. Collection shall be made along the street fronting said property. Recyclable-material receptacles shall be placed for collection at ground level on the property, not within the cart way of a street, and accessible to the side or curb of the street from which collection is made. Containers shall be returned to a location not within the cart way or street. Placement of containers for pick-up on private roads shall be the result of special arrangements between the resident and Contractor.

4.01.13 **Handling of Containers**
The Contractor shall take reasonable care in handling of recyclable containers and shall not willfully break, deface or damage the same. All containers broken or destroyed in improper or careless handling by the Contractor shall be replaced by the Contractor at his own expense.

4.01.14 **Recyclable Materials To Be Property of Contractor**
From the time of placement of recyclable materials at the curb or a similar area for collection, said materials shall be and become the property of the Township and the authorized...
Contractor. It shall be a violation of Township ordinances for any person(s) not authorized by the Township to collect or pick up, or cause to be collected or picked up, any such recyclable material.

4.01.15 Contractor to Have Telephone in House and/or Office
Contractor shall establish, maintain and list in the ________________ Telephone Directory a toll-free telephone number within his house, office or plant which persons in the Township may use to contact Contractor and such telephone shall be attended between the hours of 7:00 a.m. and 6:00 p.m., every day each week, except Saturday, Sunday and holidays established by the Township.

4.01.16 Observance of Laws and Ordinances
All municipal ordinances, laws of the Commonwealth of Pennsylvania and of the United States, and rules and regulations promulgated there under shall be observed by the Contractor.

4.01.17 Education
______________ Township has established a public information and education program concerning recycling program features and requirements in accordance with the law of the Commonwealth of Pennsylvania. [Township may specify education requirements of the hauler in this section, i.e. sticker notifications for residents on unacceptable materials, door tags, newsletters, website content, participation in certain Township events, frequency of education, etc.]

4.01.18 Responsibility of Contractor
The Contractor will be and is hereby responsible for any and all damages to property or person or persons or accidents which may occur to any person or persons in consequence of his act or the acts, of any agent or person in his employ. The Contractor agrees that the liability and Workers' Compensation Insurance shall be furnished protecting ________________ Township against loss or injury occasioned by the acts of his employees in accordance with the requirements entitled "Insurance Requirements". The Contractor shall and does hereby save ________________ Township harmless from any and all suits for damages that are or can be brought against the Township, its officials and employees in connection with the collection, transporting and processing of recyclable materials within the Township.

4.01.19 Recycling Vehicles
It shall be the Contractor's responsibility to maintain collection and processing vehicles in good condition, repaired and reasonably clean at all times. Trucks used for the collection of recyclables from residential units shall be of a size and type that can be operated on the streets and alleys of the Township without getting off the traveled portion of the roadway or doing damage to curbing, planted areas or private property. They shall be so constructed as to prevent leakage and shall be enclosed to the extent necessary to ensure no loss of material from the vehicles during collection or transport. The Contractor shall immediately clean up any spillage or loss of recyclables that may occur during collection and transport. The Contractor shall not leave unattended any truck wholly or partially loaded with recyclables on any private or public properties in the Township except in an emergency situation or except as approved by the Township Manager.
Any vehicle used in the collection and transport of recyclables from the Township shall be assigned a numerical identification that shall be displayed on each side of the vehicle of a size that can be read by a person two hundred (200) feet from the vehicle. Each vehicle shall also have, displayed on the sides, the Contractor's name and telephone number.

The Contractor shall provide the Township with a complete list of all collection vehicles to be used in the Township, specifying the make, model, license plate number, size, type of vehicle and the number assigned to the vehicle. The Contractor shall use no collection vehicle that is not properly listed with the Township. This list shall be updated and filed with the Township when a change in collection vehicles is made.

The Township shall have the right to inspect any collection vehicle at any time and any place it is being used within the Township. The Contractor shall make vehicles available for inspection whenever so requested by the Township at a time and place mutually agreed upon.

The Contractor shall be responsible to provide back-up or emergency vehicles meeting all of the above requirements so that, at no time, can the contract not be performed due to breakdown or lack of collection vehicles. Back-up or emergency vehicles shall be listed with the Township as specified above.

4.01.20 Loading of Material on Vehicles
Should the Contractor desire to load material on transfer vehicles or maintain a transfer station for loading same, such transfer station shall be located and operated so as not to cause a nuisance.

4.01.21 Investigation and Reporting of Complaints of Failure by Occupant
It will be the duty of the Township Manager to investigate all complaints made of failure by occupants of dwelling or dwelling units within the Township to comply with the provisions of the ordinances concerning recycling and to prosecute all offenders under such provisions.

4.01.22 Investigation and Handling of Complaints by Residents
All complaints by residents of the Township, made through the Township or directly to the Contractor regarding the services provided under the Contract, shall be responded to by the Contractor. The Contractor shall submit a report to the Township each month, by the fifteenth day of the following month, listing all of the complaints received by the Contractor during the previous calendar month. This report shall be on forms provided by the Township and shall include, at a minimum, the following information:

A. Date of complaint
B. Name, address, and telephone number of the complainant
C. Description and nature of complaint
D. Date of resolution of complaint
E. Description of resolution of complaint

If the complaint has not been resolved, this should also be indicated.
The Township reserves the right to intercede in any unresolved complaint by a resident or property owner, to investigate said complaint and to act as an intermediary to bring the resident and the Contractor together to resolve the complaint.

4.01.23 Conditions under which Contract may be Canceled or Terminated by the Township Commissioners.

If the work under this contract shall be abandoned by the contractor or if the contract shall be assigned or the work sublet by him other than as herein specified, or if at any time, the Commissioners of _______ Township shall be of the opinion and so certify in writing (which certificate shall be final, binding and conclusive on the Contractor) that the performance of the contract is being unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this contract or the specifications thereof or is executing the same in bad faith or not in accordance with the terms thereof, the Township Commissioners may cancel and terminate this contract by a written notice to be served upon the Contractor either personally or by leaving it at his residence or office, and the Township Commissioners shall thereupon have the power and are hereby authorized to procure in the manner prescribed by law such and so much of said work to be performed as may be necessary to fulfill this contract, and in such cases, shall have the power and is hereby authorized to charge to the Contractor the amount of loss suffered by the, and upon a reletting of the contract, if amount of monies received by the Township shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor shall and will pay to the Township the amount of such differences.

4.01.24 Authorizing Township to Perform Contract

If the Contractor shall fail to perform any part of the work called for in this contract in accordance with the terms thereof and the Township Commissioners decide not to cancel and terminate this contract as provided hereinabove, the Township Manager shall have the power and is hereby authorized to perform or cause or procure to be performed such part of the work as the Contractor shall fail to perform at the expense of the Contractor and to deduct such expenses and collect the cost of same out of the bond filed by the Contractor in any legal proceedings or any loss by reason thereof or both, at the sole option of the Township Manager.

4.01.25 Modification of Contract

This contract and the specifications herein contained may be modified and changed from time to time only as may be agreed upon in writing in a manner not materially affecting the substance hereof, provided however that the consent of the Township Manager be first obtained. Ordinances will be adopted and/or amended by the Township Commissioners to conform to the contract or contracts awarded.

4.01.26 Municipal Recyclable Collection

The Contractor shall provide appropriately sized container(s), as determined by the Township, to collect, transport and process all municipal recyclables from the sites designated in Table 5, at no charge to the Township. This shall include any other recreational areas developed in the future by the Township or any other Township-owned or maintained facility. These sites will be serviced in accordance with a schedule determined by the Township.
TABLE 5
Municipally Designated Sites

During time of emergency or a natural disaster, the Contractor will provide sufficient roll-off containers to the Township, upon request, at standard, non-emergency prices.

4.01.27 **Option 1:** Municipal Billing and Payment Procedure
The mode of contract requires the Township to collect the monthly rate per dwelling unit. The Township will bill the customers quarterly and in advance. In the second month of the quarter, the Township will pay to the Contractor one-third (1/3) of the refuse fees collected during the first month of the quarter, that amount retained being the amount applicable to the second and third months of the quarter. In the third month of the quarter, the Township will add the 2/3 retention from the previous month to the refuse fees collected during the second month and pay to the Contractor one-half (1/2) of the total, that amount retained being the amount applicable to the third month of the quarter. In the first month of the following quarter, the Township will pay to the Contractor the remaining balance of refuse fees collected during the previous three months. The Township will charge the Contractor a collection fee of six percent (6%) of the total amount collected, as set forth in Section 3.06 of the General Conditions. The six percent (6%) shall be deducted from each payment to the Contractor. However, if the Township receives, directly or through the Contractor, an excess of bona-fide complaints of substandard or lack of service within any given month of the calendar quarter, the collection fee shall increase to twelve percent (12%) of the total amount collected for that month. Excessive complaint schedule is contained in Section 3.06.

**Option 2:** Municipal Billing and Payment Procedure
The mode of contract requires the Contractor to collect the monthly rate per dwelling unit. The Contractor will bill the customers quarterly and in advance. The Township reserves the right to bill the Contractor a negligence fee of twelve percent (12%) of the total amount collected if the complaints received for substandard service are in excess of the numbers of complaints listed in Section 3.06 for any given month within the quarter.

4.01.28 **Deductions to be Made for Vacant Dwelling or Dwelling Units**
Deduction from the contract price for dwelling units paid to the Contractor shall be made and Contractor shall make no charge for vacant dwelling units where such vacancy shall have continued for a period of time as set forth in Township Ordinance and where notice thereof shall have been given by the owner of such dwelling unit to the Township.

4.01.29 **Additions to the Contract Price**
Additions to the contract price for dwelling units shall be made at the established bid price for new dwellings or dwelling units added in the Township after the effective date of this contract.
INNSURANCE REQUIREMENTS

5.01 General

Policies shall be written with insurers rated at least “A” by Best’s with a financial size category of at least “X”.

Under Items 5.3 and 5.4, ________ Township shall be named as an additional insured and be provided a 30-day notice of intent to cancel a policy or policies.

5.02 Workers’ Compensation, including occupational Disease and Employer's Liability Insurance.

A. Statutory - amounts and coverage as required by Workers' Compensation Laws of the Commonwealth of Pennsylvania.

B. Employer's Liability - at least $100,000 each accident.

5.03 Public Liability, including coverage for direct operations, sublet work, elevators, contractual liability and completed operations with limits not less than those stated below:

A. Bodily Injury and Property Damage Liability - including personal injuries, $1,000,000 each occurrence; $2,000,000 annual aggregate.

Regarding Personal Injury - written on a non-participating basis (with no participation by insured).

5.04 Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned and leased vehicles with limits not less than those stated below:

A. Bodily Injury Liability - $1,000,000 each person; $2,000,000 each accident.

B. Property Damage Liability - $1,000,000 each accident; $2,000,000 per occurrence

5.05 Umbrella Coverage - in the amount of $2,000,000
CHECK LIST FOR RECYCLING COLLECTION CONTRACT

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**Documents to be Provided by Successful Bidder after Award**

1. Written Agreement with Payment and Performance Bonds
2. Certificate of Insurance for all Insurance Coverage’s
NON-COLLUSION AFFIDAVIT

Contract/Bid No. ________________

State of _______________________

S.S.

County of _______________________

I state that I am __________________ of __________________________

(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other noncompetitive bid.

(5) __________________________

(Name of Firm)

its affiliates, subsidiaries, officers, director and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:
I state that ________________________________ understands and (Name of Firm) Acknowledges that the above representations are material and important, and will be relied on by ____________ Township in awarding that contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from ______________ Township of the true relating to the submission of bids for this contract.

________________________
(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ___________ DAY
OF ______________________, 20__

________________________
Notary Public

My Commission Expires
BID PROPOSAL

Proposal of ___________________________________________ (hereinafter called “Bidder”), organized and existing under the laws of the State of __________________________ doing business as __________________________.

In compliance with your Invitation for Bids, Bidder hereby proposes:

Recycling Collection, Transportation and Processing Services From Dwelling Units and Small Businesses within the Township of ________________

Contract No___________

in strict accordance with the Contract-Documents, within the time and conditions set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to enter into a three (3) year contract as stipulated in the Contract Documents. Bid quotation must be made both in figures and words.

The bid proposal will have three (3) quotations for Recyclables.

1. The first quotation will include a monthly rate per dwelling unit for the collection, transportation and disposal of recyclables under Option 1 or Option 2 (see 4.01.01 – insert appropriate Option) to the disposal facility(ies) mentioned in Section 4.01.01 – Option 1 or Option 2, with a method of collection of Option 1 or Option 2 (see Section 4.01.08 – insert appropriate Option) and a collection frequency of Option 1, Option 2, Option 3 or Option 4 (see Section 4.01.09 – insert appropriate Option) for Regular Customers. MANDATORY

2. The second quotation will include a monthly, reduced rate per dwelling unit for the collection, transportation and disposal of Option 1 or Option 2 (see 4.01.01 – insert appropriate Option) to the disposal facility(ies) mentioned in Section 4.01.01 – Option 1 or Option 2, with a method of collection of Option 1 or Option 2 (see Section 4.01.08 – insert appropriate Option) and a collection frequency of Option 1, Option 2, Option 3 or Option 4 (see Section 4.01.09 – insert appropriate Option) for Reduced Rate Customers. A reduced rate will be given to residents who qualify for or participate in the Senior Citizen Property Tax Rebate Program. Determination of eligible customers will be made by ______________ Township. For bid purposes the assumption will be that there are _____ residents who will qualify. There is absolutely no guarantee of the preciseness of this number. MANDATORY
3. The third quotation will include a monthly rate per dwelling unit for the collection, transportation and disposal of leaf waste, yard waste, and/or food waste under Option 1, Option 2 or Option 3 (see 4.01.03 – insert appropriate Option).

4. The fourth quotation will be for the collection of residential curbside HHW material (see definition of HHW, Section 4.01.07). If unable to provide curbside collection of HHW material, hauler shall provide a quotation for owning and operating a permanent drop-off for HHW material in accordance with State and Federal regulations. If unable to provide curbside collection and/or a permanent drop-off facility, please provide a quotation for a rate per dwelling unit that will be paid by the hauler to the Township to allow the Township to operate a HHW collection program. **OPTIONAL**

5. The fifth quotation will be for the collection of residential curbside e-waste material (see definition of e-waste, Section 4.01.07). If unable to provide curbside collection of e-waste material, hauler shall provide a quotation for owning and operating a permanent drop-off for e-waste material in accordance with State and Federal regulations. If unable to provide curbside collection and/or a permanent drop-off facility, please provide a quotation for a rate per dwelling unit that will be paid by the hauler to the Township to allow the Township to operate an e-waste collection program. **OPTIONAL**

6. The sixth quotation will be for weekly collection of participating small business recyclables (see definition of Small Business, Section 4.01.03). **OPTIONAL**

7. Bidders are invited to submit add-alternate bids for the collection, transportation and disposal of additional recyclable materials (beyond the required materials) on the form below, for the Township’s consideration. **OPTIONAL**
BID PRICES

Quotation No. 1

Monthly rate of _____________________________, ($___________)
Per dwelling unit for Regular Customers for collection and disposal of recyclable materials.

Quotation No. 2

Monthly rate of _____________________________, ($___________)
Per dwelling unit for Reduced Rate Customers for collection and processing of recyclable materials.

TOTAL OF QUOTATION NOS. 1 and 2 $____________________________

Quotation No. 3

Monthly rate of _____________________________, ($___________)
for weekly pick up of Leaf Waste, Yard Waste, and/or Food Waste and delivery to a Composting Facility.

Quotation No. 4

Monthly rate of _____________________________, ($___________)
for residential curbside collection or permanent drop-off collection (circle one) of HHW material (see definition of HHW, Section 04.01.07).

Monthly rate of _____________________________, ($_______/dwelling unit) to be paid by hauler to Township for operation of a HHW collection program (see definition of HHW, Section 04.01.07).

Quotation No. 5

Monthly rate of _____________________________, ($___________)
for residential curbside collection or permanent drop-off collection (circle one) of e-waste material (see definition of e-waste, Section 04.01.07).

Monthly rate of _____________________________, ($_______/dwelling unit) to be paid by hauler to Township for operation of an e-waste collection program (see definition of e-waste, Section 04.01.07).

Quotation No. 6

Monthly rate of _____________________________, ($___________)
for weekly pick up of participating small business recyclables (see definition of Small Business, Section 04.01.03).
Quotation No. 7 (Add-Alternate)
Bidder may include collection, transportation and disposal of additional recyclable items (to be delivered to the _________________________ Transfer Station/MRF/Compost Facility).
(4.01.01)

<table>
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<th>Recyclable Item</th>
<th>Monthly Cost Per Dwelling Unit-Increase (or Decrease)</th>
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As defined in the General Conditions, the bidder shall clearly define any exception(s) to the Contract Document. All exceptions shall be fully stated herein below:

**Exception To:**

<table>
<thead>
<tr>
<th>Contract Document Item No.</th>
<th>Explanation of Exception</th>
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Unless otherwise noted above, the bidder hereby certifies that the Proposal as submitted fully complies with the Contract Documents.

Submitted By: ___________________________ ___________________________

Signed Representing

________________________

Printed

Title ___________________________ Date ___________________________
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, __________

as Principal, and _________________

as Surety, are hereby held and firmly bound unto the Township of ___________,
__________________________, __________ County, Pennsylvania,
in the sum of ____________________ ($__________________) for the payment of
which, well and truly to be made, we hereby jointly and severally bind successors, assigns and
ourselves.

Signed, this ________________ day of ___________________, 201_.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner
a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, to
deliver:

Recycling Collection, Transportation and Processing Services
From Dwelling Units and Small Businesses within the
Township of ________________

Contract No. ______

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate,

(b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said bid) and shall
furnish a bond for its faithful performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said bid, then this obligation shall be void.
Otherwise the same shall remain in force and effect, it being expressly understood and agreed that
the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and
its bond shall be in no way impaired or affected by any extension of the time within which the
Owner may accept such bid, and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal___________________________ (L.S.)

______________________________ (Seal)

Surety______________________________

By______________________________ (Seal)

IMPORTANT - Surety companies executing bonds must appear on the U.S. Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.
QUESTIONNAIRE

(IMPORTANT - Each bidder must truthfully and fully complete this questionnaire. Attach supplemental page(s) if necessary.

1. Methods to be used in disposing of the recyclable material, including a detailed description of manpower to be dedicated to _________ Township (attach additional sheet, if necessary).

                                                                                                          
                                                                                                          
                                                                                                          
2. Precise location of recyclables processing facility (ies):

                                                                                                          
                                                                                                          
                                                                                                          
Approximate available capacity:                                                                                   

Improvements thereon:                                                                                           

                                                                                                          
                                                                                                          
                                                                                                          
Owned or leased:                                                                                                 

If leased, give name and address of lesser and terms of lease:

                                                                                                          
                                                                                                          
3. Methods, apparatus and equipment to be used for the elimination and control of nuisances which may arise during the process of collection, treating and disposal of material: (set forth in detail)

                                                                                                          
                                                                                                          
4. Number and Description of Vehicles:
5. Experience in the collection and disposal of recyclables. How many years have you engaged in the business of collection and disposal of these materials? ________

What municipal contracts similar to this have you had within the last ten (10) years?

<table>
<thead>
<tr>
<th>Name of Municipality</th>
<th>Date of Contract</th>
<th>Term of Contract</th>
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</table>

Have you ever defaulted in any of the aforementioned contracts? ________

If so, give details. ____________________________________________

______________________________________________________________

6. Have there been any judgments or are there any unsatisfied judgments entered against you within the past five (5) years? ____________

If so, give details. ____________________________________________

______________________________________________________________
7. Give name and address of Surety Company which has agreed to act as surety on your bond should the contract be awarded to you.


8. List below the names and addresses of Surety Companies which have heretofore bonded you on municipal contracts.


9. Give address and telephone number of local office. If none now exists, indicate proposed location and name of staff personnel in charge. Also, list office hours and personal phone number of bidder.


10. Attach hereto a full and complete statement under notarized oath of financial operating statement for prior year's operation, per Section 3.01 of General Conditions.

The bidder hereby certifies that the answers to this questionnaire are true and correct and further agrees that said answers shall be considered as an integral part of this proposal.

______________________________________________  ______________________________
Date  Company

By ________________________________
(Printed Name)

_______________________________, being duly sworn according to law, deposes and
Title
says that the facts and answers in the foregoing questionnaire are true and correct to the best of
his/her knowledge, information and belief.

__________________________________________
(Signature)

Sworn to and subscribed before me

this __________ day of __________ 201_.

__________________________
Notary Public
NOTICE OF AWARD

TO:  

______________________________

PROJECT DESCRIPTION: Recycling Collection, Transportation and Processing Services from Dwelling Units within the Township of ____________.

Contract No. _________________

___________ Township has considered the Bid submitted by you for the above-described project in response to its Invitation to Bidders dated ______________________ and the related Contract Documents.

You are hereby notified that your Bid has been accepted as shown in your Bid Proposal.

You are required by the Instructions to Bidders and/or the General Conditions to execute the Agreement and furnish the required Contractor’s Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds within ten days from the date of this Notice, ____________ Township will be entitled to such other rights as may be granted by law, including but not limited to retention of bid deposit or forfeiture of bid bond sum.

You are required to return an acknowledged copy of this Notice of Award to ______________ Township, ________________, ___________, PA ____.

Dated this ________________ day of ________________________________, 201_.

FOR ___________________ TOWNSHIP  By:____________________________
ACCEPTANCE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged this ______________ day of ____________________________, 201_.

________________________________________________________________________

By: ____________________________________________

Title: ___________________________________________

NOTE: Failure to return an acknowledgment of this Notice of Award does not relieve the Contractor of the conditions imposed by the Instructions to Bidders and/or General Conditions.
AGREEMENT

THIS AGREEMENT, made this ________________ day of _____________________ 20___.

By and between the TOWNSHIP OF ____________________, ________ County, Pennsylvania, hereinafter called "OWNER" and ___________________________, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor hereby promises and agrees to collect, transport and process recyclable materials from dwelling units within the corporate limits of ___________________ Township as at present existing to the satisfaction and acceptance of the Township Commissioners for the term of three (3) years, beginning ____________ and ending ________________, pursuant to and in strict and full compliance with the Contract Documents, Contract No. _____________.

2. Terms used in the Agreement which are defined in the General Conditions, if included in the Contract Documents, shall have the meanings indicated in the General Conditions.

3. The term "Contract Documents" means and includes the following, but shall not be limited to:

   A. Invitation to Bidders
   B. Instructions to Bidders
   C. General Conditions
   D. Specifications
   E. Insurance Requirements
   F. Checklist for Solid Waste Collection Contract
   G. Non-Collusion Affidavit
   H. Bid Proposal
   I. Exception(s) to Contract Documents
   J. Bid Bond
   K. Questionnaire
   L. Notice of Award
   M. Agreement
   N. Performance Bond
   O. Payment Bond
   P. Notice to Proceed

4. The Contractor agrees to complete the project as described in the Contract Documents as shown on the Bid Proposal, for the monthly rate of $___________________________.

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5. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents, and specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the owner.

6. The Contract Documents constitute the entire Agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

FOR THE OWNERS:  

TOWNSHIP OF ______________________

By: ____________________________

(Vice) President

Address

Telephone


CONTRACTOR:

___________________________

(Vice) President

Address

Telephone
KNOW ALL PERSONS BY THESE PRESENTS: that

Name of Contractor

Address:

_________________________________________________________

a ____________________________, hereinafter called Principal, and

(Corporation, Partnership, or Individual)

Name of Surety

Address

_________________________________________________________

hereinafter called Surety, are held and firmly bound unto:

Name of Owner: TOWNSHIP OF__________, County, Pennsylvania

Address

_________________________________________________________

hereinafter called Owner, in the penal sum of:

__________________________________________________________ dollars

($_____________________________) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is. such that whereas the Principal entered into a certain contract with the Owner, dated the _________________________ day of ____________________________, 201_, a copy of which is hereto attached and made a part hereof, for:

_________________________________________________________

_________________________________________________________
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the owner may incur in making - good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____________________ day of ____________________, 201__.

Principal

By ____________________________

Title __________________________

Address __________________________

Attest: __________________________ (SEAL)

Witness: _________________________

_______________________________

_______________________________

_______________________________

_______________________________

Attorney-in-fact:

By ____________________________

Address __________________________

Attest: __________________________ (SEAL)

Witness: _________________________

_______________________________

_______________________________

_______________________________

_______________________________

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.
IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of Contractor

Address:

a ____________________________, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety

Address

hereinafter called Surety, are held and firmly bound unto:

Name of Owner: TOWNSHIP OF ____________, __________ County, Pennsylvania

Address

hereinafter called Owner, in the penal sum of:

$_________________________ Dollars

($_________________________) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind successors, assigns, and ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the ___________________________ day of ____________________________, 201__, a copy of which is hereto attached and made a part hereof, for:


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NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on or rentals of machinery, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____________________________ day of ________________________, 201_.

Principal

By

Title

Address Attest: (SEAL)
Witness:

Attorney-in-fact:

By

Address Attest: (SEAL)
Witness:

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.
IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.
NOTICE TO PROCEED

TO: ______________________  DATE: ______________________

__________________________  PROJECT: Recycling Collection, Transportation
and Processing Services from Dwelling Units and
Small Businesses within the Township of
____________________

Contract No. _____________

You are hereby notified to proceed in accordance with the Agreement dated ____________
_____________________________, 201_.

FOR THE OWNERS:

____________________ TOWNSHIP

By: ______________________________

Printed ______________________________

Title ______________________________

You are required to return an acknowledgment of this Notice to Proceed to ___________
Township, _________________, ___________, Pennsylvania ___________.

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ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by __________________________ this _________ day of _____________, 201_.

By __________________________

Printed __________________________

Title __________________________

NOTE: Failure to return acknowledgment of the Notice to Proceed does not relieve the Contractor of conditions imposed by the Agreement.
Sample Waste and Recycling Municipal Bid
CONTRACT DOCUMENTS

FOR

SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES AND
RECYCLING COLLECTION, TRANSPORTATION AND PROCESSING SERVICES FROM

DWELLING UNITS WITHIN THE TOWNSHIP OF  ________________

Bid opening - ________________ ; ___ p.m.
Bid Due - ________________ ; ___ p.m.

______________ TOWNSHIP (written for a Township, but could be used for a City, Borough or Town)
______________(address)
___________, PA _____

Questions concerning the attached Contract Documents may be referred to:

______________ Township -
Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m.

This package represents all documents a successful Bidder shall be responsible for completing.
Please return the entire package with the appropriate, completed information.

Proposal being submitted by:

____________________________

Company Name
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INVITATION TO BIDDERS

Officials of the Township of ______________, ___________ County, will accept sealed proposals at the ___________ Township Municipal Building, _______________ until 4:00 PM on __________, to be opened at 7:30 PM or shortly after that same day for the following:

Solid Waste Collection, Transportation and Disposal Services
and Recycling Collection, Transportation and Processing Services from
Dwelling Units within the Township of ______________

Option 1: Solid Waste Contract will be for unlimited bags with a graduated rate structure for those qualifying for the Pennsylvania Senior Citizen Property Tax Rebate Program. Further, ____________ Township shall allow small businesses to participate in the collection program. (optional)

Option 2: Solid Waste Contract will be for the collection of six (6) containers [or another number], plastic bags or bundles of the authorized size and weight with a graduated rate structure for those qualifying for the Pennsylvania Senior Citizen Property Tax Rebate Program. Further, ____________ Township shall allow small businesses to participate in the collection program. (optional)

Option 3: Solid Waste Contract will be for (insert Option 1 or 2). In addition to all of the above requirements, a (tag-a-bag or pay-per-bag) program shall be offered. The Township will be responsible for selling the “tags or bags” at an amount determined by the hauler. All participants of this program will still be required to pay a quarterly fee for the removal of recyclables.

Option 4: Solid Waste Contract will be for a (tag-a-bag or pay-per-bag) program. The Township will be responsible for selling the “tags or bags” at an amount determined by the hauler. All participants of this program will still be required to pay a quarterly fee for the removal of recyclables.

Option 5: Solid Waste Contract will be for a (tag-a-bag or pay-per-bag) program. The Contractor will be responsible for providing residents with the “tags or bags”. All participants of this program will still be required to pay a quarterly fee for the removal of recyclables.

A pre-bid meeting will be held at _______________________(time) at the ____________ Township Municipal Building, _____________________________(address). Attendance at the pre-bid meeting is not mandatory but is recommended.

Proposals must be submitted upon forms furnished by and available at the Township and must be sealed with proper identification of subject bid on the outside of the envelope. All bids must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid.

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Instructions, specifications, and bid forms may be obtained at the __________ Township office at the above address from 8:00 a.m. to 4:00 p.m., Monday through Friday, except for holidays.

The Commissioners of _____________ Township reserve the right to reject any or all bids and to waive any defects or irregularities in the best interest of the Township.

__________________, Manager
___________________ TOWNSHIP
INSTRUCTIONS TO BIDDERS

2.01 Pre-Bid Conference
A pre-bid meeting will be held at ______________________(time) at the ________________Township Municipal Building, __________________________________(address). Attendance at the pre-bid conference is not mandatory but is recommended.

2.02 Sealed Bids or Proposals
Sealed bids or proposals shall be addressed to Township Manager, __________ Township Municipal Building, ____________________________________(address), and marked "Solid Waste and Recycling Collection, Transportation and Disposal Services Proposal” and shall be received at the office of the ____________ Township Manager until 4:00 PM on __________________________(date) to be publicly opened and read at 7:30 PM or shortly thereafter.

2.03 Printed Form of Bids
All proposals shall be made upon the blank form of proposal attached hereto and must give the price proposed, both in words and figures (typed or written in ink), and must be signed by the bidder with his full name and address; or where a partnership, the name and address of each partner in full; or, if a corporation, the place where chartered and the names, titles and business address of the President, Secretary and Treasurer. In submitting bids, the proposal form must not be removed from the Contract Documents, but deposited intact as received and properly sealed.

2.04 Certified Check or Bid Bond
Proposals must be accompanied by a certified check or bid bond with responsible corporate surety payable to the order of _________ Township in an amount equal to ten percent (10%) of the annual bid amount.

The above-mentioned check or bid bond shall be forfeited to _________ Township in the event the Contractor fails or refuses to enter into the contract and to post Performance and Payment Bonds as hereinafter specified, not as penalty, but as just and liquidated damages for the delay and additional costs or expenses incurred by _________ Township by reason of failure to execute the contract and give bond as required.

2.05 Certified Check or Bid Bond Return
The certified checks or bid bonds of the unsuccessful bidders will be returned after the contract is awarded and the check or bid bond of the successful bidder will be returned to him after the execution of the contract and bonds. _________ Township shall not be liable for any interest on any bid deposits.
2.06 **Contract and Bond**

A contract(s) will be awarded to the lowest, responsible bidder(s) subject to the provision of Paragraph 2.06 below. The successful bidder shall, within ten (10) days after notification of award, enter into a written contract with __________ Township and shall furnish Performance and Payment Bonds issued by an approved surety company authorized to do business in the Commonwealth of Pennsylvania, in the amount of one hundred percent (100%) of the annual bid price, conditioned that he shall comply in all respects with the terms and conditions of the contract, and his obligation there under, including the specifications, and shall indemnify and save harmless __________ Township against or from any and all costs, expenses, damages, injury or loss to which __________ Township may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the Contractor, his agents or employees, in or about the execution or performance of the contract, including said specifications, and shall indemnify and save harmless __________ Township against and from any and all liability demands, or claims against it or losses to it from any cause whatever, including, but not limited to, patent infringements in the matter of completing said contract, said bond to be subject to the approval of the Township Solicitor. In case of failure or refusal on the part of the bidder to enter into said contract and file the aforesaid bond within ten (10) days of the Notice of Award, the amount of the check or bid bond will be forfeited and paid to __________ Township as more fully provided in Paragraph 2.04 above.

2.07 **Reservations and Annulments**

The Township Commissioners will determine who is the lowest responsible bidder upon the basis of the bids submitted, and reserve the right to reject any or all bids, and may re-advertise if it is in the best interest of the Township. Said Commissioners also reserve the right to waive technical defects, if, in their judgment, the interest of the Township shall so require; also, the right to cancel and annul any contract if, in their opinion, there shall be failure at any time to perform faithfully any of its stipulations, or in case of a willful attempt to impose upon the Township articles or service inferior to those required by the contract. Any action taken in pursuance of this latter stipulation shall not affect or impair any right or claim of the Township to damages for the breach of any of the covenants of the contract by the Contractor. No proposal may be considered from any person, firm or corporation, who has defaulted in the performance of any contract or agreement made with the Township or conclusively shown to have failed to perform satisfactorily any such contract or agreement.

2.08 **Bids May Be Rejected as Informal**

Proposals or bids which contain erasures, alteration, conditional bids, omissions, or irregularities of any kind shall be rejected as informal.

2.09 **Changes Prior to the Opening of Bids**

During the period allowed for preparation of bids, the bidders may be furnished addenda or bulletins for additions to or alterations of the Specifications, which shall be included in the work, covered by the Proposal and become a part of the Contract Documents. If any prospective bidder is in doubt as to the true meaning of any part of the Specifications or other Contract Documents, he may submit to the Township Manager a written request for an interpretation thereof. The bidder submitting the request will be responsible for its prompt delivery. Any
interpretation of the Contract Documents will be made only by an addendum duly issued and a
copy of such addendum will be mailed or electronically delivered to each prospective bidder of
record. The Township shall not be responsible for any other explanations or interpretations of the
proposed Contract Documents.

2.10 Withdrawal of Bids
No bid may be withdrawn for a period of ninety (90) days after the date and time
designated for the opening thereof.

2.11 Contract Documents
This contract will be awarded in accordance with the following documents:

1. Invitation to Bidders
2. Instructions to Bidders
3. General Conditions
4. Specifications
5. Insurance Requirements
6. Checklist
7. Non-Collusion Affidavit
8. Bid Proposal
9. Exception(s) to Contract
10. Bid Bond
11. Questionnaire
12. Notice of Award
13. Agreement
14. Performance Bond
15. Payment Bond
16. Notice to Proceed

2.12 Familiarization
Before bidding, all contractors are requested to carefully read and thoroughly familiarize
themselves with the above documents. Special attention is called to the fact that the Contractor
must furnish a disposal facility or processing area or an agreement with such a facility.

2.13 Length of Contract
The bids shall be for the collection and disposal of refuse and recyclable materials
collected from dwelling units and small businesses within the corporate limits of ____________
Township as at present existing, for the term of approximately three (3) years beginning
___________ and ending on ____________ with the option to extend the contract for two
(2) additional years. The parties agree to extend the terms of Contract if (a) _____________
Township signifies its desire to extend by notice to Contractor not later that one hundred eighty
(180) calendar days prior to the expiration of the basic terms of the Contract; and (b) the
Contractor has not signified its desire to not so extend by notice to the Township not later than
one hundred eighty (180) calendar days prior to the expiration of said contract.

2.14 Non-Collusion Affidavit
In accordance with the Pennsylvania Antibid Rigging Act that became effective on
October 23, 1983, the Township requires each bidder to complete and file a Non-Collusion
Affidavit. The Affidavit is to be completed as follows:

A. This Non-Collusion Affidavit must be executed by the member, officer or employee
of the bidder who makes the final decision on prices and the amount quoted in the bid.
B. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

C. In the case of a bid submitted by a partnership or other joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

D. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

E. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
3.01 **Financial Statement**
Each proposal shall be accompanied by a full and complete statement under notarized oath certifying to the financial condition of the bidder. In addition, the bidder shall furnish to the Township Manager a new and complete financial report of bidder's prior year's operation, including any and all information pertinent to actual collection, disposal and billing operations, setting forth all costs, wage rates and other information necessary to determine financial responsibility of the bidder.

3.02 **Plans and Specifications**
With each proposal, the bidder must furnish one (1) set of general plans and specifications setting forth the equipment, size of work crew or crews, times of collection in accordance with all local ordinances, routing, and methods proposed for collecting, receiving, transporting, conveying, handling and disposing of the refuse. In particular, the methods, size and location of disposal area apparatus and equipment for the elimination and control of nuisances that may arise during the process of collection, treating or disposal of the material shall be shown, specified and described in sufficient detail to enable the Township Manager to judge the adequacy and sufficiency, as it is an essential requirement of this contract, to ensure that neither objectionable odors, noxious gases nor putrescent liquid shall escape during or after the process of collection, treatment or disposal to the extent of constituting a public nuisance or hazardous or toxic waste. In addition, the bidder shall submit a sworn statement stating that he will abide by all ordinances, rules and regulations of any municipality, providing for making available landfill or other disposal/processing facilities, and of any other governmental unit having jurisdiction thereof, including the County Solid Waste Management Plan.

3.03 **Questionnaire**
The attached questionnaire must be fully and completely answered.

3.04 **Option 1: Designated Disposal/Processing Facility**
The disposal facility that the bidder proposes to use in the disposal of refuse shall be listed as a designated disposal facility in the most recent __________________ County Solid Waste Management Plan. This facility must have an executed Agreement with __________________ County. If the facility does not have an executed Agreement with the County, the facility will be required to complete an executed Agreement prior to the acceptance of refuse at the facility. All recyclables must be transported to a permitted recyclables processing facility [within the County].

**Option 2: Designated Disposal/Processing Facility**
All refuse shall be disposed of at the __________________ Landfill/WTE located at __________________ (address). This facility must be listed as a designated disposal facility in the most recent __________________ County Solid Waste Management Plan and have an executed Agreement with __________________ County. If the facility does
not have an executed Agreement with the County, the facility will be required to complete an executed Agreement prior to the acceptance of refuse at the facility. All recyclables collected within the County will be taken to the ___________________________ Transfer Station/MRF/Composting Facility located at ________________________________ (address).

**Option 3: Designated Disposal Facility**

The bidder must dispose of all refuse at the _________________ Landfill/Transfer Station. This facility must be listed as a designated disposal facility in the most recent _________________ County Solid Waste Management Plan and have an executed Agreement with _________________ County. If the facility does not have an executed Agreement with the County, the facility will be required to complete an executed Agreement prior to the acceptance of refuse at the facility. All recyclables must be transported to a permitted recyclables processing facility **[within the County]**.

**Option 4: Designated Disposal Facility**

The bidder must dispose of all refuse at the _________________ Landfill/Transfer Station. This facility must be listed as a designated disposal facility in the most recent _________________ County Solid Waste Management Plan and have an executed Agreement with _________________ County. If the facility does not have an executed Agreement with the County, the facility will be required to complete an executed Agreement prior to the acceptance of refuse at the facility. All recyclables must be transported to the ___________________________ Transfer Station/MRF/Composting Facility located at ________________________________ (address).

3.05 **Not to Sublet or Assign Contract**

The Contractor shall devote his personal attention constantly to the faithful performance of the work and shall keep the same under his own control, and shall not transfer or assign such responsibility by power of attorney or otherwise, nor sublet the work or any part thereof without the previous written consent of the Township Manager. In the latter case, he shall petition the Township Manager in writing, certifying the name and address of each such assignee or subcontractor as he intends to engage, the portion of the work which he is to do or the material which he is to furnish, his place of business and such other information as the Township Manager may require in order to know whether such subcontractor is respectable, reliable and able to perform the work as called for in the Specifications. He shall not, either legally or equitably, assign any of the monies payable under the contract unless by and with the like consent of the Township Manager. If such assignment, subcontracting or delegation is permitted by the Township Manager, the Contractor shall not be released from any of his liabilities or obligations under this contract, but shall remain responsible and liable to the Township should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

3.06 **Option 1: Payments to Township as to Dwelling Units**

The Township will collect the monthly rate per dwelling unit and remit the net amount to Contractor. The Township will charge the Contractor a collection fee of six percent (6%) of all amounts collected. However, if the Township receives, directly or through the Contractor, an excess of bona-fide complaints of substandard or lack of service within any given month of the
calendar quarter, the collection fee shall increase to twelve percent (12%) of the total amount collected for that month. Excessive complaints shall be defined for the purposes of this contract as 20 or more calls per month. The price bid shall cover the cost of all labor, material and any other costs and expenses needed to complete the contract in all details, including the collection fee to the Township. The Township will pay and the Contractor shall accept the price stipulated with respect to dwelling units in the proposal hereto attached as full compensation for the collection and disposal of refuse and the collection, transportation and processing of recyclable materials thereafter. The Township will not be liable for or responsible to pay to the Contractor any interest on any amounts collected.

Option 2: Payments to Contractor as to Dwelling Units
The Contractor will collect the monthly rate per dwelling unit. The Township will charge the Contractor a negligence fee of twelve percent (12%) of the total amount collected for that month if it receives excessive complaints which shall be defined for the purposes of this contract as 20 or more calls per month. The price bid shall cover the cost of all labor, material and any other costs and expenses needed to complete the contract in all details. The Township will not be liable for or responsible to pay to the Contractor any interest on any amounts collected or collecting on delinquent accounts.

3.07 Time of Commencement
The Contractor shall begin work for the collection and disposal of refuse on ______________ through and including ______________ and shall begin work for the collection, transportation and processing of recyclable materials on ______________ through and including ________________.

3.08 Bidder’s Responsibility as to Number of Dwelling Units
It is required that the bid under this proposal shall be for a monthly rate per dwelling unit. A “dwelling” is a building used for residential purposes, except hotels, boarding and lodging houses, tourist cabins, motels and apartments with more than six dwelling units. All bidders are advised and cautioned that the Township makes no warranty as to the number of dwellings within the Township now or at any time in the future. It will be the responsibility of the successful bidder to ascertain the number of dwelling units from time to time and to deliver the information to the Township. As the bid under this proposal is for a monthly rate per dwelling unit, nothing herein is to be construed as a warranty as to the number of dwelling units or the gross amount which may be received at any time by the successful bidder. Estimated number of dwelling units within the Township during the term of this contract are as follows: 20__ – X,XXX, 20__ – X,XXX, and 20__ – X,XXX. There is absolutely no guarantee of the preciseness of these numbers.

3.09 Taxes
All present and future state and/or local taxes (excluding landfill tipping fees) imposed on solid waste collection and/or disposal will be handled on a pass-through basis and are not to be included in the bid.
3.10 **Tons of Waste Collected in 20__**
Based on the tonnage reported to ____________ Township by the current contractor, estimated trash tonnage for the year 20__ is as follows: MSW – X,XXX tons, C&D – XXX tons, RMW – XXX tons, Ash – XXX tons, Asbestos – XXX tons, Sewage Sludge – XXX tons.

3.11 **Tons of Recyclables Collected in 20__**
Estimated yearly total of combined residential recyclables is XXX tons.
SPECIFICATIONS

4.01 Solid Waste Collection, Transportation and Disposal Services

4.01.01 General

Option 1: ____________ Township currently has a curbside refuse collection program. The Contractor shall provide all equipment and labor to collect all the curbside refuse items specified.

Option 2: ____________ Township does not currently have a curbside refuse collection program. Contractor will be responsible for educating residents on the established curbside refuse collection program. The Contractor shall provide all equipment and labor to collect all the curbside refuse items specified.

Option 1: The Contractor shall have the exclusive right to collect, transport and dispose of designated refuse materials from residential units and multi-family dwellings containing six or fewer units in the Township when placed at curbside or other property location for this purpose. The Contractor shall transport refuse materials to a designated disposal facility per the most recent _______________________ County Solid Waste Management Plan.

Option 2: The Contractor shall have the exclusive right to collect, transport and dispose of designated refuse materials from residential units and multi-family dwellings containing six or fewer units in the Township when placed at curbside or other property location for this purpose. The Contractor shall transport refuse materials to _______________________ Landfill/WTE, located at ________________________________ (address).

___________ Township elects to allow small businesses to voluntarily participate in the refuse collection program. OPTIONAL

Refuse tonnage statistics must be reported directly to the Township by the Contractor quarterly.

4.01.02 Work to be Done

The work to be done under the contract with respect to dwelling units consists of the collection of all refuse from dwelling units within the corporate limits of ___________ Township by the use of closed unit vehicles from the curb, alley or such other location as established by the Township, and disposal in the manner herein described. ___________ Township allows small businesses to voluntarily participate in the solid waste collection program.

4.01.03 Length of Contract

The bids shall be for the collection, transportation and disposal of solid waste materials collected from dwelling units within the corporate limits of ___________ Township as at present existing, for the term of three (3) years, beginning ________________ through and including, ________________ with the option to extend the contract for two (2) additional years. The parties agree to extend the terms of the Contract if (a) the Township signifies its desire to extend by notice to Contractor not later than one hundred eighty (180) calendar days prior to the
expiration of the basic terms of the Contract; or (b) the Contractor has not signified its desire to
not so extend by notice to the Township not later than one hundred eighty (180) calendar days
prior to the expiration of said contract.

4.01.04 Definitions

Definitions as defined in these specifications mean:

A. Refuse – all waste that is not a bulk item, including furniture, carpet, televisions,
ashes from burning of wood, coal, coke, or other combustible material, and the
like, but excluding tires and white goods.

B. Trash - same as Refuse.

C. Material - includes refuse and recycling.

D. Dwelling Unit - one or more rooms in a dwelling which room or rooms has
fixed cooking facilities arranged for occupancy by one person, two or more
persons living together, or one family.

E. Dwelling - a building or structure containing dwelling units, but shall not
include hotels, motels, tourist cabins, mobile homes in an established mobile
home park or an apartment or condominium building were containing more than
six dwelling units.

F. Bulk Item – any item that is too large or bulky to be picked up by one person.

G. White Goods – large appliances, such as washers, dryers, which do not contain
CFC (FREON).

H. Substandard Service – trash and/or recyclables not collected on regularly
scheduled day, containers not returned to place of collection, mishandled
containers, any uncollected material that is left behind, or any other violation of
the requirements herein. (Final decision rests with Township Manager.)

I. Small Business - a business establishment that produces five (5) or less 40-
gallon containers of refuse and recyclables per week.

J. Hazardous Waste - any chemical, compound, mixture, substance, or article
which is designed by the United States Environmental Protection Agency of the
state to be “hazardous” as term is defined by or pursuant to Federal or state
law, for the purpose of this General Information for Bidders, includes residual
waste as that term is defined by or pursuant to federal law or regulation.

4.01.05 Option 1: Provisions for Place of Disposal

The Contractor shall dispose of all trash and similar material to be collected during this
contract in a disposal facility listed in the __________________________ County Solid Waste
Management Plan as a designated disposal facility. In addition, the Contractor must submit with
his bid proper proof in writing that he will dispose of waste at a designated disposal facility. In
addition, the bidder shall submit a sworn statement stating that he will abide by all statutes,
ordinances, rules and regulations of any municipality containing such disposal facilities and of any
other governmental unit having jurisdiction thereof. In the event that __________ Township
provides or makes available a disposal facility or processing area, through agreement with any
state, county, political subdivision or municipal authority thereof, Contractor agrees to use such
disposal facilities, and __________ Township reserves the right to charge a fee for the use of such facilities. In such case, the Contractor shall have the right to increase his charges in such amount, but only in such amount as will enable him to recover increased disposal charges, if any.

**Option 2: Provisions for Place of Disposal**

The Contractor shall dispose of all trash and similar material to be collected during this contract at the ______________ Landfill/Transfer Station. In addition, the Contractor must submit with his bid proper proof in writing that he will dispose of waste at this facility. In addition, the bidder shall submit a sworn statement stating that he will abide by all statutes, ordinances, rules and regulations of any municipality containing such disposal facilities and of any other governmental unit having jurisdiction thereof. In the event that __________ Township provides or makes available a disposal facility or processing area, through agreement with any state, county, political subdivision or municipal authority thereof, Contractor agrees to use such disposal facilities, and __________ Township reserves the right to charge a fee for the use of such facilities. In such case, the Contractor shall have the right to increase his charges in such amount, but only in such amount as will enable him to recover increased disposal charges, if any.

4.01.06 Methods of Collection

All material must be collected in watertight, covered plastic or metallic cans or durable and watertight plastic bags that can be easily and quickly handled by one man, capable of being removed without spilling, which shall be loaded in the compactor trucks and delivered to the disposal facilities. Contractor shall be responsible for retrieving all materials spilled by it in the collection and disposal process.

Trucks to be used for the removal of material shall be of metal body, securely covered, watertight, kept thoroughly clean, repaired and well painted and must have the name of the Contractor and telephone number painted on each side of the same in letters of a size to be read at a distance of 25 feet and always legible.

The Township shall have the right to inspect any collection vehicle at any time and at any place it is being used within the Township. The Contractor shall make vehicles available for inspection whenever so requested by __________ Township at a time and place mutually agreed upon.

4.01.07 Option 1: Time When Collections Shall be Made

Collections from dwellings or dwelling units shall be made one (1) time per week during all the months of January through and including December, maintaining current schedules. When a holiday falls on a regular collection day, that collection will be on the day following the holiday. Holidays shall include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas and others that are submitted and approved by the Township Manager.

Option 2: Time When Collections Shall be Made

Collections from dwellings or dwelling units shall be made one (1) time bi-weekly during all the months of January through and including December, maintaining current schedules. When a holiday falls on a regular collection day, that collection will be on the day following the holiday.
Holidays shall include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas and others that are submitted and approved by the Township Manager.

4.01.08 Hours When Collections Shall be Made

All collections shall be made between the hours of 7:00 AM and 7:00 PM; however, this time limitation shall not prevent the collection of material on an emergency basis during other hours when necessitated by natural catastrophe or other conditions beyond the control of the Contractor. The extension of the emergency hours shall at all times be subject to approval by the Township Manager.

4.01.09 Cans or Containers to be Provided by Occupants (OPTIONS 1-3)

All parties or persons occupying dwelling units within the Township will be required by the Township to provide and use (a) refuse and recycling containers of durable, watertight, rust-resistant materials having a close fitting lid with handles with a capacity of not more than forty (40) gallons and shall be of such size as can be handled easily by one man; or (b) durable and watertight plastic bags for refuse only.

The maximum weight of a filled container shall not exceed sixty (60) pounds, and the maximum weight of a filled plastic bag shall be limited to such weight as will not cause the bag to break when lifted and carried to Contractor's equipment. Garbage shall be thoroughly drained of all water/liquid. All refuse containers or plastic bags shall be securely covered or tied, as the case may be.

Refuse and recycling containers and all materials from dwelling units shall be placed behind the curb and, where there is no curb, immediately next to but off the paved portion of the roadway. In case of dispute, the Township Manager shall decide the location to be used for placing of containers by the occupant of the dwelling unit. Special arrangements may be made with the Contractor to remove ashes from the cellar or other places on the premises. Placement of containers for pickup on private roads shall be the result of special arrangements between Contractor and resident.

Cans or Containers to be Provided by Occupants (PAYT ONLY – OPTION 4 and 5)

All parties or persons occupying dwelling units within the Township will be required by the Township to purchase tags/bags from __________________________ (location where these items can be purchased) to be used to dispose of household waste or to be placed on bags containing household waste (not including recyclables). These bags may be placed in a refuse container of durable, watertight, rust-resistant material having a close fitting lid with handles with a capacity of not more than forty (40) gallons, which shall be of such size as can be handled easily by one man.

All parties or persons occupying dwelling units within the Township will be required by the Township to provide and use recycling containers of durable, watertight, rust-resistant materials having a close fitting lid with handles with a capacity of not more than forty (40) gallons and shall be of such size as can be handled easily by one man.
The maximum weight of a filled container shall not exceed sixty (60) pounds, and the maximum weight of a filled plastic bag shall be limited to such weight as will not cause the bag to break when lifted and carried to Contractor's equipment. Garbage shall be thoroughly drained of all water/liquid. All refuse containers or plastic bags shall be securely covered or tied, as the case may be.

Refuse and recycling containers and all materials from dwelling units shall be placed behind the curb and, where there is no curb, immediately next to but off the paved portion of the roadway. In case of dispute, the Township Manager shall decide the location to be used for placing of containers by the occupant of the dwelling unit. Special arrangements may be made with the Contractor to remove ashes from the cellar or other places on the premises. Placement of containers for pickup on private roads shall be the result of special arrangements between Contractor and resident.

Cans or Containers to be Provided by Contractor (All Options)

All parties or persons occupying dwelling units within the Township will be given both a refuse and recycling container by the contractor. Refuse and recycling containers shall be durable, watertight, rust-resistant materials having a close fitting lid with handles and wheels with a capacity of not more than ninety-six (96) gallons and shall be of such size as can be handled easily by one man. Recycling containers shall be affixed with a weather resistant sticker or imprinting that denotes the materials acceptable for recycling. Refuse and recycling containers shall be distinguished by different colors to be proposed by the hauler to the Township. Contractor shall be responsible for submitting proposed refuse and recycling container specifications to the Township for their review and approval.

The maximum weight of a filled container shall not exceed sixty (60) pounds. Garbage shall be thoroughly drained of all water/liquid. All containers shall be securely covered.

Refuse and recycling containers and all materials from dwelling units shall be placed behind the curb and, where there is no curb, immediately next to but off the paved portion of the roadway. In case of dispute, the Township Manager shall decide the location to be used for placing of containers by the occupant of the dwelling unit. Special arrangements may be made with the Contractor to remove ashes from the cellar or other places on the premises. Placement of containers for pickup on private roads shall be the result of special arrangements between Contractor and resident.

4.01.10 Handling of Containers

The Collector shall exercise reasonable care in handling of refuse containers and shall not willfully break, deface or damage same. Refuse containers shall be returned to behind the curb and, in the absence of curb, off the paved highway.

4.01.11 Payment for Containers

All cans or containers, except plastic bags, broken or destroyed by improper or careless handling by the Collector shall be replaced by the Contractor at his own expense.
4.01.12 **Option 1: Rules Under which Refuse shall be Collected**

The Contractor shall be required to collect an unlimited number of containers, plastic bags and bundles of the authorized size and weight. Where the Contractor has not made a collection by reason of the customer's failure to comply with collection ordinances or regulations, it shall be the responsibility of the Contractor to report to the Township, via email or telephone, any condition or situation that would prevent the contractor from performing refuse and recycling services as described herein. The Contractor shall also provide a response, via email or telephone, before the end of the business day when notified by Township officials of a complaint about missed refuse, sloppy workmanship or any other customer complaint.

**Option 2: Rules Under which Refuse shall be Collected**

The Contractor shall be required to collect no more than six (6) containers (adjust number of container as necessary), plastic bags and bundles of the authorized size and weight from each individual dwelling. Buildings with multiple dwellings are permitted to dispose of no more than six (6) containers per dwelling unit. Where the Contractor has not made a collection by reason of the customer's failure to comply with collection ordinances or regulations, it shall be the responsibility of the Contractor to report to the Township, via email or telephone, any condition or situation that would prevent the contractor from performing refuse and recycling services as described herein. The Contractor shall also provide a response, via email or telephone, before the end of the business day when notified by Township officials of a complaint about missed refuse, sloppy workmanship or any other customer complaint.

**Option 3: Rules Under which Refuse shall be Collected**

In conjunction with the pay-as-you-throw system, the Contractor shall be required to collect bags which have been purchased by the resident and/or provided by the Contractor or bags which have been affixed with a tag that has been purchased by the resident or provided by the Contractor and placed curbside for disposal. These bags must adhere to the weight limits specified in Section 4.01.08. Where the Contractor has not made a collection by reason of the customer's failure to comply with collection ordinances or regulations, it shall be the responsibility of the Contractor to report to the Township, via email or telephone, any condition or situation that would prevent the contractor from performing refuse and recycling services as described herein. The Contractor shall also provide a response, via email or telephone, before the end of the business day when notified by Township officials of a complaint about missed refuse, sloppy workmanship or any other customer complaint.

4.01.13 **Investigation and Reporting of Complaints of Failure by Occupant**

It will be the duty of the Township Manager to investigate all complaints made of failure by occupants of dwelling or dwelling units within the Township to comply with the provisions of the ordinances concerning packaging and placement of refuse materials and to prosecute all offenders under such provisions.

4.01.14 **Investigation and Reporting of Complaints by Customers**

All complaints by residents or small business owners of the Township made through the Township or directly to the Contractor, regarding the services provided under the Contract, shall
be responded to by the Contractor. The Contractor shall submit a report to the Township each
month, by the fifteenth day of the following month, listing all the complaints received by the
Contractor during the previous calendar month. This report shall be on forms provided by the
Township and shall include, at a minimum, the following information:

A. Date of complaint  
B. Name, address and telephone number of the complainant  
C. Description and nature of complaint  
D. Date of resolution of complaint  
E. Description of resolution of complaint

If the complaint has not been resolved, this should also be indicated.

The Township reserves the right to intercede in any unresolved complaint by a customer,
business owner or property owner, to investigate said complaint and to act as an intermediary to
bring the customer and the Contractor together to resolve the complaint.

4.01.15 Materials Collected to be Property of Contractor
The Contractor shall be considered the owner and sole possessor of all material from the
time of its collection.

4.01.16 Exclusive Right to Successful Bidder
The successful bidder shall have the exclusive right and privilege of collecting, removing
and disposing of all refuse from residential units, small businesses or multiple family dwellings
containing six or fewer units. The resulting contract will provide that no person shall carry,
convey or transport through the streets, alleys or public places of the Township any of the
aforesaid materials from dwelling units subject to the penalties prescribed by the law of the
Commonwealth and ordinances of ____________ Township, or the rules of the Health
Departments within _________________ County and the Commonwealth of Pennsylvania.
__________ Township agrees to prevent, as far as lawful, any person other than the Contractor
from gathering, hauling, removing or carrying any material from dwelling units within the
Township limits, which by these specifications the Contractor is required to collect and dispose of.

4.01.17 Contractor to Have Telephone in House and/or Office
Contractor shall establish, maintain and list in the ________________ Telephone
Directory a toll-free telephone number within his house, office or plant, which persons in the
Township may use to contact Contractor and shall attend such telephone between the hours of
7:00 a.m. and 6:00 p.m., every day each week, except Saturday, Sunday and holidays established
by ________________ Township.

4.01.18 Inspection of Trucks
The Contractor shall be required to present his trucks for inspection within the Township
limits at such reasonable times and places as may be designated by the Township Manager.
4.01.19 **Observance of Laws and Ordinances**

All municipal ordinances, laws of the Commonwealth of Pennsylvania and of the United States, and rules and regulations promulgated hereunder shall be observed by the Contractor.

4.01.20 **Motorized Equipment to be Used**

Motorized equipment alone shall be used and employed in the performance of the contract. The necessary amount of motorized equipment shall be provided to maintain consistent service as specified. If additional trucks are needed by the Contractor to complete this contract, the bidder shall show proof that the required number and type of additional trucks are on order, are to specifications and will be available to begin service, subject to the award of the contract. Any vehicle used in the collection and transport of trash from the Township shall have a Contractor-assigned numerical identification displayed on each side of the vehicle of a size that can be read by a person two hundred (200) feet from the vehicle. Each vehicle shall also have displayed on the sides, the Contractor's name and telephone number.

4.01.21 **Responsibility of Contractor**

The Contractor shall be and is hereby responsible for any and all injury or damage to property or persons or accidents which may occur to any person or persons in consequence of his act or the acts of his agents, servants or employees. Contractor agrees that public liability and workers' compensation insurance shall be obtained and maintained at all times during the Contract, protecting the Township against loss or injury occasioned by the acts of the Contractor, his agents, servants or employees in accordance with attachment entitled "Insurance Requirements." The Contractor shall comply with the provisions of the current Workers' Compensation Act and any supplements or amendments thereto relative to workers' compensation insurance, and shall furnish proof to the Township that he has accepted the provisions of said Act and either insured his liability there under or secured exemption there from. The Contractor shall indemnify ____________ Township and save it harmless against, of and from, any and all costs, expense, damages, claims, demands, suits, injury or loss to which said Township may be subjected by reason of any wrongdoing, misconduct, negligence or fault of Contractor, his agents, servants or employees in or about the execution or performance of said contract.

4.01.22 **Loading of Material on Vehicles**

Should the Contractor desire to load material on transfer vehicles or maintain a transfer station for loading same, such transfer station shall be located and operated so as not to cause a nuisance.

4.01.23 **Deductions to be Made for Vacant Dwelling or Dwelling Units**

Deduction from the contract price for dwelling units paid to the Contractor shall be made and Contractor shall make no charge for vacant dwelling units where such vacancy shall have continued for a period of time as set forth in Township ordinances and where written notice thereof shall have been given by the owner of such dwelling unit to the Township.

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4.01.24 **Additions to the Contract Price**

Additions to the contract price for dwelling units shall be made at the established bid price for new dwellings or dwelling units added in the Township after the effective date of this contract.

4.01.25 **Modification of Contract**

This contract and the specifications herein contained may be modified and changed from time to time only as may be agreed upon in writing in a manner not materially affecting the substance hereof, provided, however, that the consent of the Township Commissioners be first obtained. Ordinances will be adopted and/or amended by the Township Commissioners to conform to the contract or contracts awarded.

4.01.26 **Conditions under which Contract may be Canceled or Terminated by the Township**

If the work under this contract shall be abandoned by the Contractor or if the contract shall be assigned or the work sublet by him other than as herein specified, or if at any time, the Township Manager shall be of the opinion and so certify in writing (which certificate shall be final, binding and conclusive on the Contractor) that the performance of the contract is being unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this contract or the specifications thereof, or is executing the same in bad faith or not in accordance with the terms thereof, the Township Manager may cancel and terminate this contract by a written notice to be served upon the Contractor either personally or by leaving it at his residence or office, and the Township Manager shall thereupon have the power and are hereby authorized to procure in the manner prescribed by law such and so much of said work to be performed as may be necessary to fulfill this contract, and in such cases, the Township shall have the power and are hereby authorized to charge to the Contractor the amount of loss suffered by the Township, and upon a reletting of the contract, if amount of monies received by the Township shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor shall and will pay to the Township the amount of such differences.

4.01.27 **Authorizing Municipality to Perform Contract**

If the Contractor shall fail to perform any part of the work called for in this contract in accordance with the terms thereof and the Township Manager decides not to cancel and terminate this contract as provided hereinabove, the Township Manager shall have the power and is hereby authorized to perform or cause or procure to be performed such part of the work as the Contractor shall fail to perform at the expense of the Contractor and to deduct such expenses and collect the cost of same out of the bond filed by the Contractor in any legal proceedings or any loss by reason thereof or both, at the sole option of _____________ Township.

4.01.28 **Municipal Trash Collection**

The Contractor shall provide an appropriately sized container, as determined by the Township, to collect and dispose of all municipal trash, waste or debris of any kind or source from the designated sites shown in Table 5 below and will include any future municipal sites added during the life of the Contract. This service will be provided at no charge to the Township, in accordance with a schedule determined by the Township.
TABLE 5
Municipally Designated Sites

In addition, Contractor shall be required to place, and empty when full, at no additional fee two (2) trailers or roll-off containers, one to be used for the collection of bulk items and a second to be used for the collection of white goods and Freon-containing appliances. The Township will determine the location of the trailers or roll-offs.

During time of emergency or a natural disaster, the Contractor will provide sufficient roll-off containers to the Township, upon request, at standard, non-emergency prices.

4.01.29 **Option 1: Billing and Payment Procedure**

The mode of contract requires the Township to collect the monthly rate per dwelling unit. The Township will bill the customers quarterly and in advance. In the second month of the quarter, the Township will pay to the Contractor one-third (1/3) of the refuse fees collected during the first month of the quarter, that amount retained being the amount applicable to the second and third months of the quarter. In the third month of the quarter, the Township will add the 2/3 retention from the previous month to the refuse fees collected during the second month and pay to the Contractor one-half (1/2) of the total, that amount retained being the amount applicable to the third month of the quarter. In the first month of the following quarter, the Township will pay to the Contractor the remaining balance of refuse fees collected during the previous three months. The Township will charge the Contractor a collection fee of six percent (6%) of the total amount collected, as set forth in Section 3.06 of the General Conditions. The six percent, (6%) shall be deducted from each payment to the Contractor. The Township reserves the right to increase the collection fee to twelve percent (12%) of the total amount collected if the complaints received for substandard service are in excess of the numbers of complaints listed in Section 3.06 for any given month within the quarter.

**Option 2: Billing and Payment Procedure**

The mode of contract requires the Contractor to collect the monthly rate per dwelling unit. The Contractor will bill the customers quarterly and in advance. The Township reserves the right to bill the Contractor a negligence fee of twelve percent (12%) of the total amount collected if the complaints received for substandard service are in excess of the numbers of complaints listed in Section 3.06 for any given month within the quarter.

4.01.30 **Bulk Item Pickup Service**

The bid will include bulk item pickup service limited to one item per collection to those customers receiving regular service. This service shall be provided to remove white goods or items too large or bulky to be fit into a standard container or bag and may include up to four (4) standard tires without rims. Such service shall be provided during the same permitted hours and days as regular pickup service at the same frequency as regular refuse service. The disposal
of items containing Freon must be arranged directly with the Contractor and such items must be picked up within five (5) working days.

4.01.31 Christmas Trees
   It will be the responsibility of the Contractor to collect and dispose of Christmas trees during the month of January. OPTIONAL

4.01.32 Collection Days
   Collection days for the collection routes within the Township will be submitted by the Contractor and approved by the Township. If the Township has a present contract for waste collection, the collection days for developments/neighborhoods will remain the same as under that present contract, unless Township provides amendments to awarded Contractor.

4.01.33 Option to Negotiate
   ______________ Township reserves the right to renegotiate the contract if ______________ County changes the Solid Waste Plan in a way which reduces contractor costs during the life of the Contract or, in the event that there is a change in the law that causes an increase or decrease in disposal fees, the Contractor and the Township have the right to petition each other to renegotiate the contract price.

4.01.34 County Solid Waste Management Plan
   The Contractor must operate in accordance with the ______________ County Solid Waste Management Plan and ordinances/regulations.

4.01.35 Special Services for Elderly or Handicapped
   Special service (back door pickup) will be provided for residents who need this type of service. Contractor shall be responsible for offering this service through their education program. A list of participants shall be remitted to the Township annually.

4.01.36 Construction/Demolition Materials Pick-Up
   Residents may negotiate directly with any contractor for pick-up of these materials.

4.01.37 Education
   ______________ Township has established a public information and education program concerning refuse collection program features and requirements in accordance with the law of the Commonwealth of Pennsylvania. [Township may specify education requirements of the hauler in this section, i.e. sticker notifications for residents on unacceptable materials, door tags, newsletters, website content, participation in certain Township events, frequency of education, etc.]

4.02 Recycling Collection, Transportation and Processing Services

4.02.01 General
   ______________ Township has a curbside recycling collection program in accordance with the provisions of the Municipal Solid Waste and Recycling ordinance. The
Contractor shall provide all equipment and labor to collect all the curbside items specified to be separated by the residents for recycling.

**Option 2:** ___________ Township does not currently have a curbside recycling collection program. Contractor will be responsible for educating residents on the established curbside recycling collection program proposed by the Contractor. The Contractor shall provide all equipment and labor to collect all the curbside items specified to be separated by the residents for recycling.

**Option 1:** The Contractor shall have the exclusive right to collect, transport and dispose of designated recyclable materials from residential units and multi-family dwellings containing six or fewer units in the Township when placed at curbside or other property location for this purpose. The Contractor shall transport recyclable materials to a facility within ________________ County.

**Option 2:** The Contractor shall have the exclusive right to collect, transport and dispose of designated recyclable materials from residential units and multi-family dwellings containing six or fewer units in the Township when placed at curbside or other property location for this purpose. The Contractor shall transport recyclable materials to ________________ Transfer Station/MRF/Composting Facility, located at ______________________________ (address).

___________ Township elects to allow small businesses to voluntarily participate in the recyclable collection program. **OPTIONAL**

Recycling statistics must be reported directly to the Township by the Contractor monthly.

4.02.02 **Work To Be Done**

The work to be done consists of the collection, transportation and processing of the following recyclable materials:

<table>
<thead>
<tr>
<th>Residential</th>
<th>Small Businesses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plastic</td>
<td>Plastic</td>
</tr>
<tr>
<td>Clear Glass</td>
<td>Clear Glass</td>
</tr>
<tr>
<td>Colored Glass</td>
<td>Colored Glass</td>
</tr>
<tr>
<td>Aluminum, steel and bimetal cans</td>
<td>Aluminum, steel and bimetal cans</td>
</tr>
<tr>
<td>Newsprint</td>
<td>Newsprint</td>
</tr>
<tr>
<td>Cardboard</td>
<td>Office paper</td>
</tr>
<tr>
<td>Chipboard</td>
<td>Cardboard</td>
</tr>
<tr>
<td>HHW (OPTIONAL)</td>
<td>Chipboard</td>
</tr>
<tr>
<td>e-Waste (OPTIONAL)</td>
<td></td>
</tr>
<tr>
<td>Food Waste (OPTIONAL)</td>
<td></td>
</tr>
</tbody>
</table>
The bid price shall reflect the cost associated with glass, cans, plastic, cardboard and newsprint for residential and glass, cans, plastic, newsprint, office paper and cardboard for small businesses. [An additional separate cost shall be included for residential curbside HHW collection, residential curbside e-waste collection, and residential curbside food waste collection] The Township reserves the right to add or delete items from this list with mutual agreement of the Contractor during the term of the contract.

**Option 1:** With each proposal, the bidder must furnish a letter from a recycling center or centers and composting facility (ies) certifying the facility's capability to accept and market/process all of the aforementioned recyclables over the full term of the contract.

**Option 2:** With each proposal, the bidder must furnish a written statement agreeing to deliver all recyclable materials to the ________________Transfer Station/MRF and ________________ Composting Facility over the full term of the contract.

**Option 1:** Collection of leaf waste and/or yard waste will be provided for by the Township according to Act 101 of 1988 as described in Chapter 1, Section 103, Leaf Waste, of said Act and further described in Chapter 15, Section 1052(a), and will not be a part of this contract.

**Option 2:** Collection of leaf waste and/or yard waste, including lawn and garden waste, brush, small tree limbs and the like, will be provided for by the Contractor per the following schedule:

20__
April XX, XX, XX (insert dates as appropriate)
May X(insert dates as appropriate)
October X,X(insert dates as appropriate)
November X,XX,XX,XX(insert dates as appropriate)

20__
April XX, XX, XX (insert dates as appropriate)
May X(insert dates as appropriate)
October X,X(insert dates as appropriate)
November X,XX,XX,XX(insert dates as appropriate)

20__
April XX, XX, XX (insert dates as appropriate)
May X(insert dates as appropriate)
October X,X(insert dates as appropriate)
November X,XX,XX,XX(insert dates as appropriate)

The items described herein shall be removed from all residential units (including single-family and multi-family dwellings containing six or fewer units, and small businesses) within the limits of the Township. Multi-family dwellings containing more than six units, commercial (other
than small businesses), institutional and industrial establishments are not included under this contract.

4.02.03 **Delivery of Yard Waste** [Choose materials to be included]

**Option 1: To Township Facility**
Bidners are required to submit bid for picking up and hauling leaf waste, yard waste (excluding grass and leaves), and/or food waste to the Township’s Composting Facility(ies) located at __________________________ (address). Contractor will be responsible for supplying a designated truck or other method of segregating leaf waste, yard waste, and/or food waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the Township's composting facility.

**Option 2: To County Facility**
Bidners are required to submit bid for picking up and hauling leaf waste, yard waste (excluding grass and leaves), and/or food waste to the County’s Composting Facility(ies) located at __________________________ (address). Contractor will be responsible for supplying a designated truck or other method of segregating leaf waste, yard waste, and/or food waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the County's composting facility.

**Option 3: To Permitted/PBR Facility**
Bidners are required to submit bid for picking up and hauling leaf waste, yard waste (excluding grass and leaves), and/or food waste to a PADEP permitted facility(ies) located at __________________________ (address). Contractor will be responsible for supplying a designated truck or other method of segregating leaf waste, yard waste, and/or food waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the Facility. Contractor must supply a letter or executed Agreement showing authorization by the Facility to accept material from the hauler. The letter must specify the materials and tonnage allowed for delivery by the hauler.

4.02.04 **Length of Contract**
Shall be the same as the Solid Waste Contract, beginning ______________ through and including ________________.

4.02.05 **Option to Negotiate**
__________________________ Township reserves the right to renegotiate the contract if ______________________________ County changes the Solid Waste Plan in a way which reduces contractor costs during the life of the Contract or, in the event that there is a change in the law that causes an increase or decrease in disposal fees, the Contractor and the Township have the right to petition each other to renegotiate the contract price.

4.02.06 **County Solid Waste Management Plan**
The Contractor must operate in accordance with the __________________________ County Solid Waste Management Plan, County and local ordinances/regulations.
4.02.07 Definitions

A. Glass shall mean all empty bottles and jars made of clear, green or brown glass only. All containers shall be emptied and rinsed.

B. Aluminum Cans shall mean all food and beverage containers made of aluminum. All containers shall be emptied and rinsed.

C. Bimetal Cans shall mean all food and beverage containers made of a steel (ferrous) cylinder and bottom and an aluminum top. All containers shall be emptied and rinsed.

D. Steel Cans shall mean all food and beverage containers made of steel. All containers shall be emptied and rinsed.

E. Plastics shall mean all PET (polyethylene terephthalate) including, but not limited to, one, two and three-liter soft drink bottles and all HDPE (high density polyethylene) including, but not limited to, one-gallon milk and detergent bottles. All containers shall be emptied and rinsed.

F. Newsprint shall mean all paper having printed thereon news and other matters of public interest but not including magazines or periodicals. Newsprint must be tied in bundles or placed in paper grocery bags.

G. Corrugated Paper shall mean paper or pasteboard contracted into parallel grooves and ridges, commonly referred to as cardboard and packing boxes. The boxes must be emptied and broken down into a flat position.

H. High-Grade Office Paper shall mean printed or unprinted sheets, shavings and cuttings of sulphite or sulphate ledger, bond, writing and other pages which have similar fiber and filler content. This grade must be free of treated, coated, padded or heavily printed stock. This includes lightweight office papers, i.e., bond, copy paper and onionskin, as well as computer paper.

I. Aerosol Cans shall mean all aerosol cans made of steel. All cans must be empty.

J. HHW shall mean those wastes produced in the household that are hazardous in nature, but are not regulated as hazardous waste, under federal and state laws.

J. E-Waste shall mean those discards that include computers, monitors, televisions, audio equipment, printers, and other electronic devices.

K. Leaf Waste shall mean deciduous and coniferous seasonal deposition.
L. **Yard Waste** shall mean weeds, shrub trimmings, bundled tree prunings, and garden waste, not including grass clippings or leaves.

M. **Food Waste** shall mean post consumer food residuals, but does not include cardboard, paper towels, napkins, waste paper products, or food packaging.

4.02.08 **Option 1: Methods of Collection**

All recyclables, except food waste, e-waste, HHW, and leaf/yard waste, shall be removed from co-mingled containers, loaded in the truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape there from. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

E-waste and HHW shall be collected curbside in accordance with applicable State rules and regulations.

Leaf waste, yard waste and/or food waste shall be collected curbside in separate containers designed and designated for such material.

**Option 2: Methods of Collection**

All recyclables, except food waste, e-waste, HHW, and leaf/yard waste, shall be removed from source-separated containers curbside, loaded in a dual-compartment truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape there from. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

E-waste and HHW shall be collected curbside in accordance with applicable State rules and regulations.

Leaf waste, yard waste and/or food waste shall be collected curbside in separate containers designed and designated for such material.

**Option 3: Methods of Collection**

All recyclables, except food waste, e-waste, HHW, and leaf/yard waste, shall be removed from dual-stream containers curbside, loaded in a dual-compartment truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape there from. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

E-waste and HHW shall be collected curbside in accordance with applicable State rules and regulations.
Leaf waste, yard waste and/or food waste shall be collected curbside in separate containers designed and designated for such material.

4.02.09 **Option 1:** Time When Collections Shall Be Made
Collection of recyclable materials shall be performed once per week and shall take place on the same day as collection of refuse in each given area of the Township.

**Option 2:** Time When Collections Shall Be Made
Collection of recyclable materials shall be performed once per week and shall take place on the same day as collection of refuse in each given area of the Township. The materials accepted curbside weekly shall alternate between co-mingled containers (including plastics, glass, aluminum, etc.) and fibers (including newsprint, office paper, cardboard, chipboard, etc.).

**Option 3:** Time When Collections Shall Be Made
Collection of recyclable materials shall be performed bi-weekly and shall take place on the same day as collection of refuse in each given area of the Township.

**Option 4:** Time When Collections Shall Be Made
Collection of recyclable materials shall be performed monthly and shall take place on the same day as collection of refuse in each given area of the Township.

4.02.10 **Hours When Collection Shall Be Made**
All collections shall be made in accordance with Section 4.01.07, prevailing time, provided, however, that this time limitation shall not prevent the collection of material on an emergency basis during other hours when necessitated by natural catastrophe or other conditions beyond the control of the Contractor. The extension of the emergency hours shall at all times be subject to approval of the Township Manager.

4.02.11 **Special Services for Elderly or Handicapped**
Special service (back door pickup) will be provided for residents who need this type of service. Contractor shall be responsible for offering this service through their education program. A list of participants shall be remitted to the Township annually.

4.02.12 **Recyclable Containers**
[Insert Option for recycling containers, i.e. existing Township provided containers will be used, residents may utilize their own containers, haulers are to provide recyclables containers, etc.]

All recyclables to be collected must be placed at the designated location in time for collection by the Contractor. Collection shall be made along the street fronting said property. Recyclable-material receptacles shall be placed for collection at ground level on the property, not within the cart way of a street, and accessible to the side or curb of the street from which collection is made. Containers shall be returned to a location not within the cart way or street. Placement of containers for pick-up on private roads shall be the result of special arrangements between the resident and Contractor.
4.02.13 Handling of Containers

The Contractor shall take reasonable care in handling of recyclable containers and shall not willfully break, deface or damage the same. All containers broken or destroyed in improper or careless handling by the Contractor shall be replaced by the Contractor at his own expense.

4.02.14 Recyclable Materials To Be Property of Contractor

From the time of placement of recyclable materials at the curb or a similar area for collection, said materials shall be and become the property of the Township and the authorized Contractor. It shall be a violation of Township ordinances for any person(s) not authorized by the Township to collect or pick up, or cause to be collected or picked up, any such recyclable material.

4.02.15 Contractor to Have Telephone in House and/or Office

Contractor shall establish, maintain and list in the __________________ Telephone Directory a toll-free telephone number within his house, office or plant which persons in the Township may use to contact Contractor and such telephone shall be attended between the hours of 7:00 a.m. and 6:00 p.m., every day each week, except Saturday, Sunday and holidays established by the Township.

4.02.16 Observance of Laws and Ordinances

All municipal ordinances, laws of the Commonwealth of Pennsylvania and of the United States, and rules and regulations promulgated there under shall be observed by the Contractor.

4.02.17 Education

____________ Township has established a public information and education program concerning recycling program features and requirements in accordance with the law of the Commonwealth of Pennsylvania. [Township may specify education requirements of the hauler in this section, i.e. sticker notifications for residents on unacceptable materials, door tags, newsletters, website content, participation in certain Township events, frequency of education, etc.]

4.02.18 Responsibility of Contractor

The Contractor will be and is hereby responsible for any and all damages to property or person or persons or accidents which may occur to any person or persons in consequence of his act or the acts, of any agent or person in his employ. The Contractor agrees that the liability and Workers' Compensation Insurance shall be furnished protecting ____________ Township against loss or injury occasioned by the acts of his employees in accordance with the requirements entitled "Insurance Requirements". The Contractor shall and does hereby save ______________ Township harmless from any and all suits for damages that are or can be brought against the Township, its officials and employees in connection with the collection, transporting and processing of recyclable materials within the Township.

4.02.19 Recycling Vehicles
It shall be the Contractor's responsibility to maintain collection and processing vehicles in good condition, repaired and reasonably clean at all times. Trucks used for the collection of recyclables from residential units shall be of a size and type that can be operated on the streets and alleys of the Township without getting off the traveled portion of the roadway or doing damage to curbing, planted areas or private property. They shall be so constructed as to prevent leakage and shall be enclosed to the extent necessary to ensure no loss of material from the vehicles during collection or transport. The Contractor shall immediately clean up any spillage or loss of recyclables that may occur during collection and transport. The Contractor shall not leave unattended any truck wholly or partially loaded with recyclables on any private or public properties in the Township except in an emergency situation or except as approved by the Township Manager.

Any vehicle used in the collection and transport of recyclables from the Township shall be assigned a numerical identification that shall be displayed on each side of the vehicle of a size that can be read by a person two hundred (200) feet from the vehicle. Each vehicle shall also have, displayed on the sides, the Contractor's name and telephone number.

The Contractor shall provide the Township with a complete list of all collection vehicles to be used in the Township, specifying the make, model, license plate number, size, type of vehicle and the number assigned to the vehicle. The Contractor shall use no collection vehicle that is not properly listed with the Township. This list shall be updated and filed with the Township when a change in collection vehicles is made.

The Township shall have the right to inspect any collection vehicle at any time and any place it is being used within the Township. The Contractor shall make vehicles available for inspection whenever so requested by the Township at a time and place mutually agreed upon.

The Contractor shall be responsible to provide back-up or emergency vehicles meeting all of the above requirements so that, at no time, can the contract not be performed due to breakdown or lack of collection vehicles. Back-up or emergency vehicles shall be listed with the Township as specified above.

4.02.20 Loading of Material on Vehicles
Should the Contractor desire to load material on transfer vehicles or maintain a transfer station for loading same, such transfer station shall be located and operated so as not to cause a nuisance.

4.02.21 Investigation and Reporting of Complaints of Failure by Occupant
It will be the duty of the Township Manager to investigate all complaints made of failure by occupants of dwelling or dwelling units within the Township to comply with the provisions of the ordinances concerning recycling and to prosecute all offenders under such provisions.

4.02.22 Investigation and Handling of Complaints by Residents
All complaints by residents of the Township, made through the Township or directly to the Contractor regarding the services provided under the Contract, shall be responded to by the
Contractor. The Contractor shall submit a report to the Township each month, by the fifteenth day of the following month, listing all of the complaints received by the Contractor during the previous calendar month. This report shall be on forms provided by the Township and shall include, at a minimum, the following information:

A. Date of complaint  
B. Name, address, and telephone number of the complainant  
C. Description and nature of complaint  
D. Date of resolution of complaint  
E. Description of resolution of complaint

If the complaint has not been resolved, this should also be indicated.

The Township reserves the right to intercede in any unresolved complaint by a resident or property owner, to investigate said complaint and to act as an intermediary to bring the resident and the Contractor together to resolve the complaint.

4.02.23 Conditions under which Contract may be Canceled or Terminated by the Township Commissioners.  

If the work under this contract shall be abandoned by the contractor or if the contract shall be assigned or the work sublet by him other than as herein specified, or if at any time, the Commissioners of __________ Township shall be of the opinion and so certify in writing (which certificate shall be final, binding and conclusive on the Contractor) that the performance of the contract is being unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this contract or the specifications thereof or is executing the same in bad faith or not in accordance with the terms thereof, the Township Commissioners may cancel and terminate this contract by a written notice to be served upon the Contractor either personally or by leaving it at his residence or office, and the Township Commissioners shall thereupon have the power and are hereby authorized to procure in the manner prescribed by law such and so much of said work to be performed as may be necessary to fulfill this contract, and in such cases, shall have the power and is hereby authorized to charge to the Contractor the amount of loss suffered by the, and upon a reletting of the contract, if amount of monies received by the Township shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor shall and will pay to the Township the amount of such differences.

4.02.24 Authorizing Township to Perform Contract  

If the Contractor shall fail to perform any part of the work called for in this contract in accordance with the terms thereof and the Township Commissioners decide not to cancel and terminate this contract as provided hereinabove, the Township Manager shall have the power and is hereby authorized to perform or cause or procure to be performed such part of the work as the Contractor shall fail to perform at the expense of the Contractor and to deduct such expenses and collect the cost of same out of the bond filed by the Contractor in any legal proceedings or any loss by reason thereof or both, at the sole option of the Township Manager.
4.02.25 Modification of Contract

This contract and the specifications herein contained may be modified and changed from time to time only as may be agreed upon in writing in a manner not materially affecting the substance hereof, provided however that the consent of the Township Manager be first obtained. Ordinances will be adopted and/or amended by the Township Commissioners to conform to the contract or contracts awarded.

4.02.26 Municipal Recyclable Collection

The Contractor shall provide appropriately sized container(s), as determined by the Township, to collect, transport and process all municipal recyclables from the sites designated in Section 4.01.27, Table 5, at no charge to the Township. This shall include any other recreational areas developed in the future by the Township or any other Township-owned or maintained facility.

4.02.27 Option 1: Municipal Billing and Payment Procedure

The mode of contract requires the Township to collect the monthly rate per dwelling unit. The Township will bill the customers quarterly and in advance. In the second month of the quarter, the Township will pay to the Contractor one-third (1/3) of the refuse fees collected during the first month of the quarter, that amount retained being the amount applicable to the second and third months of the quarter. In the third month of the quarter, the Township will add the 2/3 retention from the previous month to the refuse fees collected during the second month and pay to the Contractor one-half (1/2) of the total, that amount retained being the amount applicable to the third month of the quarter. In the first month of the following quarter, the Township will pay to the Contractor the remaining balance of refuse fees collected during the previous three months. The Township will charge the Contractor a collection fee of six percent (6%) of the total amount collected, as set forth in Section 3.06 of the General Conditions. The six percent (6%) shall be deducted from each payment to the Contractor. However, if the Township receives, directly or through the Contractor, an excess of bona-fide complaints of substandard or lack of service within any given month of the calendar quarter, the collection fee shall increase to twelve percent (12%) of the total amount collected for that month. Excessive complaint schedule is contained in Section 3.06.

Option 2: Municipal Billing and Payment Procedure

The mode of contract requires the Contractor to collect the monthly rate per dwelling unit. The Contractor will bill the customers quarterly and in advance. The Township reserves the right to bill the Contractor a negligence fee of twelve percent (12%) of the total amount collected if the complaints received for substandard service are in excess of the numbers of complaints listed in Section 3.06 for any given month within the quarter.

4.02.28 Deductions to be Made for Vacant Dwelling or Dwelling Units

Deduction from the contract price for dwelling units paid to the Contractor shall be made and Contractor shall make no charge for vacant dwelling units where such vacancy shall have continued for a period of time as set forth in Township Ordinance and where notice thereof shall have been given by the owner of such dwelling unit to the Township.
4.02.29 Additions to the Contract Price

Additions to the contract price for dwelling units shall be made at the established bid price for new dwellings or dwelling units added in the Township after the effective date of this contract.
INSURANCE REQUIREMENTS

5.1 General

Policies shall be written with insurers rated at least “A” by Bests with a financial size category of at least “X”.

Under Items 5.3 and 5.4, __________ Township shall be named as an additional insured and be provided a 30-day notice of intent to cancel a policy or policies.

5.2 Workers’ Compensation, including occupational Disease and Employer's Liability Insurance.

A. Statutory - amounts and coverage as required by Workers' Compensation Laws of the Commonwealth of Pennsylvania.

B. Employer's Liability - at least $100,000 each accident.

5.3 Public Liability, including coverage for direct operations, sublet work, elevators, contractual liability and completed operations with limits not less than those stated below:

A. Bodily Injury and Property Damage Liability - including personal injuries, $1,000,000 each occurrence; $2,000,000 annual aggregate.

Regarding Personal Injury - written on a non-participating basis (with no participation by insured).

5.4 Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned and leased vehicles with limits not less than those stated below:

A. Bodily Injury Liability - $1,000,000 each person; $2,000,000 each accident.

B. Property Damage Liability - $1,000,000 each accident; $2,000,000 per occurrence

5.5 Umbrella Coverage - in the amount of $2,000,000
# CHECK LIST FOR SOLID WASTE COLLECTION CONTRACT

<table>
<thead>
<tr>
<th>Included</th>
<th>Not Included</th>
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<tbody>
<tr>
<td></td>
<td>Bid Bond or Certified Check in the amount equal to Ten percent (10%) of the annual bid amount (Sec. 2.04)</td>
</tr>
<tr>
<td></td>
<td>Completed Non-Collusion Affidavit (Sec. 2.14)</td>
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<tr>
<td></td>
<td>Notarized Financial Statement and Report (Sec. 3.01)</td>
</tr>
<tr>
<td></td>
<td>Plans and Specifications (Sec. 3.02)</td>
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<td>Sworn Statement (Sec. 3.02)</td>
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<tr>
<td></td>
<td>Written Approval of Plant or Disposal Area (Sec. 4.01.4)</td>
</tr>
<tr>
<td></td>
<td>Letter from a Recycling Center (Sec. 4.02.02)</td>
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<tr>
<td></td>
<td>Letter/Agreement from a Composting Facility (Sec. 4.01.37)</td>
</tr>
<tr>
<td></td>
<td>Completed Questionnaire (Page 41)</td>
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</tbody>
</table>

**Documents to be Provided by Successful Bidder after Award**

1. Written Agreement with Payment and Performance Bonds
2. Certificate of Insurance for all Insurance Coverage’s
NON-COLLUSION AFFIDAVIT

Contract/Bid No. _______________________

State of ____________________________
County of __________________________

I state that I am __________________ of __________________________

(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other noncompetitive bid.

5. __________________________

(Name of Firm)

its affiliates, subsidiaries, officers, director and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

-40-
I state that ____________________________ understands and acknowledges that the above representations are material and important, and will be relied on by _____________ Township in awarding that contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from ______________ Township of the true relating to the submission of bids for this contract.

__________________________________________
(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ___________ DAY
OF __________________________, 20__

__________________________________________
Notary Public

My Commission Expires
BID PROPOSAL

Proposal of _____________________________ (hereinafter called "Bidder"), organized and existing under the laws of the State of ________________________ doing business as _____________________________.

In compliance with your Invitation for Bids, Bidder hereby proposes:

Solid Waste Collection, Transportation and Disposal Services
and Recycling Collection, Transportation and Processing Services
From Dwelling Units and Small Businesses within the Township of ________________

Contract No___________

in strict accordance with the Contract-Documents, within the time and conditions set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to enter into a three (3) year contract as stipulated in the Contract Documents. Bid quotation must be made both in figures and words.

The bid proposal will have [six (6)] quotations for Solid Waste and Recyclables.

1. The first quotation will include a monthly rate per dwelling unit for the collection, transportation and disposal of Option 1, Option 2, Option 3, Option 4, or Option 5 (see Invitation to Bidders, insert appropriate Option) to the disposal facility(ies) mentioned in Section 4.01.04 and a collection frequency of Option 1 or Option 2 (see Section 4.01.06 – insert appropriate Option) for Regular Customers. MANDATORY

2. The second quotation will include a monthly rate per dwelling unit for the collection, transportation and disposal of recyclable materials using the method described in Section 4.02.05 with a collection frequency of Option 1, Option 2, Option 3 or Option 4 (see Section 4.02.06 – insert appropriate Option) for Regular Customers. MANDATORY

3. The third quotation will include a monthly, reduced rate per dwelling unit for the collection, transportation and disposal of Option 1, Option 2, Option 3, Option 4 or Option 5 (See Invitation to Bidders, insert appropriate Option) to the disposal facility(ies) mentioned in Section 4.01.04 and a collection frequency of Option 1 or Option 2 (see Section 4.01.06 – insert appropriate Option) for Reduced Rate Customers. A reduced rate will be given to residents who qualify for or participate in the Senior Citizen Property Tax Rebate Program. Determination of
eligible customers will be made by ______________ Township. For bid purposes the assumption will be that there are ____ residents who will qualify. There is absolutely no guarantee of the preciseness of this number. MANDATORY

4. The fourth quotation will include a monthly, reduced rate per dwelling unit for the collection, transportation and disposal of recyclable materials using the method described in Section 4.02.05 with a collection frequency of Option 1, Option 2, Option 3 or Option 4 (See Section 4.02.06 – insert appropriate Option) for Reduced Rate Customers. Eligible candidates will be determined in the same manner as the solid waste Quotation No. 3. MANDATORY

5. The fifth quotation will be for Option 1 or Option 2 (see Section 4.01.30) residential pickup of leaf waste, yard waste, and/or food waste and delivery to ______________ (Option 1, Option 2 or Option 3 – see Section 4.01.37 - insert appropriate Option) by use of the contractor's designated truck. MANDATORY OR OPTIONAL

6. The sixth quotation will be for residential pickup of Christmas trees during the month of January and delivery to ______________ (Option 1, Option 2 or Option 3 – see Section 4.01.37 - insert appropriate Option) by use of the contractor's designated truck. OPTIONAL

7. The seventh quotation will be for the collection of residential curbside HHW material (see definition of HHW, Section 4.02.04). If unable to provide curbside collection of HHW material, hauler shall provide a quotation for owning and operating a permanent drop-off for HHW material in accordance with State and Federal regulations. If unable to provide curbside collection and/or a permanent drop-off facility, please provide a quotation for a rate per dwelling unit that will be paid by the hauler to the Township to allow the Township to operate a HHW collection program. OPTIONAL

8. The eight quotation will be for the collection of residential curbside e-waste material (see definition of e-waste, Section 4.02.04). If unable to provide curbside collection of e-waste material, hauler shall provide a quotation for owning and operating a permanent drop-off for e-waste material in accordance with State and Federal regulations. If unable to provide curbside collection and/or a permanent drop-off facility, please provide a quotation for a rate per dwelling unit that will be paid by the hauler to the Township to allow the Township to operate an e-waste collection program. OPTIONAL

9. The ninth quotation will be for weekly collection of participating small business trash and recyclables (see definition of Small Business, Section 4.01.03). OPTIONAL

10. Bidders are invited to submit add-alternate bids for the collection, transportation and disposal of additional recyclable materials (beyond the required materials) on the form below, for the Township’s consideration. OPTIONAL
BID PRICES

Quotation No. 1

Monthly rate of ______________________________, ($_____________) Per dwelling unit for Regular Customers for collection and disposal of solid waste.

Quotation No. 2

Monthly rate ______________________________, ($_____________) Per dwelling unit for Regular Customers for collection and processing of recyclable materials.

TOTAL OF QUOTATION NOS. 1 and 2 $____________________________

Quotation No. 3

Monthly rate of ______________________________, ($_____________) Per dwelling unit for Reduced Rate Customers for collection and disposal of solid waste.

Quotation No. 4

Monthly rate of ______________________________, ($_____________) Per dwelling unit for Reduced Rate Customers for collection and processing of recyclable materials.

TOTAL OF QUOTATION NOS. 3 and 4 $____________________________

Quotation No. 5

Monthly rate of ______________________________, ($_____________) for weekly pick up of leaf waste, yard waste, and/or food waste and delivery to Composting Facility.

Quotation No. 6

Monthly rate of ______________________________, ($_____________) for residential collection of Christmas trees in the month of January (Option 1 or Option 2 – see Section 4.01.37 - insert appropriate Option) by use of the contractor’s designated truck.

Quotation No. 7

Monthly rate of ______________________________, ($_____________) for residential curbside collection or permanent drop-off collection (circle one) of HHW material (see definition of HHW, Section 04.02.04).
Monthly rate of ________________________________, ($________/dwelling unit) to be paid by hauler to Township for operation of a HHW collection program (see definition of HHW, Section 04.02.04).

**Quotation No. 8**

Monthly rate of ________________________________, ($________) for residential curbside collection or permanent drop-off collection (circle one) of e-waste material (see definition of e-waste, Section 04.02.04).

Monthly rate of ________________________________, ($________/dwelling unit) to be paid by hauler to Township for operation of an e-waste collection program (see definition of e-waste, Section 04.02.04).

**Quotation No. 9**

Monthly rate of ________________________________, ($________) for weekly pick up of participating small business trash and recyclables (see definition of Small Business, Section 04.01.03).

**Quotation No. 10 (Add-Alternate)**

Bidder may include collection, transportation and disposal of additional recyclable items (to be delivered to the _________________________ Transfer Station/MRF/Composting Facility).

(4.02.02)

<table>
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<tr>
<th>Recyclable Item</th>
<th>Monthly Cost Per Dwelling Unit-Increase (or Decrease)</th>
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</tr>
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</table>
EXCEPTION(S) TO CONTRACT DOCUMENT

As defined in the General Conditions, the bidder shall clearly define any exception(s) to the Contract Document. All exceptions shall be fully stated herein below:

**Exception To:**

<table>
<thead>
<tr>
<th>Contract Document Item No.</th>
<th>Explanation of Exception</th>
</tr>
</thead>
</table>

Unless otherwise noted above, the bidder hereby certifies that the Proposal as submitted fully complies with the Contract Documents.

Submitted By: ____________________________  ____________________________
Signed Representing

________________________
Printed

Title ____________________________  Date ____________________________
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, __________

as Principal, and ______________

as Surety, are hereby held and firmly bound unto the Township of ____________,

__________________________, __________ County, Pennsylvania,

in the sum of ______________________ ($___________________) for the payment of

which, well and truly to be made, we hereby jointly and severally bind successors, assigns and

ourselves.

Signed, this ______________ day of ______________, 201__.

The condition of the above obligation is such that whereas the Principal has submitted to the

Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in

writing, to deliver:

Solid Waste Collection, Transportation and Disposal Service

and Recycling Collection, Transportation and Processing Services

From Dwelling Units and Small Businesses within the

Township of ______________

Contract No. ______

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate,

(b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the

Form of Contract attached hereto (properly completed in accordance with said bid) and shall

furnish a bond for its faithful performance of said contract, and for the payment of all persons

performing labor or furnishing materials in connection therewith, and shall in all other respects

perform the agreement created by the acceptance of said bid, then this obligation shall be void.

Otherwise the same shall remain in force and effect, it being expressly understood and agreed that

the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal

amount of this obligation as herein stated.
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal________________________ (L.S.)

______________________________ (Seal)

Surety____________________________

By______________________________ (Seal)

IMPORTANT - Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.
QUESTIONNAIRE

(IMPORTANT - Each bidder must truthfully and fully complete this questionnaire. Attach supplemental page(s) if necessary.

1. Methods to be used in disposing of the material, including a detailed description of manpower to be dedicated to _________ Township (attach additional sheet, if necessary).

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

2. Precise location of disposal facility, processing facility, and/or composting facility (must conform to the ________________ County Solid Waste Management Plan):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Approximate acreage: __________________________________________

Improvements thereon: __________________________________________
________________________________________________________________________
________________________________________________________________________

Owned or leased: __________________________________________

If leased, give name and address of lesser and terms of lease:

________________________________________________________________________

3. Methods, apparatus and equipment to be used for the elimination and control of nuisances which may arise during the process of collection, treating and disposal of material: (set forth in detail)

________________________________________________________________________

________________________________________________________________________
4. Number and Description of Vehicles:

<table>
<thead>
<tr>
<th>Make and Year</th>
<th>Type of</th>
<th>Body</th>
<th>Capacity</th>
<th>Present</th>
<th>Condition</th>
<th>Present</th>
<th>Location</th>
</tr>
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<tr>
<td>Model No.</td>
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5. Experience in the collection and disposal of refuse. How many years have you engaged in the business of collection and disposal of these materials? ________

What municipal contracts similar to this have you had within the last ten (10) years?

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Have you ever defaulted in any of the aforementioned contracts? ________

If so, give details. __________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

6. Have there been any judgments or are there any unsatisfied judgments entered against you within the past five (5) years? ____________

If so, give details. __________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

-50-
7. Give name and address of Surety Company which has agreed to act as surety on your bond should the contract be awarded to you.


8. List below the names and addresses of Surety Companies which have heretofore bonded you on municipal contracts.


9. Give address and telephone number of local office. If none now exists, indicate proposed location and name of staff personnel in charge. Also, list office hours and personal phone number of bidder.


10. Attach hereto a full and complete statement under notarized oath of financial operating statement for prior year's operation, per Section 3.01 of General Conditions.

The bidder hereby certifies that the answers to this questionnaire are true and correct and further agrees that said answers shall be considered as an integral part of this proposal.

Date Company

By ________________________________
(Printed Name)

______________________________, being duly sworn according to law, deposes and
Title
says that the facts and answers in the foregoing questionnaire are true and correct to the best of his/her knowledge, information and belief.

____________________________________
(Signature)

Sworn to and subscribed before me
this __________ day of __________ 201_.

____________________________________
Notary Public
NOTICE OF AWARD

TO: 

__________________________________________________________

PROJECT DESCRIPTION: Solid Waste Collection, Transportation and Disposal Services AND Recycling Collection, Transportation and Processing Services from Dwelling Units within the Township of ____________.

Contract No. ______________

___________ Township has considered the Bid submitted by you for the above-described project in response to its Invitation to Bidders dated ______________________ and the related Contract Documents.

You are hereby notified that your Bid has been accepted as shown in your Bid Proposal.

You are required by the Instructions to Bidders and/or the General Conditions to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds within ten days from the date of this Notice, ____________ Township will be entitled to such other rights as may be granted by law, including but not limited to retention of bid deposit or forfeiture of bid bond sum.

You are required to return an acknowledged copy of this Notice of Award to ______________ Township, ______________, ____________, PA _____.

Dated this ________________ day of ________________________________, 201__.

FOR ___________________ TOWNSHIP  By:________________________________________

-53-
ACCEPTANCE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged this _____________ day of ________________, ___________.

________________________________________

By: ________________________________

Title: ________________________________

NOTE: Failure to return an acknowledgment of this Notice of Award does not relieve the Contractor of the conditions imposed by the Instructions to Bidders and/or General Conditions.
AGREEMENT

THIS AGREEMENT, made this ______________day of _________________________ 20__,

By and between the TOWNSHIP OF __________________, __________ County, Pennsylvania, hereinafter called "OWNER" and ________________________________, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor hereby promises and agrees to collect, transport and dispose of all solid waste and collect, transport and process recyclable materials from dwelling units within the corporate limits of ________________ Township as at present existing to the satisfaction and acceptance of the Township Commissioners for the term of three (3) years, beginning ______________ and ending ______________, pursuant to and in strict and full compliance with the Contract Documents, Contract No. ____________.

2. Terms used in the Agreement which are defined in the General Conditions, if included in the Contract Documents, shall have the meanings indicated in the General Conditions.

3. The term "Contract Documents" means and includes the following, but shall not be limited to:

   A. Invitation to Bidders
   B. Instructions to Bidders
   C. General Conditions
   D. Specifications
   E. Insurance Requirements
   F. Checklist for Solid Waste Collection Contract
   G. Non-Collusion Affidavit
   H. Bid Proposal
   I. Exception(s) to Contract Documents
   J. Bid Bond
   K. Questionnaire
   L. Notice of Award
   M. Agreement
   N. Performance Bond
   O. Payment Bond
   P. Notice to Proceed
4. The Contractor agrees to complete the project as described in the Contract Documents as shown on the Bid Proposal, for the monthly rate of $__________________________

5. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents, and specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the owner.

6. The Contract Documents constitute the entire Agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

FOR THE OWNERS:  CONTRACTOR:

TOWNSHIP OF ______________________

By: ____________________________

______________________________
(Vice) President

______________________________
Address

______________________________
Telephone

__________________________________________________________
(Printed)  (Printed)

By: ____________________________

______________________________
(Vice) President

______________________________
Address

______________________________
Telephone
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of Contractor

Address:

a ________________________________, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety

Address

hereinafter called Surety, are held and firmly bound unto:

Name of Owner: TOWNSHIP OF __________, County, Pennsylvania

Address

hereinafter called Owner, in the penal sum of:

________________________________________________________ dollars

($________________________) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is. such that whereas the Principal entered into a certain contract with the Owner, dated the __________________________ day of ________________, 20__, a copy of which is hereto attached and made a part hereof, for:

________________________________________________________

________________________________________________________
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the owner may incur in making - good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \__________\ day of \__________\, 201_.

Principal

By

Title

Address

Attest: (SEAL)

Witness:

Witness:

Attorney-in-fact:

By

Address

Attest: (SEAL)

Witness:

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.
IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of Contractor

Address:

a __________________________________________, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety

Address

hereinafter called Surety, are held and firmly bound unto:

Name of Owner: TOWNSHIP OF , County, Pennsylvania

Address

hereinafter called Owner, in the penal sum of:

Dollars ($__________)

(§________________________) in lawful money of the United States, for the payment
of which sum well and truly to be made, we bind successors, assigns, and ourselves jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a
certain contract with the Owner, dated the ___________ day of ______________________, 201_, a copy of which is hereto attached
and made a part hereof, for:

__________________________________________

__________________________________________
NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on or rentals of machinery, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____________________________ day of ____________________________, 201_.

Principal ______________________

By ____________________________

Title __________________________

Address _________________________ Attest: ____________________________

_________________________________ Witness: __________________________

_________________________________

Attorney-in-fact: __________________

By ____________________________

Address _________________________ Attest: ____________________________

_________________________________ Witness: __________________________

_________________________________
NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.
NOTICE TO PROCEED

TO: ___________________________ DATE: ___________________________

_________________________ PROJECT: Solid Waste Collection, Transportation and Disposal Services AND Recycling Collection, Transportation and Processing Services from Dwelling Units and Small Businesses within the Township of ________________

Contract No. ________________

You are hereby notified to proceed in accordance with the Agreement dated __________

___________________________________________, 201_

FOR THE OWNERS:

________________________ TOWNSHIP

By: ____________________________

Printed ____________________________

Title ____________________________

You are required to return an acknowledgment of this Notice to Proceed to _________ Township, ________________, ____________, Pennsylvania ____________.
ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____________
_____________________________ this ___________ day of ________________, 201_.

By __________________________

Printed _______________________

Title __________________________

NOTE: Failure to return acknowledgment of the Notice to Proceed does not relieve the
Contractor of conditions imposed by the Agreement.
Model Recycling Ordinance Guidelines

This solid waste management plan recommends passage of similar guidelines or rules and regulations intended to address issues that, by their nature change from time to time. These guidelines, then, can be amended through the municipal resolution process without changing the ordinances themselves.

Mandated and Voluntary Recycling

The County Solid Waste Management Plan recommends that suburban communities, as well as rural municipalities, consider passage of a voluntary curbside collection program that requires the haulers to recycle if residents or non-residential establishments choose to recycle.

Your Options

These guidelines, as they are written, provide regulatory guidance for a municipality that is mandating curbside and commercial recycling and yard waste collection. If a municipality is establishing a program with voluntary curbside and/or commercial collection, the guidelines will be altered slightly to reflect that.

- Change this section to describe recycling preparation for those that choose to recycle, rather than requiring everyone to recycle as the case may be in a mandatory community. (Section 1.0)

- Preparation of recyclables is still important and the guidelines should provide direction to those that wish to recycle. It is recommended that the County and/or municipality reach out to local processing facilities and end users to verify the types of materials that have markets and shall be included in the materials to be recycled by residents and businesses.

- The rules for haulers and recyclers will not change in a voluntary municipality. They will still be required to recycle all the materials separated for recycling by residents, businesses or institutions. (Section 3.0)
• Voluntary municipalities will not need requirements for multifamily and non-residential entities to provide education and receptacles, so this section may be changed or eliminated to reflect this. (Section 3.0)

• Similarly, voluntary municipalities will not necessarily need requirements for integrated waste management and this may be omitted. (Section 4.0.3.)

• Guidelines or Rules and Regulations that may be changed from time to time by resolution, allowing the municipality the flexibility to update details related to recycling or waste management. This needs to be specifically noted in the ordinance.

The language provided in these model guidelines describes the ideal provisions for recycling and waste management practices, but a municipality may decide that some slight variation is preferable for their particular situation.

Sections or words that should be modified for municipality are shown in colored italics.
RESOLUTION NO. _____

ESTABLISHING RECYCLING GUIDELINES FOR

_____________________________________________

WHEREAS, the Municipality adopted certain Recycling Guidelines pursuant to ______________________ of the Municipality Code of Ordinances; and

WHEREAS, numerous amendments have been made to said Recycling Guidelines since the time of their adoption; and

WHEREAS, for purposes of clarity the Municipality desires to restate said Recycling Guidelines as amended into one document; and

WHEREAS, the Municipality also desires to establish said Recycling Guidelines, as restated, to update them with regard to certain changes in state law and Municipality ordinances, all as hereinafter set forth.

NOW THEREFORE, be it resolved and the same is hereby resolved, by the Governing Body of the Municipality that the Recycling Guidelines attached hereto as Exhibit "A", which Exhibit "A" are hereby adopted in its entirety the Municipality Resolution ______________________ thereto.

DULOY adopted by the Governing Body of the Municipality this ______day of ______________________________________, 201_.

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3. Businesses, Institutions, and Multi-family Requirements
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   B. Delivery of recyclables/Material specifications
   C. Reporting of alternative marketing
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Municipal Recycling Guidelines

1.0 Intent. The following represent guidelines, adopted pursuant to the Collection and Recycling of Waste Ordinance (hereinafter "Part 2A") of the Municipality and shall regulate the manner in which said Ordinance is to be effectuated. Any and all words and phrases used in these guidelines shall have the same meaning ascribed to them in the Ordinance if so defined in said Ordinance. All other terms shall have the meaning ascribed to them under the Municipal Waste Planning, Recycling and Waste Reduction Act, and if not so defined in said Act, the meaning ascribed to them in every day usage.

2.0 Responsibilities of Persons, Organizations, Businesses and Institutions Required to Recycle.

1. Persons owning, occupying and/or responsible for any residential or multifamily establishment, business, institution, public place or community event shall perform the following duties:

A. Separate from municipal waste (trash) the following materials for recycling:

(1) Aluminum cans and foil pans. Other scrap aluminum is excluded from curbside recycling collection.

(2) Clear and colored (brown and green) glass bottles and jars. Excluded is plate glass, window glass, drinking glasses, mirror glass, automotive glass, blue glass, leaded glass, pyrex, porcelain and ceramic products, light bulbs, caps and lids.

(3) Bimetallic, steel cans, metal paint cans and empty aerosol cans. Other scrap metal is excluded from curbside recycling collection.

(4) Newspaper (including inserts), telephone books, magazines, catalogs, bulk mail, envelopes, letters, office paper and similar printed marketable paper. Whenever such paper, with the exception of newspaper and telephone books, is placed for recycling together, the same shall hereinafter be referred to as
(1) “mixed”. Excluded are paper towels or tissues and laminated or other plastic coated paper.

(5) Plastic bottles and jugs. Excluded are wide mouth containers, tubs, cups, trays, pots and other non-bottle plastics.

(6) Leaf waste.

(7) Yard waste.

(8) Food waste.

(9) Corrugated cardboard and paperboard or pressboard.

(10) Televisions, computers and computer peripherals as described in the Covered Device Recycling Act (PA Act 108 of 2010).

(11) Household hazardous waste material (HHW).

(12) Metal appliances, including those that contain Chlorofluorocarbon refrigerants including but not limited to refrigerators, freezers, air conditioners and dehumidifiers

B. Prepare recyclables for collection as follows:

(1) Thoroughly rinse all bottles and containers, and re-attach all similar material caps and lids. Place all bottles and containers, including the empty oil bottles and containers, in a designated recycling container.

(2) Place all newspaper (including inserts), magazines, catalogs and telephone books in kraft bags (brown paper grocery bags), or recycling container designated for paper collection.

(3) Separate magazines, catalogs and other mixed paper (except newspaper and telephone books as described in Section 2.0.1.B.2) and place the same in a paper bag or covered recycling container designated for paper collection.

(4) Leaf waste, yard waste and food waste shall be separated from general refuse for disposal by one and/or all of the following methods: placed in a paper leaf bags for collection by Municipality collection crews or designated haulers; ensuring, however, that said...
leaves are not placed on any such public street and said leaves do not cause a sight distance problem for vehicular traffic; or residents may transport the bagged leaf waste to disposal areas designated by the Municipality. Place in a designated container for food waste, ensuring the lid is securely shut when placing by the curb. Yard waste must be securely tied into bundles of not more than five feet in length, 18 inches in diameter and weighing no more than 75 pounds. Date of collection in neighborhoods will be announced through schedules published in a locally circulated newspaper or Municipality Web Site.

(5) Corrugated cardboard and paperboard shall be separated and bundled, placed in an appropriate waterproof container or contained within another cardboard box.

(6) Electronics, HHW and metal appliances shall be prepared for collection so as to assure that hazardous or regulated constituents are not released into the air, onto the ground or into the waterways of the Commonwealth.

(a) Cathode ray tube devices shall not be broken and shall be kept out of the weather until the day of special bulky collection.

(b) Chlorofluorocarbon refrigerant materials shall not be removed except by a licensed remover in accordance with Section 608 of the United States Clean Air Act of 1990.

2. Residential dwelling occupants shall place recyclables for collection at the location designated by agreement between the resident and the resident’s contracted hauler. The recyclables shall be collected not less than once a week in accordance with Section 3.0.2.A of this subpart.

3. Owners, managers and/or occupants (including, but not limited to, lessees and sub lessees) of businesses, institutions, multi-family rental housing property with four (4) or more units or managers and/or organizers of community events or public areas shall facilitate the separation or separate from municipal waste
(trash) for recycling materials in accordance with Section 2.0.1.A, Section 2.0.1.B and the following requirements:

A. Provide containers/receptacles, as specified in Section 4.0 of these Guidelines, in which occupants of said businesses, institutions, events, public space or rental units shall be able to place prepared recyclables. Said containers/receptacles shall be placed in a location convenient and agreed upon by both the owner/occupants and the hauler servicing said business, institution, event, or rental property.

1. All floors of multi-story buildings shall have recycling receptacles or provisions for staff or residents’ use.

2. Recycling shall not be able to accumulate to a point or in a manner that constitutes a threat to public health or safety or becomes a deterrent to recycling. This shall include but not be limited to overflowing containers.

3. All businesses, institutions, community events, public areas and multi-family buildings shall be required to meet the following receptacle standards.
   a. Separate receptacles for commingled containers and recyclable paper unless the contracted hauler provides single-stream recycling service.
   b. Clearly marked as recycling containers
   c. Different in appearance or color to waste containers
   d. Placed next to waste receptacles
   e. Covered with lids or covers with specialized openings making it clear that the container is for recycling

4. Recycling receptacles and arrangements in the following establishments shall meet these minimal requirements:
   a. Multi-family buildings shall be equipped with receptacles with a total minimum holding capacity of 32 gallons per unit based on weekly collection.
(b) Commercial/institutional buildings and community events shall be equipped with receptacles at every workstation and eating area or next to every waste receptacle.

(c) The recycling containers/receptacles serviced by a hauler at regular intervals which shall not be less than once a week, all in accordance with Section 3.0.2.B of this subpart to prevent recyclables from overflowing and causing an unsightly nuisance.

(d) Ensure that the recyclables are not contaminated with refuse and/or garbage.

(5) The Municipality or its authorized agents may establish more detailed standards and procedures for said preparation to assure optimal compliance. Said detailed standards shall be presented to the owner or manager in writing or electronically and shall require that the provisions be in place within a designated time period.

B. An owner, manager, authorized representative of a multifamily housing property, or hauler shall provide written instructions explaining the specific recycling arrangements and requirements within the multifamily building to all occupants:

(1) Upon move in

(2) Within a month of being notified by the Municipality, its authorized agent, or hauler of changes to the guidelines

(3) Otherwise at least twice per year

4. Persons owning, operating and/or occupying commercial, municipal and/or institutional establishments within the Municipality shall be exempt from the duties of Section 2.0 of these guidelines, if said persons have otherwise provided for the recycling of materials they are required by these Guidelines to recycle. To be eligible for an exemption under these Guidelines, a commercial or institutional solid waste generator must annually provide written documentation, on forms provided by the Municipality, to the Municipality on
February 15 of each year regarding the total number of tons recycled pursuant to said exemption.

5. The requirement to separate said recyclable materials from each other as described in Section 3.0.B.2 (such as commingled bottles and cans being separated from mixed recyclable paper) may be waived only if the recycling facility processing and marketing these materials document their contamination rate is less than five percent. Approved facilities shall permit the Municipality or its authorized agents to inspect and evaluate their operations to confirm that the contamination rate is less than five percent by weight. These inspections may include review of sales records, recyclable material audits, material analysis and/or contamination evaluation.

3.0 Responsibilities of Haulers

1. General Hauler Responsibilities.

   A. [Reserved]

   B. Except as otherwise provided in these Guidelines, any person desiring to collect municipal waste within the Municipality shall also collect recyclables in the manner as herein set forth.

   C. Any person desiring to collect municipal waste but not desiring to collect recyclables within the Municipality shall present an executed contract, satisfactory to the Municipality, evidencing an agreement between said person and a hauler setting forth at a minimum, the following:

      (1) The names of the parties.

      (2) The term of the agreement (which said term shall not be less than 1 year).

      (3) A provision requiring the hauler who will be collecting the recyclables to collect recyclables from all customers of the person desiring not to collect said recyclables.

      (4) A provision requiring the collection of the recyclables from residential establishments as per these Guidelines and at least once
a week for the servicing of commercial, municipal and institutional establishments.

(5) A provision requiring the hauler of recyclables to abide by the recycling ordinances and the guidelines promulgated there under.

(6) [Reserved]

D. [Reserved].

2. Time of Collection of Recyclables.

A. Recyclables shall be collected from residential establishments on _______________ (day of week) and beginning on _______________, 201__ and every week thereafter.

B. Recyclables shall be collected from multi-family rental housing property with four (4) or more units, commercial, municipal and institutional establishments and from community activities at a frequency mutually agreed upon between the establishment and/or sponsor and the hauler but in all events shall not be less than once every other week, and at such intervals which prevents recyclables from overflowing and causing an unsightly nuisance.

3. Manner of Collection and Delivery of Recyclables.

A. Manner of Collection.

(1) If recyclables are collected in the same vehicle as, and simultaneously with municipal waste (trash), the recyclables shall be kept completely separate by a solid barrier, approved by the Municipality, of sufficient strength, size and composition to ensure that the recyclables are not contaminated whatsoever.

(2) If recyclables are collected in the same vehicle used for collection of municipal waste (trash), but not collected simultaneously therewith, the said vehicle shall be thoroughly cleansed of all such waste, in accordance with Federal State and local law, prior to collection of recyclables to prevent any contamination whatsoever.
(3) Haulers shall ensure that all recyclable paper, (including newspaper, inserts, magazines, catalogs, mixed paper and telephone books), collected by said hauler, shall be kept separate from not only municipal waste (trash), but also from other recyclables, in and/or on all collection vehicles.

(4) Recyclables collected by a hauler from residential establishments and multi-family rental housing property with four (4) or more units and recyclables collected from commercial, municipal and/or institutional establishments shall be separated and prepared by the hauler in accordance with _________________________________ (applicable section of Ordinance) Section 3.0.3.B, hereof.

(5) The Municipality or its authorized agents may establish more detailed standards and procedures for said collection to assure optimal compliance and for the health safety and welfare of the workers and general public. This may include inspection of collection vehicles and approval of recycling provisions for recycling vehicles. If found deficient, said detailed standards shall be presented to the owner or manager in writing or electronically and shall require that the provisions be in place within a designated time period. Failure to meet the vehicle standards established by the Municipality or its authorized agent shall constitute illegal collection of recyclable material.

B. Delivery of Recyclables.

(1) Recyclables shall be collected and separated and be delivered pursuant to Section 3.0.3.A hereof, by all haulers to the approved recycling centers responsible for the processing and marketing of such materials, which said center shall be designated by the Municipality from time to time pursuant to the ________________ (applicable section of Ordinance), unless the hauler can demonstrate, to the satisfaction of
the *Municipality*, that all recyclables are being fully recovered through other means.

(2) All haulers shall deliver all recyclables to approved recycling processing centers in accordance with the following specification:

(a) Corrugated Paper. Must be clean, dry, non-waxed corrugated paper ("cardboard") and paperboard boxes and packages.

(b) Glass. All glass must be separated by color (clear, green and brown) unless the material is being taken to an approved single-stream or dual stream commingled facility. Only container glass will be accepted. Caps and lids must be removed. Glass should not be crushed. No ceramics, china, drinking glasses, plate glass, light bulbs or Pyrexware shall be included.

(c) Office Paper. Both blank and printed white ledger, and colored paper (as long as it is not brightly colored), envelopes, magazine, catalog and computer printout paper may be mixed together. No brightly colored paper, paper clips, laminated paper or other plastic or plastic coated papers shall be included. All paper must be clean and dry and free of excessive contamination.

(d) Metal Cans. Steel, aluminum and bimetal food and beverage cans may be mixed together. Empty steel paint cans shall also be accepted. All empty aerosol cans shall be accepted. All material should be free of food residue and liquid paint.

(e) Plastic Bottles. Only plastic bottles shall be delivered. Containers must be free of residue. No wide-mouth tub containers (margarine, yogurt, etc.) shall be delivered to any center for processing.
(f) Newspaper and telephone books - Must be free of wet or excessively soiled paper or broken glass. Newspaper and telephone books shall be separated and placed for collection in separate paper bags or recycling bins.

(g) Televisions, computers and computer peripherals as described in the Covered Device Recycling Act (PA Act 108 of 2010) shall be delivered to properly permitted facilities. Televisions and monitors shall be delivered unbroken so as to minimize release of toxic constituents.

(h) Household hazardous waste material to be delivered in a manner compliant with State and Federal Regulations, so as to minimize risk of both transporter and receiver.

(i) Metal appliances, including those that contain Chlorofluorocarbon refrigerants including but not limited to refrigerators, freezers, air conditioners and dehumidifiers shall be delivered to facilities designated by the Municipality or those that provide for the recovery of the Chlorofluorocarbon refrigerants.

C. If any and/or all recyclables are being fully recovered by other means, it shall be the responsibility of the hauler to report the amount of each recyclable so recovered to the Municipality, quarterly, by the 10th calendar day following the end of each quarter ending on March 30, June 30, September 30 and December 31 of each year.

D. In the event that any hauler has a contract or agreement to deliver some, but less than all, recyclables to a non-designated site for recovery, then the procedures set forth in the applicable section of Ordinance, shall be followed.

E. Haulers must deliver each load of recyclables collected in the Municipality to one (1) permitted processing center as the same is delineated in the
F. Haulers must report, to the recycling processing center at which said recyclables are delivered, the quantity and/or volume of each load of recyclables collected in the Municipality and delivered to the said recycling processing center.

G. Continuing with the prior requirements as established in _______ (year), and for each year hereafter, haulers shall submit to the Municipality, a current list of the addresses of the applicant's customers who are located and/or reside in the Municipality from which municipal waste and/or recyclables are collected.

H. Haulers may receive recycling containers from the Municipality and distribute the same to each of the residential establishments and each unit of a multi-family rental housing property with less than four (4) units as noted on said person's customer list submitted pursuant to subsection (G) above. Distribution of the said containers shall be accomplished within fourteen (14) days of receipt of said containers from the Municipality.

4. Hauler Requirements.

A. [Reserved]

B. All haulers, during the month of December of each and every year, shall distribute to every owner and/or occupier of any residential establishment and/or multifamily rental housing property with more than four units, a written customer specification or service summary that lists, with regard to said hauler:

(1) Day of municipal waste collection.

(2) Day and week of recyclable collection.

(3) Arrangements for special collection of bulky waste, electronics, HHW, corrugated cardboard, yard waste, leaf waste, food waste, and/or construction and/or demolition waste.
(4) Rates and billing arrangements for all services offered to the specific individual who is receiving said customer specification and/or service summary.

C. All haulers shall offer a low volume generator rate in addition to standard subscription rates for owners and/or occupiers of residential establishments. All levels of service will include unlimited collection of recyclables generated at residential establishments and/or each unit of a multifamily rental housing property with more than four (4) units at least once every other week and weekly collection of municipal waste as detailed in the hauler’s customer specifications and/or service summary.

D. Facilities for storage, maintenance and parking of any motor vehicles and/or trucks, equipment or any and all materials collected and/or owned by a hauler shall comply with all applicable zoning ordinance requirements and any other applicable local, State and Federal laws, rules and/or regulations.

E. At least one (1) individual employed by a hauler to collect municipal waste and/or recyclables must participate in training sessions and/or meetings specified and/or sponsored by the County and/or the Municipality, the time of which shall not exceed six (6) hours in length per year. Written notice of said training sessions and/or meetings shall be given to the hauler by the entity specifying and/or sponsoring the same.

F. All haulers shall complete and submit all forms and surveys required by the Municipality and/or the County by deadlines established and noted on the form or survey.

G. All haulers shall have office staff and/or telephone answering service available for accepting calls and/or complaints expressed in person or by telephonic means from any residential, commercial, municipal and/or institutional establishment for which the hauler is providing hauling
services from 8:30 a.m. until 4:00 p.m., Monday through Friday, except for holidays on which residential collection is prohibited.

4.0 Miscellaneous.

1. Designated Recycling Containers.
   A. All recycling containers shall be approved by the Municipality and residential containers shall be available in the business office of the Municipality, which said office shall supply the said container at the price for which the Municipality paid for the same.
   B. Recycling containers/receptacles for storing recyclables at multi-family rental housing property with four (4) or more units, commercial, municipal or institutional establishments and for community activities shall be of an appropriate size to accommodate a quantity of material which will be accumulated over a predetermined, mutually agreed upon time period, and shall be provided by either the owner/sponsor of the establishment/activity or the hauler. The recycling container/receptacle must be clearly marked as a recycling container/receptacle.

2. Accommodations for the Disabled.
   A. When the provisions of this Part require that recyclables be placed for collection at a location designated by agreement between the resident and the hauler and the hauler has been notified by the resident that said resident has a disability pursuant to the definition of the same under the Americans with Disabilities Act of 1990, which said disability prevents the resident from placing recyclables at the curbside for collection, then the hauler shall make reasonable accommodations with the said resident to collect the resident’s recyclables at a place more accommodating to said resident.
   B. If a person who is disabled pursuant to the immediately preceding subsection, requests said person’s hauler to make reasonable accommodations as to a more accommodating place for placement and
collection of municipal waste, refuse and/or recyclables and said hauler refuses and/or the person believes the accommodations made are not reasonable, said person or said person's agent (hereinafter "complainant") shall notify the Manager of the Municipality within 30 days of said accommodations, if believed to be unreasonable by the complainant, or within 30 days of a request by the complainant for reasonable accommodations if none have been made by the complainant's hauler. The Manager of the Municipality or the Manager's duly authorized agent shall, within 15 days of said notice by the complainant, investigate the complaint and if found to be valid shall, within 30 days of said complaint, notify the complainant's hauler, in writing, by certified mail, return receipt requested, of the deficiency, with a photocopy of said notice to the complainant and indicate the corrective action to be taken within 10 days of receipt of said notice. Failure of said hauler to comply with the directives of the notice shall constitute a violation of this Part and may subject said hauler to penalties.

3. Integrated Waste Management Required
   A. Waste and recycling services shall be offered as an integrated and comprehensive service. Haulers must offer waste and recycling services as a bundled package that includes collection services for Municipal Solid Waste and all recyclables (except yard waste) as required by these Guidelines.
   B. As part of this integrated system, the hauler is additionally responsible for provision of dumpsters, carts, bins or other containers in which waste or recyclables shall be deposited for collection in all commercial, institutional, industrial and multi-family establishments. Said containers shall:
      (1) Be clearly labeled as recycling or waste containers;
      (2) Have operable and secure lids; and
(3) Be water-tight so as to prevent the leakage of liquids or allow easy access for rodents or other vectors.

C. An exemption to the requirements contained in this Section 4.0.A shall be requested in writing or electronically via e-mail or web-based communication to the Municipality or its authorized agent. An exemption shall be granted only if all recycling requirements described in these guidelines are met, as determined in the sole and absolute discretion of the Municipality.

D. Nothing in this part shall preclude the Municipality or its authorized agent from providing recycling services on behalf of the contracted hauler.

4. Variances.

A. Suspension of Processing Recyclables. The County shall be authorized to suspend the processing of certain recyclables for reasons deemed appropriate by the said recycling coordinator including, but not limited to, market conditions and every said suspension shall be based upon reliable and documented data showing the necessity of the same. Said recycling coordinator shall endeavor to notify, in writing, all recycling processing centers of the recyclables subject to the suspension and/or of the termination of any such suspension of processing. All suspensions of recyclables shall be terminated upon notification of the recycling coordinator to the Municipality. In no event shall the number of designated recyclables to be collected fall below the minimum number of recyclables required to be collected as set forth in Act 101, as amended.

B. County Approval. The County is hereby authorized to permit, approve, ratify and/or deny any request for suspension of the processing of recyclables. The County shall review all suspensions of recyclables at every regular meeting to determine whether to terminate the said suspension and thereby reinstate the processing of the recyclables which had been subject of the suspension. Nothing herein contained in this
Section shall permit the haulers to reject any recyclables placed for collection which include the suspended recyclable items and said hauler shall continue to collect all recyclables so designated by these Guidelines.

5. **Enforcement.** The County Board of Commissioners, *Municipality* Code Enforcement Department and the *Municipality* Police Department are hereby authorized to enforce the provisions of these Recycling Guidelines, and any and all Solid Waste and/or Recycling Ordinances, all as may be amended from time to time, enacted by the *Municipality* of _________________. 
Model Solid Waste and Recycling Ordinance
For Drop-Off Recycling Communities
Model Solid Waste Ordinance for Drop-off Recycling Communities

This solid waste management plan recommends consideration of a similar ordinance, addressing, at a minimum, the following issues. The section in the model ordinance is noted.

Issues that should be addressed

- Standards for waste collection trucks (§102.2.)
- Standards for waste and recycling containers (§102.3.)
- Prohibition of the burning of recyclable materials (§103.3.)
- Regulations to assure that waste is properly handled by the generator (§104.1.) This section assures that waste and/or recycling is:
  - Properly contained
  - Collected regularly (including special and bulky wastes/recyclables)
  - Not permitted to accumulate for extended periods. This is also addressed in (§105.2.)
- Waste service is required for all residential, commercial and institutional entities (§104.3.)
- Guidelines or Rules and Regulations that may be changed from time to time by resolution, allowing the municipality the flexibility to update details related to recycling or waste management (§105.4.)

Issue that may be addressed

- If you are requiring recycling or the collection of that which is voluntarily recycled:
  - You may wish to specify that the material goes to a recycling facility that recycles properly and for which the recycling office can secure documented recycling data (§103)
  - You may also wish to specify how recycling will be prepared and collected (§104.2.E and F).
- Whether by drop-off or curbside collection, you may also wish to describe how recycling is to be prepared so that it is not unmarketable or badly contaminated (§104.3.A.6.).
- If you wish to restrict collection days and/or times, collection requirements may be specified (§104.2.). This may be unnecessary in more rural areas but very important in some boroughs or suburbanized municipalities.
You may also wish to require insurance coverage for your waste and/or recycling haulers, so as to protect the interests of your municipality (§105.1.).

The language provided in this model ordinance describes the ideal provisions for recycling and waste management practices. But your municipality may decide that some slight variation is preferable for your particular situation. These sections or words are shown in colored italics.
ORDINANCE NO. ____
SOLID WASTE AND RECYCLING ORDINANCE

AN ORDINANCE OF THE MUNICIPALITY ENTITLED "MUNICIPALITY SOLID WASTE AND RECYCLABLES STORAGE, COLLECTION, DISPOSAL AND PROCESSING ORDINANCE"

REGULATING THE STORAGE, COLLECTION AND DISPOSAL OF SOLID WASTE

§101. TITLE, PURPOSE AND DEFINITIONS.
1. Title. This Ordinance shall be known as the "Municipality Solid Waste and Recyclables Storage, Collection, Disposal and Processing Ordinance."

2. Intent and Purpose.
   A. It is the intent and purpose of this Ordinance to promote the public health, safety and welfare and to eliminate public health hazards, environmental pollution and economic loss by providing that all residential, commercial and industrial refuse accumulated or stored upon any property within the Municipality shall be collected and removed by a responsible person or hauler and shall be disposed in an area authorized by and approved by the Municipality in accordance with all State, Federal and local laws and ordinances.
   B. It is also the intent and purpose of this Ordinance to promote the public health, safety and welfare and to eliminate public health hazards, environmental pollution and economic loss by providing that all material separated and stored for recycling at any residential, commercial, institutional or municipal establishment in accordance with the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) and local ordinances and regulations shall be collected and removed by a responsible person or hauler and shall be delivered to a recycling processing center authorized by the
3. **Definitions.** For the purpose of interpreting the provisions of this Ordinance, the following words shall have the meaning or meanings ascribed:

**ASHES** - residue from the burning of coal, coke or other combustible material.

**BULKY WASTES** - municipal waste which is too large and/or heavy to be placed in standard 30 gallon garbage (municipal waste) bags and/or garbage (municipal waste) receptacles including, but not limited to, appliances, furniture and large auto parts.

**CARTWAY** - paved area of street, alley, road, avenue, etc.

**CONSTRUCTION and/or DEMOLITION WASTE** - solid waste (as defined in Act 101) resulting from the construction and/or demolition of buildings and other structures including, but not limited to, wood, plaster, metals, asphaltic substances, brick block and unsegregated concrete. The term also includes dredging waste. The term does not include the following, however, if the same are separate from other waste and are used as "clean fill" (e.g. material used to level uneven areas of real estate):

1. Uncontaminated, soil rock, stone, gravel, unused bricks and/or concrete.
2. Waste from land bearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

**DISPOSAL** - storage, collection, disposal or handling of garbage, municipal waste and other refuse material.

**E-WASTE** – those discards that include computers, monitors, televisions, audio equipment, printers, and other electronic devices.

**FOOD WASTE** - post consumer food residuals, but does not include cardboard, paper towels, napkins, waste paper products, or food packaging.
GARBAGE - all crockery, dishes, ashes, cinders, rubber, linoleum, asphalt or tarry products (e.g. roofing paper and shingles), grease and putrescible animal, fish, foul, fruit or vegetable waste incident to and resulting from the use, preparation, cooking and consumption of food.

HAZARDOUS WASTE - any garbage, refuse, sludge from an industrial or other wastewater treatment plant, sludge from a water supply treatment plant or air pollution control facility and other discarded material, including solid, liquid, semisolid or contain gaseous material resulting from municipal, commercial, industrial, institutional, mining or agricultural operations and from community activities or any combination of the above. Does not include solid or dissolved material and domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under §402 of the Federal Water Pollution Control Act, as amended, (86 Stat. 880) or source, special nuclear or byproduct material as defined by the U.S. Atomic Energy Act of 1954, as amended, (68 Stat. 923), which, because of its quantity, concentration or physical, chemical or infectious characteristics may:

(1) Cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population.
(2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

The term of "hazardous waste" shall not include coal refuse, as defined in the Act of September 24, 1968 (P.L. 1040, No. 318), known as the "Coal Refuse Disposal Control Act." Hazardous waste shall not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on pursuant to and in compliance with a valid permit issued pursuant to Act of June 22, 1937 (P.L. 1987, No. 394), known as the "Clean Streams Law."

HAULER - a person who collects, transports and/or disposes of municipal waste, other refuse material and/or recyclables from residential, commercial and/or industrial establishments.
HOUSEHOLD HAZARDOUS WASTE (HHW) – those wastes produced in the household that are hazardous in nature, but are not regulated as hazardous waste, under federal and state laws.

LEAF WASTE - deciduous and coniferous seasonal deposition.

MUNICIPAL WASTE - any garbage, refuse, industrial lunchroom or office waste and other material, including liquid, semi-solid or contained gaseous material, resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities (including, but not limited to, festivals). The term does not include source separated recyclable materials.

MUNICIPALITY - the municipality adopting and enforcing this Ordinance and any amendments thereto. Any reference to the Municipality herein shall also be a reference to any designee or agent of the said Municipality.

NUISANCE - any condition, structure or improvement which shall constitute a threat to the health, safety or welfare of the citizens of the Municipality.

OCCUPANT - person generally in possession and control of any residential, commercial, institutional or industrial establishment.

PERSON - every natural person, association, firm or corporation. Person also includes a lessee as well as an owner of a residential establishment and includes a person, association, firm or corporation which owns a residence or business.

RECYCLABLES - materials generated by a person which can be separated from municipal waste and returned to commerce to be reused as a resource in the development of useful products. Recyclables include at a minimum, the following: newsprint, aluminum cans, bimetallic cans, clear and/or colored glass, plastic beverage containers, high grade office paper, corrugated paper and paperboard, leaf waste, e-Waste, HHW, and such other materials as may be designated or deleted from time to time by resolution.
RECYCLING PROCESSING CENTER - a facility that receives, sorts, separates, prepares and markets collected recyclables.

REFUSE - any material other than residual waste, municipal waste, hazardous waste and/or recyclables.

RESIDUAL WASTE - any garbage, refuse, other discarded material or other waste including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and any sludge that is not otherwise hazardous from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility or recycling processing center, provided that is not hazardous. The term "residual waste" shall not include coal refuse, as defined in the Coal Refuse Disposal Control Act. Residual waste shall not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on pursuant to and in compliance with a valid permit issued pursuant to the Clean Streams Law.

SPECIAL RECYCLABLES - recyclables other than those recyclables mandated herein to be collected at the curb side, that are marketable as scrap, recyclable or reusable such as angle and cast iron, copper, etc.

WASTE DUMPSTER and/or WASTE CONTAINER - any non-motorized and/or nonpropelled receptacle designed to hold and/or receive municipal waste and/or other refuse material, capable of being lowered and lifted by motor vehicle or truck for the purpose of municipal waste and/or other refuse material collection.

In this Ordinance, the singular shall include the plural and the masculine shall include the feminine and the neuter.

Other words not defined herein shall have the meaning set forth in the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) and any regulations promulgated from this Act or related statutes, the ______________________
(applicable section of Ordinance), and any other applicable ordinance or regulation of the Municipality.

§102. HAULER REQUIREMENTS.

1. Collection Vehicles; Specifications and Condition.
   A. No hauler shall operate, cause or permit to be operated, any motor vehicle or truck for collecting or disposing of municipal waste and/or other refuse material within the limits of the Municipality unless such motor vehicle or truck shall be equipped with a fireproof and leak proof compacting compartment or have provisions to securely cover waste or recycled material. If waste or recyclables are collected in open bed vehicles, said items and materials shall be secured and completely covered with a waterproof tarpaulin.
   B. No vehicle used in the collection, transportation or disposal of municipal waste, recyclables and/or other refusal material shall scatter any of said material, leachate or vehicle fluids on the streets, roads, highways, alleys or other property (private or public) in the Municipality.
   C. Vehicles used to collect or transport municipal waste and/or other refuse materials shall be maintained in a sanitary condition so as to present as satisfactory outward appearance and shall meet all the requirements of the Municipality and the Pennsylvania Department of Environmental Protection.
   D. Vehicles used to collect or transport municipal and residual waste in the state of Pennsylvania shall be licensed by the Pennsylvania Department of Environmental Protection, pursuant to The Waste Transportation Safety Act (Act 90). This applies to waste transportation vehicles (trucks and truck tractors) with a registered gross vehicle weight greater than 17,000 lbs., and trailers with a registered gross vehicle weight greater than 10,000 lbs. All waste haulers operating in the Municipality must have a valid Waste Transporter Authorization.
   E. The Municipality or its agent shall have the right to inspect any vehicles used to collect or transport municipal waste, other refuse material or recyclables at any reasonable time for the purpose of determining compliance with this Ordinance or any other ordinance, resolution and/or regulation of the Municipality. The hauler shall correct deficiencies immediately upon notification by the Municipality, and said collection
vehicle shall not be used for the purposes set forth in this Ordinance until said deficiencies have been corrected.

F. Each hauler shall maintain its equipment in such condition as to be able to maintain their collection schedule.

G. Trucks and/or other vehicles used for the collecting, transporting, disposing or removing any municipal waste, other refuse material or recyclables in the Municipal shall meet the following requirements:

1. Packers. All municipal waste, [other refuse material], and any recyclables shall be enclosed within the confines of the cargo area, which shall be watertight.

2. Dump Trucks. If constructed with completely metal beds and lacking additional wooden sideboards, such truck shall be covered with a waterproof tarp as set forth in §102(1)(A.).

3. Any trucks or vehicles used for the collection and/or transporting of recyclables within the Municipal shall conform to the requirements of the Recycling Ordinance Guidelines promulgated pursuant to this Ordinance and any other applicable ordinance, resolution or regulation of the Municipal.

4. Any and all vehicles used for collection of municipal waste, other refuse material and/or recyclables, shall be clearly marked to identify the person which collect(s) municipal waste, other refuse and/or recyclables pursuant to this or any other applicable Municipal ordinance. The marking used by said person shall contain lettering no less than 6 inches in height.

2. Waste Dumpsters and/or Specifications and Conditions.

A. Any waste dumpster and/or waste container(s) placed in public right-of-ways shall, in addition to being subject to the requirements of §104(1)(E), be illuminated with a warning light, light reflector or a reflectorized material visible to oncoming vehicles for a distance of not less than 300 feet, between the hours of sunset and sunrise.

B. Any waste dumpster and/or waste container shall be equipped with a cover so that when not in use, material will not blow from the container, nor will significant amounts of water accumulate in the waste dumpster and/or waste container so as to cause leakage.

C. Liquid leachate shall not leak from any waste dumpster and/or waste container onto any street, sidewalk or public right-of-way.
D. The name of the hauler responsible for the placement, emptying or removal of the waste dumpster and/or waste container must prominently be displayed thereon.

§103. RECYCLING REQUIREMENTS.

1. The Municipality and/or its designee may, from time to time, execute contracts on terms and conditions as deemed advisable with a person(s) to provide recycling collection and processing services for the recyclables dropped off by residents and businesses at the municipality’s drop-off recycling facility.

2. Recycling service providers shall provide written or electronic documentation of recyclable material recovery, that at minimum shall include:
   A. Certified weights of the material
   B. The broker or end market that bought or took the material
   C. The date that the material was collected and/or sold.
   D. Other information as the municipality may find valuable.

3. Material that is dropped-off at the Municipality’s recycling facility shall be free of trash and non-recyclable contaminants as specified in written instructions or signage at the facility. Dumping of material not accepted at the facility shall constitute illegal dumping of waste and offenders may be prosecuted for said violations.

4. It shall be unlawful for any person to burn those materials which are recycled at the Municipality’s drop-off recycling facility or as part of other regular special recycling events in the county. These would include, but not be limited to, the following materials:
   A. Clear glass, colored glass, aluminum, steel and bimetallic cans, mixed recyclable paper, newsprint (newspaper), plastic bottles and any and all other source separated recyclable material, which may, from time to time, be determined by resolution.
   B. Electronic Wastes of any kind, including but not limited to items described in the Covered Device Recycling Act of 2010.
   C. Hazardous Wastes
   D. Tires
E. Yard Waste
F. Leaf Waste
G. Food Waste

§104. COLLECTION OF MUNICIPAL WASTE, OTHER REFUSE MATERIAL AND/OR RECYCLABLES.

1. Point of Collection.
   A. Municipal waste, other refuse or recyclables shall be placed at the edge of the cartway or any other designated place for collection no sooner than 6:00 p.m. on the day before the scheduled day for collection each week.
   B. Each hauler shall collect all municipal waste, other refuse material and/or all recyclables that have been placed at the side of the cartway or other designated location by its customers for collection, except as otherwise provided in this Ordinance or any other ordinance, resolution or regulation of the Municipality.
   C. In the event a person is disabled, under the definition of the Americans with Disabilities Act of 1990, and said person due to the disability is unable to place municipal waste, refuse and/or recyclables, generated at said person’s residence, at the curb side and said person in any manner notifies their hauler of said person’s disability, the hauler shall make reasonable accommodations with said disabled person as to a more accommodating place for placement and collection of the municipal waste, refuse and/or recyclables by the hauler.
   D. If a person who is disabled pursuant to the immediately preceding subsection, requests said person’s hauler to make reasonable accommodations as to a more accommodating place for placement and collection of municipal waste, refuse and/or recyclables and said hauler refuses and/or the said person believes the accommodations made are not reasonable, said person, or person’s agent (hereinafter “complainant”) shall notify the Municipality within 30 days of said accommodations, if believed to be unreasonable by the complainant or within 30 days of request by the complainant for reasonable accommodations if none have been made by the complainant’s hauler. The Manager of the Municipality or the Municipality’s duly authorized agent shall, within 15 days of said notice by the complainant, investigate the complaint, and if found to be valid, shall, within 30
days of said complaint, notify the complainant's hauler, in writing, by certified mail, return receipt requested, of the deficiency, with a photocopy of said notice to the complainant, and indicate the corrective action to be taken within 10 days of receipt of said notice. Failure of said hauler to comply with the directives of the notice shall constitute a violation of this Ordinance, and may subject the said hauler to penalties.

E. Each hauler owning, leasing and/or otherwise placing or causing to be placed any container at any type of establishment for the purpose of placing municipal waste, other refuse material and/or recyclables therein for later collection, shall ensure that any such container is emptied within 48 hours of the same becoming full to capacity, regardless of whether the fee for collection of the same has been paid. Nothing herein shall prevent the hauler from removing said hauler owned or leased container from the establishment for nonpayment of collection services so long as the container is emptied with regard to municipal waste, at a permitted landfill facility licensed by the Commonwealth of Pennsylvania and listed in the most recent County Plan as a designated disposal facility with an executed Agreement with the County, with regard to recyclables, at a recycling center licensed by the Municipality.

2. Days and Hours of Collection.

A. **Collection Days Established.**

(1) **Days of Collection.** The Municipality may, by resolution, establish specific days or hours for collection of waste and/or recyclable materials.

(2) **No Collection Days Established.** A hauler shall not be permitted to collect, remove and/or transport municipal waste, other refuse material and/or recyclables from residential establishments and/or multi-family establishments with four or more units on Sundays, Thanksgiving Day, New Year’s Day, Memorial Day, Independence Day, Labor Day and Christmas Day and at such other times as may be announced by the Municipality in situations considered to be an emergency by the Municipality. Any time and date of collection may, at any time, be changed by resolution of the Governing Body of the Municipality.

B. **Hours of Collection.** The collection of municipal waste, other refuse material and/or recyclables at residential establishments and/or multifamily dwellings having more than four units per structure, shall only occur between the hours of ________a.m. and
p.m. on any single day of collection and shall not occur at any other time, unless otherwise provided herein or by the Municipality.

C. Residential Municipal Waste Removed At Least Once Per Week. Each hauler pursuant to this Ordinance shall, for its own customers, collect and remove any municipal waste and/or refuse material placed for collection by occupants of residential establishments, at least once each week, except for the collection of recyclables at residential establishments, which shall be collected as set forth in the Recycling Ordinance Guidelines.

D. Commercial Removal. Each hauler shall collect municipal waste or other refuse material from commercial establishments at least once every week and shall collect said municipal waste and/or other refuse material more often if necessary to control health hazards or to prevent the accumulation of municipal waste or other refuse material so as to create a nuisance, odor, unsightly appearance.

E. Bulky Waste Removal. All haulers, upon oral and/or written notification by persons who own and/or occupy residential establishments shall, within 14 days of such notification, collect bulky waste and/or special recyclables from the residential establishments indicated in such notification.

3. Preparation for Collection.

A. Waste Service Required. It shall be the duty of the owner of all residential establishments, rented or otherwise occupied by said owner and of all establishments containing multifamily rental housing property with four or more units and commercial, municipal and institutional establishments to contract the services of a hauler to collect any municipal waste, other refuse material (on at least a weekly basis) and/or recyclables (in accordance with any Guidelines promulgated pursuant to this Ordinance and any other applicable ordinance or regulation of the Municipality) resulting from the operation of any such establishment unless said establishment, by some other means, disposes of the same at a duly approved municipal waste facility or a duly approved recycling processing facility on a regular basis, retaining as proof thereof, at a minimum, monthly disposal receipts from such a facility.

B. Preparation. All residential establishments, multifamily rental housing property with four or more units and commercial, municipal and institutional establishments shall prepare said materials as follows:
(1) All municipal waste and/or material shall be drained of liquid insofar as practical and shall be placed in sanitary sealed bags, containers and/or cans made of nonabsorbent material.

(2) Containers used by residential establishments shall not exceed 32 gallons in size (unless the hauler utilizes semi-automated collection technology that allows use of larger carts. Cans shall be rust-resistant material and shall be furnished and kept clean by the occupant and shall be replaced by the occupant when no longer in satisfactory condition.

(3) All municipal waste which cannot be disposed of in containers shall be assembled, boxed or bundled separately in such a way that it can be handled conveniently and will not be disseminated by wind or otherwise, while awaiting collection.

(4) All refuse except bulky waste shall be of units and weight such as can be handled by one person and shall be placed in containers or piled and assembled in such a way as to facilitate collection.

(5) All containers shall be kept on the resident’s property until it is placed for collection as in subsection (1) of this Section.

(6) Establishments containing multifamily rental housing property with four or more units and commercial, municipal and institutional establishments shall place all municipal waste emanating from said establishments in containers made from rust-resistant material of sufficient size and strength to fully accommodate all such municipal waste and of such design to prevent animals from gaining access to such waste. Said containers kept at such establishments shall be kept clean and be replaced when needed by the occupants, owners, landlords and/or agents of such persons.

(7) Construction and/or demolition waste must be placed in a rigid container, roll off or solid waste vehicle and may not be stored on the ground, next to structures (as the same may be defined in the Municipality Zoning Ordinance) and/or public rights-of-ways. Trucks and containers must be emptied when full or at least once per week at a minimum. Only inert clean fill may be buried and then only if stabilized and revegetated.
§105. MISCELLANEOUS.

1. **Insurance Coverage.**
   A. All haulers shall carry an insurance policy providing comprehensive liability and property damage insurance, the limits of said insurance policy shall be not less than $300,000 for personal liability and $300,000 for property damage and may be required to furnish proper certificate of insurance to the Municipality.
   B. All haulers shall carry an insurance policy providing for Workmen’s Compensation insurance, as required by the Commonwealth of Pennsylvania, and may be required to furnish proper certificate of insurance coverage for Worker’s Compensation to the Municipality.

2. **Accumulation of Garbage Prohibited.** It shall be unlawful to place or permit to remain any municipal waste or refuse material or other material subject to decay, including recyclables, except yard waste that is composted in an acceptable manner, anywhere in the Municipality, except in a tightly covered metal or plastic container.

3. **Independent Contractor Status.** All haulers shall not in any manner be construed as an agent, servant or employee of the Municipality, but shall at all times be considered and remain an independent contractor. Furthermore, any and all personal and/or real property owned, leased or controlled by any hauler shall at all times be considered and remain as the sole personal and/or real property of said person.

4. **Enforcement.** The Municipality is hereby authorized to promulgate rules and regulations or guidelines and to issue forms as necessary to implement this Ordinance. In order to ensure compliance with all applicable Municipality ordinances, the Municipality, its agents (including, but not limited to, the County Board of Commissioners) and/or the Municipality’s employees, may conduct inspections of any and all municipal waste, other refuse material and/or recyclables placed at the point of collection for pickup. The County, the County Health Department, the Municipality Code Enforcement Department and the Municipality Police Department are hereby authorized to enforce the provisions of this Ordinance, and any and all Solid Waste and/or Recycling Ordinances, all as may be amended from time to time, enacted by the Municipality.
5. **Penalty/Offense.** Any person who operates, causes or permits to be operated a motor vehicle or truck in violation of this Ordinance or who causes or permits the accumulation of municipal waste, other refuse material or recyclables in violation of this Ordinance or any person who violates any other provision of this Ordinance shall be, upon conviction thereof, sentenced to pay a fine of not less than $100 nor more than $1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation continues shall constitute a separate offense.

6. **Repealer.** Any ordinances or parts thereof inconsistent with this Ordinance are hereby repealed.

7. **Severability.** If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Council of the Municipality that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

8. **Effective Date.** With the exception of Section 104 above, this Ordinance shall become effective on the earliest date provided by law. Section 104 above, shall become effective within thirty (30) days of adoption of this Ordinance.
ORDAINED AND ENACTED as an Ordinance of the Governing Body of the Municipality on
this _______________________________________________________________________________
day of ________________, 201__.

ATTEST:

__________________________________________
Municipality Clerk or Secretary

APPROVE:

__________________________________________
Mayor or
Chair of the Board of Supervisors
Model Solid Waste and Recycling Ordinance
Model Solid Waste and Recycling Ordinance

A similar ordinance, if passed by a municipality shall address, at a minimum, the following issues. The section in the model ordinance is noted.

Issues that shall be addressed

- Collection of recyclables by waste haulers (§102.1.)
- Standards for waste and recycling collection trucks (§102.2.)
- Standards for waste and recycling containers (§102.3.)
- Regulations to assure that waste is properly handled by the generator (§104.1.) This section assures that waste and/or recycling is:
  - Properly contained
  - Collected regularly (including special and bulky wastes/recyclables)
  - Not permitted to accumulate for extended periods. This is also addressed in (§105.2.)
- Waste service is required for all residential, commercial and institutional entities (§104.3.)
- Guidelines or Rules and Regulations that may be changed from time to time by resolution, allowing the municipality the flexibility to update details related to recycling or waste management (§105.4.)

Issue that may be addressed

- If you are requiring recycling or the collection of that which is voluntarily recycled:
  - You may wish to specify that the material goes to a recycling facility that recycles properly and for which the recycling office can secure documented recycling data (§103)
  - You may also wish to specify how recycling will be prepared and collected (§104.3).
  - You may wish to specify the type of material to be recycled based on discussions with local processing facilities and/or end users (§104.3).
- Whether by drop-off or curbside collection, you may also wish to describe how recycling is to be prepared so that it is not unmarketable or badly contaminated (§104.3.A.6.)
- If you wish to restrict collection days and/or times, collection requirements may be specified (§104.2.) This may be unnecessary in more rural areas but very important in some boroughs or suburbanized municipalities.
You may also wish to require insurance coverage for your waste and/or recycling haulers, so as to protect the interests of your municipality (**§105.1.**)

The language provided in this model ordinance describes the ideal provisions for recycling and waste management practices. But your municipality may decide that some slight variation is preferable for your particular situation. These sections or words are shown in *colored italics.*
ORDINANCE NO. _____

SOLID WASTE AND RECYCLING ORDINANCE

AN ORDINANCE OF THE MUNICIPALITY ENTITLED "MUNICIPALITY SOLID WASTE AND RECYCLABLES STORAGE, COLLECTION, DISPOSAL AND PROCESSING ORDINANCE"

REGULATING THE STORAGE, COLLECTION AND DISPOSAL OF SOLID WASTE

§101. TITLE, PURPOSE AND DEFINITIONS.

1. Title. This Ordinance shall be known as the "Municipality Solid Waste and Recyclables Storage, Collection, Disposal and Processing Ordinance."

2. Intent and Purpose.

   A. It is the intent and purpose of this Ordinance to promote the public health, safety and welfare and to eliminate public health hazards, environmental pollution and economic loss by providing that all residential, commercial and industrial refuse accumulated or stored upon any property within the Municipality shall be collected and removed by a responsible person or hauler and shall be disposed in an area authorized by and approved by the Municipality in accordance with all State, Federal and local laws and ordinances.

   B. It is also the intent and purpose of this Ordinance to promote the public health, safety and welfare and to eliminate public health hazards, environmental pollution and economic loss by providing that all material separated and stored for recycling at any residential, commercial, institutional or municipal establishment in accordance with the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) and local ordinances and regulations shall be collected and removed by a responsible person or hauler and shall be delivered to a recycling processing center authorized by the Municipality for processing
and marketing in accordance with all State, Federal and local laws and ordinances.

3. **Definitions.** For the purpose of interpreting the provisions of this Ordinance, the following words shall have the meaning or meanings ascribed:

**ASHES** - residue from the burning of coal, coke or other combustible material.

**BULKY WASTES** - municipal waste which is too large and/or heavy to be placed in standard 30 gallon garbage (municipal waste) bags and/or garbage (municipal waste) receptacles including, but not limited to, appliances, furniture and large auto parts.

**CARTWAY** - paved area of street, alley, road, avenue, etc.

**CONSTRUCTION and/or DEMOLITION WASTE** - solid waste (as defined in Act 101) resulting from the construction and/or demolition of buildings and other structures including, but not limited to, wood, plaster, metals, asphaltic substances, brick block and unsegregated concrete. The term also includes dredging waste. The term does not include the following, however, if the same are separate from other waste and are used as "clean fill" (e.g. material used to level uneven areas of real estate):

1. Uncontaminated, soil rock, stone, gravel, unused bricks and/or concrete.
2. Waste from land bearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

**DISPOSAL** - storage, collection, disposal or handling of garbage, municipal waste and other refuse material.

**E-WASTE** – those discards that include computers, monitors, televisions, audio equipment, printers, and other electronic devices.

**FOOD WASTE** - post consumer food residuals, but does not include cardboard, paper towels, napkins, waste paper products, or food packaging.
GARBAGE - all crockery, dishes, ashes, cinders, rubber, linoleum, asphalt or tarry products (e.g. roofing paper and shingles), grease and putrescible animal, fish, foul, fruit or vegetable waste incident to and resulting from the use, preparation, cooking and consumption of food.

HAZARDOUS WASTE - any garbage, refuse, sludge from an industrial or other wastewater treatment plant, sludge from a water supply treatment plant or air pollution control facility and other discarded material, including solid, liquid, semi-solid or contain gaseous material resulting from municipal, commercial, industrial, institutional, mining or agricultural operations and from community activities or any combination of the above. Does not include solid or dissolved material and domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under §402 of the Federal Water Pollution Control Act, as amended, (86 Stat. 880) or source, special nuclear or byproduct material as defined by the U.S. Atomic Energy Act of 1954, as amended, (68 Stat. 923), which, because of its quantity, concentration or physical, chemical or infectious characteristics may:

(1) Cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population.

(2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

The term of "hazardous waste" shall not include coal refuse, as defined in the Act of September 24, 1968 (P.L. 1040, No. 318), known as the "Coal Refuse Disposal Control Act." Hazardous waste shall not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on pursuant to and in compliance with a valid permit issued pursuant to Act of June 22, 1937 (P.L. 1987, No. 394), known as the "Clean Streams Law."

HAULER - a person who collects, transports and/or disposes of municipal waste, other refuse material and/or recyclables from residential, commercial and/or industrial establishments.
HOUSEHOLD HAZARDOUS WASTE (HHW) – those wastes produced in the household that are hazardous in nature, but are not regulated as hazardous waste, under federal and state laws.

LEAF WASTE - deciduous and coniferous seasonal deposition.

MUNICIPAL WASTE - any garbage, refuse, industrial lunchroom or office waste and other material, including liquid, semi-solid or contained gaseous material, resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities (including, but not limited, festivals). The term does not include source separated recyclable materials.

MUNICIPALITY - the municipality adopting and enforcing this Ordinance and any amendments thereto. Any reference to the Municipality herein shall also be a reference to any designee or agent of the said Municipality.

NUISANCE any condition, structure or improvement which shall constitute a threat to the health, safety or welfare of the citizens of the Municipality.

OCCUPANT - person generally in possession and control of any residential, commercial, institutional or industrial establishment.

PERSON - every natural person, association, firm or corporation. Person also includes a lessee as well as an owner of a residential establishment and includes a person, association, firm or corporation which owns a residence or business.

RECYCLABLES - materials generated by a person which can be separated from municipal waste and returned to commerce to be reused as a resource in the development of useful products. Recyclables, include at a minimum, the following: newsprint, aluminum cans, bimetallic cans, clear and/or colored glass, plastic beverage containers, high grade office paper, corrugated paper and paperboard, leaf waste and such other materials as may be designated or deleted from time to time by resolution.
RECYCLING PROCESSING CENTER - a facility that receives, sorts, separates, prepares and markets collected recyclables.

REFUSE - any material other than residual waste, municipal waste, hazardous waste and/or recyclables.

RESIDUAL WASTE - any garbage, refuse, other discarded material or other waste including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and any sludge that is not otherwise hazardous from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility or recycling processing center, provided that is not hazardous. The term "residual waste" shall not include coal refuse, as defined in the Coal Refuse Disposal Control Act. Residual waste shall not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on pursuant to and in compliance with a valid permit issued pursuant to the Clean Streams Law.

SPECIAL RECYCLABLES - recyclables other than those recyclables mandated herein to be collected at the curb side, that are marketable as scrap, recyclable or reusable such as angle and cast iron, copper, etc.

WASTE DUMPSTER and/or WASTE CONTAINER - any non-motorized and/or nonpropelled receptacle designed to hold and/or receive municipal waste and/or other refuse material, capable of being lowered and lifted by motor vehicle or truck for the purpose of municipal waste and/or other refuse material collection.

YARD WASTE - weeds, shrub trimmings, bundled tree prunings, and garden waste, not including grass clippings or leaves.

In this Ordinance, the singular shall include the plural and the masculine shall include the feminine and the neuter.

Other words not defined herein shall have the meaning set forth in the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) and any regulations promulgated...
from this Act or related statutes, the ________________________ (applicable section of Ordinance), and any other applicable ordinance or regulation of the Municipality.

§102. HAULER REQUIREMENTS.

1. **Collection of Recyclables Required.** Except as otherwise provided by this Ordinance or any other ordinance or regulations of the Municipality, any person who collects municipal waste and/or other refuse material within the Municipality shall also collect recyclables as set forth in Section 3.0 of the Recycling Ordinance Guidelines promulgated pursuant to the Collection and Recycling Ordinance or regulations of the Municipality.

2. **Collection Vehicles; Specifications and Condition**

   A. **No hauler shall operate, cause or permit to be operated, any motor vehicle or truck for collecting or disposing of municipal waste and/or other refuse material within the limits of the Municipality unless such motor vehicle or truck shall be equipped with a fireproof and leak proof compacting compartment.** Said compacting compartment, in addition to meeting any other specifications herein required, shall facilitate complete containment of solid waste and be equipped with operable drain plugs at the lowest point. Only bulky oversized waste or recyclables may be collected in open bed vehicles and, said items shall be secured and completely covered with a water proof tarpaulin.

   B. No vehicle used in the collection, transportation or disposal of municipal waste, recyclables and/or other refusal material shall scatter any of said material, leachate or vehicle fluids on the streets, roads, highways, alleys or other property (private or public) in the Municipality.

   C. Vehicles used to collect or transport municipal waste and/or other refuse materials shall be maintained in a sanitary condition so as to present as satisfactory outward appearance and shall meet all the requirements of the Municipality and the Pennsylvania Department of Environmental Protection.

   D. Vehicles used to collect or transport municipal and residual waste in the state of Pennsylvania shall be licensed by the Pennsylvania Department of
Environmental Protection, pursuant to The Waste Transportation Safety Act (Act 90). This applies to waste transportation vehicles (trucks and truck tractors) with a registered gross vehicle weight greater than 17,000 lbs., and trailers with a registered gross vehicle weight greater than 10,000 lbs. All waste haulers operating in the Municipality must have a valid Waste Transporter Authorization.

E. The Municipality or its agent shall have the right to inspect any vehicles used to collect or transport municipal waste, other refuse material or recyclables at any reasonable time for the purpose of determining compliance with this Ordinance or any other ordinance, resolution and/or regulation of the Municipality. The hauler shall correct deficiencies immediately upon notification by the Municipality, and said collection vehicle shall not be used for the purposes set forth in this Ordinance until said deficiencies have been corrected.

F. Each hauler shall maintain its equipment in such condition as to be able to maintain their collection schedule.

G. Trucks and/or other vehicles used for the collecting, transporting, disposing or removing of any municipal waste, other refuse material or recyclables in the Municipality shall meet the following requirements:

(1) Packers. All municipal waste, other refuse material, any recyclables shall be enclosed within the confines of the cargo area, which shall be watertight.

(2) Dump Trucks. If constructed with completely metal beds and lacking additional wooden sideboards, such truck shall be covered with a waterproof tarp as set forth in §102(7)(A.). Dump Trucks may be used to collect only bulky oversized waste or recyclables.

(3) Any trucks or vehicles used for the collection and/or transporting of recyclables within the Municipality shall conform to the requirements of the Recycling Ordinance Guidelines promulgated pursuant to this Ordinance and any other applicable ordinance, resolution or regulation of the Municipality.

(4) Any and all vehicles used for collection of municipal waste, other refuse material and/or recyclables, shall be clearly marked to identify the person which collect(s) municipal waste, other refuse and/or recyclables
pursuant to this or any other applicable Municipality ordinance. The marking used by said person shall contain lettering no less than 6 inches in height.

3. Waste Dumpsters and/or Specifications and Conditions.
   A. Any waste dumpster and/or waste container(s) placed in public right-of-ways shall, in addition to being subject to the requirements of §104(1)(E), be illuminated with a warning light, light reflector or a reflectorized material visible to oncoming vehicles for a distance of not less than 300 feet, between the hours of sunset and sunrise.
   B. Any waste dumpster and/or waste container shall be equipped with a cover so that when not in use, material will not blow from the container, nor will significant amounts of water accumulate in the waste dumpster and/or waste container so as to cause leakage.
   C. Liquid leachate shall not leak from any waste dumpster and/or waste container onto any street, sidewalk or public right-of-way.
   D. Only permitted, nonrecyclable municipal waste shall be placed in such containers, in compliance with all applicable ordinances and/or guidelines.
   E. The name of the hauler responsible for the placement, emptying or removal of the waste dumpster and/or waste container must prominently be displayed thereon.
   F. No person shall park or place any waste dumpster and/or waste container on any street, alley, highway, sidewalk or right-of-way within the Municipality under any circumstances under subsection (G).
   G. Subsection (F) of this subsection shall not be applicable to the temporary parking/placement of said waste dumpster and/or waste container upon proof of sufficient cause, to the Municipality, at which time a permit will be issued for a temporary period of time determined as reasonable. The permit will not be valid unless the waste dumpster and/or waste container meets all specifications required by this Ordinance. Additionally, at no time will a waste dumpster and/or waste container be placed onto any running lane of the roadway restricting the flow of traffic.
H. Upon official notification by the Municipality of violation of this Ordinance and/or other applicable ordinances and/or guidelines, the hauler responsible for the placement, emptying or removal of same or the owner of the same shall remove said waste dumpster and/or waste container in violation from the street, alley and/or highway or sidewalk within 24 hours. If the waste dumpster and/or waste container has not been removed and the hauler responsible for the placement, emptying or removal of same or the owner of the same has not shown cause for a time extension, the Municipality shall move or cause to be moved, at the said hauler or owner's expense, said equipment in violation, to a suitable facility where it may be reclaimed by the said hauler and/or owner upon payment of costs.

I. The waste dumpster and/or waste container permit fee under this Ordinance shall be as established from time to time by the Municipality and shall be in addition to all other license fees or tax required to be paid by the Laws of the Commonwealth of Pennsylvania or the ordinances of the Municipality.

§103. AUTHORIZATION TO CONTRACT FOR SERVICES

1. The Municipality and/or its designee may, from time to time, execute such contracts on terms and conditions as deemed advisable with not more than six persons to enable such person and/or persons to operate or cause to be operated a recycling processing center for the purpose of accepting recyclables collected within the Municipality for processing and/or disposal. It shall be unlawful for any person or persons to engage in the business of operating or causing to operate a recycling processing center for the purpose of accepting recyclables collected within the Municipality unless said person shall have secured a contract with the Municipality to permit such business.

2. Nothing in this Ordinance shall be construed as granting permission to any person and/or persons to operate a recycling processing center outside the corporate limits of the Municipality. Each recycling processing center shall comply with all applicable requirements of the host municipality and/or the Commonwealth of Pennsylvania including, but not limited to, zoning and subdivision laws.
3. In the event that any hauler has a contract or agreement existing as of _______ 201__, to deliver some, but less than all, recyclables collected in the Municipality to a nonapproved site for processing, said hauler shall submit, prior to the acceptance by the approved recycling processing center of any recyclables, a copy of said contract or agreement to the approved recycling processing center and in that event, the approved recycling processing center shall accept the remaining material delivered to it by said hauler, for an additional fee as may be set forth in the contract between the Municipality and the approved recycling processing center. In this event, said approved recycling processing center shall, within 5 working days of receipt of said contract or agreement, provide to the Municipality a copy of said contract or agreement provided to said recycling processing center by the hauler.

4. Any breach of a contract by a person and/or persons executing the same with the Municipality for the purpose of operation of a recycling processing center shall be considered a violation of this Ordinance and shall subject said persons and/or persons, in addition to contractual remedies, to the penalties provided herein.

§104. COLLECTION OF MUNICIPAL WASTE, OTHER REFUSE MATERIAL AND/OR RECYCLABLES.

1. Point of Collection
   A. Municipal waste, other refuse or recyclables shall be placed at the edge of the cartway or any other designated place for collection no sooner than 6:00 p.m. on the day before the scheduled day for collection each week.
   B. Each hauler shall collect all municipal waste, other refuse material and/or all recyclables that have been placed at the side of the cartway or other designated location by its customers for collection, except as otherwise provided in this Ordinance or any other ordinance, resolution or regulation of the Municipality.
   C. In the event a person is disabled, under the definition of the Americans with Disabilities Act of 1990, and said person due to the disability is unable to place municipal waste, refuse and/or recyclables, generated at said person’s residence, at the curb side and said person in any manner notifies their hauler of said person’s disability, the hauler shall make reasonable accommodations with said disabled
person as to a more accommodating place for placement and collection of the municipal waste, refuse and/or recyclables by the hauler.

D. If a person who is disabled pursuant to the immediately preceding subsection, requests said person's hauler to make reasonable accommodations as to a more accommodating place for placement and collection of municipal waste, refuse and/or recyclables and said hauler refuses and/or the said person believes the accommodations made are not reasonable, said person, or person's agent (hereinafter "complainant") shall notify the Municipality within 30 days of said accommodations, if believed to be unreasonable by the complainant or within 30 days of request by the complainant for reasonable accommodations if none have been made by the complainant's hauler. The Manager of the Municipality or the Municipality's duly authorized agent shall, within 15 days of said notice by the complainant, investigate the complaint, and if found to be valid, shall, within 30 days of said complaint, notify the complainant's hauler, in writing, by certified mail, return receipt requested, of the deficiency, with a photocopy of said notice to the complainant, and indicate the corrective action to be taken within 10 days of receipt of said notice. Failure of said hauler to comply with the directives of the notice shall constitute a violation of this Ordinance, and may subject the said hauler to penalties.

E. Each hauler owning, leasing and/or otherwise placing or causing to be placed any container at any type of establishment for the purpose of placing municipal waste, other refuse material and/or recyclables therein for later collection, shall ensure that any such container is emptied within 48 hours of the same becoming full to capacity, regardless of whether the fee for collection of the same has been paid. Nothing herein shall prevent the hauler from removing said hauler owned or leased container from the establishment for nonpayment of collection services so long as the container is emptied with regard to municipal waste, at a permitted landfill facility licensed by the Commonwealth of Pennsylvania and listed in the most recent County Plan as a designated disposal facility with an executed Agreement with the County and, with regard to recyclables, at a recycling center licensed by the Municipality.

2. Days and Hours of Collection.

A. Collection Days Established
(1) **Days of Collection.** The *Municipality* may, by resolution, establish specific days or hours for collection of waste or recyclable materials

(2) **No Collection Days Established.** A hauler shall not be permitted to collect, remove and/or transport municipal waste, other refuse material and/or recyclables from residential establishments and/or multi-family establishments with four or more units on Sundays, Thanksgiving Day, New Year’s Day, Memorial Day, Independence Day, Labor Day and Christmas Day and at such other times as may be announced by the *Municipality* in situations considered to be an emergency by the *Municipality*. Any time and date of collection may, at any time, be changed by resolution of the *Municipality Governing Body* of the *Municipality*.

B. **Hours of Collection.** The collection of municipal waste, other refuse material and/or recyclables at residential establishments and multifamily dwellings having more than four units per structure, shall only occur between the hours of ________a.m. and ________p.m. on any single day of collection and shall not occur at any other time, unless otherwise provided herein or by the *Municipality*.

C. **Residential Municipal Waste Removed At Least Once Per Week.** Each hauler pursuant to this Ordinance shall, for its own customers, collect and remove, any municipal waste and/or refuse material placed for collection by occupants of residential establishments, at least once each week, except for the collection of recyclables at residential establishments, which shall be collected as set forth in the Recycling Ordinance Guidelines.

D. **Commercial Removal.** Each hauler shall collect municipal waste or other refuse material from commercial establishments at least once every week and shall collect said municipal waste and/or other refuse material more often if necessary to control health hazards or to prevent the accumulation of municipal waste or other refuse material so as to create a nuisance, odor, unsightly appearance, *except for the collection of recyclables from commercial establishments which shall be collected as set forth in subsection (F) of this subsection.*

E. **Residential Recyclables Removed At Least Once Every Week.** Recyclables shall be collected for residential establishments as set forth in the Recycling Ordinance Guidelines promulgated pursuant to this Ordinance and any other applicable ordinance or regulation of the *Municipality*. 
F. **Commercial Recyclables Removal.** Recyclables shall be collected from commercial establishments as set forth in the Recycling Ordinance Guidelines promulgated pursuant to this Ordinance and any other applicable ordinance or regulation of the Municipality.

G. **Bulky Waste Removal.** All haulers, upon oral and/or written notification by persons who own and/or occupy residential establishments shall, within 14 days of such notification, collect bulky waste and/or special recyclables from the residential establishments indicated in such notification.

3. **Preparation for Collection.**

A. **Waste Service Required.** It shall be the duty of the owner of all residential establishments, rented or otherwise occupied by said owner and of all establishments containing multifamily rental housing property with four or more units and commercial, municipal and institutional establishments to contract the services of a hauler to collect any municipal waste, other refuse material (on at least a weekly basis) and/or recyclables (in accordance with the Recycling Ordinance Guidelines promulgated pursuant to this Ordinance and any other applicable ordinance or regulation of the Municipality) resulting from the operation of any such establishment unless said establishment, by some other means, disposes of the same at a duly approved municipal waste facility or a duly approved recycling processing facility on a regular basis, retaining as proof thereof, at a minimum, monthly disposal receipts from such a facility and all such establishments shall prepare said materials as follows:

1. All municipal waste and/or material shall be drained of liquid insofar as practical and shall be placed in sanitary sealed bags, containers and/or cans made of nonabsorbent material.

2. Containers used by residential establishments shall not exceed 32 gallons in size (unless the hauler utilizes semi-automated collection technology that allows use of larger carts. Cans shall be rust-resistant material and shall be furnished and kept clean by the occupant and shall be replaced by the occupant when no longer in satisfactory condition.

3. All municipal waste which cannot be disposed of in containers shall be assembled, boxed or bundled separately in such a way that it can
be handled conveniently and will not be disseminated by wind or otherwise, while awaiting collection.

(4) All refuse except bulky waste shall be of units and weight such as can be handled by one person and shall be placed in containers or piled and assembled in such a way as to facilitate collection.

(5) All containers shall be kept on the resident’s property until it is placed for collection as in subsection (1) of this Section.

(6) All recyclables shall be prepared for collection as set forth in the Recycling Ordinance Guidelines promulgated pursuant to this Ordinance and any other applicable ordinance, resolution or regulation of the Municipality.

(7) Establishments containing multifamily rental housing property with four or more units and commercial, municipal and institutional establishments shall place all municipal waste emanating from said establishments in containers made from rust-resistant material of sufficient size and strength to fully accommodate all such municipal waste and of such design to prevent animals from gaining access to such waste. Said containers kept at such establishments shall be kept clean and be replaced when needed by the occupants, owners, landlords and/or agents of such persons.

(8) Construction and/or demolition waste must be placed in a rigid container, roll off or solid waste vehicle and may not be stored on the ground, next to structures (as the same may be defined in the Municipality Zoning Ordinance) and/or public rights-of-ways. A separate container must be provided for mandated recyclable materials (including, but not limited to, corrugated cardboard).

4. **Transfer of Municipal Waste.** No person shall transfer or permit to transfer municipal waste and/or other refuse material from one collection vehicle to another collection vehicle in any area of the Municipality except as follows:

   A. When said vehicles are parked at a duly approved transfer station.
   
   B. When, due to terrain and/or weather conditions, the hauler’s collection vehicle, due to its size and/or tire traction, is unable to gain access to the area (e.g. a rural or extremely
hilly area of the *Municipality*) where the said waste is placed by the hauler's customer for collection. Only solid waste collected under these conditions may be so transferred from one collection vehicle to another collection vehicle. Said transfer must be from truck to truck and no waste, recyclable materials or liquid leachate may touch or be left on the ground or pavement.

5. **Inspection of Municipal Waste and Recyclables.** In order to ensure compliance with all applicable *Municipality* ordinances, the *Municipality*, its agents (including, but not limited to, the County) and/or the *Municipality*'s employees, may conduct inspections of any and all municipal waste, other refuse material and/or recyclables placed at the point of collection for pickup and may inspect, at any time, any approved recycling processing center.

6. All haulers must, on a form provided by the *Municipality*, report all persons for whom the hauler collects, whether residential, commercial, municipal and/or institutional establishments, that fail, during the monthly reporting period, at any and all times, to separate and prepare recyclables for collection as set forth in the Recycling Ordinance Guidelines and/or has had service discontinued for any reason. All haulers shall also submit the name and address of any and all new persons for whom the hauler has been requested to collect during the monthly reporting period. Said report shall be completed in its entirety by the said hauler and supplied to the *Municipality* by the first day of each month.

**§105. MISCELLANEOUS**

1. **Insurance Coverage.**
   A. All haulers shall carry an insurance policy providing comprehensive liability and property damage insurance, the limits of said insurance policy shall be not less than $300,000 for personal liability and $300,000 for property damage and may be required to furnish proper certificate of insurance to the *Municipality*.
   
   B. All haulers shall carry an insurance policy providing for Workmen's Compensation insurance, as required by the Commonwealth of Pennsylvania, and may be required to furnish proper certificate of insurance coverage for Worker's Compensation to the *Municipality*. 

*October 2018* 17 *Barton & Loguidice, D.P.C.*
2. **Accumulation of Garbage Prohibited.** It shall be unlawful to place or permit to remain any municipal waste or refuse material or other material subject to decay, including recyclables, except yard waste that is composted in an acceptable manner, anywhere in the Municipality, except in a tightly covered metal or plastic container.

3. **Independent Contractor Status.** All haulers shall not in any manner be construed as an agent, servant or employee of the Municipality, but shall at all times be considered and remain an independent contractor. Furthermore, any and all personal and/or real property owned, leased or controlled by any hauler shall at all times be considered and remain as the sole personal and/or real property of said person.

4. **Rules and Regulations.** The Municipality is hereby authorized to promulgate rules and regulations and to issue forms as necessary to implement this Ordinance.

5. **Penalty/Offense.** Any person who operates, causes or permits to be operated a motor vehicle or truck in violation of this Ordinance or who causes or permits the accumulation of municipal waste, other refuse material or recyclables in violation of this Ordinance or any person who violates any other provision of this Ordinance shall be, upon conviction thereof, sentenced to pay a fine of not less than $100 nor more than $1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation continues shall constitute a separate offense.

6. **The County Board of Commissioners, Municipality Code Enforcement Department and the Municipality Police Department** are hereby authorized to enforce the provisions of this Ordinance, and any and all Solid Waste and/or Recycling Ordinances, all as may be amended from time to time, enacted by the Municipality.

**SECTION 2. REPEALER.**

Any ordinances or parts thereof inconsistent with this Ordinance are hereby repealed.
SECTION 3. SEVERABILITY.

If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Council of the Municipality that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 4. EFFECTIVE DATE.

With the exception of Section 104 above, this Ordinance shall become effective on the earliest date provided by law. Section 104 above, shall become effective within thirty (30) days of adoption of this Ordinance.

ORDAINED AND ENACTED as an Ordinance of the Governing Body of the Municipality on this day of ________________, 201__.

ATTEST:

APPROVE:

________________________
Municipality Clerk or Secretary

________________________
Mayor or
Chair of the Board of Supervisors
AGENDA

1. Introductions – SWAC Members and Consultant Team

2. “Housekeeping” Items
   - Time tracking – sign in and out sheet
   - Track meeting mileage for local grant match
   - Beth DeNardi – primary contact Beth.DeNardi@luzernecounty.org
   - “Paperless” Distribution of Materials (identify those that need hard copies)
     - Project page on B&L’s website – link will be emailed to you when available
     - Meeting agendas, notes, draft materials, schedule, SWAC members
     - Surveys and SWAC exercises will be sent out electronically as much as possible
     - Schedule – approximate one-year planning period through May/June 2020
     - Non-Substantial Plan Revision – 2-3 month approval process

3. Planning Overview
   - Ten Year Planning Process to obtain disposal capacity assurance
   - Types of Waste - (handout)
   - Role of the Consultant
   - Roles of the SWAC
     - Represent the County’s interests and those of your group
     - Identify issues and ideas
     - Open discussion and feedback
     - Provide a sounding board for study findings and recommendations
     - Recommend changes, approvals
   - Goal – an open process and a practical, implementable Plan Update

4. Where Are We Now
   - Starting to collect background data from the County
   - We will be developing Draft Chapters 1-13 now through November 2019
   - We will be working on a financial analysis of the County’s current programs now through November 2019
   - We have begun drafting the SOI and this will be completed in May for issuance in June or July (dependent on advertising schedule)

5. Discussion of Important Ideas and Issues – Open Discussion
   - Exercise on Ranking Issues (to be sent electronically)
   - Discuss Ranking
     - “Just One Thing I Want To See This Plan Address” – all participate

6. General Public Comments/ Issues/ Set Next Meeting Date/ Adjournment
WASTE CATEGORIES AS DEFINED BY THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOLID WASTE

MUNICIPAL WASTES

RESIDENTIAL

COMMERCIAL

SPECIAL HANDLING WASTE

EXAMPLES:
- TIRES
- CHEMOTHERAPEUTIC
- INFECTIOUS
- DOMESTIC SEWAGE SLUDGE
- INCINERATOR ASH
- WHITE GOODS
- OIL WASTE
- HOUSEHOLD
- HAZARDOUS WASTES
- FRIABLE ASBESTOS
- PCB CONTAINING WASTE
- DREDGE MATERIAL

DEMOLITION AND CONSTRUCTION WASTE

EXAMPLES:
- BUILDING MATERIAL
- WOOD
- METAL
- CONCRETE
- ASPHALT

RESIDUAL WASTES

INDUSTRIAL AND AGRICULTURAL PROCESS WASTES

HAZARDOUS WASTES

EXAMPLES:
- TOXIC
- CORROSIVE
- IGNITABLE
- EXPLOSIVE
- REACTIVE
- LISTED

WASTE GENERATED AT:
- HOMES
- CONDOMINIUMS
- APARTMENTS

PAPER, PLASTIC AND LUNCHROOM WASTE
GENERATED AT:
- OFFICES
- RETAIL
- ESTABLISHMENTS
- INSTITUTIONS
- RESTAURANTS

MUST BE NON-HAZARDOUS
EXAMPLES:
- INDUSTRIAL SLUDGES
- PROCESS FILTER MEDIA
- ASPHALTIC PRODUCTS
- AGRICULTURAL WASTES
- TIRES
- USED OIL
- NON-FRIABLE ASBESTOS
LUZERNE COUNTY
SOLID WASTE ADVISORY COMMITTEE MEETING #1

DATE: Thursday, May 2, 2019
4:00 p.m.

PLACE: Emergency Management Building
185 Water Street
Wilkes-Barre, PA 18702

PROJECT ENGINEER:
Ashley N. Duncan, P.E.
Barton & Loguidice
3901 Hartzdale Drive
Suite 101
Camp Hill, PA 17011-7843

COMMITTEE MEMBERS PRESENT:
Jason Brenner - Brenner Recycling
Brenda Davis - Purple Paper Eaters
Beth DeNardi - Luzerne County
Butch Frati - Wilkes-Barre City
John Hambrose - Waste Management
David Hines - Pittston City
Tom Kashatus - Private Citizen
Ryan Longfoot - Dallas Borough
Palmira Miller - Private Citizen
Eddie O'Neill - Luzerne County
Michael Piepoli - CES Landfill

*Meeting reported and transcribed by
Angela Sallemi, RPR, CRR
MS. DUNCAN: So first, I just want to say thank you, everybody, for taking a little bit of time out of your day and coming to sit on this SWAC. We appreciate it. It's incredibly important to have this by and from a lot of different stakeholders.

So first, I just want to go through introductions. My name is Ashley Duncan. I'm with Barton & Loguidice. We're going to be the consulting engineering firm working on the plan update. I'm just going to do a very quick background of who I am.

I've been in the industry for ten years. I came right out of college, started at a company, Gannett Fleming, based down in Camp Hill, Pennsylvania, in solid waste right off the bat. Loved it; loved interning with the solid waste group. Asked them if they would take me on pretty much every year after that, and they did graciously.

And after that, a lot of those guys moved over to a company called Barton and Loguidice. Our company has been in operation for over 55 years now. We started in Syracuse, New York, where we still have our home office. And we have, I think, 12 or 13 other offices now in the state of New York. We have quite a lot.

About 11 years ago, going on 12, we started the Camp Hill, Pennsylvania office. So that's where I've been almost since its start. I obviously had to finish a couple years of school after they started that. And that's where I've been generally doing solid waste and recycling work.

But we are full-service consulting engineering firm. We've got a transportation division, water/waste water, municipal engineering services, environmental -- you name it, we have a lot of different entities. And a lot of those actually are based right out of our Camp Hill, Pennsylvania office. And as I mentioned to Beth, we now also have two offices in Maryland, as well.

So that's a little bit about me as far as planning work. I have been working on plans since the day I started at B&L. Over the ten years that I've been with the company, I have worked on 13, I believe it is, county plans or multicounty plans, for a total of, I believe, 17 counties in the state of Pennsylvania. We've also worked on three in Maryland and two in New York. So definitely been doing a pretty good job of tracking everybody down.

MS. DENARDI: Wonderful. Well, again, thank you guys so much for being a part of this SWAC. It's really appreciated.

Next I'm just going to do a little bit on the housekeeping items, which I think Beth has been graciously.

It's really appreciated.

MS. MILLER: I'm Palmira Miller with Pennsylvania Environmental Council, also with Keep NEPA Beautiful.

MR. PIEPOLI: Michael Piepoli with CES Landfill.

MR. KASHATUS: My name is Tom Kashatus. I'm with the Newport Township Community Organization.

MR. LONGFOOT: I'm Ryan Longfoot. I'm with Dallas Area Municipal Authority.

MR. HINES: David Hines with the city of Pittston.

MR. FRATI: I'm Butch Frati with the city of Wilkes-Barre, Director of Operations.

MR. BRENNER: Jason Brenner, Brenner Recycling in Hazleton.

MR. HAMBROSE: John Hambrose from Waste Management.

MS. DENARDI: I'm pretty sure everybody knows me.

MR. O'NEIL: Eddie O'Neill, operations for Luzerne County.

MS. DUNCAN: Wonderful. Well, again, thank you guys so much for being a part of this SWAC.
What we ask you to do with it is rank them from 1 to 5; 1 being most important, 5 being something you don't think is important for Luzerne County. Something to note with those is: Even if something comes out and ranks high, it's not a guarantee by any means that it would be featured in the plan or something that the plan would be working towards.

Obviously, the final plan will rely on the county and what they're able to do and, obviously, financially sometimes what's able to be done. But we really do want your feedback, so we will be posting that to the website, I would say, probably in the next two to three weeks, and asking you to send those back to Beth. We'll give you two or three weeks probably to fill those out.

They'll be available electronically as Excel spreadsheets. You could easily put the information right in there if you want and send that back to Beth. Or by all means, they'll be available in PDF, as well, if you want to print them out and write them out by hand, as well.

MS. DENARDI: One thing I want to say. I went to print them out in Excel, and I had a bit of a problem doing it. I couldn't fit it all on the sheet, and I don't know if it's the software we have isn't compatible with what you have. But just everybody be aware if you have a problem printing it out, just let me know, and I'll pass it on to you.

MS. DUNCAN: Yeah. The PDF will be up there in 11 X 17, so you can compare what printed out to your PDF, make sure you have all the info there.

Well, I appreciate that. Thank you. I couldn't make those fit on 8-1/2 X 11, so I don't know if that was the case.

MS. DENARDI: I couldn't get it centered on the page. When it was printing, it was printing out two, but it would only pull this much of it, and then the rest of it, it cut off. I didn't try it in Adobe, though, so I'll see.

MS. DUNCAN: I'll check the settings for sure for the one that's going to be posted to the website, and I'll definitely make sure the PDFs are up there.

So with that in mind, since we are going to try to do paperless distribution as much as possible, just keep an eye on your emails. Beth will send an email out to everybody on the SWAC when stuff is available and direct you to the
MS. DUNCAN: Wonderful. Thank you for coming. All right. That takes us through the schedule. Generally, we're looking at about a 1-year planning period. That's for us to put the content of the plan together. So about this time next year, the majority of the content of the plan will be squared away. This has been determined by DEP to be a non-substantial revision, so that will be about a 2- to 3-month approval process.

There will be a 30-day municipal comment period that's required. No ratifications or anything are needed from that; it's just a review period. Once that review period is done, it will go back to the county at that point. We'll obviously address any comments.

At that point, it starts through ratification by the county council and county executive. And Beth and I will have to talk down the road on exactly how that looks and structure and how many months that might take for notifications and stuff.

Once that's squared away then, it goes to DEP for a final review and approval.

The one thing I do try to do, though, we talked to Berit about this, DEP, I like to try to keep them involved as much as possible throughout it. So when the 30-day municipal review period is happening, DEP will have a copy, as well. Sometimes I hope that that brings up any issues that they might have ahead of time. Again, there's no ratification at the municipal level that's required for this plan. It's just required at the county level. And DEP approval obviously will be required.

As far as you guys as members of the SWAC, you'll have probably about two to three draft reviews as we go through this before it actually goes for the 30-day municipal comment period. You'll also have a chance to review it during the 30-day municipal comment period. So I try to get your buy-in as much as possible.

(Ms. Davis enters the meeting room.)

MS. DUNCAN: And I don't mean to stop right there, but it's actually a pretty good stopping point, if you want to introduce yourself and just who you are and who you're with. And that's about it, and we'll just kind of keep on rolling along.

MS. DAVIS: Hi. My name is Brenda Davis, and I'm with Purple Paper Eaters Document Destruction.

MS. DUNCAN: Wonderful. Thank you for coming. All right. That takes us through the schedule.

Does anybody have any questions on housekeeping items?

(No response.)

MS. DUNCAN: All right.

Planning Overview. So the main goal of our plan is to obtain ten years of disposal capacity assurance for the county. That's the overarching goal by DEP of what this plan is supposed to do. Obviously, we are also looking at recycling in the county, programs in the county, how are they supported, how can they continue to be supported over the 10-year planning period.

So the plan at the end of the day becomes much more than just disposal capacity assurance. But at the bare minimum, that's basically what DEP wants this plan to do. Again, that is just for municipal waste, which we're going to get into next.

Do you guys all have a handout of the solid waste categories chart? Perfect. Most of you are probably very familiar with this chart.

But this plan specifically covers municipal waste. So that's on the left-hand side here. That covers your classic residential, commercial, special handling waste and C&D waste. This plan does not necessarily cover the management of residual waste or hazardous waste because the county is not required to do so in the plan for that.

But we do look at residual waste to the extent of how much material is generated in the county, how much material may be generated in the county over the 10-year planning period, and where that material goes so that we at least have an idea that we do have an end market or an end disposal facility for that material.

For anybody that's maybe not in the industry all the time, any questions on the solid waste chart and maybe what makes up municipal waste or any of the different categories?

(No response.)

MR. KASHATUS: Where do you have electronics on here?

MS. DUNCAN: Your e-waste is going to fall under your special handling waste. I'm not sure if it's on there. No, I don't see it. It would fall under your special handling waste.

MR. BRENNER: What about, so there's items in here that are probably recyclable; some that aren't. So are we lumping recycling in with waste?

MS. DUNCAN: Yes, for this. Essentially what
recycling is, is diverting wastes from the landfill or an incinerator. So, yeah, absolutely, a lot of this material is still recyclable, but it technically is a waste until it's recycled, until it's found an end market that it could be recycled.

MR. BRENNER: And then the other comment, the commercial stuff, if we're going down that path, I mean, that looks like it's really focusing on what I would call retail or storefront-type stuff. What about our industrial parks and our manufacturing centers that, you know, they're generating whatever it is that they're making? There's a scrap, whether it's metal, cardboard, whatever, but they're generating tons of it. And where does that fall?

MS. DUNCAN: Sure. So industrial -- we could get into this a little bit more. I'm going to try to give you a fairly simplified answer, and we can discuss this a little bit more in detail if you'd like.

Industrial wastes are very interesting because typically they fall under residual first. And then that's all the way over; that's outside the municipal waste. Now, after they fall under residual, you have to do an analysis on what type of material they are. So if it's like a corrugated cardboard, or you were talking about, like, metals or something like that, and they can be recycled, they're no longer considered a residual waste. They are recycled material at that point.

When you're looking at residual waste or waste from an industry and say you are talking about office paper or things like that, it gets into a little bit of a gray area. Because, technically, it falls under residual waste in the pure definitions of DEP. But there's a little bit of leniency from conversations I've had with DEP on that falling a little bit under a municipal waste or could be handled by municipal waste.

I'll refer maybe to Waste Management. When you're seeing stuff come in from industries, when it's what we consider, like, typical office-type waste, are they still classifying that residual because it comes out of an industrial setting?

MR. HAMBROSE: I'm not positive. Because, you know, when I come across industrial waste, it's usually like a sludge or, you know, it's a material that's like a byproduct of a process.

MS. DUNCAN: Right.

MS. HAMBROSE: Sawdust or metal scraps. And it could be recyclable --

MS. DUNCAN: Right.

MS. HAMBROSE: But usually we have to do a Form U on that to categorize it for the state, and then it's approved for wherever it ends up, usually in a landfill.

MS. DUNCAN: Yeah. So we just had a seminar on this with DEP, and that was their guidance. So, essentially, everything coming out of an industrial sector is basically considered a residual waste first unless you can qualify it as something different.

You hit me with a good one right off the bat that isn't a simplified answer. But I hope that kind of gave you a little bit of guidance on that one.

Any other questions on the solid waste categories?

(No response.)

So as I mentioned, looking at that chart, we are handling municipal waste as part of this plan. We will get into residual waste a little bit. We do not typically hit on hazardous wastes in the plan.

Role of the Consultant. I am here to give you, first and foremost, an implementable, usable plan at the end of the day. I genuinely want to look over the ten years at what may be happening in our industry, solid waste and recycling; what markets are available; what markets to target. And I want to try to put together some goals for the county that they could achieve.

There's no point for me or for them to put anything together that can't be actually utilized, and I don't want this to be something that just sits on a shelf and never gets looked at until it's ten years and it's time to update again.

So that is my main focus as a consultant. I'm obviously here to provide my guidance on industry knowledge and our contacts between end markets and generators of that material. We'll facilitate contract negotiations for the waste disposal capacity assurance, among many other things. But that's generally the role of our consultant.

The Roles of the SWAC. So you are our sounding board. You guys work in Luzerne County. You hold businesses in Luzerne County. Or you handle material generated from Luzerne County. And we really want to hear from you guys the issues that you're seeing and make sure that the plan that
So we'll be developing Draft Chapters 1 through 13 now through November of 2019. So you can look for your first draft for review right around that time.

We'll be working on a financial analysis of the county's current programs now through November 2019, as well. And we have begun drafting the SOI. SOI stands for solicitation of interest. You guys may have seen it before as FQR, I think might have been your last one. Sometimes it's just an RFP. I think every consultant has their own acronym that they like to use. Ours is SOI.

So we've begun drafting that. Basically, the SOI is what seeks the disposal capacity assurance for ten years. We send that out to disposal facilities, and they respond back, and it gives us a lot of information on what they're willing to set aside for Luzerne County.

SOI tentatively will be completed in May, so this month. And we're looking to hopefully issue that in June or July. A lot of that actually depends on the advertising schedule. We have to advertise it in a national magazine, and a lot of those, they have to have the advertisement a month beforehand. So it just depends when we can get that over to them for their approval.

For the facilities in the room, we typically keep the SOI out in the street for a minimum of four weeks, so you guys have, in my opinion, enough time to answer any of the questions. They'll come back to us. We'll review them.

If we have any followup questions, we'll get back to you guys. If there happens to be missing information or, you know, an oversight of a comment or question or whatever, we'll ask you guys for clarification on that.

Once that's done, we'll write a recommendations memo for the county. Beth, Eddie and I will review that and determine if they agree with my recommendations or if they would like to change my recommendations. And we also do share that with the SWAC, as well.

Once the recommendations are finalized between the county and the consultant, we do share that with the SWAC, and we ask for your buy-in, as well, at a SWAC meeting. That's just a brief overview of the SOI process.

All right. Any questions? Before we get into the bulk of what I want to do at this meeting, which is basically discussion of ideas and an open discussion of what you guys are seeing in Luzerne County, are there any questions on where we are at now in the process?

MR. KASHATUS: I got two questions. To get to the website, what is it?

MS. DUNCAN: Luzerne County SWMP. SWMP stands for Solid Waste Management Plan.

MR. KASHATUS: All right. Second question.

SOI, what does that stand for?

MS. DUNCAN: Solicitation of interest.

MR. KASHATUS: Thank you.

MS. DENARDI: Any other questions on Where Are We Now?

(No response.)
there's more than one thing, I would love to hear it.

And if that's okay, we'll kind of start in reverse from where we did for introductions. We'll start with you.

MS. DAVIS: I'm not completely that familiar with it, so I really wouldn't know what to say until I maybe hear...

MS. DUNCAN: That's okay. It could be anything. I'll tell you what, how about we come back to you. We'll keep going, and you might get something...

MS. DAVIS: Perfect.

MS. DUNCAN: Wonderful.

Would you guys like to participate in one thing that you would like to see the plan address.

MS. DENARDI: I'd like to see it approved.

MS. DUNCAN: We can put that down as your thing, Approved plan. I like it.

Eddie, was there anything you would like to --

MR. O'NEILL: No. Give me an opportunity, if you would. I'm a little unfamiliar with the process, as well. So if I hear some things, I might come up with something I'd like to throw out.

MS. DUNCAN: Sure.

Mr. Frati: What are we trying to accomplish here with this plan?

MS. DUNCAN: I would say our main goal, besides the 10-year capacity, is financial sustainability, to make sure that the programs the county currently offers are able to be financially sustained over the 10-year planning period.

MR. BRENNER: I guess, adding onto his question, because I'm not terribly familiar with where the plan, I guess, currently is or whatever the current plan is.

MS. DUNCAN: Sure.

Mr. Brenner: But, you know, so there's a lot of things that I suppose the county does from a public and a government offering perspective, but there's private companies in here, as well, that are, you know, for-profit organizations. So how do we work together to, you know, make whatever the financial sustainability or landfill sustainability or whatever.

MS. DUNCAN: Well, actually, so I think part of your question is honestly something that you might like to see in the plan. And that's how we could develop public/private partnerships. At least that's what I'm taking from your question,
case of electronic recycling, there's typically a cost involved with getting rid of electronics. If we want to make it easier on them and more financially available to them, we shouldn't be adding additional costs into the process just to make a match happen. And that's just one of the things that I've looked at that language, and I don't understand why we can't do that.

MR. PIEPOLI: With the 10-year capacity, what are the DEP requirements? Do you have to have agreements with the facilities to accept waste. I mean, what...

MS. DUNCAN: Yeah, so I'll hit on yours first, and then I'd like to come back to yours.

Yes, for DEP they want to see contractual agreements between disposal facilities that guarantee a minimum of 10 years of capacity.

MR. PIEPOLI: That's on a projected volume?

MS. DUNCAN: That's exactly right, yes. So we'll do projections for how much material we think Luzerne County will generate that will require disposal. And then we have to show contracts of facilities that are willing to say, we'll set aside X amount of tons for you each year.

MR. PIEPOLI: Does that include recycling centers, too?

MS. DUNCAN: No, recycling centers are not included in that. So what I typically do is I actually assume that next to no recycling is going to happen --

MR. PIEPOLI: Okay.

MS. DUNCAN: So that we're in the same position as if the recycling would just completely stop. Not that that's going to happen, but I like to be on the safe side. So I hope that answers your questions on disposal capacity.

But to come back to yours. And, Beth, we have to talk about your specific registration program that's required. But I do know that there is a requirement to register the location of all dropoffs at the state level, not just through Beth's department. And that might be part of the issue that they're getting into with locations.

MR. BRENNER: I mean, I just know from my interpretation of the language as I have read it, that, oh, it can't be at a private recycling center. And for me, I'm looking at it only from my perspective. I'm sure there's a thousand other people, stakeholders, that are involved.

But from my perspective, I'm sitting there looking at that and going, Well, now I've got to move everything. And, you know, the analogy I could make is, you know, we all send a piece of mail. And a piece of mail costs, what, 55 cents or something for a stamp. So we do that on an industrial level, and you're talking about moving big machinery or big things or people. And there are costs to that.

And so, really, we're pushing money around, and it's not going to where I think it ultimately needs to go, and that's into our taxpayers' and our residents' benefit.

MR. BRENNER: Yes.

MR. FRATI: I have a question.

MS. DUNCAN: Yes.

MR. FRATI: Now, we're trying to determine the capacity of waste and recycling collected over a 10-year period.

MS. DUNCAN: Yes.

MR. FRATI: One of the challenges that we have in the city of Wilkes-Barre, we supposedly collect for 43,000 residents. I promise you, it's more like 50,000. I could show you the tonnage differences. So how do we translate that accurately into a report?

So we rely on the census to tell us how many people are in the city of Wilkes-Barre.

MS. DUNCAN: Right.

MR. FRATI: I think we all know census tracks mean actually nothing. If you see the amount of municipal waste we collect at curbside, it's astonishing. And it goes up every year, and the population has actually dropped based on the census. So how do we convey that into an accurate number for landfills and recycling centers to understand how much capacity a city like Wilkes-Barre, as part of Luzerne County, will required?

MS. DUNCAN: Sure. So the way we look at it is we take your tonnage generated as a county whole, not necessarily on a municipal level, but, obviously, it would include your municipal tonnage. That's reported to DEP through the waste destination reports from the facility.

So waste destination reports, we take those
tonnages for the county. Then what we do is look at that with the population.

I completely understand where you’re coming from with the population maybe not being accurate, but the only thing that will skew is the per capita rate that we develop. So when you compare that to the national average per capita rate, you’re probably going to be showing that you generate a lot more than the national average.

MR. FRATI: So you’re getting this information from the landfill?

MS. DUNCAN: Yes. Well, from the state, and landfills report to the state.

MR. PIEPOLI: We report to the state tonnages that come from different counties.

MR. FRATI: Okay. Right now, we’re a single-stream program, which I think everyone knows how poorly single-stream is doing right now.

So we’re getting residual waste in the single-stream that the recycling center now is taking to the landfill on our behalf. Is that counted as waste?

MS. DUNCAN: That material should be reported back at the end of the day to DEP through landfills because the landfills are going to get it. Whether or not it gets reported as Luzerne County waste is always a question.

You hope that the MRFs that are processing it do a general percentage split. Or if they know it’s all coming from Luzerne County, they say, all of this is Luzerne County waste. You hope they’re accurately reporting that, but we do rely on them for that.

I will make the note that we also rely on transfer stations for that. And sometimes we can see an issue. I don’t necessarily think it’s happening in this county, but sometimes we can see an issue where the waste tonnages don’t seem accurate because they’re going to a transfer station, and that transfer station is, obviously, merging everything together. And they’re just saying, oh, this is 50 percent Luzerne County, 50 percent some other county. And it’s not exactly accurate.

But like I said, I don’t necessarily think that’s happening here because you guys have a facility, but it’s possible.

MR. FRATI: Okay.

MS. DUNCAN: So, yes, the way we would develop that is per capita rates. You may see an inflated -- if that's the case and the census data and population projections that we have for the county aren't accurate or we don't think they’re accurate, you might see an inflated per capita rate when compared to the national average.

MR. FRATI: Thank you.

MS. DUNCAN: Yes.

I think you’re up.

MR. HAMBROSE: So I hope that I can help participate with the group in finding ways to work smarter, not harder. And I’m not an expert in what happens in Luzerne County. I live in Lackawanna County where, often it seems we choose to work harder instead of smarter. And I was involved with their SWAC process recently. And, you know, we’ve got maybe 40 municipalities in Lackawanna County, some of them very small.

And most of them, I think, resist the idea of consolidating services and maybe economizing by, you know, bidding out your waste collection and disposal.

I know your authority is an illustration of what I think is a smarter way to go. I think there's cost savings in that for the taxpayer. I think there's environmental savings for reduced truck traffic and safety issues.

Perhaps the money you free up with that, you can pay for some of the things that I think are -- they don't happen that much in my county and maybe not here, but, you know, e-scrap, it's a very difficult issue. I can't believe how much wild life watch television. You know, the squirrels, they seem to like electronics.

You know, tires, I get the calls all the time about illegally dumped tires and waste tires and watershed cleanups. And, you know, we don't have a good answer for tires. And we talk a lot in this part of the state about the beautiful place where we live and all the quality of life and the outdoor recreation assets we have. And, yet, it just seems like every time you clean up a dumpsite, and you come back the next week, it's a dumpsite again.

And, you know, I think we ought to put our money where our mouth is. And I think we're throwing a lot of money away by not doing smarter things with how we operate our municipalities.

And, Beth, please correct me if I’m wrong, if Luzerne is unlike Lackawanna in that way. But, you know, these little towns are right next to each other, and we have to have a different hauler...
MS. DUNCAN: That's CDRA. Sorry, Beth.

MR. DENARDI: That comes from the state.

MR. BRENNER: That's the formula, you know, for the pot of money, whatever pot of money is getting passed out to the communities. That's what the CDRA is. It says that you can't go and put it in a landfill. It is a hazardous waste, or

MR. HAMBROSE: Beth, what's the collection landscape like in Luzerne County? I mean, is it as fragmented as it is in Lackawanna County?

MS. DENARDI: As far as electronics?

MR. HAMBROSE: You know, every little town has its own hauler and its own contract, and we can never consolidate, and we can't...

MS. DENARDI: We don't tell them what to do.

MR. HAMBROSE: To your municipal leaders to let them know you're throwing money away because you...

MS. DENARDI: Are we talking about garbage, John? Are we talking about electronics and recycling? In what areas?

MR. HAMBROSE: We're talking about waste collection.

MS. DUNCAN: Like, curbside collection. I think you're mentioning, like, curbside collection. If you would look at contracted curbside collection versus subscription collection, or something like that. Is that right?

MR. HAMBROSE: Right.

MS. DUNCAN: So where I see the plan going in relation to that is providing the tools for municipalities to possibly contract for collection. Sample RFPs for contracted collection being
MR. HAMBRose: But I wanted to know from Beth, in Luzerne County, is it mostly municipal contracts with haulers? Or is it subscription service? Or -- and I know Butch has his own collection.

MS. DENARDI: It's up to the municipality.

MR. PIEPOLI: Are there 11 DPWs in Luzerne County like we have in Lackawanna County? It seems like every town has one garbage truck.

MR. FRATI: We have 12.

MR. PIEPOLI: So 12 municipalities have their own DPWs?

MR. FRATI: We do, yes.

MR. HAMBRose: Butch, you have 12 in the city, is that what you mean?

MR. FRATI: Yes.

MS. HAMBRose: Okay. But how about across the county? How many -- how is the trash being picked up?

MS. DENARDI: With the county, the Luzerne County office does not control how the towns pick up the trash. The towns control that.

MR. HAMBRose: Right. I understand that, sure.

MS. DENARDI: So you would need to go to the towns and ask them. Some are private subscriptions; some leave it up to the residents; some go per bag; some go sticker on a bag; some have a sticker in a window. That's what I'm saying. Some have the town pick it up, or the town will drop it off, and then they'll let their residents call for something else.

So we don't tell them you have to do this and you have to do that. We leave it to them. They are the ones that decide what works best for their residents.

MS. DUNCAN: Part of our plan will be to put together the list of municipalities and what their current collection method is and update that if need be from the last plan. Because some of them probably have changed over ten years.

MR. HINES: There are 76 incorporated municipalities in the county, and I can assure you, there are 76 different systems.

MS. DUNCAN: Yes, there are quite a lot. I can say this, and John knows this. The city, we have a financial advisor who comes in and had a recommendation that there may be some cost-savings by trying to privatize our garbage collection. Now, that sounds great. And over maybe a 15-year period, we may see that.

But, you know, when you have teamsters working for you, it's very difficult to try to implement something like that. We found -- and the only actual hard number bid we received was from Waste Management. And, you know, it made sense, but quite honestly, what it doesn't provide a city like Wilkes-Barre, narrow streets, hills, all sorts of things is when the person puts their garbage out late that night, and it sits out in the curb for another week until a private hauler comes back, it doesn't fly in our city.

It's very difficult to implement that. I still think that it could happen at some point countywide, and I think it's a great idea. But it's not in my lifetime I don't think we'll ever see that.

MS. DUNCAN: I will say that in my research on costs for these types of programs, I can definitely stand here and say that I do not think in this day and age it is cost advantageous for a municipality that does not currently have a municipal collection system to implement one. I don't think it's worthwhile for a municipality to go out and buy trucks and employ staff and do all this. But if they already have that system in place, a lot of those systems are running very well. They've had them. They are already on a maintenance schedule for their trucks and everything like that. It's just a huge capital adventure.

So a lot of municipalities are looking at really one of two options, I'll call it, which is subscription or contracted collection. And like I said, part of the plan will be to look at the municipalities in Luzerne County and figure out which ones have subscription, municipal collection or contracted collection. From that, we can disseminate if any have pay-as-you-throw, senior citizen discount programs, anything like that.

We'll also look at e-waste. I think you may have mentioned that -- or maybe Beth did. I apologize; I'm just not sure which one. But we will look at which municipalities have access to e-waste and/or HHW curbside collection.

MR. O'NEILL: Doesn't the cost-effective -- and Butch, you may be able to answer this -- based on DAMA, based on Kingston Borough -- I think Kingston Borough was actually kind of a model for...
MR. O’NEILL: Doesn’t the cost justification depend upon, to some extent, the density of your community? I mean, if you’re in a rural area where you have, you know, a house every hundred yards versus a city like Wilkes-Barre where you know, you have a hundred residents within a block. I mean, I would think that would help justify or not justify whether or not it’s feasible to do your own program versus contracting it out.

MS. DUNCAN: Yeah. I would say the municipal programs that are still running, the municipal collection programs that are still running, are largely, densely-populated cities, for the most part, across the state of Pennsylvania. I just haven’t seen -- I mean, we’ve been involved with a couple cities that have taken a look at this.

Every city that we have, though, they’ve been on the side where they have municipal collection and they’re looking to go private and see if it’s worthwhile, and it’s not. But a lot of the cities have tried to look at running it themselves. The cost benefits just hadn’t been there because, honestly, like staffing that type of a program and starting to run that type of a program, there’s just a lot of upfront education that’s required. And I think that’s what has got people not to start those programs. But, yes, it’s highly dependent on density.

And that does not just go for municipal collection; that goes across the board to even contracted collection in municipalities. A lot of times when you get the bids back in from a hauler for contracted collection, if it is a very sparsely-populated municipality, those costs are going to be very high. And a lot of times that’s why they don’t go with those contracts and they stick with subscription collection.

So sometimes you can benefit by doing a multi-municipal joint effort. So if you have a sparsely-populated community but right next to it you have a densely-populated community, it might be advantageous to put those two together if they’re willing to work together because a hauler might come in and say, well, okay, yeah, I have to run these longer routes, and I have a little bit further space, but then I also get this densely-populated area, and that kind of balances densely-populated area, and that kind of balances further space, but then I also get this densely-populated area, and that kind of balances...
MR. BRENNER: Going back to one of the things that Beth said that her office provides or they’re looking to provide, is education, given, I’d say, the not positive news stories that have come out lately about particularly the single-stream collection-type activities. Is this plan supposed to start tackling the question of, hey, what belongs in these curbside collection things? And what is contamination, what isn’t contamination, from an education perspective to the residents?

MS. DUNCAN: Yeah. I would say the plan starts to. I don’t know that the plan is going to necessarily put hard and fast, this is exactly the type of materials that should always be in your curbside program because we’re obviously seeing that that changes.

One of my biggest recommendations always, though, is that a county or municipalities work with -- in this case, probably municipalities more -- work with MRFs, and that we try to get everybody at the same table and figure out, okay, what materials can you take, what has markets. And keep that conversation going, not just once while we’re developing the 10-year plan, but, you know, I don’t know that it has to be necessarily annually, maybe biannually. But something along those lines where we’re constantly looking at markets and how that affects it.

And then one thing I really like to recommend, especially in the past couple plans that I’ve done, standardization of materials. Even though every municipality is different; every municipality has their own thing going on, wouldn’t it be nice if the same materials were collected curbside if you have a curbside collection program?

And that way, education material created by Beth at the county level could really apply to every municipality versus, okay, Beth spent all this time to create this education material but now another municipality, well, they take #3s and #4s, as well. Or this other municipality takes 1 through 7; they take everything. So you can’t utilize the material that’s created, you know, by Beth.

So I would love to see that material be able to be used by every municipality in Luzerne County. All right. I think we’re on Row 2.

MR. LONGFOOT: My thing I’d like to see is we have a great electronics recycling here. As he mentioned, they have, like, the private. But where we are up in the DAMA area, nobody is going to travel from up there all the way to Hazleton to take a television. It’s just not going to happen.

MS. DUNCAN: Can I ask, just out of curiosity, what’s generally the miles between where you generally locate and Hazleton?

MR. LONGFOOT: For us?

MS. DUNCAN: 25 miles.

MS. DUNCAN: The only reason I ask you for the miles is there’s been a lot of studies done by Pennsylvania Recycling Market Center that, I think, said about 5 to 10 miles is the max distance any resident is willing to travel for e-waste collection.

MR. LONGFOOT: Yeah, and we fall in that -- even for our site where we hold ours, we fall in that 5- to 10-mile radius. And we do really well at it for our population.

MR. O’NEILL: I think that’s an ideal area, though, for a recycling collection, is the DAMA area because that’s a pretty large area.

MR. LONGFOOT: Yes.

MR. BRENNER: But there are -- and I’m sure you guys have investigated it -- there are, I guess, multiple ways to skin the cat, so to speak.

MR. LONGFOOT: True.

MR. BRENNER: You know, you can do your collection and call myself or any other company that’s certified to go and do the stuff, and, you know, Hey, come and send a truck; we have all the stuff here already. All we gotta do is load a truck real fast, or you know...

MR. LONGFOOT: Right, and that’s what we do. That’s how we hold our events that way.

MR. BRENNER: And that makes a heck of a lot of sense.

MR. LONGFOOT: We hold the event. We palletize everything. We shrink-wrap everything. We pull everything off. We load it in the trailer. The guy comes, and he takes it. I mean, we do everything there other than haul it, which, I mean, we never really looked into it, but I’m sure we could.
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<th>Ms. Duncan: I was going to say, maybe a</th>
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<td>Mr. Longfoot: Gotta go bigger than that, yeah.</td>
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<td>Mr. Brenner: But, again, if, for whatever</td>
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<td>Mr. Longfoot: No, no. I think there is</td>
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<td>Ms. Miller: Or he throws it in a dumpsite or</td>
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<td>alongside the road.</td>
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<td>Mr. Longfoot: Or it ends up on the side of</td>
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<td>Ms. Duncan: Well, one thing I would like to</td>
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<td>I think we talked about that, Eddie. But</td>
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<td>Mr. Longfoot: Well, that's the thing. I</td>
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<td>Ms. Duncan: So when you said it would be</td>
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<td>easier for you to take it, what exactly did you</td>
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<td>Mr. Longfoot: Like, if we had our own, which</td>
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<td>I thought about, have our own dropoff site for</td>
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<td>electronics, then work with a private entity that</td>
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<td>would take these off our hands, outside of the</td>
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<td>collection that we have.</td>
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<td>Ms. Duncan: Yours is just a 1-day collection</td>
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<td>at, like, a park or something?</td>
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lot of sense, and it's surely inefficient. Different system. It doesn't holistically make a
cross the river to West Pittston, they have a
Pittston Township has a different system. I look
Township down the road has private collection.

have said, you know, I'm up there. Jenkins
many of the others.

municipal level, as I'm sure with Wilkes-Barre and
That went nowhere fast. And the younger generation
for me is a higher density city is -- the
uncertainties in the recycling market and what that
means.

And also in terms of pollution, because like I
said, this is the other part people don't think
about. Now we're running three runs with our big
trucks every week; before we were running two. So
there's a lot more diesel use, a lot more manpower.

The cost/benefit ratios are atrocious. But the
public demands the recycling.

We were going to trench back our recycling.
That went nowhere fast. And the younger generation
of people demand it.

So these are the real evolving issues at the
municipal level, as I'm sure with Wilkes-Barre and
many of the others.

But in terms of some of the other things folks
have said, you know, I'm up there. Jenkins
Township down the road has private collection.
Pittston Township has a different system. I look
across the river to West Pittston, they have a
different system. It doesn't holistically make a
lot of sense, and it's surely inefficient.

How to get the governments to work together,
and I think it's the same thing with the -- the
recycling made it so hard to get rid of paint, that
people just hide it.

Well... MS. DUNCAN: Well, for latex paint?
MR. HINES: Any kind.

Okay. Because, I mean, latex paint can still go in the trash; it just has to be
dried.

MR. HINES: Well...
MS. DUNCAN: I understand. That's an extra
step that a lot of residents don't want to take it.
I totally get that. But I'm surprised when I talk
-- this is just regularly, just talking to friends
of mine about, well, I don't have an HHW collection
program. That's okay. You can still put it at the
curb, just put kitty litter or something to dry it
out. And they just don't know, which means we've
done a really good job at educating people to use
HHW programs, but we haven't given them other
options that are still available.

So yard waste, paint and...

MR. HINES: Food.

MS. DUNCAN: Food, pizza. How did I forget
that one.

MR. HINES: With pizza the number one
MR. FRATI: I wish I could say it was that easy for us. It's not really. We have a tremendous amount of contamination in our recycling. And we have spent a lot of money on education, including a calendar that we provide each resident.

MR. HINES: Yeah, we do that also.

MR. FRATI: It's a real problem, and our next step to go dual.

MR. HINES: Yeah, I think that's inevitable for us.

MR. FRATI: Which I believe is going to happen in 2020. We get everything in the recycling container from pizza to baby diapers to -- I don't even want to get into it. And I don't know what exactly it is. Maybe because we have a pay-as-you-go; we pay by the bag.

MR. HINES: Yeah, see, when we give our stickers, you're getting 60, 70 stickers at a time, and you have them. In Wilkes-Barre, you have to go buy them.

MR. FRATI: And it's a challenge; it's a real challenge.

MS. DUNCAN: I often wonder that with pay-as-you-throw systems, if there is that backlash of the contamination factor because they don't want to pay for the trash. So a lot of times, those pay-as-you-throw structures are models so that recycling seems free because you're paying for the bag. So often, I wonder if residents are just putting as much as they can in the recycling.

MR. LONGFOOT: It's an extra garbage can.

MS. DUNCAN: Right.

MR. FRATI: Yeah, that's exactly what it is.

MR. LONGFOOT: Whatever they can't fit in a bag, they put it in the recycling.

MS. DUNCAN: Right.

MR. FRATI: We were just able to get a recycling grant for additional recycling containers we'll provide, and they're bigger, which is worse, but we're going to get them anyway. But it's a real challenge. We actually have 12 packers, and that was not the case a few years ago.

MR. HINES: And I always say, we used to be a garbage department that recycled; we are now a recycling department that occasionally picks up garbage. And it's a very different mindset, both for the elected leaders who haven't really got -- and for the public, and the manpower.

And we're having problems. We put a another packer on the road, and we had a hard time hiring a CDL driver. There's a severe shortage.

MS. DUNCAN: Yes, that's something that we often don't talk about in the plan. But that's being seen across the country with all kinds of things. I mean, we're having that with just waste haul transfer trailers just to get stuff places, and recycling, regardless of the municipal level.

So, yes, it's definitely an issue.

MR. BRENNER: Actually, he opened up a whole can of worms that there's not enough brainpower, I don't think, in the world to figure out. But, I mean, the CDL drivers --

MR. HINES: It's a disaster.

MR. BRENNER: You know, anything that has safety-related things. And our industry has to be, you know, a safe industry. So, you know, drug use -- and, I mean, it's all wrapped into one big, ugly, disgusting ball. And it's a huge problem.

That's a huge, huge problem.

MR. HINES: And that was one of the things -- what we did with the recycling, we had thought we'd be able to use smaller recycling trucks that don't require CDL. We now find out our volume has gone up so much, we have to use the big trucks because we don't have the manpower to staff five little trucks.

MS. DUNCAN: Right.

MR. HINES: And then we try to -- our CDL age is now we're over age 50 on our average age of ours. And when we do get a young person there, they're there for a short period of time, and they go running for the performance bonus or sign-on bonus.

MR. LONGFOOT: Closer to 60; some are over.

MS. DUNCAN: Well, I'm not sure. You guys are...
I don't know if you had it twice a year last year.

MS. DENARDI: We went back to one time a year simply because, thankfully, we put a dent in the tires that are on the side of the road. And it wasn't cost-effective to have two in the spring and two in the fall. And we decided to go in the fall simply because the vegetation is down. It's a lot cooler.

If people come across stuff in the summertime, they could put it on the side and just accumulate it. So we have held it to two. Should the need for it increase, you know, we're not going to say no to anything at the office. We will certainly look at anything that is presented to us and give it considerable thought and discuss it.

Right now, that's where we are with them. We're going to continue the program just like we're going to continue with the education.

I think, David, what you had said, you know, as far as education goes, going back to a system that works for you is a step in the right direction, you know. And all the programs that we offer, they are volunteer. No one's feet are held to the fire, you know. Everybody is on the same page; everybody is held to the same standard. You know, there's money there available if you want to do advertising for education for recycling.

As I said, you know, we decided to start it this year and throw the line out and see what we got. And we've had a tremendous response from the towns. So much so that we're going to offer it again next year. And maybe with the education that you're doing, the type of collection you're doing and what we can offer the towns and assist them with education and some sort of finances, you know, maybe, like you're saying, Ryan, when it does get to the MRF, if enough clean stuff comes in, it will make a difference. But, you know, it kind of back-slid there.

MR. LONGFOOT: But we have guys on the truck, and they do -- my guys do a good job at pulling. They do. And they leave stickers behind, or sometimes they'll leave a sticker, but they'll put it on top of their garbage can. And they do a good job at the curb doing their part, as well. But, I mean, there's always contamination.

MS. DENARDI: Well, we didn't there overnight, you know. We're not going to get back overnight, and I think we all know that. And if we do this, you know, small steps at a time...
MR. LONGFOOT: I just worry who can handle a dual-stream, like, as big as Wilkes-Barre or DAMA? Like, who would be able to handle that in this area? I don't know of anybody. I mean, you know, our options are very limited. And it's going to be very costly for Wilkes-Barre to even switch to that, just on manpower, fuel. I mean, everything. It's just going to be very... 

MR. PIEPOLI: Single-stream has become a problem. 

MR. LONGFOOT: Single-stream is a problem with the contamination. But where do you go from here, that's the question. 

MR. O'NEILL: If you don't mind me asking -- and I know much less about the business than most of you here, but what drives you to go from a single-stream to a dual-stream? What are you accomplishing by doing that? 

MR. LONGFOOT: A cleaner end product. 

MR. FRATI: So it's less waste. 

MR. LONGFOOT: Less waste, less contamination. 

MR. FRATI: When single-stream was at its peek, the city of Wilkes-Barre would get anywhere between $5,000 and 7,000 a month check for our recycling. We are now paying anywhere between $8,000 and $10,000 a month to get rid of it. 

MR. HINES: And we switched to dual-stream simply because the vendor assured us for this calendar year, there would be no cost to get rid of the dual-stream recycling. And there hasn't been. What's going to happen January 1st the next year, I can't tell you. 

MR. O'NEILL: Obviously, if you're doing dual-stream, it's two collections. 

MR. HINES: Three, actually, because we do yard waste also. 

MR. FRATI: Yeah, that would be three for us, as well. 

MS. DUNCAN: So you don't use a single truck with two compartments; you use two trucks? 

MR. HINES: We don't have the manpower to do it. 

MR. FRATI: There's no easy fix to this. It's really an issue now. We actually went before council to try to get a $10-a-year increase in the recycling fee per resident, yeah. No. So no one wants to... 

MR. HINES: That's part of our reason we haven't privatized. We charge $150 a year for garbage. Nothing for recycling. The truth is our property tax -- general tax revenue is subsidizing the revenue flow. We have a lot of poor, elderly people, and they simply can't afford to pay the property tax plus, what I would call, the full cost of a garbage and recycling program. 

And I was an Edwardsville Borough manager many years ago, and we tried to privatize it. And we had people in Edwardsville, they would come buy one garbage sticker at a time because that's all the money they had. And they were faced with a $300-a-year fee to be paid quarterly or semi-annually. I almost lost the entire election over it, and that was never broached again. 

So the city needs, I think, are very different from some of the more prospering townships or rural areas. And it becomes very hard. 

MR. O'NEILL: But isn't getting rid of the dual-stream, that should be easier with the collection sites; correct? 

MR. HINES: For now it is. But then we also have the problem in Pittston, now we're collecting garbage recycling, cardboard and yard waste. Every day of the week, there's something piled on the curbs. And then a windstorm comes along, and we spend three days cleaning the city up again. 

$8,000 and $10,000 a month to get rid of it. 

MR. HINES: And we switched to dual-stream simply because the vendor assured us for this calendar year, there would be no cost to get rid of the dual-stream recycling. And there hasn't been. What's going to happen January 1st the next year, I can't tell you. 

MR. O'NEILL: Obviously, if you're doing dual-stream, it's two collections. 

MR. HINES: Three, actually, because we do yard waste also. 

MR. FRATI: Yeah, that would be three for us, as well. 

MS. DUNCAN: So you don't use a single truck with two compartments; you use two trucks? 

MR. HINES: We don't have the manpower to do it. 

MR. FRATI: There's no easy fix to this. It's really an issue now. We actually went before council to try to get a $10-a-year increase in the recycling fee per resident, yeah. No. So no one wants to... 

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somebody else deal with the headaches.

MS. DUNCAN: It can definitively be difficult.

MR. O'NEILL: It's hard to find people.

MS. DUNCAN: I would say you get around any waste facility or processing facility or whatever, you're going to see billboards, Drivers, Drivers. Wanted. And they're all over the place.

MR. PIEPOLI: Public/private partnerships make more sense. I mean, you guys have the ability to reach the public sector that we don't have, to reach out to the people and get them to do things. We have it on the private sector. We have abilities to do things on a mass scale that you guys can make it more cost-effective.

I mean, like, for instance, to his point, I couldn't handle everybody coming in with their own individual TV at my facility, right; but you guys could collect it and bring it there en masse to us, and we would accept it with open arms. You know, there's different things that you guys could reach the communities to advertise for that, where we can't. You know, we don't have the ability to put out the flyers or reach the taxpayers like you do. I mean, there is so much synergy between the public sector can do different things that we can't.

MS. DENARDI: Excuse me. Do you take televisions at your landfill?

MR. PIEPOLI: No, we don't. But I'm just saying...

MS. DENARDI: Okay. I want to make that clear.

MR. PIEPOLI: I was just using that as an example for whatever -- you know, if we ran out of a recycling -- you know, anything with the recycling centers; they're not going to want everybody coming in with a pickup truck load of recycling. It just would clutter up our system. Where, you know, if you guys had a park somewhere or something dedicated for the day to do it and brought it en masse, it just makes more sense.

I mean, the same thing at your facility. You can't have everybody come through the gate.

MS. DUNCAN: Right. And we don't necessarily see you guys actively advertising self-haul a whole lot to your site.

MR. PIEPOLI: Sure. It doesn't work.

MS. DUNCAN: Well, I definitely think that is something we can look at for this plan. I agree with that. I don't think it's going to be a simplified answer. But it's definitely something that we can call attention to and try to figure out if there's any opportunities to partner; or just other things we can look at, obviously, with the thought of dual-stream; dual-stream, what are the benefits there.

And a lot of this, I think, will come back to education and how we educate. But I would love to talk to you a little bit more, if you want to meet one-on-one at some point on what kind of education you've done and what challenges you saw there. There's just a lot of different ways to reach people nowadays with education, and I don't think there's one solution. I don't even think there are five solutions. I think you have to reach people in a lot of different ways, and you have to continue that education. I think the state is starting to get on board with the fact that there is a continuing need for education. I mean, they've kind of told that they're going to open up some more grant-funding opportunities for more education. So that would be good.

MR. FRATI: Education is very important. But it also comes down to dollars and cents for most of these people. Because we're seeing a lot of the people who take advantage or abuse the recycling are hiding what they're putting on the bottom of the recycling.

MS. DUNCAN: Okay.

MR. FRATI: You know, I think there's a cost factor, but education is important. Now, in the city of Wilkes-Barre, we have a college and a university. We've gone to the college; we've gone to the university. We try to educate them because most of them are dorming here. It doesn't help. It doesn't help at all. I really don't know what the solution here is. It's just -- at some point you're going to see more -- the landfills are going to see more product coming out of cities like Wilkes-Barre because it's becoming just financially unbearable for us to do it any other way.

MR. O'NEILL: So it's not a matter of a lack
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<td>1</td>
<td>of education; people just don't care.</td>
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<td>2</td>
<td>MR. FRATI: It doesn't matter. We tried</td>
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<td>3</td>
<td>language -- you know, we thought there was a</td>
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<td>4</td>
<td>language barrier in some of the communities. We've</td>
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<td>tried everything; it works for a little bit. It's</td>
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<td>6</td>
<td>hard to enforce it because, you know, you're --</td>
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<td>7</td>
<td>unless you leave something at curbside -- you know,</td>
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<td>8</td>
<td>I leave something out in front of my house I</td>
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<td>9</td>
<td>shouldn't put there, we sticker it; we leave it</td>
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<td>10</td>
<td>there. The neighbor's calling, How come that stuff</td>
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<td>11</td>
<td>is in front of my house or my neighbor's house.</td>
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<td>12</td>
<td>MR. O'NEILL: You can't enforce something</td>
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<td>13</td>
<td>right away.</td>
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<td>14</td>
<td>MR. FRATI: And they know that.</td>
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<td>15</td>
<td>MR. PIEPOLI: The same reason the squirrels</td>
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<td>16</td>
<td>have the TV. It comes down to cost. They just</td>
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<td>17</td>
<td>throw it in the woods.</td>
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<td>18</td>
<td>MR. FRATI: And if we don't, it ends up under</td>
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<tr>
<td>19</td>
<td>the Cross Valley Expressway Bridge.</td>
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<tr>
<td>20</td>
<td>MR. HINES: Or in the road.</td>
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<td>21</td>
<td>MR. FRATI: In the road.</td>
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<td>22</td>
<td>MR. O'NEILL: I don't want to digress back to</td>
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<td>23</td>
<td>that again, but the dual-stream, why is that giving</td>
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<td>24</td>
<td>you cleaner recycling?</td>
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<td>25</td>
<td>MR. FRATI: Because you're picking up paper</td>
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<td>26</td>
<td>separately.</td>
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<td>MR. HINES: And the paper is not getting</td>
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<td>28</td>
<td>contaminated with food, with paint.</td>
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<td>29</td>
<td>MR. FRATI: And it all goes in a drum.</td>
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<td>30</td>
<td>MR. O'NEILL: Oh, okay. I could understand</td>
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<td>31</td>
<td>that.</td>
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<td>MR. HINES: We're actually getting...</td>
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<td>33</td>
<td>MR. O'NEILL: Okay. You're just giving people</td>
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<td>34</td>
<td>the opportunity to put it out twice a week and not</td>
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<td>35</td>
<td>contaminate the stuff as you are with -- so I see</td>
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<td>36</td>
<td>what you're saying.</td>
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<td>37</td>
<td>MR. HINES: Yes. We're actually getting paid</td>
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<td>38</td>
<td>a small amount for our cardboard and...</td>
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<td>39</td>
<td>MR. O'NEILL: So for the people who are not</td>
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<td>40</td>
<td>consciously contaminating things that are</td>
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<td>41</td>
<td>commingled, that will work. It's a matter of</td>
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<td>42</td>
<td>people putting things in there that shouldn't be in</td>
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<td>43</td>
<td>there, now you've providing twice the opportunity.</td>
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<td>44</td>
<td>MR. BRENNER: I don't have a MRF, by any</td>
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<td>45</td>
<td>stretch of the imagination, but there are problem</td>
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<td>46</td>
<td>commodities out there. Glass is a big one because</td>
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<td>47</td>
<td>the second it breaks, it's a nightmare, not only</td>
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<td>48</td>
<td>from a safety perspective, but more often than not,</td>
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<td>49</td>
<td>you have to separate your glass by the color of it.</td>
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<td>50</td>
<td>So as soon as it breaks, you know, you got brown</td>
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<td>1</td>
<td>glass, green glass, white glass, whatever. And now</td>
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<td>2</td>
<td>it's all mixed, and who's going to literally pick</td>
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<td>3</td>
<td>through the shards?</td>
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<td>4</td>
<td>MR. HAMBROSE: Single-stream might suffer from</td>
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<td>5</td>
<td>aspirational recycling where suddenly everything</td>
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<td>6</td>
<td>goes in one bucket, so everything turns out to be</td>
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<td>7</td>
<td>everything. And it's bowling balls and kiddie toys</td>
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<td>8</td>
<td>and garden hoses and pool covers. And it's --</td>
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<td>9</td>
<td>MR. FRATI: -- cat litter.</td>
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<td>10</td>
<td>MS. HAMBROSE: And none of this stuff anyone</td>
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<td>11</td>
<td>was ever told to put it in my container, but they</td>
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<td>12</td>
<td>think a garden hose is plastic. If you said</td>
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<td>13</td>
<td>plastics --</td>
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<td>14</td>
<td>MS. DUNCAN: And they'd rather do good than --</td>
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<tr>
<td>15</td>
<td>or they think they'd rather do good than throw it</td>
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<td>16</td>
<td>out and be wrong. If there's a chance that it</td>
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<td>17</td>
<td>might be a recyclable, I want to try to put it in</td>
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<td>18</td>
<td>that container. And it's also kind of called, if</td>
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<td>19</td>
<td>you've ever seen it before, wish-cycling. That's</td>
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<td>20</td>
<td>part of it, as well.</td>
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<td>21</td>
<td>But to give a really broad overview -- and I</td>
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<td>22</td>
<td>apologize because to some of you in the industry,</td>
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<td>23</td>
<td>this is going to be stuff you hear every single</td>
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<td>24</td>
<td>day. But when material comes to a MRF, if it does</td>
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<td>25</td>
<td>come from single-stream, a lot of times we'll see</td>
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<td>26</td>
<td>shredded paper; that's a huge issue. Glass; bottle</td>
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<td>27</td>
<td>caps that have been taken off and thrown in</td>
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<td>28</td>
<td>separately from the bottles. All those little</td>
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<td>29</td>
<td>things get separated out at the size separation</td>
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<td>30</td>
<td>right at the beginning.</td>
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<td>31</td>
<td>So all of that stuff falls through, and now</td>
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<td>32</td>
<td>that -- the glass, obviously, almost</td>
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<td>33</td>
<td>instantaneously breaks in a truck. So if you want</td>
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<td>34</td>
<td>to try to pull that out, now you've got shredded</td>
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<td>35</td>
<td>paper and plastic, and that all contaminates it.</td>
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<td>36</td>
<td>So you have a very contaminated glass recycling</td>
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<td>37</td>
<td>stream.</td>
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<td>38</td>
<td>MR. O'NEILL: I know a lot of communities use</td>
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<td>39</td>
<td>packers for their recyclables.</td>
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<td>40</td>
<td>MS. DUNCAN: Right, so that it crushes it.</td>
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<td>41</td>
<td>MR. O'NEILL: That right there, I mean, if</td>
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<td>42</td>
<td>it's not broken before it goes in there, it doesn't</td>
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<td>43</td>
<td>stand much of a chance once you --</td>
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<td>44</td>
<td>MS. DUNCAN: Absolutely.</td>
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<td>45</td>
<td>MR. HINES: We actually plan to remove glass</td>
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<td>46</td>
<td>from the recycling stream because our multiyear</td>
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<td>analysis has shown it's very unlikely the market is</td>
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<td>going to recover from that. But it was just too</td>
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<td>49</td>
<td>much for us to go to dual-stream and take the glass</td>
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<td>50</td>
<td>out of the recycling. It would be too much. But I</td>
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<td>1</td>
<td>do not expect to be having -- and then that's going</td>
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<td>2</td>
<td>to add some weight to the garbage stream at some</td>
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<td>3</td>
<td>point.</td>
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<td>MS. DUNCAN: Yes, and take weight off of the</td>
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<td>5</td>
<td>recycling, which was another whole thing.</td>
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<td>6</td>
<td>MS. DENARDI: Can I say just say that with the</td>
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<td>7</td>
<td>educational programs that we have started with the</td>
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<td>8</td>
<td>towns --</td>
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<td>9</td>
<td>And, Tom, I know you're our last one. We</td>
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<td>10</td>
<td>won't forget about you. I'm going to be very</td>
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<tr>
<td>11</td>
<td>brief.</td>
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<td>12</td>
<td>We asked the towns to come up with an ad, and</td>
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<td>13</td>
<td>we gave them a sample size and what would go in it</td>
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<td>14</td>
<td>for the ad. And a lot of the towns are turning to</td>
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<td>15</td>
<td>their haulers. I'm not picking on haulers; I'm not</td>
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<td>16</td>
<td>picking on haulers, okay. But what they're doing</td>
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<td>17</td>
<td>is they're turning to the people that pick up their</td>
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<td>18</td>
<td>refuse and, you know, that are also part of the</td>
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<td>19</td>
<td>recycling.</td>
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<td>20</td>
<td>And I look at these ads, and I think it's very</td>
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<td>21</td>
<td>important that we get everyone -- and I mean</td>
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<td>22</td>
<td>everyone -- I mean the towns; I mean the people</td>
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<td>23</td>
<td>that are in charge of it in the towns; I mean the</td>
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<tr>
<td>24</td>
<td>people that are collecting it from the towns; I</td>
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<td>25</td>
<td>mean the haulers.</td>
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| 1 | And I'm going to tell you why. One ad, in |
| 2 | particular, says, We take Plastic #1 to #7 in the |
| 3 | Yes column. And then in the No column, it says, We |
| 4 | won't take plastic bags; that's #2. We won't take |
| 5 | Styrofoam; that's #6. |
| 6 | On one side, you're telling the residents |
| 7 | you're going to take 1 to 7; and on the other side, |
| 8 | you're saying, We're not taking this; we're not |
| 9 | taking that. |
| 10 | I know what these plastics are, and it's |
| 11 | confusing. And I can see that for someone that |
| 12 | doesn't know, imagine how confused they're going to |
| 13 | be. Well, on one side, you said -- and I hear what |
| 14 | you're saying about the contamination rate, and I'm |
| 15 | not disagreeing with what anybody is saying. But |
| 16 | when something like that is presented to the |
| 17 | residents, and they're putting that out for |
| 18 | education, can you see where the confusion comes in |
| 19 | and why there is so much contamination? Which is |
| 20 | why we all have to get on the same page with this, |
| 21 | all of us; everybody that has their hand in this. |
| 22 | It's not enough to just say this one is going |
| 23 | to do it or that one. But I've seen this ad more |
| 24 | than once. |
| 25 | MS. DUNCAN: Yes. And I think it simply comes |

| 1 | back to they think if they put Plastic 1 through 7, |
| 2 | they think people are going to know that that means |
| 3 | generally bottles that are 1 through 7, or |
| 4 | whatever. That's not the case. |
| 5 | MS. DENARDI: Right. |
| 6 | MS. DUNCAN: Residents are looking for that |
| 7 | god-awful triangle on everything. And if it has a |
| 8 | number on it, it goes in the recycling bin. But |
| 9 | the reality of the fact is that a lot of those |
| 10 | materials that have the triangle on, it doesn't |
| 11 | matter what number it is, they're not recyclable; |
| 12 | there's not a market for that material. |
| 13 | And that goes back to what you were kind of |
| 14 | saying. There are some markets that are still, I |
| 15 | don't want to say strong, surviving maybe is a |
| 16 | better word. Corrugated cardboard is one of them. |
| 17 | Office paper, clean office paper is another. |
| 18 | And that just goes to why these guys have |
| 19 | decided to go dual-stream, to try to segregate out |
| 20 | those materials even more, so they don't get the |
| 21 | food waste contamination or the liquids |
| 22 | contamination or anything else because there are |
| 23 | still markets available for those. |
| 24 | MR. BRENNER: One more question, because this |
| 25 | just popped into my head. But with this plan |

<p>| 1 | supposed to be looking ten years forward, I |
| 2 | suppose, we're going to start seeing things in our |
| 3 | streams that we don't see right now on a large |
| 4 | scale. |
| 5 | I don't know that in our community necessarily |
| 6 | at this point that we have a whole heck of a lot of |
| 7 | hybrid cars with the batteries. But those are 700 |
| 8 | volts DC. I mean, you get some poor soul there who |
| 9 | decides that he's going to take his battery out by |
| 10 | himself, he's going to electrocute himself, and |
| 11 | he's going to die. That's a lot of current on the |
| 12 | DC level. |
| 13 | You know, lithium ion batteries, a humongous |
| 14 | fire risk, whether we're talking in our landfills, |
| 15 | at our recycling centers, whatever. You know, so |
| 16 | when we start talking about this plan and, you |
| 17 | know, perhaps education a little bit, where do we |
| 18 | start fitting these things that aren't maybe |
| 19 | problems yet, but they're going to be based on |
| 20 | where our society is going in terms of using |
| 21 | electronics and using all different things that we |
| 22 | use in everyday type of activities? |
| 23 | MS. DUNCAN: And I think that's going to be an |
| 24 | ongoing thing. I mean, I think part of the plan is |
| 25 | going to be to evaluate those materials probably on |</p>
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<tr>
<th>MR. KASHATUS:</th>
<th>Can I talk to you?</th>
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</thead>
<tbody>
<tr>
<td>MR. BRENNER:</td>
<td>Yes, Certainly.</td>
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<td>I'd like to have an event down in Newport. Maybe if you can give me some advice on it.</td>
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<tr>
<td>MR. BRENNER:</td>
<td>Sure, I'd love to.</td>
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<td>MR. KASHATUS:</td>
<td>I did say I'm with the Newport Township Community Organization, and we're 501(c)(3), all volunteer. I recycle metals, and that's how we support ourselves. That's our fundraiser, recycling metals. We've been pretty fortunate with it. We were able to pay our expenses, and we got some money in the bank. My one comment on metals. When Mascaro was taking our recycling for us, or waste at the curb and all -- and we have a method where we have one big junk pickup once a month on the first Thursday of the month, especially in Glen Lyon; and Friday in the other communities. I asked them about appliances and stuff like that at the curb, and I was informed by Mascaro that when they put an appliance in the packer and all, they don't take it out. And I guess they were using Alliance up there for getting rid of their stuff and so forth.</td>
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| MR. PIEPOLI: | What's that? |
| MS. DUNCAN: | Was your comment the public/private partnership? |
| MR. PIEPOLI: | Oh, yes, that was it. |
| MS. DUNCAN: | Okay. I just want to make sure we hit you. Your turn. |
| MR. KASHATUS: | My turn. I'd like to see John when we're done here. I have a comment about waste management and so forth. And you do e-waste recycling? |
| MR. BRENNER: | We partner with companies that do. |

| MR. PIEPOLI: | Yeah, you guys pick it up now. |
| MR. KASHATUS: | Yeah, you guys pick it up now. |
| And I want to tell you that I'm very admirable of the guys that you send down working in Newport Township. They have a good attitude. They hustle. You got one guy working on the back of the truck; you got one guy driving. And the driver gets out of the truck when he has to. Mascaro didn't do that. |
| MS. HAMROSE: | I'm glad to hear that. Thank you. I'll pass that along. |
| MR. KASHATUS: | I want you to know that the guys that work for you, they work hard, and they're very admirable. And they're very personable guys also. So any time I have the opportunity to help |
MS. DUNCAN: Absolutely. Anything else?

MR. KASHATUS: Palmira helped me out; she goes to all of the meetings.

MS. DUNCAN: We’ve come back to you. Anything since the group’s kind of had a discussion here.

MS. DAVIS: Most of the conversations have gone into recycling and garbage and stuff like that, obviously.

From my perspective, you know, as a resident, I can see a lot of things that I agree with or maybe didn't understand before, which has been helpful. But I think primarily what I would bring to the group would be more of some of the projects that Beth deals with.

Like in addition to the recycling and the tire collection and things like that, they do the paper shredding. And that has been -- actually, I think it’s grown quite a bit over the past two years.

And I’d like to see more of the municipalities take an active interest into it.

The reason that I say that is from our end, we’re an onsite shredding company, so we come to you. Our equipment is expensive. So when we get a resident that contacts us, it’s actually expensive to go there. Sometimes it might be difficult to

event that Beth deals with.

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get a house, depending upon the streets and stuff like that, where they’re located.

So these events provide them the opportunity to bring their stuff, and then they don’t have to pay because it’s part of something that their town is offering. It works out very well for us because then we don’t have to turn anybody away. A lot of time, I’ll tell them, there’s an event coming up; or contact your municipality, maybe they’ll want to hold an event.

And we’ve actually gone from holding, I think the very first year, one, to this year we have, like, 15 or 16 already scheduled. So it’s definitely a growing program. It’s beneficial.

The municipalities get to include that paper, the paper waste, in their total every year, so it’s a win for them. They also get to shred their own stuff so they don’t have to pay for that expense. We have a lot of them that cleared out old records and stuff like that. Then this way things don’t end up in the landfill.

MS. DUNCAN: So for your company, do you recycle the material that you --

MS. DAVIS: We do. We do. So we try to make sure that when we’re at these events, that we’re

them, if I can help them or if I give them a drink, they appreciate it, and they show it.

MR. HAMROSE: That’s great. Thank you. I’ll pass that along.

MR. KASHATUS: What we done with our -- we have a quarterly newsletter. You’re talking about contamination. We try to address that in our quarterly newsletter because the issue was brought up at a commissioners’ meeting, and we discuss that in our newsletter. And that’s how we try to get the message out.

And I’m a believer that contamination is pretty bad, and it can be improved, you know, less contamination. There’s a lot of room for improvement there.

I see it with my tenants, and I’ll send a letter to my tenants about it. I have five apartments. I send a letter to my tenants about contamination, try to explain to them they gotta start washing their cans out and bottles and stuff like that.

So if it’s at all possible, when we meet the next time, is it possible to take a photo of the group? Because if I could see people and have your contact list and stuff like that, I can learn who we are a lot more. Because I know John because you got a reputation. This guy said a lot today; I don’t even know who you are.

MR. BRENNER: Sorry.

MR. KASHATUS: You know, I listened to every word you said today. And the guy from Wilkes-Barre, you know, I don’t know who’s who.

And I call you the guy from Wilkes-Barre.

MR. FRATI: That’s what everybody calls me.

That’s all right.

MR. KASHATUS: I want to say, I think it would be good if we would know each other. Palmira, I know, because I work with Palmira, and she’s a very dear friend.

MS. DUNCAN: I’ll try to work with Beth and see if we can’t maybe just get with the contact list, like Linked-In or Facebook pictures, and we can probably do that right on the website. And anybody that we don’t have, we can update for the next SWAC meeting.

MR. KASHATUS: That’s the comments I have. I anticipate, from what I’ve gathered here today, we’re going to have a commissioners’ meeting on Monday. I’m going to try to put something together and tell them what’s going on here.
| 1 | going through it to make sure batteries and plastic |
| 2 | and stuff like that, we try to keep it as clean as |
| 3 | possible so that when we do take it to the |
| 4 | recycling center, it's not going to get rejected. |
| 5 | And it's actually going to go through, you know, as |
| 6 | office paper. |
| 7 | **MS. DUNCAN:** Out of curiosity, how many |
| 8 | residents do you get calls from? |
| 9 | **MS. DAVIS:** Well, let's put it this way: We |
| 10 | probably do at least two a week, at least two a |
| 11 | week. |
| 12 | **MS. DUNCAN:** That you actually go to? |
| 13 | **MS. DAVIS:** That's not counting the ones that |
| 14 | we try to refer to events that we know that are |
| 15 | happening and that are willing to wait. |
| 16 | I mean, you'll still have that one that goes, |
| 17 | no, I want it done now. You'll see it done at the |
| 18 | event because we do it onsite; everything is |
| 19 | shredded right there for you. But they'll be, |
| 20 | like, well, that's like a month away; can you come |
| 21 | next week. |
| 22 | So it depends, but we do get a lot of |
| 23 | residential calls. |
| 24 | **MS. DUNCAN:** Okay. All right. That's really |
| 25 | interesting to me because it's not something I hear |

| 1 | often about, paper-shredding being something that's |
| 2 | in high demand, especially at the residential |
| 3 | level. I mean, commercial side, yeah, we always |
| 4 | have -- there's always Shred-it and different |
| 5 | companies available. |
| 6 | **MS. DAVIS:** You'll be amazed at how many |
| 7 | people out there -- and some of these events are |
| 8 | really big. Some of these events do really well. |
| 9 | DAMA does really well. I live in Dallas. So, you |
| 10 | know, I put it out to my friends, and then I'll do |
| 11 | a flyer, and then they'll pass it around and put it |
| 12 | out there. And some of these events bring in, |
| 13 | what, 4,000, 5,000 pounds of paper. |
| 14 | **MS. DENARDI:** And that's at no cost to the |
| 15 | towns because they get reimbursed from us. |
| 16 | **MS. DAVIS:** So it's definitely a benefit to |
| 17 | them. |
| 18 | **MS. DUNCAN:** All right. Eddie, anything since |
| 19 | we've kind of come around? |
| 20 | **MR. O'NEILL:** No, we covered a lot of stuff. |
| 21 | **MS. DUNCAN:** We did. |
| 22 | **MR. O'NEILL:** I thought I would try to make a |
| 23 | contribution, but I think we covered quite a few |
| 24 | things here. |
| 25 | **MS. DUNCAN:** You obviously participated in the |

| 1 | dual-stream, so you kind of piggy-backed on that |
| 2 | one. That was a good one. |
| 3 | Well, I appreciate you guys all coming and |
| 4 | sharing your thoughts. This gives me honestly just |
| 5 | insight into Luzerne County, into what you guys do, |
| 6 | into the operations that are already in place in |
| 7 | Luzerne County; for you guys, what you're doing at |
| 8 | the municipal level in Luzerne County, interest |
| 9 | groups. It just gives me more insight into what |
| 10 | the county is like. |
| 11 | So down to No. 6, our last one on the agenda. |
| 12 | Obviously, we've had an open discussion on this. |
| 13 | Are there any other general comments that anybody |
| 14 | would like to make before we kind of finish up and |
| 15 | plan the next? |
| 16 | (No response.) |
| 17 | All right. Next meeting date, I was talking |
| 18 | to Beth, I don't know that we'll have maybe a date, |
| 19 | per se, hammered down. I was thinking November. I |
| 20 | kind of like to separate these out. We essentially |
| 21 | will have two SWAC meetings this year in 2019, and |
| 22 | two SWAC meetings in 2020. |
| 23 | The first SWAC meeting in 2020 is probably |
| 24 | going to hit about this same time. The second SWAC |
| 25 | meeting in 2020, I foresee happening sooner than |

| 26 | like a November equivalent because we'll be done |
| 27 | with the plan. We'll be looking for you guys to |
| 28 | provide your recommendations. |
| 29 | So with that being said, November is what |
| 30 | we're looking at. Thursday obviously seems to be |
| 31 | great. This is a good turnout for a SWAC meeting. |
| 32 | So we'll stick with a Thursday at 4:00. And I |
| 33 | think, Beth, if you just want to check your |
| 34 | schedule or send a note out to everybody and see |
| 35 | which Thursday in November works. |
| 36 | **MS. DUNCAN:** With that, Beth will send out a |
| 37 | notification. We'll get a date set for that next |
| 38 | SWAC meeting. That will be up on the website, as |
| 39 | well, right on the main page, next meeting date, |
| 40 | and the tentative ones. That's all I've got for |
| 41 | the good of the group. |
| 42 | **MS. MILLER:** So in the meantime, we can go on |
| 43 | the website and things will be posted on there. |
| 44 | **MS. DUNCAN:** Exactly. There will be a |
| 45 | tentative schedule, and the meeting minutes from |
| 46 | today will be up there. Like I said, give it |
| 47 | probably two to three weeks to be active and have |
| 48 | all the information up. |
| 49 | One thing I will mention before the November |
| 50 | SWAC meeting, we probably will have draft chapters |
ready to go. So probably in a reminder email from Beth of the meeting, she will also let you know that draft chapters are up on the website for review. And then we would welcome comments on that prior to the meeting. We'll obviously discuss it at the meeting, as well. But just as a heads-up.

MR. O'NEILL: Is this location okay for everyone? Because on Thursday nights, I know we could probably use the council meeting room if that would make for a better environment for the dozen or so people that are here to work together.

I only say that because if we're going to be using any kind of screen or computer, then this would be a good location. But if we're going to be sitting around talking as we were tonight, it might be better to do it at our council meeting room. I think it's a little bit more user-friendly instead of sitting and trying to look through computer screens here. Just a suggestion.

MS. DUNCAN: Sure. I won't have chapters up on a computer screen or anything like that to go through for the meetings.

MR. O'NEILL: I can check into that. I'll work on that with Beth. I think it's a little nicer for what we were doing here tonight, if
that's going to be similar for the next meeting.

MS. DUNCAN: It will, yes.

All right, everyone. Thank you very much for your participation. I really appreciate it. I'll see you in November.

(Meeting concluded at 5:49 p.m.)
AGENDA

1. “Housekeeping” Items
   Time tracking – sign in and out sheet
   Track meeting mileage for local grant match
   “Paperless” Distribution of Materials
   https://luzernecountyswmp.com/

2. Waste Projections
   Current/Projected waste disposal and recycling rate

3. Draft Chapter Review
   Draft Chapters will be posted to the website
   Comments may be submitted electronically to Luzerne County (Beth DeNardi)

4. General Public Comments/ Issues/ Set Next Meeting Date/ Adjournment for those SOI respondents

5. SOI Responses
   Review responses
   Recommendations Memo
   SWAC to discuss/recommend facilities for inclusion in the Plan Update

6. General Public Comments/ Issues/ Set Next Meeting Date/ Adjournment
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<tr>
<th>Name</th>
<th>Email Address</th>
<th>Organization</th>
<th>Round Trip Mileage</th>
<th>Millage</th>
<th>Time In</th>
<th>Time Out</th>
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200 North River Street, Wilkes-Barre, PA 18711
Luzerne County Courthouse – Council Meeting Room
October 24, 2019, 4:00 PM

Luzerne County Solid Waste Advisory Committee Meeting #2
## Luzerne County Waste Projections

### Waste Type

<table>
<thead>
<tr>
<th>Year</th>
<th>County Population</th>
<th>County Population</th>
<th>Estimated MSW &amp; C&amp;D (not including recyclables) Requiring Disposal</th>
<th>Estimated Recyclables &amp; Organics Diverted</th>
<th>Total Typical MSW, including C&amp;D, and Recyclables</th>
<th>Recyclables Diversion, as a % of Typical MSW (including C&amp;D)/Recycling</th>
<th>Special Handling Waste</th>
<th>Estimated Sewage Sludge Generated</th>
<th>Estimated RMW Generated</th>
<th>Estimated Ash Generated</th>
<th>Estimated Asbestos Generated</th>
<th>Total - All Categories of Special Handling Waste</th>
<th>Total - All Categories of Municipal Waste (Net of Recycling)</th>
<th>Total Residual Waste Generated</th>
<th>Total - Municipal Waste, All Types + Recycling/Organics + Residual Waste</th>
<th>MSW/Special Handling Waste+C&amp;D</th>
<th>MSW/Special Handling Waste+C&amp;D+Residual</th>
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<td>308,770</td>
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<td>38%</td>
<td>29,138</td>
<td>27,404</td>
<td>186</td>
<td>2</td>
<td>3,205</td>
<td>29,138</td>
<td>373,897</td>
<td>22,377</td>
<td>417,277</td>
<td>253,653</td>
<td>253,653</td>
</tr>
</tbody>
</table>

10/2019
MEMORANDUM

TO: Luzerne County SWAC Committee Members
    Luzerne County Council
    Luzerne County Solicitor
    Luzerne County Recycling Department

FROM: Ashley N. Duncan, P.E.
      Project Engineer
      Barton & Loguidice, D.P.C.

DATE: October 24, 2019

RE: Luzerne County Municipal Waste Management Plan — 2021 Update
    Solicitation of Interest for Municipal Waste Processing/Disposal Capacity
    SOI Submissions, B&L Tabulations and Recommendations
    Recommendations for Selection of Disposal Facilities

BACKGROUND
A Solicitation of Interest (SOI) document was prepared by Barton & Loguidice (B&L), under contract with Luzerne County, seeking submissions from waste processing/disposal facilities that meet minimum requirements and are willing to commit up to ten years of processing/disposal capacity for acceptance of Luzerne County’s municipal waste, as required by the PA Act 101 County Municipal Waste Planning Process. This SOI document also asked Respondents to indicate their willingness to enter further discussions, outside of the SOI process, regarding continuation of the current public/private partnership with Luzerne County that supports waste management and recycling collection throughout the County. The SOI contained minimum criteria under which Submittals were reviewed in a “pass-fail” screening process, in which items such as minimum quantity and duration guarantees for disposal capacity assurance and other items were evaluated for compliance with the requirements of the SOI. Any facility that “passed” the screening process became eligible for further consideration by Luzerne County, at the County’s option, to enter a disposal contract with the County to provide processing/disposal services.

Transfer stations handling municipal waste from Luzerne County were also asked in the SOI to make a simplified response, committing to proper identification of transferred municipal waste by original county of origin of the waste, agreeing to deliver municipal waste to approved processing/disposal facilities in the County Plan, and agreeing to enter a contract with Luzerne County to confirm these points.
The above-referenced Solicitation of Interest document was prepared and advertised for release in August of 2019 in the PA Bulletin, the Times Leader and the nationally circulated Waste Advantage trade publication. In addition, direct SOI release announcements were mailed to facilities that had accepted a significant amount of municipal waste, annually, from Luzerne County over the past several years, and to other landfills and transfer stations that were known to be serving the geographic region.

A total of six (6) landfills and two (2) transfer stations submitted responses to the SOI.

**REVIEW OF SUBMITTALS AND COMPLETENESS**

A review and initial evaluation of submissions was conducted by B&L. Submission information was tabulated in multiple tables, which are attached. Table 1 contains a summary of Submittal information and completeness details from each of the landfills and transfer stations that responded to the SOI. Table 1 also contains footnotes that clarify Respondents’ positions on certain items. Table 2 contains ceiling tip fees that each disposal facility has committed to offer for disposal of Luzerne County municipal waste over the next ten (10) years. (Note that these ceiling tip fees do not necessarily reflect the rates that will actually be charged at the facility, just the maximum fees that could be charged by contract each year, over the agreement period).

These ceiling tipping fees also do not include the transportation costs for delivery of material to the facilities, which will usually be higher for facilities located further from Luzerne County.

Table 3 presents a list of the proposed backup/ bypass processing/ disposal facilities that each of the Proposers has indicated it will use if needed to meet contractual commitments with Luzerne County during emergencies.

Table 1 summarizes the Submittal information received from Respondents. Deficiencies in some portions of Submittals are noted below:

1. Alliance Landfill and Grand Central Landfill did not provide a Cover Letter. B&L does not consider this a significant deficiency to “fail” the facility for their SOI response.
2. Clinton County Landfill (Wayne Township Landfill) committed less than the 35,000 tons per year, as required in the SOI (32,760 TPY).
3. Alliance Landfill committed less than the 35,000 tons per year, as required in the SOI (31,000 TPY).
4. Grand Central Landfill committed less than the 35,000 tons per year, as required in the SOI (34,100 TPY including sewage sludge).
ELIGIBILITY FOR CONSIDERATION FOR A CONTRACT WITH LUZERNE COUNTY

The two transfer stations that responded to the SOI provided a cover letter stating that they will abide by the conditions identified in the SOI. The transfer station responses document their conformance to the SOI and Plan Update process and their commitment to follow the requirements of the SOI for transfer stations.

Based on the evaluation criteria, Keystone Sanitary Landfill, Commonwealth Environmental Systems Landfill, and Pioneer Crossing Landfill met all of the minimum requirements of the SOI, and each of these sites is eligible for potential inclusion in the Plan Update.

B&L structured the SOI, as directed by the County Department of Recycling, Solicitor and PADEP, such that 1) as few as one disposal site could be placed under contract with Luzerne County (to meet the PADEP disposal capacity assurance requirement in Act 101), 2) the Plan Update could be structured to allow municipal waste from the County to be delivered to the contracted site(s) or to any processing/ disposal site with a valid operating permit issued by the state in which the facility is located, so long as the facility is named in the Plan Update or 3) the Plan Update could be structured to allow municipal waste from the County to be delivered to any properly permitted waste disposal/processing facility. Luzerne County retains, within the wording in the SOI, the flexibility of contracting with one or multiple disposal sites to secure the required MSW disposal capacity for ten (10) years by Luzerne County. Further, the intent of the SOI is to contract with all transfer stations that handle Luzerne County MSW and that conform to the requirements of the SOI.

TRANSFER STATION AND DISPOSAL SITE SELECTION RECOMMENDATIONS

B&L explained the intent of the County Department of Recycling regarding the structure of the SOI, and reviewed the responses to the SOI from waste transfer stations and disposal facilities with the SWAC at the meeting on October 24, 2019.

The Transfer Station Respondents acknowledged their willingness to conform to the requirements of the SOI. Further, compliance of transfer stations with the Plan Update goals and objectives benefits the County and aids with Plan implementation. Therefore, B&L recommended that these transfer stations be included as contractual partners of the County in the Plan Update, and that the two (2) Transfer Station Agreements be executed with the County. These transfer stations include: the Waste Reduction & Recycling Transfer Station and Lehigh Valley Transfer Station.

The following supports B&L’s recommendation to contract with multiple disposal facilities:
• It is important to recognize disposal sites that are currently used by Luzerne County’s waste haulers. As documented in Table 3.1 of Chapter 3, a significant percentage of Luzerne County’s MSW (approximately 67%) that was disposed in 2018 was taken to Alliance Sanitary Landfill and Keystone Sanitary Landfill. Both of these facilities responded to the SOI. Additionally, a remaining 33% of the MSW disposed from Luzerne County was taken to Clinton County Landfill (Wayne Township) and Commonwealth Environmental Systems Landfill, both of which responded to the SOI.

• Regulated medical waste (RMW) generated in Luzerne County is currently disposed of at Alliance Sanitary Landfill and Commonwealth Environmental Systems Landfill. Of the SOI responses, Clinton County Landfill, Alliance Sanitary Landfill and Pioneer Crossing Landfill stated they are capable of accepting RMW and assured capacity to Luzerne County. CES responded to the SOI that they are not capable of accepting RMW. Based on these responses, it is recommended to include Alliance Sanitary Landfill, Clinton County Landfill, and Pioneer Crossing Landfill in the Plan Update to assure disposal capacity of RMW.

• The majority of sewage sludge is currently disposed of at Alliance Sanitary Landfill, Keystone Sanitary Landfill, CES Landfill and Clinton County Landfill, which suggests that these facilities shall be included in the Plan Update to satisfy the disposal needs of this waste stream.

• Very little ash waste material is generated in Luzerne County.

• The majority of asbestos waste is currently disposed of at Alliance Sanitary Landfill and Keystone Sanitary Landfill, with smaller portions (less than 50 tons) reported at Chrin Brothers Sanitary Landfill, Southern Alleghenies Landfill, Grand Central Landfill, Western Berks Landfill, Clinton County Landfill, Lycoming County Landfill, and Conestoga Landfill. The vast majority of facilities accepting less than 50 tons of asbestos waste from Luzerne County did not respond to the SOI. Based on the responses received, B&L does not feel it is necessary to approach these facilities for disposal capacity commitments for asbestos waste material (or other waste materials generated by Luzerne County). It is recommended that Alliance Sanitary Landfill and Keystone Sanitary Landfill be included in the Plan Update to satisfy the disposal needs of this waste stream.

• The majority of C&D material is currently disposed of at Keystone Sanitary Landfill, Alliance Sanitary Landfill, Clinton County Landfill and CES Landfill. It is recommended that all of these facilities be included in the Plan Update to satisfy the disposal needs of this waste stream.

• Tipping fees reported in Table 2 of this memorandum, although acknowledged to be “ceiling” rates, are quite variable, and suggest that a Respondent with the most attractive ceiling tip fees should be included in the contracted disposal sites.

• The geographic distribution of Respondents was a consideration, acknowledging that proximity of disposal sites to various areas of the County’s residents is important, due to the potential impact of hauling costs on the County’s citizens and businesses.
• Each of the six (6) recommended disposal sites responded positively regarding their willingness to further discuss the public-private partnership with Luzerne County for waste and recycling management. It was recommended that these discussions be pursued by the County, outside of this SOI contracting process, with the landfills and transfer stations that Luzerne County anticipates contracting with.

B&L recommends that Luzerne County execute Disposal Capacity Agreements with the six (6) disposal facilities and the two (2) waste transfer stations no later than December 31, 2020, when the majority of the County’s current waste disposal contracts expire.

There is a need to include a procedure to add facilities to the Plan Update (after its adoption). Since it is difficult to foresee all circumstances that may occur with disposal sites that may require Luzerne County to evaluate other waste disposal facilities prior to the end of the ten (10) year planning period, B&L recommends to include in the Plan Update a procedure to accommodate adding additional facilities to the Plan. Luzerne County shall retain the sole option of whether to entertain an application for inclusion in the Luzerne County Plan Update, based on the needs of the County at that time.
<table>
<thead>
<tr>
<th>Respondent</th>
<th>Wayne Township Landfill</th>
<th>Keystone Sanitary Landfill</th>
<th>Commonwealth Environmental Systems Landfill</th>
<th>Alliance Landfill</th>
<th>Grand Central Landfill</th>
<th>Pioneer Crossing Landfill</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Landfill and Waste To Energy Facility Submissions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Contact Information</td>
<td>Jay B. Alexander, General Manager</td>
<td>Dan O'Brien, Business Manager</td>
<td>Dan O'Brien, Business Manager</td>
<td>Chuck Raudenbush, Jr</td>
<td>William F. Fox, Jr.</td>
<td>Joseph Valenti, President</td>
</tr>
<tr>
<td></td>
<td>PO Box 209 McElhattan, PA 17748 570-769-6977</td>
<td>349 Durham Drive Dunmore, PA 18512 570-343-5782 <a href="mailto:dano@kslco.com">dano@kslco.com</a></td>
<td>99 Commonwealth Road Hegins, PA 17938 570-343-5782 <a href="mailto:dano@kslco.com">dano@kslco.com</a></td>
<td>100 New Ford Mill Road Morrisville, PA 19067 215-801-9108</td>
<td>2650 Audubon Road Audubon, PA 19403 267-933-6048</td>
<td>2100 San Souci Parkway Hanover Township, PA 18706 570-735-2220 <a href="mailto:jvalenti101@hotmail.com">jvalenti101@hotmail.com</a></td>
</tr>
<tr>
<td>2. Cover Letter</td>
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<td>3. Before Submission Deadline</td>
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<td>X</td>
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<td>X</td>
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<td>5. Completed in Ink or Typewritten</td>
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<td>X</td>
<td>X</td>
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<tr>
<td>7. Correct Number of Copies</td>
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<td>X</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
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<td>X</td>
<td>X</td>
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<tr>
<td>2. Type and Estimated Quantities of Waste to Be Accepted</td>
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<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>3. Proposed Rate Schedule</td>
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<td>X</td>
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<td>X</td>
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<td>4. Company Experience and Operating History</td>
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<td></td>
<td></td>
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<tr>
<td>Lawsuit regulatory actions/laws</td>
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<td>X&quot;</td>
<td>X°</td>
<td>X\textsuperscript{11}</td>
<td>X\textsuperscript{12}</td>
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<tr>
<td>Company Obligations</td>
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<td>X\textsuperscript{1}</td>
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</tr>
<tr>
<td>Contingency Plans</td>
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<td>X\textsuperscript{1}</td>
<td>X\textsuperscript{1}</td>
<td>X\textsuperscript{1}</td>
<td>X\textsuperscript{1}</td>
<td>X\textsuperscript{1}</td>
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<tr>
<td>Deviations from RFP Scope or Specifications</td>
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<td>N/A</td>
<td>N/A</td>
<td>X\textsuperscript{11}</td>
<td>X\textsuperscript{11}</td>
<td>X\textsuperscript{17}</td>
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<td>5. Agreement to Terms and Conditions of RFP, Sealed</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>6. Willingness To Accept Waste for the 10 year term agreement</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>7. Min. Tons/yr Guaranteed MSW/Yr (conventional MSW + C&amp;D)</td>
<td>32,760</td>
<td>132,000</td>
<td>130,000</td>
<td>31,000</td>
<td>31,000</td>
<td>65,000</td>
</tr>
<tr>
<td>8. Integrated Waste Services - Does respondent agree to indicate whether, and include ideas how it might support an enhanced and sustainable integrated waste and recyclables management program</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
</tbody>
</table>

**Table 1**

Luzerne Solicitation of Interest Process - Review of Submittal Forms

Response to SOI for Waste Disposal Capacity

Completeness Review
Table 1
Luzerne Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity
Completeness Review

<table>
<thead>
<tr>
<th>Respondent</th>
<th>Wayne Township Landfill</th>
<th>Keystone Sanitary Landfill</th>
<th>Commonwealth Environmental Systems Landfill</th>
<th>Alliance Landfill</th>
<th>Grand Central Landfill</th>
<th>Pioneer Crossing Landfill</th>
<th>Waste Reduction &amp; Recycling Transfer Station</th>
<th>Lehigh Valley Transfer Station</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Integrated Waste Services - Does the respondent affirm its willingness to enter good faith negotiations with Luzerne to work to identify ways in which respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
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<tr>
<td>11. Notarized Non-Collusion Affidavit</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>12. Resource Recovery/Other Processing Facility Questionnaire</td>
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<td></td>
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<td></td>
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<tr>
<td>Background Information</td>
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<tr>
<td>Permit Information</td>
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</tr>
<tr>
<td>Description of Facility</td>
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<td>Expansion Plans</td>
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<td>N/A</td>
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<td>N/A</td>
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<tr>
<td>13. Transfer Station Submission</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliver waste from the Region only to Designated Facilities listed in the Luzerne Plan</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agreeing to accurately track and report the quantities and types of municipal waste accepted and transferred from the County, by county of origin from which the transfer station receives the waste</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agreeing to submit a copy of your current transfer station operating permit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Shading indicates that proposal is missing this information.

Notes:
1. There are no obligations currently that commit airspace to other parties. However, we make airspace available to other parties by being listed as approved facilities on County Plans throughout the Commonwealth.
2. The Clinton County Solid Waste Authority has a Contingency Solid Waste Disposal Agreement (see attachment G) with the County of Lycoming in the event of a reduction in waste processing/disposal capacity.

N/A= Not applicable
14. The Grand Central Sanitary Landfill, Inc. will utilize any or all of the following facilities as back up in case of any reduction in waste disposal capacity: Alliance Sanitary Landfill and Fairless Landfill.

15. Pioneer Crossing is a designated/approved disposal facility under Act 101 Plans, none of which will impact capacity commitment Pioneer Crossing is making to Luzerne County.

16. The Lehigh Valley Recycling, Inc. transfer station agrees to serve as the backup disposal facility for Pioneer Crossing under the proposal Pioneer Crossing is submitting to Luzerne County in response to the County’s SOI. (See tab 10)

17. Pioneer Crossing’s capacity commitment to Luzerne County after March 2023 is contingent on its receiving a 10 year permit renewal in or about that time. Pioneer Crossing received a Major Landfill permit Expansion in May 2002 and a 10 year permit renewal in March 2013. Permit renewals are routinely granted by DEP, and Pioneer Crossing fully expects to receive another 10 year permit renewal in or around March 2023.

18. Pioneer Crossing owns/has under agreement substantial adjoining lands (over 120 acres) that can be used for expansion. Current landfill has about 14 years of remaining capacity and under DEP Regulations cannot file for expansion until remaining capacity is less than five years. Therefore, no current expansion plans at this time.
Table 2
Luzerne County Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity
Max. Tipping Fees at Disposal Sites Submitted by Respondent

<table>
<thead>
<tr>
<th></th>
<th>Wayne Township Landfill¹</th>
<th>Keystone Sanitary Landfill</th>
<th>Commonwealth Environmental Systems Landfill</th>
<th>Alliance Landfill</th>
<th>Grand Central Landfill</th>
<th>Pioneer Crossing Landfill</th>
<th>Waste Reduction &amp; Recycling Transfer Station²</th>
<th>Lehigh Valley Transfer Station²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1 - 2021</td>
<td>$55.00</td>
<td>$85.00</td>
<td>$85.00</td>
<td>$121.00</td>
<td>$121.00</td>
<td>$85.50</td>
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<tr>
<td>Year 2 - 2022</td>
<td>$56.65</td>
<td>$90.00</td>
<td>$90.00</td>
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<td>$126.00</td>
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<td>Year 3 - 2023</td>
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<td>Year 4 - 2024</td>
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<td>$100.00</td>
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<td>$136.00</td>
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<td>Year 5 - 2025</td>
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<td>$105.00</td>
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<td>Year 6 - 2026</td>
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Construction and Demolition Waste

<table>
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<tr>
<th></th>
<th>Wayne Township Landfill¹</th>
<th>Keystone Sanitary Landfill</th>
<th>Commonwealth Environmental Systems Landfill</th>
<th>Alliance Landfill</th>
<th>Grand Central Landfill</th>
<th>Pioneer Crossing Landfill</th>
<th>Waste Reduction &amp; Recycling Transfer Station²</th>
<th>Lehigh Valley Transfer Station²</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$85.00</td>
<td>$85.00</td>
<td>$121.00</td>
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<td>Year 2 - 2022</td>
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Luzerne County Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity
Max. Tipping Fees at Disposal Sites Submitted by Respondent

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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Year 8 - 2028</td>
<td>$67.64</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>Year 9 - 2029</td>
<td>$69.67</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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</tr>
<tr>
<td>Year 10 - 2030</td>
<td>$71.76</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

N/A: Proposer did not submit prices for this waste type; this waste type will not be processed at the facility.
SOI submitted after deadline

Notes:
1. Annual escalation rate, 3%
2. Transfer Station Max. Tip Fee Submission Not Required by SOI.
### TABLE 3 – SOLICITATION OF INTEREST (SOI) BACK-UP DISPOSAL FACILITIES FOR WASTE DISPOSAL CAPACITY – LUZERNE COUNTY

<table>
<thead>
<tr>
<th>Disposal Facility (Respondent)</th>
<th>Proposed Back-Up Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Wayne Township LF</td>
<td>Lycoming County Landfill</td>
</tr>
<tr>
<td>2 Keystone Sanitary LF</td>
<td>Commonwealth Environmental Systems Landfill</td>
</tr>
<tr>
<td>3 Commonwealth Environmental Systems LF</td>
<td>Keystone Sanitary Landfill</td>
</tr>
<tr>
<td>4 Alliance LF</td>
<td>Grand Central Landfill and Fairless Landfill</td>
</tr>
<tr>
<td>5 Grand Central LF</td>
<td>Alliance Sanitary Landfill and Fairless Landfill</td>
</tr>
<tr>
<td>6 Pioneer Crossing LF</td>
<td>Lehigh Valley Recycling, Inc. Transfer Station (will subsequently utilize a disposal facility listed in the County Plan)</td>
</tr>
</tbody>
</table>
LUZERNE COUNTY

SOLID WASTE ADVISORY COMMITTEE MEETING #2

DATE: Thursday, October 24, 2019
4:00 p.m.

PLACE: Council Meeting Room
200 North River Street
Wilkes-Barre, PA 18711

PROJECT ENGINEER:

Ashley N. Duncan, P.E.
Barton & Loguidice
3901 Hartzdale Drive
Suite 101
Camp Hill, PA 17011-7843

COMMITTEE MEMBERS PRESENT:

Beth DeNardi - Luzerne County Recycling Coordinator
Butch Frati - Director of Operations - Wilkes-Barre City
John Hambrose - Waste Management
Tom Kashatus - Newport Township Community Organization
Ryan Longfoot - Dallas Borough Municipal Authority
Eddie O'Neill - Luzerne County Operations
MS. DUNCAN: Okay, guys. Well, let's kick off SWAC Meeting No. 2. Thank you again for making it out here; I appreciate it.

We are going to do quick introductions, if that's okay, to kind of make sure everybody knows everybody.

Eddie, do you want to start?

MR. O'NEILL: Eddie O'Neill, Luzerne County Operations.

MR. KASHATUS: My name is Tom Kashatus, and I'm from Newport Township. I belong to Newport Township Community Organization.

MR. FRATI: I'm Butch Frati; I'm the Director of Operations for the City of Wilkes-Barre.

MR. LONGFOOT: Ryan Longfoot, Dallas Area Municipal Authority, solid waste.

MS. DeNARDI: Beth DeNardi, Luzerne County Recycling Coordinator from the recycling office.

MR. HAMBROSE: John Hambrose from Waste Management.

MS. DUNCAN: And I'm Ashley Duncan with Barton & Loguidice, the consultant for the solid waste management plan.

All right. So to go over a couple items.

One, does everybody have an agenda?
The first thing we're going to do is the same thing as the last time, housekeeping items.

Time tracking; our sign-in sheet for our grant match. It looks like everybody did that when they got here. Make sure we track meeting mileage.

So for the couple guys that didn't put anything down, if you can approximate how many miles you traveled to get here, that would be fantastic, if you don't mind doing that before you sign out.

And paperless distribution of the materials. I cannot remember if our county website was active at the last meeting. So if not, the website link that is on the agenda, which we'll make sure you get, is where you can go to access the meeting agenda, meeting minutes, sign-in sheets, and draft chapters throughout the whole part of this process. All right.

Any questions on the housekeeping items?

(No response.)

MS. DUNCAN: All right. We're going to get right into it then.

Waste Projections

MS. DeNARDI: In Table 1?

MS. DUNCAN: This one does not have a table label. This just at the top says, Luzerne County
Waste Projections.

I did not bring this handout. This was part of what I sent you earlier. I apologize; I should have printed those, as well.

Let's just talk through it because this will all be part of what is going to be on the website in probably about two weeks so that you all can look at it a little bit more in depth.

Essentially, what we did here is to look at how much waste we thought we might generate in Luzerne County over the 10-year planning period; that being 2021 through 2030.

The way that we do this -- and this is not on the table, so I would have had to explain it anyway -- we look at a per capita generation rate. So that's developed by looking at how much waste material has been generated, all different categories of waste material, over the past five or six years, depending on how steady it's been; or how, you know, if there's been serious fluctuations, maybe we won't look at necessarily an average. And then we divide that by the latest population data. So we do that right now with the 2010 U.S. Census data, and then we generate a per capita rate.

We use that with the population projections
which, I believe, were generated by the Lehigh Valley Planning Commission; I think that's the LVPC. Is that who generated it for Luzerne County, the population projections?

MS. DeNARDI: Who would know that? The planning office?

MS. DUNCAN: Yes, and I think they got us the population projections. I thought it was from the LVPC report, but maybe I was off one.

MS. DeNARDI: I don't know. And the person from the planning commission had another obligation tonight, so we can't even get confirmation on that.

MS. DUNCAN: That's okay. It's all already in the report. But, yes, we obtained from the county population projections out through 2030. I think they actually go out to 2040. And we look at that.

We take the per capita rate that we generated, multiply it by the estimated population for that year, and that's how we get how much we think Luzerne County will generate.

That directly correlates to how much waste disposal capacity we have to assure for the county over the 10-year planning period. So when we asked for responses to the solicitation of interest that I think we briefly talked about at the last SWAC
meeting, that tonnage, that commitment, that we got
back from each of those facilities gets compared to
how much we think we're going to generate over the
10-year planning period.

So that's kind of what this table is
showing in the report. Again, you guys will have
this in just a couple weeks to review. This is how
much material we think Luzerne County is going to
generate.

We have it broken down into MSW and C&D.
For a refresher, that's municipal solid waste and
collection and demolition waste. We also break it
down into *Special Handling Waste* and actually get
into each category of that: Sewage, sludge,
regulated medical waste, ash and asbestos.

We do also project out residual waste over
the 10-year planning period, even though this plan is
not required to assure disposal capacity for residual
waste. I like to look at it just to know how much we
think it's going to generate and to make sure that
the facilities that responded to the SOI can take
residual waste, generally, in the amounts that we
think Luzerne County is going to generate.

So with that, because Luzerne County has
been maintaining a fairly high recycling percentage
over the past several years -- let's see, let's take 2018; you're looking at 36 percent recycling; 2017, 38 percent; and it actually was higher in 2014, 47 percent. So pretty good percentage of recycling.

MR. O'NEILL: What does that percentage represent?

MS. DUNCAN: Absolutely; great question. So that is residential and commercial recycling basically divided out over all the waste generated in Luzerne County, including recyclables. That's how you get your recycling rate.

And we do include everything when we look at a recycling rate. I understand when Beth goes -- and she can probably talk about this a little bit more if we wanted to. But when Beth goes to submit her reports to track for the state to calculate out funding, like grant funding, they don't count all materials. Some materials aren't eligible for that.

But when we're looking at the county's recycling rate, and truly what you guys are doing, we count it all. So we count the tires; we count any kind of construction and demolition material.

We do look for outliers, which I didn't see any in Luzerne County. Sometimes that can mean you have a recycling processor in your county that's
taking material from outside areas. Great example of
that is Mahantango, if you're familiar at all with
the tire recycler. When we were doing, it was a
Mifflin/Juniata combined plan. I think they're in
Juniata County, if I remember correctly. We saw they
were doing barely any recycling, but they were
reporting 18,000 tons of tires. Didn't pass the
laugh test. We kind of knew that wasn't just coming
from Juniata County, so we didn't feel that was
reasonable to count into their recycling rate because
they're not really doing that as a county; that's
coming from other areas. Again, I didn't see any of
those kind of outliers in Luzerne County.

So, again, you guys are above the 35
percent goal of the state. So my thought is right
now, we want to sustain it.

MR. O'NEILL: Just out of curiosity; I
don't want to hold you up.

MS. DUNCAN: No, not at all.

MR. O'NEILL: Is there a percentage of
recycling that typically is -- like, if I were
recycling a hundred percent of recyclable materials,
is there a percentage of overall waste that they use
as a reference point?

MS. DUNCAN: No, there's not. It's been
changing so much. It's a great question. It's been changing so much over the past couple years because of light-weighting materials, the move away from glass containers, and a lot of stuff getting put into plastics or even, like, aluminum. I think everybody in the industry has an understanding that you are never going to reach that 100 percent recycling; it's just not feasible. Everything is not recyclable.

There's never been a determination, though, on currently, with the markets that we have, the manufacturing that we have, does the equivalent of a hundred percent look like 60 percent? Does it look like 50 percent? There hasn't been any kind of number developed by the state on that.

MR. O'NEILL: I'm only asking because when you say that our recycling percentage is whatever, 40 percent, somebody who really doesn't know might think, does that mean we're recycling 40 percent of what we can be? Or is it 40 percent of our overall waste?

MS. DUNCAN: Right, it's a great question. And it's something, I think, the state is definitely looking at, but they haven't changed anything.

Right now, we go by weight, and it's not the best way to do it; I think everybody in the
industry agrees to that. But the state hasn't come up with another way to measure this.

So, again, to your point, we don't know a way to say we've recycled a hundred percent of what we actually generate that could be recycled, because some textiles and stuff are just not recyclable.

What I will say, though -- and I think this is kind of how you have to gauge it -- and, generally, this is what the state has also said -- you look at what others are doing in the state of Pennsylvania. Most counties in the state of Pennsylvania aren't even near 35 percent recycling rate. A lot of the ones that I work with are down around 25 percent, or significantly less.

So, generally, I use the state's goal -- and there's not a mandate or anything like that -- but the state's goal of 35 percent as a good marker. If you're doing around 35 percent or more, you are really doing what you can right now.

There may be markets you can target to, you know, get different streams out based on what the market conditions are. But I think, my opinion, over the ten years, if you do that, I think other things are going to fall, or other weights are going to fall. And I think you're going to kind of balance
out around that percentage rate regardless.

So, yes, I think you guys are doing a very
good job. And because of the numbers that I pulled,
I think our task in the plan is to figure out how to
sustain that, how to sustain those programs, how to
maybe build off of those programs. And we can
certainly look if there's any additional programs
that we can run, but I really do think you guys are
covering the vast majority of them at this point.

So that's a little bit about the waste
projections. Like I said, to get really into the
numbers, there's no point in me kind of listing these
out to you here today, but they will be available.
They're in Chapter 3 of the plan when you get into it.

And that will be up on the website probably
within the next two or three weeks. So definitely
take a look at it, and we can talk about any
questions you have at our SWAC Meeting No. 3.

So I know I mentioned about sustaining, but
what does that look like? My estimate is to sustain
a 39 percent recycling rate over the 10-year planning
period, every single year over the 10-year planning
period.

And the reason for that is the population
is estimated to decline over the 10-year planning
period. So as you think about it, as the population declines, you're probably going to generate less waste, not a lot, but a little less waste and a little less recycling.

So just to maintain that 39 percent, you're going to have to continue to strive to do the programs that you are and really encourage residents to continue recycling. You're going to have to boost your programs a little bit anyway just because you're losing some population over the 10-year planning period.

**MR. FRATI:** Question: That number that you're referring to with the population dropping, who's gathering that information? How do we know if the populations are dropping? Where is that information coming from?

**MS. DUNCAN:** Absolutely. That comes from the county. We don't do population projections as part of this solid waste management plan.

**MR. FRATI:** Okay.

**MS. DUNCAN:** I think it came from the planning commission, but what reports they went to, to gather that data, I'm not sure off the top of my head, but I will certainly get that for you.

We got it from Beth when she sent it over.
I have all that; I just don't remember off the top of my head.

MR. FRATI: Because Beth and I had a conversation earlier. Five years ago, four years ago, we were using two packers for municipal waste and two on recycling. We're now up to four in the same area and three. We're collecting municipal waste for not 40,000 people in the City of Wilkes-Barre, as the Census shows; it's more like 48,000 people. And we charted this, and it's becoming a concern because we just can't -- I mean, our tipping fees are through the roof. We don't have enough employees, that sort of thing. So I was just curious where that came from.

MS. DUNCAN: Yes, it comes from the planning commission.

MR. FRATI: Is that John Petrini? Who is the planner there?

MR. O'NEILL: Heath Eddy. John Petrini is the transportation planner, but Heath Eddy is the director.

MS. DUNCAN: All right. So I've referenced this a couple times already, but moving on to Agenda Item No. 2.

The draft chapters will be posted to the
website in the next two or three weeks. At that point, I would like you guys to go on to the website that we referenced earlier and take a look at them and provide any comments that you would like.

It will be up there as a PDF and a WORD document, as well as all the appendices. And you are welcome to, you know, track changes with comments in the WORD document or print a PDF out and write comments, as long as you can get them over to Beth, preferably electronically. But if you wanted to mail them to Beth, I'm sure she would accept that, too.

We would like comments back, let's say, by the end of the year. I know with the holidays coming up, we are busy with other things, but let's say by the end of the year we would like comments on that.

We will run through probably at least one more draft. After you all get us comments on this first one, we will develop another draft, and we will send it out for comment again -- at least one more round, if not two, before the next SWAC meeting.

At that point, though, at the next SWAC meeting, we're assuming we really have all your interim comments, and we're going to be looking for, essentially, your approval to release it for municipal comment, as we're required to do.
So this is the first draft. Expect at least one more; if I can, I'll do three.

Okay. So with that, I did have kind of a short agenda for this meeting.

John, you might be the only one here -- nobody else here responded to the SOI. You guys are the only ones with an SOI response, okay.

So we're going to get ready to go into the SOI responses and take a look at the Recommendations Memo. I'll pass that out to everybody, and we can look at it.

But if we wanted to start any discussion about the Recommendations Memo, John, I will ask at that point, you are free to go since not all the other facilities are here to obviously speak for their own responses. We try to keep that fair by allowing the open discussion just with us.

So with that, let me pass out the Recommendations Memo.

Just to remind everybody, the SOI was the Solicitation of Interest. That was the request for waste disposal capacity.

MR. HAMBROSE: So when you go through the responses, after that, do you want me to bail out?

MS. DUNCAN: Yes, yes. You're welcome to
bail out after that.

MR. HAMBROSE: Okay. Thank you.

MS. DUNCAN: All right. So the SOI is the Solicitation of Interest. We sent this out for waste disposal capacity assurance over the 10-year planning period. We asked waste disposal facilities and transfer stations to respond. They had, I think, about four or five weeks to formulate a response back to us on this.

Essentially, what we were asking them for, there was a lot of background information we like to gather from them. We want to make sure they're in compliance with the state, and they have an active permit; that there's not a ton of NOVs that they're getting, you know, every couple weeks at their facility.

We asked them about how much disposal capacity they're willing to assure to Luzerne County for every year for the 10-year planning period.

We asked them if they're willing to discuss a public-private partnership, continuing a public-private partnership with the county.

We asked them for ceiling tipping fees; that's the max amount they would ever charge somebody over the 10-year planning period, with some caveats.

Any agreement that they would formulate with the
county is not included in those ceiling tipping fees. And I believe transportation costs are also outside of that, just because we don't know how to gauge how much gas might cost, obviously, in five years, or ten years, for that matter.

And we asked them for backup disposal facilities so if anything would ever happen and they wouldn't be able to take waste at their site, but they've assured us capacity, where else would they go with it.

So those are the big things. Like I said, there's a lot of background information about their facility, how big it is, any expansion plans. We don't want to get into a lot of those nitty-gritty items, but we do have that information for the county.

So with that, I, as the engineer for the county doing a solid waste management plan, formulated this Recommendations Memo. This has not been developed with the county; these are my recommendations, again, as the engineer reviewing the SOIs.

I'm not going to read this verbatim; you are welcome to do that. But I will hit on the points that I feel are necessary.

I'm on page 2 of 5. A total of six
landfills and two transfer stations submitted responses to the SOI. And if you look at your tables, you can look at Table 1 or 2. If you look at Tables 1 or 2 that were handed out, the names of those facilities are right there at the top. Okay.

So my review of the submittals and completeness, that would on page 2 of 5. I'm going to start almost towards the bottom of Page 2 of 5.

Table 1 summarizes the submittal information received from the respondents. Deficiencies in some portions of submittals are noted below, and I will read the deficiencies that I found upon my review of the SOI submissions.

Alliance Landfill and Grand Central Landfill did not provide a cover letter. B&L does not consider this a significant deficiency to "fail" a facility for their SOI response.

Clinton County Landfill, also referred to as the Wayne Township Landfill, committed less than the 35,000 tons per year, as required in the SOI. In parentheses behind that, I have the amount that they committed, which is 32,760.

Alliance Landfill committed less than 35,000 tons per year, as required in the SOI. Again, how much they committed is in parentheses at 31,000.
Grand Central Landfill committed less than 35,000 tons per year, as required in the SOI. Again in parentheses, 34,100 tons per year was dedicated to Luzerne, and that included sewage sludge.

So that was my initial review of the submittals that we received. Overall, they were very, very good; they were complete. Obviously, the vast majority of them, over half of them, gave the 35,000 tons per year that we required. That was 10 percent of what we thought the county would generate annually.

On Page 3 of 5, second paragraph, under Eligibility for Consideration For a Contract with Luzerne County, the two transfer stations that responded to the SOI provided a cover letter stating that they will abide by the conditions identified in the SOI.

The transfer station responses documented their conformance to the SOI and Plan Update process and their commitment to follow the requirements of the SOI for transfer stations.

Based on the evaluation criteria, Keystone Sanitary Landfill, Commonwealth Environmental Systems Landfill and Pioneer Crossing Landfill met all of the minimum requirements of the SOI, and each of these
sites is eligible for potential inclusion in the Plan Update.

Okay. Now, to get into my recommendations, they start on the bottom of Page 3 of 5, under Transfer Station and Disposal Site Collection Recommendations.

The following supports B&L's recommendation to contract with multiple disposal facilities. And I apologize, there are a number of bullet points. I do want to read through these because I do think these are important.

It is important to recognize disposal sites that are currently used by Luzerne County's waste haulers. As documented in Table 3.1 of Chapter 3, a significant percentage of Luzerne County's MSW (approximately 67%) that was disposed in 2018 was taken to Alliance Sanitary Landfill and Keystone Sanitary Landfill. Both of these facilities responded to the SOI.

Additionally, a remaining 33% of the MSW disposed from Luzerne County was taken to Clinton County Landfill and Commonwealth Environmental Systems Landfill, both of which responded to the SOI.

Regulated medical waste generated in Luzerne County is currently disposed of at Alliance
Sanitary Landfill and Commonwealth Environmental Systems Landfill. Of the SOI responses, Clinton County Landfill, Alliance Sanitary Landfill and Pioneer Crossing Landfill stated that they are capable of accepting RMW and assured capacity to Luzerne County. CES responded to the SOI that they are not capable of accepting RMW.

Based on these responses, it is recommended to include Alliance Sanitary Landfill, Clinton County Landfill and Pioneer Crossing Landfill in the Plan Update to assure disposal capacity of regulated medical waste.

The majority of sewage sludge is currently disposed of at Alliance Sanitary Landfill, Keystone Sanitary Landfill, CES Landfill and Clinton County Landfill, which suggests that these facilities shall be included in the Plan Update to satisfy the disposal needs of this waste stream.

Very little ash waste material is generated in Luzerne County.

The majority of asbestos waste is currently disposed of at Alliance Sanitary Landfill and Keystone Sanitary Landfill, with smaller portions (less than 50 tons) recorded at Chrin Brothers Sanitary Landfill, Southern Alleghenies Landfill,
Grand Central Landfill, Western Berks Landfill, Clinton County Landfill, Lycoming County Landfill, and Conestoga Landfill. The vast majority of facilities accepting less than 50 tons of asbestos waste from Luzerne County did not respond to the SOI.

Based on the responses received, B&L does not feel it is necessary to approach these facilities for disposal capacity commitments for asbestos waste material or other waste material generated by Luzerne County. It is recommended that Alliance Sanitary Landfill and Keystone Sanitary Landfill be included in the Plan Update to satisfy the disposal needs of this waste stream.

The majority of C&D material is currently disposed of at Keystone Sanitary Landfill, Alliance Sanitary Landfill, Clinton County Landfill and CES Landfill. It is recommended that all of these facilities be included in the Plan Update to satisfy the disposal needs of this waste stream.

Tipping fees recorded in Table 2 of this memorandum, although acknowledged to be "ceiling" rates, are quite variable and suggest that a respondent with the most attractive ceiling tip fees should be included in the contracted disposal sites.

The geographic distribution of respondents
was a consideration, acknowledging that proximity of disposal sites for various areas of the county's residents is important due to the potential impact of hauling costs on the county's citizens and businesses.

Each of the six recommended disposal sites responded positively regarding their willingness to further discuss the public-private partnership with Luzerne County for waste and recycling management. It was recommended that these discussions be pursued by the county, outside of this SOI contracting process, with the landfills and transfer stations that Luzerne County anticipates contracting with.

And, obviously, there's a few other paragraphs in there, but that's the crux of my recommendations. After reviewing all of the SOI responses, I think it is worthwhile contracting with all of the facilities because each one offers some guarantee on a waste stream that Luzerne County is in need of.

Now, with that, that's my recommendation. If we want to get into any further discussion, John, I will let you head out. Unless, John, you have any questions.

MR. HAMBROSE: I do not. Do you have any
questions for me?

MS. DUNCAN: I do not.

MR. HAMBROSE: I'll thank everybody. I wish you all happy holidays. The next meeting will be in May again?

(Discussion took place regarding scheduling of SWAC Meeting #3.)

MR. KASHATUS: Before you go, I just want to congratulate you on the contract down in Newport. I see you guys got it, and I just want you to know that the guys you got working down there seem like they like to work.

MR. HAMBROSE: They do. Thank you very much.

MR. KASHATUS: I'm impressed with your crew down there.

MR. HAMBROSE: They work very hard.

MR. KASHATUS: I know they do. Even the guy that drives the truck works hard because he gets out of the truck once in a while to help.

MR. HAMBROSE: That's awesome. I'll pass that along to the management.

MR. KASHATUS: I did tell them that you guys were one of the first to be on that TV show.

They didn't know that.

MR. HAMBROSE: Undercover Boss. January of
2010, right after the Super Bowl. We had very good placement of that show.

Thank you very much everybody. I'll look for the draft on the website.

MS. DUNCAN: Thank you.

MS. DeNARDI: John, have a nice holiday.

(Mr. Hambrose exits the meeting.)

MS. DUNCAN: Okay. So with that, that Table 3 and 4 that I handed out, that's kind of a paper copy of how much material each facility has guaranteed to Luzerne County over the 10-year planning period.

This is part of our Chapter 3, and I like to do this table because I think it gives a very clear and concise representation of whether or not we met disposal capacity, which is really the big reason behind why the state wants us to do this plan.

So as you can see from this table, the total disposal capacity assurance for MSW, C&D and special handling waste that was committed to us from the facilities was a little over 421,000 ton. And the total disposal capacity assurance that some of the facilities guaranteed us just for sewage sludge was an additional 12,500 approximately. That gave a total capacity assurance of a little over 434,000
tons a year.

When we did our projections, we thought for MSW, C&D, special handling waste and recyclables -- if every recycling program you guys currently have completely went away and everything got landfilled, we would need about 402,000 tons of space to cover all of that.

I don't think your recycling programs are going away in ten years; I certainly hope not because that's what we're trying to do is preserve them. So assuming we are going to do that, we can take about 145,000 tons, almost 146,000 tons, out of that need, which puts us down around 257,000 tons. Obviously, you can see, we met that.

MS. DeNARDI: Ashley, I have a question for you.

MS. DUNCAN: Absolutely.

MS. DeNARDI: If I'm not mistaken, the last time we did the plan, we had to secure airspace for MSW. Is it necessary for us to secure airspace for sewage sludge, C&D and MSW, in addition to special handling waste? Is this all part of the extension for the state now for the 10-year plan?

MS. DUNCAN: It is. So all of those items are considered a municipal solid waste. They're just
not what we consider typical municipal waste, which
is your commercial and your residential.

MS. DeNARDI: Right.

MS. DUNCAN: So, yes, we have to assure
capacity for all of that. The only thing we do not
have to assure capacity for is residual waste and
hazardous waste.

MS. DeNARDI: Okay. And if one of these
facilities accepts hazardous waste, that would not be
grounds for excluding them, correct?

MS. DUNCAN: No, no, absolutely not. And
that's why we ask them to give us assurances on MSW.
And we break it out: MSW, RMW, sewage sludge.
Because not every facility can take all of those
materials. So we actually figure out what they can
take of MSW, C&D, sewage sludge. And then I try to
look at the numbers of what we're projecting for
sewage sludge and all these other special handling
wastes to make sure we've got facilities that can
take that material. That's part of that
recommendations memo of why some of the facilities, I
think, should be included.

So I gave you five pages of a recommendations
memo pretty quick, but do you guys have any questions
on the SOI responses from any of the facilities?
MR. KASHATUS: I have a question. I don't know what it pertains to, but how do you handle recyclable materials that go out to the curb that never reach the landfill because somebody else picks them up and takes them to the recycling centers? How do you account for all of that?

Because, like, John Hambrose with Waste Management is supposed to take our big stuff one time a month -- appliances, refrigerators and stuff like that. I know some of it never makes it because there are other guys picking that stuff from the curb. How do you handle that? I mean, how do you account for it?

I don't know if that's going on in Wilkes-Barre, in your communities down there, but I'm going to say that at least 75, 80 percent of that stuff that's put out never makes it to the landfill.

MS. DUNCAN: So if it is taken to a private entity, a private recycler, Beth has the fortunate or unfortunate task, depending on how you look at it, of tracking those numbers down. And there is no state requirement for those private entities to report back, like, to the state, for example.

MR. KASHATUS: So it's not accounted for?

MS. DUNCAN: It possibly is not accounted
for, if they do not report it back to Beth that they collected that amount of material.

    MR. KASHATUS: You're talking about a pretty good tonnage of stuff right there.

    MS. DUNCAN: It would be fantastic to get that information, but...

    MR. KASHATUS: If that stuff is never accounted for, and all of a sudden it stops -- because right now, the price is so goshdang low, it's not even funny; it's, like, 2 cents a pound -- 8, 9 cents a pound down to 2. Because if these guys stop picking up that stuff, you're gonna end up with a bigger tonnage than what the gentleman here was talking about.

    MS. DUNCAN: And that's why, when it comes to disposal capacity assurance, I don't like to rely on just enough to get by on what we think the county is going to generate. And that's why, if you're looking at the numbers, when we see how much we were given at four hundred and some thousand tons, and we are only thinking we're going to generate two hundred, that gives us a pretty nice buffer if we need to send material that we weren't anticipating, that gets generated and taken to a landfill.

    And for that reason, that's why, even
though there were three facilities that did not promise us 35,000 tons like we asked for in the response, I think it's important to secure that additional, I think it would have been a total of about 90,000 tons. I think it's important to secure that and contract with those facilities.

MR. LONGFOOT: What were those three?

MS. DUNCAN: Sure. They are: Alliance, Grand Central and Clinton County Landfill.

MR. LONGFOOT: Thank you.

MR. KASHATUS: You know, Waste Management picks up down in Newport one time a month, big items. You're looking at sofas and easy chairs; you're also looking at appliances. And if all them appliances go to the curb and they have to be picked up by Waste Management, they might be thinking about putting another guy on the truck. Now he doesn't have to because it's taken care of by the guys that go around picking it up like me.

MR. LONGFOOT: I think even with the scrap prices down like that, I still think people will collect it and save it; that's what people do.

MR. KASHATUS: My thing, though, is I notice, I look at Harvey Maslo; like, you know, he has a lot more stuff coming in than what he got now.
MS. DUNCAN: And I'll let Beth speak to what kind of success rate, maybe I'll call it, do you think we get of reporting from private entities in Luzerne County?

MS. DeNARDI: It depends. It depends on what it is they're recycling. I can get a much better response from a company that's recycling cardboard, okay, or some sort of fiber. You know what I mean? Plastic is another big one. You know, I can get some metal tonnages.

The towns do a much better job when it comes to -- like Ryan here, for example, will reach out to a lot of his businesses; you know what I mean? While I have an overhead, almost like an umbrella of the businesses in Luzerne County, if the towns should go after this business and get a tonnage, then I give it to them, okay. I take what they don't, basically.

MS. DUNCAN: Right.

MS. DeNARDI: I think one very important factor that we need to keep in mind, and we started it this year, is education. I think education is very, very important.

I think that, you know, for the towns that do collect recycling, educating the residents and educating the businesses on what is acceptable,
making sure it's clean, because contamination is a very big problem. And I think if we can kind of steer the ship around and get it back on course with having everybody put something in clean, that gradually we're going to see our rates go up.

And it's going to take an effort on both parts. You know, it's not just going to be the residential numbers, and it's not just going to be the business numbers. I think it's going to take a lot. Everybody has to cooperate on this, and we're not going to get there overnight. We didn't get here in this problem overnight, and we're not going to get back overnight. But I think if we take small steps, and I think education is a very, very, very important part of that.

And we're going to offer the program again from our office for the towns to advertise again to their residents, you know, in newspapers, on the side of one of your trucks; put it in, you know, a flier with your taxes; however they can get the word out. This is what we need to do.

We've always been very fortunate because our towns are very good, I have to say. I can brag about our county. We have great towns, and we've always come in with great numbers. They work hard to
get them, but we've always come in with great numbers. I think in lieu of what we're doing here, you know --
again, I'm going to go back to the education.

You talked about population. We use the same number, when I figure out the formula for population, that I have been using. You know, until the state calls me or gets in touch with me and says, Beth, here's the new formula you're using. You know, we do just like the other coordinators; we follow the same number pattern and what we're using.

But, again, along those lines and along what we're doing, I think that everybody that's sitting here is well-aware of where recycling is, and we are all just doing everything we can to bring it back up, you know what I mean.

And, again, I'm going to go back to education. I think that we've got to get back to telling people this is the right way to do something. I know that we need the support of anyone that had responded. I know that everyone that has responded does support a recycling program, which I think is fabulous. I think we're very fortunate. Again, I'm going back to education.

MS. DUNCAN: Yes. I think that's a great point.
MR. FRATI: Education is extremely important. We just had a grant from DEP, and we just distributed 17,000 new recycling barrels with recycling information inside. However, not everybody cares to follow what those procedures are.

In our community -- and we've got to get to this point -- enforcement is critical. And that's not a pleasant pill to swallow when you have so many residents.

MS. DUNCAN: Sure.

MR. FRATI: We're leaving recycling behind because it's not properly placed out. However, at some point, that's got to happen because our single-stream recycling is contaminated beyond belief.

MS. DUNCAN: And I will say that enforcement is always a stumbling block -- how to do it, who to partner with for it, how to pay for it. I think that becomes a challenge.

MR. FRATI: And it's not politically popular; I'll say that. And, you know, we're picking it up regardless of what's in there because that's what we do.

MS. DUNCAN: Right.

MR. FRATI: But it needs to be checked, and enforcement needs to happen.
MR. KASHATUS: I notice down in Newport, the employees that pick up the recyclables are starting to leave stuff at the curb if it's contaminated and so forth. So I don't know if that's a part of education or what, but...

MS. DUNCAN: Contracts, too.

MR. KASHATUS: Yeah, they're doing their job. I put papers out the other day, and I had them wrapped in nice bundles, like I always do, with string. And I seen a guy, he was out there, he was cutting the string off and said, Your bundles of paper are contaminated. He said, The string is garbage.

So, you know, I went out there, and I helped him take the string off. I said, Well, how do you put it out. He says, Either put it in a paper bag or wrap it with tape. Is that acceptable?

MS. DeNARDI: Wrap it with what?

MS. DUNCAN: Tape?

MR. LONGFOOT: I think that would be harder to deal with than string. I mean, if you're sorting it...

MR. KASHATUS: I understand. That white cellophane tape, I think.

MS. DeNARDI: I never heard of that.
MS. DUNCAN: But, see, that's a great example of education.

MR. LONGFOOT: We leave stuff back all the time. We just do it on a regular basis. If we get to a can that's contaminated, we have stickers made up already; the guys have them on them. We put a sticker on it. If it's bad, if it's really contaminated, we'll leave the whole container. It's the homeowner; the homeowner's responsibility is to recycle and throw things in the trash. It's their responsibility to separate it, not ours.

MS. DUNCAN: You're absolutely right.

MR. LONGFOOT: And they could easily take all of that and throw it away, but it seems to work for us.

MS. DUNCAN: I've heard a lot of success stories.

MR. LONGFOOT: But there are some things where, we'll be dumping a bin, and there's sneakers, whatever, you know, sandals, whatever in there. We'll take those out; we'll leave those behind with a sticker. So we pull stuff out also.

And I don't know if the other towns -- it's a little more rural for us than it is for some other towns, so I don't know if it's a littler harder for
some other smaller towns.

MS. DUNCAN: It might be a little harder to do on a street or alley when you're picking up; and a lot of times, you're trying to get past cars and stuff. But I think that does become part of a hauling contract, municipalities putting something out for a bid. I think you have to have something in there for contamination and education tied to contamination. I definitely think it's something to think about.

MR. KASHATUS: Well, how does this affect your whole program? If there's stuff going in the recyclable bin that's contaminated and all, people are going to start putting it in the garbage, and it's going to go to the landfill, so you're going to start seeing more stuff.

Education is important. But how does that affect you as far as what you're trying to tell us? You want to see as much recycling as possible.

MS. DUNCAN: Right, right. I think that's just not only because of what I do for the county but because I'm a certified recycling professional. I like recycling.

MR. LONGFOOT: It does cost more to recycle, though, by the tonnage.
MS. DUNCAN: Yes.

MR. LONGFOOT: But you still want to see it, but that's a problem.

MS. DUNCAN: Right. And I think for me, I like to consider myself a realist, a realist recycler. So I am not going to recommend that we implement some crazy program to start trying to recycle all kinds of textiles and stuff like that beyond what you can kind of simply do with looking at community aid boxes or Salvation Army boxes or any of those types of programs.

I'm not going to recommend to the county that we start trying to figure out how to recycle diapers. There are some things that are just not going to be feasible over the ten years.

And I think to Beth's point, and probably to what you're asking, yes, over the 10-year planning period, I think we're going to get back to a cleaner, more simplified recycling system. I think that's going to look like more simplified materials that are getting recycled.

But the reality of it is, the stuff that was being thrown into the containers that wasn't part of that category really was never recyclable in the first place. A lot of that stuff -- I'm not going to
say all of it, but a good majority of it was coming 
out of the back end of the market and going to the 
landfill anyway.

With that in mind, I think that's the point 
to your question. Some of that stuff is already 
accounted for in the landfill tonnage totals that we 
see reported to DEP because it did go through the 
MRF, and it did get landfilled at the end of the day.

Is there probably some discrepancy on did it 
get reported in Luzerne County or maybe some other 
county, some MRF in another county? Sure, I'm not 
going to say that that's not the case. But that's 
probably going to continue. So if it was never 
reported in Luzerne County in the past, it's not 
going to be reported in Luzerne County.

It's going to take us a few years to get 
back to a clean stream, and that's going to also be 
dependent on what kind of education we put out and 
how receptive residents and businesses are to it.

But I think with what we've done, we've 
assured enough capacity that we can handle a little 
bit of flux either way; we can handle a little bit of 
flux. Recycling certainly is a positive direction. 
We can handle a little bit if recycling drops because 
we're cleaning the stream up a little bit.
If the waste tonnage goes up a little bit at the landfills because we are getting rid of some of that material upfront going onto the curb versus at the back end at the MRF, I think we can handle that. And that's what my job is as the solid waste management planner. I hope that kind of explains some of how we've accounted for that a little bit.

MR. KASHATUS: A little bit; not a lot, but a little bit. That's why I'm here, to learn.

MS. DUNCAN: Yes, it's a moving program. And I will say that there's a lot of questions on, you know, what is the recycling program exactly going to look like in five years that I probably won't be able to answer. I know the direction Beth and I and Eddie want to move in. If it's exactly going to look like that in five years, I don't know.

But we definitely want to clean up the stream. We want to clean up what's going into recycling, and we want to educate residents on what's recyclable. I think that's wholly across the board. That's what we're hearing from MRFs; that's what they want us to do.

MR. KASHATUS: There was a time when I went over to Breslau to see the operation over there, to see what the stream was and all of that. And what
was emphasized to the communities that came there is that there was money in recycling. And I thought communities, from what they were saying, that we're going to get a piece of the action; that they were going to get reimbursed for their recyclables and stuff like that. But you're telling me recyclables could be very costly.

MR. FRATI: I can tell you this: We actually, when single-stream first started, we were getting $9,000 a month. Now we're paying $12,000 to get rid of it.

MR. KASHATUS: Well, what happened? That's my question.

MR. FRATI: That's for smarter people than me.

MS. DeNARDI: I can tell you what happened.

MR. KASHATUS: I'd like to know because I'll go back to my hometown now and tell them what happened.

MS. DeNARDI: Here's what happened: First of all, everyone was told that if you go single-stream, that you're going to recycle more items, which you did. They did not lie.

What they did not tell you about was the contamination. While, yes, your recycling rates went
up because you were putting it in one; and, yes, there was less wear-and-tear on trucks, and they didn't need as many people to empty these containers and there was less gas being used, what they didn't tell you about was the contamination, which is where we are at right now, which is why the totals are so low. We are trying to turn that around.

It's not that single-stream can't work. It is easier if you do source separate it; but it's not that the single-stream can't work. The problem is contamination, which is why we started the education, okay.

MS. DUNCAN: Absolutely.

MR. FRATI: The market isn't there either.

MS. DeNARDI: The market is down because, again, of contamination. And everybody across the United States jumped on board with single-stream because, again, what they told you was true; you were going to recycle more.

What wasn't anticipated by some was the contamination. And because it had been let go for so long and not pulled in check, it's gotten to a point now where, yes, you are still going to have the contamination. But now we have to get back to the education again and repetition with education.
We slid a little on recycling. We need to start going forward with it again. It's very easy to slide a little. And there are a lot of factors, and you can't blame it on one thing.

The markets are down. You know, the economy isn't where it should be when it comes to recycling, okay. You know, the commodities are down. You've got a combination of the contamination. You know, what's up today might not be up tomorrow, you know what I mean. There are many, many, many factors that you have to consider. But, again, both of them can work. We need to get back to clean.

I've spoken to the recycling companies. I've spoken to the landfills. I've spoken to the recycling companies. And I've spoken to the haulers and said, What do we need to do to change this around; I'm very concerned. And they said to me, Education, Beth, education, education, education. Which is why we started the education program; we offer it to all of our towns. It is free reimbursement, okay.

I can't say the word enough; I can't stress it enough. We're sitting here with people that deal with the recycling that know if you tell people enough the same thing over and over and over again,
it will sink in. I said it earlier, we didn't get
here overnight, and we're not going to get back
overnight. It is going to take some attention, and
it's going to take some time. And people are going
to have to get back to where it was before in order
to make it work.

MS. DUNCAN: Absolutely.

MS. DeNARDI: I've spoken to the recycling
companies. I've said to them, We started the
education program; is it helping. Yes, it's helping
a little. Okay. So this year, it helps a little.
If we can help it a little bit more next year, why
not? And we'll continue doing it.

But I think as far as, you know, single-
stream and source-separated and all that, you know,
everything that was put out there was exactly what
people were told. And they didn't lie; they didn't
lie. Everybody's totals went up. That's what they
told you; they were going to go up. And it was
great.

Did anybody anticipate we would be here how
many years later with recycling in the situation that
it's in? No. But you know what? Unfortunately,
everybody is in the same boat. So we've got to find
a way to get it back on track again, and that's why I
think we need to get back to the education.

MS. DUNCAN: Yes. And I will say, I want to make sure nobody leaves here thinking that the only solution is -- because I've heard this -- the only solution is to go away from single-stream. I don't think that's the case.

I think these programs are working, like Beth has mentioned; I'm sure you guys are seeing it. And I think single-stream processing facilities are trying, I'll say. They are looking at new technologies to help clean up the stream even more, to source-separate out more material at the MRF itself.

I'm not saying a community can't evaluate it and possibly move away from single-stream, but I think that evaluation needs to be done. And I don't want it to be a knee-jerk reaction as to what's going on right now.

Some combination of drop-offs or source-separated at the curb might be the best solution.

But I don't think necessarily getting completely out of single-stream right now is the end-all be-all solution to all of this.

MR. LONGFOOT: Now that the cat is out of the bag, though, I don't know how towns -- without a fight. I mean, it's not going to be easy for towns
to go back to source-separate. It's not going to be easy.

MS. DUNCAN: No, it's not. There are a couple clients that we had that decided they wanted to try -- well, they came to us and said, We want to overnight switch back to a source-separated program. And we're, like, Pump the brakes.

MR. LONGFOOT: We've talked about it. If we're going to do it, it's going to be a while yet.

MS. DUNCAN: Well, the MRF that you take it to, where do you guys go? Is it a single-stream facility?

MR. LONGFOOT: Yes.

MS. DUNCAN: Right. So you guys source-separate at the curb, hoping that you'll get a cleaner stream. But the reality is when it goes to that facility, it's still going to get dumped on the floor and mixed with everybody else's stuff.

MR. LONGFOOT: Well, that's the problem.

MS. DUNCAN: Now, you won't get the contamination, hopefully, but...

MR. LONGFOOT: Right, we don't get it. But if we source-separate it in the Back Mountain and we bring it down to Northeast to dump it, well, it's all going to get mixed together anyway.
MS. DUNCAN: Right.

MR. LONGFOOT: So I don't understand how that's going to help.

MR. O'NEILL: Why are there municipalities that do source-separate then, if that's the case?

MS. DUNCAN: Some still had it in place.

MR. O'NEILL: Do you know, has Exeter always been source-separating there? I know they have a big recycling program.

MS. DeNARDI: Exeter is not source-separated, no. They used to be source-separated, now everything is all single-stream.

MR. O'NEILL: Really?

MS. DeNARDI: Yes. Their newspaper and their cardboard was separated.

MR. LONGFOOT: And they had fiber separated.

MS. DeNARDI: And it's a fabulous program.

Can we go off the record for one moment.

(Discussion continued off the record, after which, the following occurred:)

MS. DUNCAN: If you're getting charged a penalty for the material that you're recycling -- some are doing this with, like, plastic bags and stuff like that -- it can be a reason to look at maybe a more clean collection at the curb. Again,
though, I'm not going to necessarily say that means a
direct move from single-stream to dual-stream or
source-separated; that might just be an education
program on plastic bags.

MS. DeNARDI: Correct.

MS. DUNCAN: So that's kind of where I am.
I think you have to do an evaluation from start to
finish, and that's probably what you guys obviously
were doing.

MR. LONGFOOT: We're still --

MS. DUNCAN: -- having those conversations,
yes.

MR. LONGFOOT: They're not going away any
time soon.

MR. FRATI: I can tell you, the City of
Wilkes-Barre, we're geared up, logistically-speaking.
The way we collect our curbside collectibles will be
single-stream for the foreseeable future. You just
can't change.

MS. DUNCAN: Right, Yes. And that's
exactly because, I'm assuming, your infrastructure,
your trucks and everything, are modeled for that, and
you would have to do a substantial capital cost.

MR. FRATI: We would.

MS. DUNCAN: So, yes, this is all just some
things to think about. But I just wanted to make
that caveat. We did have a couple communities in
other counties that tried to make a knee-jerk
reaction without really evaluating their system.

MR. LONGFOOT: There were some local towns
I know that jumped back from single-stream to source-
separated. But if you're recycling 300 tons a year
and not over 2,000, it just seems to be a little
easier.

MS. DUNCAN: Absolutely. When you have 20
houses to deal with, yeah, you can deal with it. I
agree, a hundred percent agree.

Any other questions? I lost track a little
bit of what we were talking about beyond the SOI, but
any questions on the SOI responses?

Any other questions on the SOIs, the
tables, the waste disposal capacity assurance that we
provided?

As I mentioned, we will be submitting draft
chapters on the website probably in the next two to
three weeks. I want those to go through an internal
review first. So as soon as the county is done
taking a look at the chapters, then you will get it.

MR. FRATI: Okay. Thank you. Take care.

MS. DUNCAN: Thank you so much.
(Mr. Frati exits the meeting.)

MS. DUNCAN: All right. Anything else for the good of the group?

MR. O'NEILL: Just a quick question. Just out of curiosity, those landfills, they knew what our minimum requirement was?

MS. DUNCAN: Yes.

MR. O'NEILL: What was the reasoning for giving a capacity that's, like, within 85, 90 percent of what we're asking? Is there a methodology or a reasoning for that, that I just don't understand?

MS. DUNCAN: No. I haven't seen this before where it's, like, they're trying to trick us out of that 4,000 tons; no, I haven't seen that.

And that is one commented I wanted to say. I am more than willing to go back to those facilities that donated the less than 35,000 and say, Hey, just as a notification, our minimum tonnage as part of this SOI was 35,000 tons. You guys are at 31,000 tons, are you willing to come up to the minimum capacity that we require.

I'm happy to make that letter. I don't think there's anything wrong with that. The worst they're going to say is no.

MS. DeNARDI: Is there a chance that they
may say no? And if they do say no, are we going to lose them?

MS. DUNCAN: I don't think we're going to lose them.

MR. O'NEILL: We can still proceed as we're planning on right now by allowing them to participate at the lower tonnage.

MS. DUNCAN: Yes, I don't think we're going to lose them all together just because we're going to ask them for an extra four. So, yes, I think we can certainly go back. It might have been that they missed it; that's possible. They might have just missed that language.

MR. O'NEILL: I was just going to say that it's odd that they're that close to it. I mean, if you're talking half tonnage or, you know...

MS. DUNCAN: The only other thing is that that might be all they can commit to us based on how many commitments they have to other counties.

MR. O'NEILL: Yes, that I could understand.

MS. DUNCAN: And I don't know that that -- I mean, I can look at it on the counties that I've worked for, but, unfortunately, I don't have all the counties. I would love that one day, but I don't have all the counties, so I can't go back and look
and say, Okay, you donated 10 percent here, 30
percent here, so that makes up the total 100 percent
that you have available. I'm not sure; that might be
the math that they're doing behind the scenes.
That's why I don't think it's bad to ask them for an
extra four or three, respectively, however much it
was. And we'll see what they say, all right.

If everybody is in agreement with that,
then I am going to go back with that. All right.

MR. O'NEILL: Yes, I'm in agreement.

MR. LONGFOOT: I don't see a problem with
it. I think there's enough buffer there, but...

MR. O'NEILL: I think it's worth a shot
just in the fairness of meeting the requirements. As
you said, if we agree to take them on with less, what
was the point of putting the requirement out there?
If you put it out there and put the max, somebody
might say, why are you letting them in when you
strictly had a requirement. I think you're looking
for trouble if we don't at least attempt it.

MS. DUNCAN: Right, yes.

MR. O'NEILL: And then if we get a negative
response back from one, two or all three of them,
then we have to decide on...

MS. DUNCAN: And if they come back and say,
that's all we could donate because we have other commitments, well, then, that's their reasoning behind it. And we can evaluate them then based on that response.

MR. O'NEILL: Yes.

MS. DUNCAN: So, yes, I think it's worthwhile. So I'll be drafting up letters for Beth to send out on, obviously, county letterhead, letting the facilities know that we evaluated their criteria and, essentially, this is our recommendation.

And for the facilities that donated less than the 35, we will be requesting additional space, asking them to come up to the 35 minimum.

All right. Then that is what I will do. I will be modifying the Recommendations Memo to add in that caveat that we just talked about here, and then I'll finalize the Recommendations Memo, and that will be up on the website, as well, for everybody to see. With that, any other comments?

(No response.)

(Discussion continued off the record, after which, SWAC Meeting #3 was scheduled for May 7th, 2020 at 4:00 p.m.)

(Meeting reported and transcribed by Angela Sallemi, RPR, CRR.)
LUZERNE COUNTY

SOLID WASTE ADVISORY COMMITTEE MEETING #3

DATE: Thursday, May 7, 2020
  2:00 p.m.

PLACE: Teleconference via Zoom

PROJECT ENGINEER:

John J. Wood, P.E.
Barton & Loguidice
3901 Hartzdale Drive
Suite 101
Camp Hill, PA 17011-7843

COMMITTEE MEMBERS PRESENT:

Eddie O'Neill - Luzerne County
Beth DeNardi - Luzerne County
Heath Eddy - Luzerne County
Sam Guesto - Hanover Township
John Hambrose - Waste Management
David Hines - Pittston City
Tom Kashatus - Private Citizen
Ryan Longfoot - Dallas Borough
Palmira Miller - Private Citizen

*Meeting reported and transcribed by
  Angela Sallemi, RPR, CRR
MS. DeNARDI: Okay, John, we're good to go.

MR. WOOD: Thank you, Beth. This is John Wood. I'm with the firm Barton & Loguidice. We're the consultant that is working on the solid waste plan. Previously, you had been working with Ashley Duncan. Ashley has left the firm and taken another job, but she's still available to help but just not regularly.

So the purpose of today's call is to give the group an update. This call is being recorded and will be transcribed for meeting notes. Angela Sallemi is our stenographer. I would ask that as you speak, you introduce yourselves so that she understands who is speaking as we go along today.

We will also want to verify who attends today just so we have it for the record, as well as so we could document this process with DEP. So following today's meeting, we'll ask that you send an email confirming that you attended today, and that will help us document the process.

Can everyone hear me? Is this working?

(All participants responded in the affirmative.)

MR. WOOD: So, like I said, we're currently preparing a solid waste plan. This is the third
meeting of the SWAC. And just to remind everybody, the purpose of the plan, it's a requirement from Pennsylvania DEP to update the plan every ten years. And the main intent is to ensure that disposal capacity for Luzerne County is available for disposal of waste for the next ten years.

The plan is also going to address how we meet the state's recycling goal of 35 percent, and then review current programs as well as potential programs, and then prepare an implementation schedule for that 10-year period. So that's the overall purpose of the plan.

The last plan was prepared in 2010. The current waste disposal contracts that were developed as part of that plan are expiring at the end of the year, so part of this process is to develop new disposal contracts with the private facilities for disposal management of the material that's generated.

We do anticipate at least one more SWAC meeting, and we'll talk about it at the end and schedule subsequent meetings.

So the way the report is organized, there's 14 different chapters. I just want to give you a real quick overview of what is going to be in those chapters. We currently have a draft document. I've
been working with Beth and Eddie to update that. We expect to have a draft document available in about two weeks for SWAC members to start to review. And we'll be posting that on the website where we post the meeting notes, as well as the documents. And we'll have that there, and then we'll be asking for comments from you during that period.

So as we go through the report, there are 14 chapters in the report, if you will. And the setup is pretty consistent across the board the way DEP has developed their requirements through their templates. So by way of background, in Luzerne County, there's 76 municipalities in Luzerne County. It has a population of about 320,000. We're dealing with a combination of 4 cities, 36 boroughs, 36 townships. So it's quite a diverse group.

When we do prepare the draft plan, we will notify all of the municipalities that we have the draft plan, and we ask them for their comment. So from a coordination standpoint, this is great. We have the SWAC; you'll be providing the input on the draft document. But as we work through the review process, we will have involvement by all of the municipalities within Luzerne County.

So what Chapter 1 does also is Chapter 1
describes the waste that's generated. So it's what we
think of with municipal solid waste -- the
residential waste, commercial waste, institutional
waste. But it also addresses construction,
demolition -- C & D; biosolids or sewage sludge;
regulated medical waste; ash; also residual waste. So
residual waste or industrial waste and hazardous waste
is not included.

So this is not a hazardous waste plan, but
it deals with all of the solid waste that's generated
within Luzerne County. Last year, there were about
250,000 tons per year of residential, commercial and
institutional waste generated; about 250,000 tons per
year.

For recyclables, Beth is still working on
her numbers for last year. She's got information from
the boroughs and townships and is compiling that and
has submitted it to the state, but there's a check and
balance that goes on with that, so that's currently
being refined. But we think it's about 130,000 to
135,000 tons of recyclables that were recycled last
year. So that's about a 35 percent recycling rate,
which is consistent with where Luzerne County has been
over the last couple years.

Some of the other waste streams that we
document are regulated medical waste. Regulated medical waste is waste generated by hospitals, nursing homes, etc. Pharmaceutical waste; so that's prescriptions or over-the-counter drugs that are no longer needed or expired.

There are, I believe, 16 drug take-back boxes in Luzerne County. So that's opportunity -- usually, they tend to be at the police station or at a pharmacy or at a hospital where people can take their unused pharmaceuticals and return them. That way they can be disposed of properly.

So Chapter 1 is going to set the baseline of what is the waste that's within Luzerne County.

Chapter 2 talks about a description of the current facilities. Now, there are currently no waste disposal facilities, no landfills, waste management facilities located in Luzerne County. All of the waste that we've talked about goes to six landfills. They are: Keystone, Commonwealth Environmental or CES, Grand Central, Alliance, Pioneer Crossing and Wayne Township or Clinton County Solid Waste Authority. All six of those landfills have contracts with the county, and we do expect that all six of those will continue to be in the county solid waste plan.
We'll talk a little bit later about a solicitation of interest that we did and the responses that we received from those six facilities. Most of the waste goes to two facilities; that being the Keystone facility and the Alliance Landfill.

So, you know, like I said, Section 2 will document currently contracted disposal facilities.

We then go to Section 3. Section 3 estimates future capacity. So, you know, what we’re looking at is between all the municipalities within the county, I think your 2010 population is about 320,000. So what we’re going to do is look at, with that population and the amount of waste that’s generated, how much disposal capacity will we need into the future.

If you look at your projected population, you're actually decreasing. There's a slight decrease in the population in Luzerne County, but that will be figured into the waste needs.

One of the things that's interesting is the per capita waste generation, so the amount of waste that's disposed of in Luzerne County and the amount of material that's recycled in Luzerne County is higher than the national average.

So in Luzerne County, about .75 tons of
material are disposed of as solid waste. And then that compares to about .55 for the national average. And then recycling, we're almost twice. We're about .5 tons per capita per year; you're about .3.

So the amount of waste disposed and the amount of waste recycled in Luzerne County is higher than the national average. So we take those waste composition numbers, or those waste generation numbers, we look at the population. We look at the population growth. And we come up with an estimated future capacity. So that's sort of a math problem, if you will.

But what we show is, basically, a fairly flat or slightly decreasing tonnages that will require disposal into the future for the next ten years. So that's what we have in Section 3 of the report.

Now, when we prepare the estimates, we'll have the estimates prepared for solid waste, recyclables, organics, as well as sewage sludge, ash, asbestos, you know, all the categories of special handling waste. So we'll come up with a total solid waste as well as special waste and have those projections for the next 10-year period.

Now, I did mention the current disposal capacity. The current facilities, the six current
landfills, those contracts expire at the end of the year. We prepared a solicitation of interest, and we sent it out to those six, plus additional facilities. So we looked at additional facilities in the area. We advertised it in the newspaper. We advertised it in a waste management trade journal, and we received a variety of responses.

And what we have are essentially the six facilities again, the six landfill disposal facilities, as well as three transfer stations that have since responded to document. So we will have those facilities included in the plan moving forward. So there is essentially no change in the facilities that we will be continuing to use.

Now, when we look at the available capacity that those facilities can provide, like I said, in the beginning of Chapter 3, we'll come up with total tonnages that are needed, and that's about 250,000 tons. And then we'll look at how much capacity can those landfills provide, what are they willing to commit to. And they are willing to commit to over 520,000 tons.

So, basically, we have twice the capacity available to us than what we expect and need on a yearly basis for the next ten years. So that's the
good news, and that sort of reflects what we're seeing
across Pennsylvania today in that in areas where we
have multiple facilities, we do have available
capacity to meet the needs of the county.

So that will sort of be the test that we
show in Chapter 3 of this is what we need and this is
what we see is out there in the market place.

Any questions? Do any of you have any
questions so far? Let's take a short break here.

MR. GUESTO: Hi. This is Sam Guesto
speaking.

MR. WOOD: Yes, sir.

MR. GUESTO: I have a few. So with the
addition of transfer stations, we have one in our
township. A couple items: One, when you say we have
the capacity, does that take that into account?
Because they're actually transferring them out to
landfills; correct?

MR. WOOD: Correct. That takes it out to a
landfill. A transfer station is not included in the
capacity analysis.

MR. GUESTO: Okay. Basically, that's the
question I had. I appreciate that.

The other item is, if the recent spike in
the trash collection that we've all had in our
municipalities due to this pandemic, will that affect your numbers at all going forward if we're not back to -- if we're back to a new normal?

MR. WOOD: I think the new normal depends on what trash you're talking about.

MR. GUESTO: Just in my township alone, we're doing 20 extra tons of municipal waste and 5 extra tons of recyclables per week. We're single-stream.

MR. WOOD: Yes. And what I've seen throughout the state is that is definitely occurring on the residential side. What is happening is on the commercial side, that tonnage is going down. So we're seeing a spike, an increase, in the residential and a decrease on the commercial side.

MR. GUESTO: Okay.

MR. WOOD: John, I don't know, since you're at the landfill there with Waste Management, generally, what trends have you seen over the last month?

MR. HAMBROSE: John, in general, what you said is very accurate. I did speak to someone at one of our transfer stations today outside of this region, and they are beginning to see increased volumes, they think, just by commercial customers who are starting
to clean up in advance of reopening.

MR. WOOD: Okay. I mean, I'll be honest, I'm working from home. My wife is laid off during this period. She's been off work for about six weeks. My basement got cleaned. The garage got cleaned. I put more trash out in the first month than I have in all previous months. So I think that's what we're seeing happening. Plus, people are at home now as opposed to being at work. So, you know, your lunch waste is at home as opposed to your lunch waste being at work.

MR. GUESTO: Okay. Thank you very much. I appreciate your explanation.

MR. WOOD: So that's Section 3. That's sort of the tonnages -- what do we generate; what do we need for disposal.

Section 4 includes a description of the recycling program. So in there, we address what materials are needed under Act 101. Act 101 is the solid waste planning regulations within the state of Pennsylvania that we're working under. And Act 101 is the legislation that requires municipalities of a certain size to provide recycling.

So what we'll do is we'll discuss the materials that are addressed by Act 101, what they
are, how they're used, etc. And they're, you know, the common ones -- newspaper, corrugated, paper or cardboard, office paper, mixed paper, glass, steel, aluminum, plastics, etc. And then we will go through them to find what are the current recycling efforts within Luzerne County.

So of the 76 municipalities, 14 of them are required to collect at least three of the materials that are identified under the Act; so 14 are mandated to recycle. And it's jurisdictions that have greater than 10,000 people; or it's 5,000 people in a jurisdiction with a population density of greater than 300.

The other thing that's interesting is we anticipate another eight more municipalities within the next ten years to have enough growth that they would also fall under the Act 101 regulations.

So within this planning period, we would go from 14 municipalities to 22 municipalities. And then of the total 76 municipalities, there are 47 municipalities that currently have access to recyclables collection. And so it's a high number and high percentage of the population that's serviced by recycling within Luzerne County.

Now, I would be remiss if I didn't mention
the challenges that the recycling industry is feeling right now. Starting in 2018, several Asian
countries -- China, Vietnam, Malaysia -- implemented policies or regulations that limited or restricted the ability to export recyclables to those countries.

We've seen the price of cardboard go from over a hundred dollars per ton value to $10 or $20. There are four or five materials -- newspaper, mixed glass, mixed plastics -- that have no value. So that's really had a tremendous impact on the recycling programs.

Many of these smaller towns and townships are feeling that brunt of the cost to do a pickup. The cost to pull a container has increased significantly over the last two or three years. So that's a challenge that's facing not just Luzerne County, but that's a challenge that's facing everybody throughout the country.

There are four MRFs within Luzerne County. A MRF is a materials recovery facility, so that's where we take the single-stream material. And it's processed. It's separated. It's sorted out. And then that material is taken and sent to markets.

So Mascaro has a site in Nanticoke; Municipal Recovery in Wilkes-Barre; and then Northeast
in Hanover. So the good news is we have facilities within the county, so that makes it a little more cost-effective than having to take your recyclables out of the county or further away.

There are also a variety of public and private composting facilities within Luzerne County. I believe there's about 20 total, combination public and private composting facilities, to handle yard waste and organic waste, etc.

And like I said earlier, part of the purpose of this plan is to look at where are we compared to the state goal of 35 percent. Right now, that's where the county is; that's where they've been for the last five years.

And Beth, I don't know if you want to say anything about your tonnages. I know you're in the process right now of revising them.

MS. DeNARDI: I can say that the townships came in right around where they came in last year. So we're doing very good, all things considered. Our numbers on the commercial end, as well as the municipal end, both of them came in right around last year. I'm very pleased with that, all things considered; the way things are going with the recycling markets.
As John has said earlier, we won't have definites for a couple weeks yet, but we will let everyone know when we do come in with final, final numbers.

MR. WOOD: As a reference, I live in Lancaster County, and previously, our recycling program, I could put out 12 different materials, and that's since been cut back to 5. So it's not uncommon. There are hundreds or thousands of programs across the U.S. that have changed because of this, because of the economics of what's happening with recycling.

And within the report, there's a table that shows each of the municipalities and then their programs, you know, what materials that they collect or have sent off to processing. It also identifies what communities have mandated programs because of their size.

So that's what Section 4 is going to be about -- recycling; where we are; how much has been done; and what the services are.

Chapter 5 is entitled Selection and Justification. And, really, the purpose of the chapter is to describe how we went about selecting or recommending the tonnages moving forward. Basically,
what happens is the regulations require that the county look at all the available options that are available to manage the waste generated within the county. And, you know, that's working realistically with the processing disposal alternatives.

So in that section, we'll provide an overview of what the options are, and that starts with collection. The first thing you do is, you know, we have to collect the waste. And how and what we collect impacts some of the downstream programs. So it will talk about solid waste collection and how it's done; recyclables collection.

And then transportation -- some of it is just through the collection trucks; and others use transfer stations -- and how the material gets to the processing site.

And then we'll touch on, you know, what disposal options are available. Local to Luzerne County, really, we have a transfer station which just moves the material to a facility; and landfills. Other options do include anaerobic digestion, gasification and composting.

And so we'll talk about that. But at this point, other than composting of yard waste and food waste, there really aren't commercial facilities in
Northeast Pennsylvania that are using those technologies.

So Section 5 will really be the review of what's out there, and then recommendations. And the recommendations are going to be: Is it efficient? Is it affordable? Does it protect the environment? Does it maximize the practicality of recycling? And is it sustainable in the long term? So they are sort of the five criteria that are used to prepare the recommendations.

So Section 5 will have, here are some of the options, and here are some recommendations for things like collection. For example, one of things is standardization of recyclable material.

When I was working on this, and Beth and I were trying to develop this table. With 76 jurisdictions, I don't want to say no, to do it the same; but many jurisdictions recycle slightly differently. So it's very hard for the county to say, here is our recycling program, if one borough does something different than the adjacent township.

So one option is to work with the MRFs, understand what's available and help educate people so that, you know, what I recycle at work may not be what I recycle at home, because we have different
collectors; we have different programs.

So Section 5 will work through some of the recycling options. It will talk about waste disposal. And at this point, what we're looking at is entering into six agreements with the identified facilities to meet the disposal needs.

There's some discussion in there about composting -- there are some municipalities that currently operate a municipal compost facility -- and how do they maintain those and support those. There may be opportunities for DEP grants, etc., to help improve those.

The county does have some programs as it relates to programs that the county has supported through paper shredding, through supporting tire collection events; as well as funding support that they provide to municipalities to conduct e-waste recycling. So that will be some of the things that we look to continue.

And education. Education is important, even though most people know what they should be putting in their recycling bin. But there's a concept called wish-cycling. So people may understand that they're only supposed to put milk jugs and soda bottles in their bin, but they look at a plastic container and
say, well, this is close; we'll throw that in, too.  
And it's sort of developed the terminology of  
wish-cycling. People wish it was recyclable so they  
throw it out, or they put it in their recycling bin.  
So one of the things that's happened is, as  
I mentioned earlier about Asian countries rejecting,  
not accepting our recyclables. We were sending  
recyclables Overseas that had 10, 20 percent  
contamination. We are now doing collection audits.  
I've seen recyclables being collected that have 30 to  
50 percent of the material in the recycling bin is  
nonrecyclable; it's contamination. So, you know, if  
we're sending material to a MRF, that's, you know, 30  
percent to 50 percent contamination, you know, they do  
what they can and ship it off. And then they weren't  
getting it down to a lower level, so those loads were  
getting rejected.  
So that's where education can come into  
play. If we can educate the residents and help them  
understand, help them understand what should be in the  
recycling bin, that makes it more cost-effective for  
the program because what's collected is then recycled.  
We're not taking a third of that material, having to  
touch it, having to separate it, and then dispose of  
it. So that's part of the program, or part of the
plan will be recommendations related to educational-related recommendations.

Part of it may be using a mobile app, using newsletters, social media presence, etc. You know, there's a variety of pieces of material that are available out there that we can get out to the municipalities and get out to the residents.

So that's what Section 5 will be about is, you know, these are the alternatives available, and then these are the recommendations.

I think I'll pause here again. Any questions? Any thoughts on what you've heard so far?

(No response.)

MR. WOOD: Okay. Moving forward. So Section 6 is sort of the meat of the program. This is where we commit to this is what we're going to do. This title of the section is Location of Facilities and Programs.

So here we will discuss, you know, there are no current disposal facilities within the county, but through the solid waste plan, what we're going to do is focus on using privately-owned facilities that are located within the region.

Like I said, through the submittal process that we did, solicitation of interest, and then the
responses that we got back. We got back six
facilities that have agreed to the terms that we put
tout there, and they would be included in the plan.

It would be a 10-year contract. And, obviously, it's, again, the same six: Alliance,
Commonwealth, Grand Central, Keystone, Pioneer and
Clinton County Solid Waste Authority. So that will be
part of it.

We have draft agreements. We have draft
agreements that have been in front of all of the
facilities for their review. And at this point, we're
in the process of reviewing those agreements,
finalizing them and sending them back out to the
facilities for them to execute. So we've made good
progress on those facilities.

Again, the plan in this section would
document that there are four material recovery
facilities within the county, as well as, I think it
was 16 municipal composting or private composting
facilities.

The one thing I would like to point out is
there is a way for additional disposal facilities to
be added to the plan. First, an entity must petition
the county to respond to the designated facility. The
county would then submit a packet back to that firm,
and they'd complete the packet and respond to the county SMWD soliciting the petition form. And then the county would review and respond to that information.

So there is a process for additional facilities to be added to the plan in the future. So really, you know, what we want to do is to make sure if the marketplace changes, the county has the flexibility to adjust and use the facilities that best meet their needs.

So now Sections 7 through 14 are sort of the procedural and the legal aspects of the document. Section 7 is Identification of the Implementing Entity. And so that's going to be the county. So what that does is, you know, it includes the definitions, you know, the legal authority for the county solid waste management. It's based on the county code, Luzerne County Council, county executive functions, and it includes principal activities such as the administration of the Luzerne County ordinances, recycling implementation, coordination of recycling programs; and then, you know, responsibilities associated with those major categories. So that's really just showing and identifying to the state who's responsible and what
their responsibilities are. We'll discuss budget a little bit as well as any ordinances that are going to be developed as part of this plan.

Section 8 is entitled Public Function. So again, it's very similar to Section 7 in that Luzerne County will be the signator with the waste disposal agreements that were solicited under this plan. They retain responsibility for implementation of the disposal-related elements of the plan.

The county does not own or operate any facilities at this time, so there's no county ownership of any facilities. It does talk a little bit about revenue and expenses that the county does derive; and the billing, etc. So that is Section 8, Public Function.

9 will be Copies of Ordinances, Resolutions and Implementing Documents.

So as we develop this plan, there's going to be several attachments to the plan. Part of those will be done as part of the plan; and others, we have a year to actually implement those. So there will be a resolution adopting the plan. That will be included. There's waste disposal capacity agreements, so the actual contracts; they will be included. And then we'll have an ordinance that describes solid
waste and recycling. That will be included also within the plan. So that section, Chapter 9, will be referencing existing ordinances and then any implementing documents that are part of the plan.

Section 10 is entitled Orderly Extension. Orderly extension refers to the use of data that's consistent within the industry. This is just acknowledging that we're using planning data, population estimates, best practices as relates to engineering and economics; and that we followed Act 101 of the regulations for the solid waste planning process.

The other thing is we will also be making a statement that this plan doesn't conflict with any other state, regional or local plans. So this will probably be a 1-page section.

Chapter 11 is Other Information. So with other information, we're going to touch on a couple things. Historically, we include a discussion of Marcellus shale. Now, there are no active gas wells in Luzerne County that I'm aware of. But if there were, three of the six landfills that are identified can accept Marcellus shale residuals.

The other thing we'll talk about in this chapter is illegal dumping. Illegal dumping has been
a problem prevalent in many areas throughout Pennsylvania, not just in Luzerne County. There was a survey done about ten years ago that identified about 160 dumpsites in Luzerne County that contained almost 2,000 tons of material. This has been a significant challenge for the county and municipalities across Pennsylvania.

So we'll talk about that. We'll talk about potential funding options. There are some things that Keep Pennsylvania Beautiful does. There are some things that the state may be able to help us with. But, really, it's an education issue. Trying to do the enforcement effort, the litter that we dump, is difficult sometimes.

Chapter 12, Noninterference, is a fairly straightforward piece. That just says that this plan does not interfere with, affect the design or the construction of any other municipal landfill or resource recovery facility within the county. So that's fairly straightforward.

And Section 13 is going to be a summary of public participation. So Section 13 will talk about the process was started in the spring of 2018. There have been previous meetings. There was a meeting in May of '19; October of '19; this meeting, and then
future meetings.

We'll talk about the review process that we went through with SWAC. Once you have the draft document, the review process with SWAC, the review process with a constituent of municipalities. And then the plan will be presented to the county, you know, in any hearings that are held, presented to the council, county executive and Luzerne County Council, and then sent to DEP for their review and comment.

And that sort of wraps up the content of the report. Any questions on what we're doing and what you've heard so far with where we're going with our disposal facilities and our programs?

MR. HAMBROSE: John, I have a question. I wanted to ask, what is the best way to get our comments back to you on the draft?

MR. WOOD: What we will do is we will define that once we post it on the website. So in the agenda, on the top of the agenda, there's a website that's shown. We'll notify the SWAC members that the document is available for review, and then we will ask that you respond and send your comments directly to Beth.

MR. HAMBROSE: Thank you, John.

MR. WOOD: Beth, is there anything else you
want to talk about with respect to the review process,
how you see that going for the next couple weeks here?

MS. DeNARDI: Okay. John, I do have a
question with regards to the chapters that we are
going to be reviewing and presenting to the SWAC
members. We're doing it two chapters at a time?
Three chapters at a time? How are we going to be
doing it?

MR. WOOD: My plan is to probably do it in
two halves. I think the upfront half is sort of the
guts of it, and that's what I'm focusing on right now.
So I would get that out first. So that's Chapters 1
through 5, which is the documentation. You know, this
is what we have; description of facilities due to
capacity; description of the recycling programs; and
then the location of the facilities. I'm focusing on
that because that's the important part.

MS. DeNARDI: I guess where I'm going with
this is if we're going to do this, you know, five
chapters, five chapters, four chapters, so that will
be three different times we're going to be sending
something to the SWAC members.

How much time are we going to allow for
questions in between?

MR. WOOD: I'd like to hear from the SWAC
members, but I think in a week to two weeks for them
to get through each of those pieces.

MS. DeNARDI: So one to two weeks for each
section of chapters?

MR. WOOD: Correct.

MS. DeNARDI: Okay.

MR. WOOD: So what we can do is, you know, we'll send it out, say, in two weeks for the first
group, and then we'll set a deadline. There will be
some instructions, if you will. There will be some
instructions on what we're looking for and asking for
what your comments are.

MS. DeNARDI: Okay. So John, today is the
7th. When do we plan on having the first five
chapters ready, the 15th?

MR. WOOD: Yes, yes, the end of next week.

MS. DeNARDI: What do you mean?

MR. WOOD: Yes. The 15th is the end of next
week. So the end of next week, we should have the
first five chapters ready. Then I would say we give
everyone, you know, two weeks or so.

You know, the last group of chapters, that's
a little bit academic, a little bit regulatory. I
think that will be fairly quick. And maybe we can do
a week to ten days on that if the SWAC members agree,
because we're citing state regulations. There's not a whole lot of things that we're going to do differently within that. So if that's agreeable to the SWAC members, we'll be looking to get you something the 15th of May, and then looking to get your comments back by the end of the month.

MS. DeNARDI: So we'll send the first one out on the 15th. The comments are due on the 29th. When do we send 6 through 10 out?

MR. WOOD: I'll probably do that a week later. Around the 22nd or so, I'll probably get those done.

MS. DeNARDI: Okay. The 22nd is 6 through 10?

MR. WOOD: I'm thinking about that, Beth. I would do it in two pieces. I would do 6 through 14 in one package.

MS. DeNARDI: Okay. I'm okay with that. So the 15th is going to be 1 through 5; and then the 22nd is going to be 6 through 14.

MR. WOOD: Yes; correct.

MS. DeNARDI: Okay. And then all of our questions will be due on the 29th?

MR. WOOD: Yes. I'd like to get them by the end of the month. I think that's a good target date
for everybody.

MS. DeNARDI: Okay.

MR. WOOD: I don't want to speak for the
SWAC members, but I'd like to get their input if they
think they can respond in that time period.

MS. DeNARDI: Anyone?

MR. EDDY: No problem.

MS. DeNARDI: Okay. So we have next Friday;
so it's every Friday. Very good.

MR. WOOD: Definitely. We do want your
formal comments, if you will. But if you have
questions, you know, my contact information will be
there. And it may just be easier for you to just drop
me a note or give me a call as opposed to trying to
write a paragraph or two explaining your question. So
as we work through this, I'm available to talk through
this, as needed.

MS. DeNARDI: So when do we anticipate
having this wrapped up with questions and everything,
John? June what?

MR. WOOD: Well, it depends on the comments
we receive. So if we get the information back at the
end of the month, Beth, then you and I will have to
work through and see what the comments are and address
them and get back to the SWAC members with feedback at
that point.

MR. GUESTO: Can I add two things, John? And ask one question, too.

MR. WOOD: Yes, go ahead.

MR. GUESTO: So on the six landfills you mentioned, did you mention Commonwealth in Hegins?

MR. WOOD: Yes.

MR. GUESTO: That's good; I just wanted to make sure of that.

And just one small, I'll just call it a typo, probably, is that Mascaro is located in Hanover Township not Nanticoke. Their mailing address is Nanticoke, but they're located in my town.

MR. WOOD: Okay. Yeah, that's what I have as a mailing address; you're right. Thank you. We'll catch that one.

MR. GUESTO: No problem.

MR. WOOD: Beth, is there anything else? One of the things we're talking about is when do we want SWAC to meet again? I know we've been penciled in, I think, every six months. But I'm wondering if we wanted to meet sooner than that, depending on the process and where we are going through the next version of the document.

MS. DeNARDI: John, if we could get this
wrapped up, have it out to the SWAC members by the end of May, and all of our questions in by the 29th, I'd like to shoot for a deadline of the 12th of June to have this ready to go for approval because we need to send this through several steps over a period of several months.

So I'd like to meet with SWAC; I don't want to wait six months. If we could do it sometime in June, that would be great. After everyone has had a chance to read it and add their comments, and you and I and Eddie can sit down and go over and fine-tune it. Does that work with everyone?

MR. GUESTO: It does for me.

MR. HAMBROSE: That's fine with me.

MR. LONGFOOT: That sounds good.

MS. MILLER: Good with me.

MR. WOOD: John?

MR. HAMBROSE: Yep; that sounds like a plan.

MR. WOOD: I'd much rather do that and meet with SWAC and address their comments and get back to them in a timely manner as opposed to waiting six months. You forget your question in six months.

MS. DeNARDI: Can we pick a date? How does either the 17th or the 18th work for everyone? John, that's a Wednesday or a Thursday.
MR. GUESTO: I'm good either day, Beth.

MR. EDDY: Either day works for me.

MR. WOOD: Beth, that's probably okay with me. And I just caution two things. I hope we're not missing the boat on what we prepare; we may have comments from SWAC that are significant. I hope we don't; I think we're in pretty good shape.

MS. DeNARDI: Okay.

MR. WOOD: The other question is: Will we have recycling numbers finalized by then?

MS. DeNARDI: Well, we're going to have to; we are going to have to. I can't imagine the numbers are going to be changing that much more, but I'll take care of it.

MR. WOOD: So then meeting the 17th or 18th; I think that makes sense. It gives us two weeks to go through the document. It gives you two more weeks to clarify all the tonnages. So, yes, that makes sense.

MS. DeNARDI: Why don't we make it the 18th then, 2:00? Does that work for everyone?

MR. EDDY: It works for me.

MR. GUESTO: Yes, it does work for me, too.

MS. MILLER: It works for me.

MR. LONGFOOT: That works.

MS. DeNARDI: Okay. I know it works for me.
John, does that fit into your schedule?

MR. HAMRROSE: It's on my calendar already.

MS. DeNARDI: All righty, 2:00. Chances are we'll be doing it like this again, but that's okay. As long as we can get everybody on and listen to see if anybody has anything to say, I'm okay with it.

MR. WOOD: Okay. That makes sense.

MS. DeNARDI: Is that it, John?

MR. WOOD: That's all I had on the agenda, as long as the SWAC members don't have anything else.

MR. GUESTO: I just want to add something. I just want to tell John, Beth and Eddie that I'm very proud to be a member of this. I think you guys are doing a wonderful job; it's very informational. And I thank you guys for putting all your due diligence into it.

MS. DeNARDI: Thank you.

MR. EDDY: And I echo that to all the members of the SWAC committee for helping us getting together and collectively putting together a good, tight and efficient plan for the next ten years. So thank you all for your time. And looking forward to our next meeting.

MR. WOOD: Thanks, Ed.

(Meeting concluded at 3:10 p.m.)