SOI and Sample Disposal Agreements
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
Luzerne County Solicitation of Interest
For
Municipal Waste Processing/Disposal Capacity and Integrated Waste
And Recyclables Management Program Support

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
Luzerne County, Pennsylvania

Solicitation of Interest

Evaluation of Submittals

Follow-up Clarifications, if needed

Designated Facility Determination (tent.)

Execution of SOI Service Agreements

County Finalize and Approve County Plan

Commencement of SOI Contract Services
(subject to DEP Plan approval date)

September 2019

September 2019

October 2019

Calendar Year 2020

Winter 2020

January 1, 2021

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.
### Luzerne County, Pennsylvania

**Solicitation of Interest**

<table>
<thead>
<tr>
<th>Waste Type</th>
<th>Will Accept (Y/N)</th>
<th>Allowable Daily Avg. (ADA) as per Permit (tons)</th>
<th>% of ADA Reserved for Municipal Waste Generated in Luzerne County (%)</th>
<th>Daily Reserved Capacity (DRC) (tons)</th>
<th>Estimated Working Days per Year (EWD) (Days)</th>
<th>Annual Reserved Capacity (ARC) (Tons)</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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<tr>
<td>2021</td>
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<td>2030</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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</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>2022</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)
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>
</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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<tbody>
<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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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.

__________________________________________________________________________

__________________________________________________________________________

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__________________________________________________________________________
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).

________________________________________________________________________

________________________________________________________________________

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________________________________________________________________________
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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<td>Other (please specify)</td>
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<td>Residual Waste</td>
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</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):

-------------------------------------------------------------------------------------

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-------------------------------------------------------------------------------------
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.


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 of 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.
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 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 onsite 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
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
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>
<thead>
<tr>
<th>YEAR</th>
<th>ADA</th>
<th>x % Res.</th>
<th>= DRC</th>
<th>x EWD</th>
<th>= ARC(T)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
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### Construction & Demolition Waste

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<thead>
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<th>x % Res.</th>
<th>= DRC</th>
<th>x EWD</th>
<th>= ARC(T)</th>
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<tbody>
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## Municipal Sewage Sludge

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<thead>
<tr>
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<th>ADA</th>
<th>x %Res.</th>
<th>=DRC</th>
<th>x EWD</th>
<th>=ARC(T)</th>
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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. 133

[Pa.B. Doc. No. 19-1181. Filed for public inspection August 2, 2019, 9:00 a.m.]
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, 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 invited 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 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 20 Yd. Cobra & 3 Attachments!
- 2019 FREIGHTLINER M2 106
  w/New Way 25 Yd. Cobra Magnrum, All 3 Attachments!
- 2019 PETERBILT 337 with New Way 20 Yard Cobra & 3 Attachments
- 2019 PETERBILT 320 w/New Way 31 Yd. Side Loader
- 2019 FREIGHTLINER 114 SD
  470 HP Detroit, Allison, 20,000 Front, 46,000 Rear, w/Ampliroll 50K Hooklift & Roll-Rite Auto Tarper
- 2019 M2 106 FREIGHTLINER with 50K Ampliroll Hooklift & Roll Rite Auto Tarper
- 2019 PETERBILT 387 with 50K Ampliroll Hooklift & C & Brian Diablo Tarper
- 2019 FREIGHTLINER DUAL DRIVE
  with New Way 31 Yd. Automated Side Loader
- 2007 M2 w/25 Yd. Doosan 285, Reel Winch & Kickback
- 2006 M2 with Lateix Minimax Automated
- 2005 M3 4300 with Hitachi ZL 13, 4 Yd. with Kick Bar & Reel Cylinder
- 1996 FORD LO8000 with 50K Ampliroll Hooklift & Roll Rite Tarper
- 2007 PETERBILT 365
  w/NEW 50K Ampliroll Hooklift & Roll Rite Auto Tarper

HEAVY DUTY FLOORS

TIPPING FLOOR SOLUTIONS

SUPERIOR IMPACT & ABRASION RESISTANT
LASTS UP TO 8 TIMES LONGER THAN STANDARD CONCRETE
WEEKEND/OVERNIGHT INSTALLATIONS
IT WILL SAVE YOU MONEY
NO DOWN TIME
NATIONWIDE SERVICES

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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 SCSWA), 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
**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>
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1. **Landfill and Waste To Energy Facility Submissions**

<table>
<thead>
<tr>
<th>1. Contact Information</th>
<th>Dan O'Brien, Business Manager</th>
<th>Dan O'Brien, Business Manager</th>
<th>Chuck Raudenbush, Jr</th>
<th>William F. Fox, Jr.</th>
<th>Joseph Valenti, President</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jay B. Alexander, General Manager</td>
<td>249 Durham Drive</td>
<td>99 Commonwealth Road</td>
<td>100 New Ford Mill Road</td>
<td>2650 Audubon Road &amp; 1000 San Souci Parkway</td>
<td>2100 San Souci Parkway</td>
</tr>
<tr>
<td>PO Box 209 McElhattan, PA 17748</td>
<td>Dunmore, PA 18512</td>
<td>Hegins, PA 17938</td>
<td>Montville, PA 10067</td>
<td>Audubon, PA 19403</td>
<td>Hanover Township, PA 18706</td>
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<tr>
<td>570-762-6977</td>
<td>570-343-5782</td>
<td>215-801-9108</td>
<td>267-933-2048</td>
<td>570-735-2220</td>
<td>570-735-2220</td>
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2. **Cover Letter**

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|                      |                             |                             |                 |                  |                        |

3. **Before Submission Deadline**

|                      |                             |                             |                 |                  |                        |
|                      |                             |                             |                 |                  |                        |

4. **Included Proper Forms**

|                      |                             |                             |                 |                  |                        |
|                      |                             |                             |                 |                  |                        |

5. **Completed in Ink or Typewritten**

|                      |                             |                             |                 |                  |                        |
|                      |                             |                             |                 |                  |                        |

6. **Disclaimer Statement**

|                      |                             |                             |                 |                  |                        |
|                      |                             |                             |                 |                  |                        |

7. **Correct Number of Copies**

|                      |                             |                             |                 |                  |                        |
|                      |                             |                             |                 |                  |                        |

8. **Correct Term of Contract**

|                      |                             |                             |                 |                  |                        |
|                      |                             |                             |                 |                  |                        |

9. **Type and Estimated Quantities of Waste to Be Accepted**

|                      |                             |                             |                 |                  |                        |
|                      |                             |                             |                 |                  |                        |

10. **Proposed Rate Schedule**

|                      |                             |                             |                 |                  |                        |
|                      |                             |                             |                 |                  |                        |

11. **Company Experience and Operating History - Lawsuit/Legislative actions/fines**

|                      |                             |                             |                 |                  |                        |
|                      |                             |                             |                 |                  |                        |

12. **Deviations from RFP Scope or Specifications**

|                      |                             |                             |                 |                  |                        |
|                      |                             |                             |                 |                  |                        |

13. **Agreement to Terms and Conditions of RFP, Sealed**

|                      |                             |                             |                 |                  |                        |
|                      |                             |                             |                 |                  |                        |

14. **Willingness To Accept Waste for the 10 year term agreement**

|                      |                             |                             |                 |                  |                        |
|                      |                             |                             |                 |                  |                        |

15. **Min. Tons/yr Guaranteed MSW/ Yr (conventional MSW + C&D)**

|                      |                             |                             |                 |                  |                        |
|                      |                             |                             |                 |                  |                        |

16. **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**

<p>| | | | | | |
|                      |                             |                             |                 |                  |                        |
|                      |                             |                             |                 |                  |                        |</p>
<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; Recyclables 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>
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<td>11. Landfill Questionnaire</td>
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<td>Permit Information</td>
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<td>Expansion Plans</td>
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<tr>
<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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<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>
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<tr>
<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.

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

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.

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)

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 - 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

<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>
<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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<td><strong>Municipal Solid Waste</strong></td>
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<th>Commonwealth Environmental Systems Landfill</th>
<th>Alliance Landfill</th>
<th>Grand Central Landfill</th>
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<th>Waste Reduction &amp; Recycling Transfer Station</th>
<th>Lehigh Valley Transfer Station</th>
</tr>
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<tbody>
<tr>
<td>Year 1 - 2021</td>
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<th>Waste Reduction &amp; Recycling Transfer Station</th>
<th>Lehigh Valley Transfer Station</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

<table>
<thead>
<tr>
<th>Year</th>
<th>Wayne Township Landfill</th>
<th>Keystone Sanitary Landfill</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$/Ton</td>
<td>$/Ton</td>
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<th>Keystone Sanitary Landfill</th>
<th>Commonwealth Environmental Systems Landfill</th>
<th>Alliance Landfill</th>
<th>Grand Central Landfill</th>
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<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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<tbody>
<tr>
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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**

#### Residual

<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>
<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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<tbody>
<tr>
<td></td>
<td>$/Ton</td>
<td>$/Ton</td>
<td>$/Ton</td>
<td>$/Ton</td>
<td>$/Ton</td>
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#### Contaminated Soil

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<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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<td></td>
<td>$/Ton</td>
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<td>$/Ton</td>
<td>$/Ton</td>
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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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<thead>
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<th>Disposal Facility (Respondent)</th>
<th>Proposed Back-Up Facility</th>
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<tbody>
<tr>
<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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<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>
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 (34,000 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.

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.
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
Luzerne County Solicitation of Interest
For
Municipal Waste Processing/Disposal Capacity and Integrated Waste
And Recyclables Management Program Support

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.
Luzerne County, Pennsylvania  
Solicitation of Interest

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>
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<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>3,792,369</td>
<td>2,305,559</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.
Luzerne County, Pennsylvania

Solicitation of Interest

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

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 ____________________________________________________________

_________________________________ State ________ Zip ________________
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>
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</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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<td>Municipal Sewage Sludge</td>
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<td>Regulated Medical Waste (RMW)</td>
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<td>Other (specify)</td>
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<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: ____________________________________________
________________________
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>Price/ Ton</td>
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<tr>
<td>2021</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 1.1.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>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: ________________________________
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>
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<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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### Waste Type

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<th>Waste Type</th>
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<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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<tr>
<td>Other MSW (please specify)</td>
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<tr>
<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 facility’s current permitted capacity? _____________________ (CY)

### C. DESCRIPTION OF FACILITY - LANDFILLS

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>
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<tr>
<td>(except for types listed below)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction/ Demolition Waste</td>
<td></td>
<td></td>
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<tr>
<td>Sewage Sludge</td>
<td></td>
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<tr>
<td>Regulated Medical Waste</td>
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<tr>
<td>Asbestos</td>
<td></td>
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<tr>
<td>Incinerator Ash</td>
<td></td>
<td></td>
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<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):

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
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
## Total Tons Recycled by Material (Residential & Commercial Combined)

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Single Stream</td>
<td></td>
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<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>Single Stream Total</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>
</tbody>
</table>

| Commingled |        |         |         |         |         |         |
| [XXX] COMMINGLED = 2 or more recyclables collected together, fiber separate | 3,635.37 | 4,071.65 | 3,399.11 | 2,385.82 | 1,475.95 | 2,910.69 |
| Commingled Total | 3,635.37 | 4,071.65 | 3,399.11 | 2,385.82 | 1,475.95 | 2,910.69 |

| Glass |        |         |         |         |         |         |
| [GL1] Clear Glass = bottles and jars | 22.18 | 1.31 | 228.42 | 109.08 | 130.62 | 141.45 |
| [GL2] Mixed Glass = bottles and jars | 92.56 | 55.24 | 34.16 | 1.00 | 0.60 | 0.00 |
| [GL3] Green Glass = bottles and jars | 1.00 | 72.40 | 97.00 | 1.00 | 0.00 | 0.00 |
| [GL4] Brown Glass = bottles and jars | 1.00 | 72.66 | 146.80 | 4.10 | 633.50 | 0.00 |
| [GL5] Plate Glass | 0.01 | 180.40 | 213.05 | 213.05 | 294.80 | 0.00 |
| [GL6] Other Glass | 33.19 | 19.59 | 0.00 | 0.00 | 0.00 | 0.00 |
| Glass Total | 116.74 | 1,003.62 | 719.97 | 348.42 | 1,032.37 | 436.35 |

| Paper |        |         |         |         |         |         |
| [C01] Cardboard = corrugated | 35,227.09 | 30,864.14 | 30,980.86 | 26,960.58 | 34,442.38 | 32,525.67 |
| [C02] Brown bags & sacks | 16.85 | 35.86 | 671.31 | 39.18 | 83.41 | 0.00 |
| [C03] Gabled / Aseptic Cartons = milk, juice, etc | 1.47 | 1.45 | 1.45 | 1.45 | 1.45 | 1.45 |
| [PA1] Magazines & Catalogs | 168.16 | 592.62 | 1,059.86 | 401.08 | 191.42 | 364.83 |
| [PA2] Newsprint / Newspaper | 7,566.51 | 5,374.70 | 5,277.81 | 4,494.79 | 1,817.63 | 1,844.28 |
| [PA3] Mixed / Other Paper Grades = junk mail, paper board, computer paper, chipboard | 10,247.96 | 9,567.23 | 9,018.69 | 7,902.50 | 3,779.56 | 3,779.56 |
| [PA4] Office Paper = all high grades | 3,802.39 | 1,935.46 | 3,551.03 | 2,435.17 | 2,006.03 | 2,356.87 |
| [PA6] Phone Books | 7.28 | 19.46 | 7.82 | 2.10 | 0.19 | 0.00 |
| Paper Total | 60,000.96 | 48,265.87 | 50,489.24 | 44,249.80 | 42,223.09 | 40,886.38 |

| Plastics |        |         |         |         |         |         |
| [PE1] #1 Plastic (PET) = Polyethylene Terephthalate | 735.93 | 416.96 | 544.07 | 844.24 | 856.98 | 483.40 |
| [PL3] #3 Plastic (PVC) = Unplasticised & Plasticised Polyvinyl Chloride | 265.32 | 127.37 | 212.79 | 139.45 | 109.81 | 137.89 |
| [PL5] #5 Plastic (PP) = Polypropylene | 413.36 | 264.79 | 203.40 | 255.75 | 196.58 | 155.73 |
| [PL6] #6 Plastic (PS) = Polystyrene & Expanded Polystyrene | 163.79 | 78.02 | 83.70 | 162.81 | 160.71 | 50.20 |
| [PL7] Mixed / Other Plastic | 1,914.46 | 2,373.23 | 2,097.53 | 1,035.59 | 1,356.13 | 1,192.58 |
| [DR1] Drum Plastic (HMW HDPE) | 1,132.19 | 1,039.55 | 1,208.83 | 635.03 | 1,124.33 | 634.52 |
| [DR4] Drum Plastic (Mixed Bulky Rigid) | 175.03 | 50.20 | 175.03 | 50.20 | 175.03 | 50.20 |
| Plastics Total | 5,615.72 | 5,422.58 | 5,179.62 | 3,777.18 | 4,458.96 | 3,092.28 |
## Total Tons Recycled by Material (Residential & Commercial Combined)

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Metals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[AA1] 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>[F02] Steel &amp; Bimetallic (Tin) Cans</td>
<td>137.71</td>
<td>1,098.19</td>
<td>1,079.64</td>
<td>1,763.27</td>
<td>1,139.08</td>
<td>259.94</td>
</tr>
<tr>
<td>[M02] Mixed 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>[AA2] Aluminum Scrap&lt;font color=&quot;red&quot;&gt; (Not Act 101/904 eligible)&lt;/font&gt;</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>[F01] Ferrous metal&lt;font color=&quot;red&quot;&gt; (Not Act 101/904 eligible)&lt;/font&gt;</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>
</tr>
<tr>
<td>[MX2] Mixed Cans</td>
<td>1,433.59</td>
<td>3,892.86</td>
<td>3,607.43</td>
<td>2,590.73</td>
<td>3,123.51</td>
<td>1,844.06</td>
</tr>
<tr>
<td>[W01] Wire/Cable&lt;font color=&quot;red&quot;&gt; (Not Act 101/904 eligible)&lt;/font&gt;</td>
<td>517.56</td>
<td>1,504.20</td>
<td>1,302.78</td>
<td>525.03</td>
<td>366.69</td>
<td>399.10</td>
</tr>
<tr>
<td><strong>Household Hazardous Waste</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>[O02] Antifreeze&lt;font color=&quot;red&quot;&gt; (Not Act 101/904 eligible)&lt;/font&gt;</td>
<td>0.39</td>
<td>0.15</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[B02] Batteries: Lead-Acid&lt;font color=&quot;red&quot;&gt; (Not Act 101/904 eligible)&lt;/font&gt;</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>[CR1] E-Waste = includes televisions&lt;font color=&quot;red&quot;&gt; (Not Act 101/904 eligible)&lt;/font&gt;</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><strong>Commercial Hazardous Waste</strong></td>
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<td>1,125.58</td>
<td>286.54</td>
<td>660.98</td>
<td>546.77</td>
<td>364.51</td>
<td>258.60</td>
</tr>
<tr>
<td>[M01] Rubber Tires&lt;font color=&quot;red&quot;&gt; (Not Act 101/904 eligible)&lt;/font&gt;</td>
<td>722.56</td>
<td>452.67</td>
<td>351.40</td>
<td>76.51</td>
<td>95.68</td>
<td></td>
</tr>
<tr>
<td>[M02] Construction &amp; Demolition&lt;font color=&quot;red&quot;&gt; (Not Act 101/904 eligible)&lt;/font&gt;</td>
<td>1,257.06</td>
<td>1,370.72</td>
<td>1,446.96</td>
<td>1,358.37</td>
<td>1,428.59</td>
<td>51.43</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
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</tr>
<tr>
<td>[Y01] Yard &amp; Leaf Waste&lt;font color=&quot;red&quot;&gt; (Not Act 101/904 eligible)&lt;/font&gt;</td>
<td>6,478.70</td>
<td>6,478.08</td>
<td>5,160.55</td>
<td>5,356.32</td>
<td>5,329.98</td>
<td>5,396.05</td>
</tr>
<tr>
<td><strong>Organics</strong></td>
<td></td>
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</tr>
<tr>
<td>[SSF] Source Separated Foods&lt;font color=&quot;red&quot;&gt; (Not Act 101/904 eligible)&lt;/font&gt;</td>
<td>32,559.21</td>
<td>17,537.83</td>
<td>15,623.98</td>
<td>15,452.79</td>
<td>16,660.35</td>
<td>18,706.81</td>
</tr>
</tbody>
</table>

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### Total Tons Recycled by Material

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<tr>
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<td>1,844.06</td>
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<td>[F03] White Goods&lt;font color=&quot;red&quot;&gt; (Not Act 101/904 eligible)&lt;/font&gt;</td>
<td>517.56</td>
<td>1,504.20</td>
<td>1,302.78</td>
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<td>0.15</td>
<td>0.00</td>
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<td>5,356.32</td>
<td>5,329.98</td>
<td>5,396.05</td>
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### Total Tons Recycled

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</thead>
<tbody>
<tr>
<td><strong>Metals</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>
</tr>
<tr>
<td><strong>Household Hazardous Waste</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>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>
</tr>
<tr>
<td><strong>Organics</strong></td>
<td>83,011.21</td>
<td>56,437.95</td>
<td>51,784.59</td>
<td>42,915.73</td>
<td>44,709.08</td>
<td>51,277.39</td>
</tr>
</tbody>
</table>
## Total Tons Recycled by Material (Residential & Commercial Combined)

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Commonwealth of Pennsylvania  
Department of Environmental Protection
Bureau of Waste Management
Division of Reporting and Fee Collection

County: LUZERNE  

For Year: 2014

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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.

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## Commonwealth of Pennsylvania
### Department of Environmental Protection
#### Bureau of Waste Management
##### Division of Reporting and Fee Collection

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**County Waste Destinations**

in Tons (2000 lbs.) of Waste

---

**For Year: 2015**

**County**: LUZERNE

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- Sewage Sludge: 296.1
- Processed Medical: 15019.5
- Construction: 0
- WTE Ash Residue: 2321.9
- Asbestos: 276596.2

---

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Also visit our Internet WWW Site at: [http://www.dep.state.pa.us](http://www.dep.state.pa.us)
### County Waste Destinations

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Page 25
## County: LUZERNE

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**Waste Totals:**

|                | 209636.4 | 22376.7 | 30501.4 | 269.1 | 15831 | 0 | 3204.8 | 281819.2 |

## County: LYCOMING

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**Waste Totals:**

|                | 75338.6 | 43094.8 | 8181.1 | 0 | 8932.6 | 0 | 82.5 | 135629.6 |

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### Commonwealth of Pennsylvania
Department of Environmental Protection
Bureau of Waste Management
Division of Reporting and Fee Collection

**County Waste Destinations**
In Tons (2000 lbs.) of Waste

**For Year: 2018**

#### LUZERNE County

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**Waste Totals:**
- Municipal: 233179
- Residual: 25771.1
- Sewage Sludge: 31110.1
- Processed Medical: 273.7
- Construction: 11103.8
- WTE Ash Residue: 0
- Asbestos: 3173.7
- Total: 304611.4

#### LYCOMING County

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**Waste Totals:**
- Municipal: 77486
- Residual: 47044
- Sewage Sludge: 8853.7
- Processed Medical: 0
- Construction: 10726.2
- WTE Ash Residue: 0
- Asbestos: 84.4
- Total: 144194.3

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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>173.1</td>
<td>0.0</td>
<td>0.0</td>
<td>6.9</td>
<td>0.0</td>
<td>31.2</td>
<td>254.8</td>
</tr>
<tr>
<td>100963</td>
<td>Lycoming County Resource Management Services</td>
<td>LUZERNE</td>
<td>0.0</td>
<td>39.2</td>
<td>0.0</td>
<td>0.0</td>
<td>39.8</td>
<td>0.0</td>
<td>0.0</td>
<td>79.0</td>
</tr>
<tr>
<td>100113</td>
<td>Modern Landfill</td>
<td>LUZERNE</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>18.8</td>
</tr>
<tr>
<td>100739</td>
<td>Western Berks Landfill</td>
<td>LUZERNE</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>67.6</td>
</tr>
<tr>
<td>400633</td>
<td>Wheelabrator Falls Inc</td>
<td>LUZERNE</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>827.7</td>
<td>335,383.9</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>827.7</td>
<td>335,383.9</td>
</tr>
</tbody>
</table>
## 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>114,258</td>
<td>49.0%</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><strong>Inorganics</strong></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>
<tr>
<td>Material Categories</td>
<td>Tons Disposed</td>
<td>Mean Composition</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>---------------</td>
<td>------------------</td>
</tr>
<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>
</tbody>
</table>

**Total**                       | 233,179 | 100%
LUZERNE COUNTY RESIDENTIAL RECYCLING GUIDE

RECYCLING
*Antifreeze
*Batteries
*Oil
*Recycling Companies
*Tires
*Gasoline
*Composting
*Haulers

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
Proper ways to prepare items to be recycled

Preparing Your Recycling Bin

Clean Recyclables. A quick rinse in most cases is adequate in removing food waste residue. However, if the container or material is heavily soiled with food waste residue or grease, and cannot be cleaned, it should be discarded in the trash.

Dry Recyclables. After rinsing out containers, ensure all containers are free of excessive moisture. Moisture itself can contaminate the recycling stream as it greatly degrades the quality and recoverability of cardboard and other fiber-based materials.

Don’t Break Glass. Aside from being a hazard to collectors and workers on the sorting line, broken glass degrades the quality and recoverability of fiber-based materials. It is important to follow your local recycling program guidelines concerning glass and only include it in the approved manner.

Put in the Correct Recyclables. Only include recyclables your program collects. Some material may potentially be recyclable; however, if your local recycling program does not collect the material, do not include it in your bin. Incorrect material causes contamination and good recyclable material can end up in a landfill.

Follow Your Local Recycling Program’s Instructions
Know what recyclables can be accepted by your local recycling program to reduce contamination in the recycling stream. Check with your local hauler or local government to see what materials are handled by your program.
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.
DEFINITIONS for RECYCLING

ALUMINUM CANS: Beverage, food containers.

CARDBOARD: Brown colored boxes that have a “waffle” layer.

COMINGLED: A mix of aluminum & steel bi/metallic (tin), glass and plastic bottles and jars.

DUAL STREAM (CO-MINGLED): Fiber products such as paper and cardboard and placed in a separate container.

FERROUS METALS: Metals that would stick to a magnet.

   Example: light iron, appliances, steel.

GLASS: Bottles & jars only, green, brown and clear colored.

NON-FERROUS METALS: Metals that do not have an attraction to magnets.

   Examples: Aluminum, brass, copper, lead, nickel.

OFFICE PAPER: White or light colored paper, envelopes, fax paper, post-it notes.

PAPER- Newspaper.

PLASTICS: Milk jugs, soda & water bottles, laundry detergent bottles-look for the #1 or #2 on the container.

SINGLE STREAM: recycling refers to a system in which all paper fibers, glass, plastics & metal recyclables, are placed into one container for recycling collection.

STEEL /BI-METALLIC CANS (tin): Beverage & food containers, coffee, fruit juices, etc.

YARD WASTE: Grass clippings, garden residue, branches, leaves, wood waste, (varies among towns).

   GRASS: Clippings from cutting your lawn.

Remember-RECYCLING helps to reduce the amount of waste being thrown away and keep your garbage cost down, saves landfill space and natural resources and helps to keep your costs down. Please remember to always rinse out your containers before placing them in the recycling containers for pick-up.

Not sure if an item can be recycled? Please call your local municipality to see if items are acceptable or if there are any changes to their collection programs.
*Please check with your Municipality to see if item is accepted in the future.

**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*
<table>
<thead>
<tr>
<th>Township</th>
<th>Acceptable Items</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dennison Township</td>
<td>Aluminum, Cardboard, *Glass-(bottles &amp; jars), Office, Paper, Paper, Plastic-(#1 &amp; #2), Steel/Bi-metallic cans</td>
<td>570-443-8190</td>
</tr>
<tr>
<td>Dorrance Township</td>
<td>Aluminum, Cardboard, *Glass-(bottles &amp; jars), Magazines, Paper, Plastic-(#1 thru #7), Steel/Bi-metallic cans</td>
<td>570-868-6394</td>
</tr>
<tr>
<td>Dupont Borough</td>
<td>Aluminum, Cardboard, *Glass-(bottles &amp; jars), Grass, Office Paper, Paper, Plastic-(#1 &amp; #2), Steel/Bi-metallic cans, Yardwaste</td>
<td>570-655-6216</td>
</tr>
<tr>
<td>Duryea Borough</td>
<td>Aluminum, Cardboard, *Glass-(bottles &amp; jars), Grass, Paper, Plastic-(#1 &amp; #2), Steel/Bi-metallic cans, Yardwaste</td>
<td>570-655-2829</td>
</tr>
<tr>
<td>Edwardsville Borough</td>
<td>Aluminum, Cardboard, *Glass-(bottles &amp; jars), Magazines, Paper, Plastic-(#1 &amp; #2), Steel/Bi-metallic cans, Yardwaste</td>
<td>570-288-6484</td>
</tr>
<tr>
<td>Exeter Borough</td>
<td>Aluminum, Cardboard, *Glass-(bottles &amp; jars), Grass, Office Paper, Magazines, Paper, Plastic-(#1 &amp; #2), Steel/Bi-metallic cans, Yardwaste</td>
<td>570-654-3001</td>
</tr>
<tr>
<td>Exeter Township</td>
<td>Aluminum, Cardboard, *Glass-(bottles &amp; jars), Paper, Plastic-(#1 &amp; #2), Steel/Bi-metallic cans</td>
<td>570-388-6090</td>
</tr>
<tr>
<td>Forty Fort Borough</td>
<td>Aluminum, Cardboard, *Glass-(bottles &amp; jars), Paper, Plastic-(#1 &amp; #2), Steel/Bi-metallic cans, Yardwaste</td>
<td>570-287-8586</td>
</tr>
</tbody>
</table>

*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

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

*Please check with your Municipality to see if item Is accepted in the future.
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
693-1311

White Haven Borough
Aluminum, Cardboard, *Glass-(bottles & jars), Paper, Plastic-(#1 & #2), Steel/Bi-metallic cans, Yardwaste
570-443-9129

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

Wright Township
Aluminum, Cardboard, *Glass-(bottles & jars), Grass, Leaves, Paper, Plastic-(#1 thru #2), Steel/Bi-metallic cans, Yardwaste
570-474-9067

Wyoming Borough
Aluminum, Cardboard, *Glass-(bottles & jars), Grass, Paper, Plastic-(#1 & #2), Steel/Bi-metallic cans, Yardwaste
570-693-0291

Wilkes-Barre Township
Aluminum, Cardboard, *Glass-(bottles & jars), Grass, Leaves, Paper, Plastic-(#1 & #2), Steel/Bi-metallic cans, Yardwaste
570-208-4635

Wyoming Borough
Aluminum, Cardboard, *Glass-(bottles & jars), Grass, Leaves, Paper, Plastic-(#1 thru #2), Steel/Bi-metallic cans, Yardwaste
570-693-0291

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.
**ANTIFREEZE RECYCLING**

**Exeter Borough**

Kost Tire & Muffler  
1801 Wyoming Avenue  
**570-693-4442**

**Forty Fort**

Vito’s & Gino’s Auto  
949 Wyoming Avenue  
**570-288-8995**

**Hanover Township**

Ron’s Service Station, LLC  
1510 Sans Souci Parkway  
**570-822-0003**

**Hazle Township**

Hazleton Oil & Environmental, Inc.  
300 Tamaqua Street  
**570-929-1793**

McCarthy Tire Service Co., Inc.  
178 Airport Road  
**570-455-4968**

**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**

**Larksville 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

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

JR & Sons Recycling
215 Division Street
Aluminum; Aluminum Cans; Appliances; Light-Iron;
Batteries; Brass; Copper;
Stainless Steel; Wire; etc.
570-706-9648

Larksville Borough

James Tabit & Sons
1151 Washington Avenue
Air Conditioners; Aluminum;
Aluminum Cans;
Appliances (Without Freon);
Automobiles;

James Tabit & Sons-(continued)
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

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

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; 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.
**Auto TIRE RECYCLERS**

<table>
<thead>
<tr>
<th>Location</th>
<th>Company Name</th>
<th>Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Exeter Borough</strong></td>
<td>Kost Tire &amp; Muffler</td>
<td>1801 Wyoming Avenue</td>
<td>570-693-4442</td>
</tr>
<tr>
<td></td>
<td>Falzone’s Service, Inc.</td>
<td>365 Pierce Street</td>
<td>570-287-8501</td>
</tr>
<tr>
<td></td>
<td>Kost Tire &amp; Muffler</td>
<td>374 Wyoming Avenue</td>
<td>570-283-0568</td>
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<td>McCarthy Tire Service Co., Inc.</td>
<td>520 Pierce Street</td>
<td>570-283-0521</td>
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<tr>
<td></td>
<td>T &amp; F Tire Supply Co., Inc.</td>
<td>527-533 Market Street</td>
<td>570-287-6712</td>
</tr>
<tr>
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<td>Eddie’s &amp; Jack’s Garage</td>
<td>555 W. Main Street</td>
<td>570-735-3466</td>
</tr>
<tr>
<td><strong>Forty Fort Borough</strong></td>
<td>Vito’s &amp; Gino’s Auto</td>
<td>949 Wyoming Avenue</td>
<td>570-288-8995</td>
</tr>
<tr>
<td></td>
<td>McCarthy Tire Service Co., Inc.</td>
<td>178 Airport Road</td>
<td>570-455-4968</td>
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<td><strong>Hazle Township</strong></td>
<td>McCarthy Tire Service Co., Inc.</td>
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<td><strong>Hazleton City</strong></td>
<td>Lehigh Tire Co.</td>
<td>301 W. Broad Street</td>
<td>570-455-5854</td>
</tr>
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<td></td>
<td>Barry Postupack, LLC</td>
<td>139 E. Green Street</td>
<td>570-454-0841</td>
</tr>
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<td><strong>Kingston Borough</strong></td>
<td>Falzone’s Service, Inc.</td>
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<td>570-287-8501</td>
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<td><strong>Nanticoke City</strong></td>
<td>Eddie’s &amp; Jack’s Garage</td>
<td>555 W. Main Street</td>
<td>570-735-3466</td>
</tr>
<tr>
<td><strong>Pittston City</strong></td>
<td>Jack Williams Tire Center</td>
<td>294-296 S. Main Street</td>
<td>570-655-8181</td>
</tr>
</tbody>
</table>

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

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

Wilkes-Barre City

Abe N. Solomon, Inc.
701 S. Main Street
570-822-5182

Bielecki Scrap & Recycling
640 N. Pennsylvania Avenue
570-822-2002

McCarthy 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.
(W. B. City Continued)

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

**TRANSFER STATION**

Municipal Solid Waste

**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

**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

**McElhatten, 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.
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.
Kingston Borough

Bonner Chevrolet Co., Inc.
694 Wyoming Avenue
570-287-2117

Falzone 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

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

Nanticoke City

Eddie’s & Jack’s Garage
555 W. Main Street
735-3466

West Nanticoke

Joe’s Auto
R 5 Alden Road
570-814-6795

Pittston City

Jack Williams Tire Center
294-296 S. Main Street
570-655-8181

Pittston Township

T.J.’s Auto
342 S. Main Street
570-655-9469

Plains Township

Cross Valley Auto
121 N. River Street
570-823-3114

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.
Jo Dan Motors
1339 N. River Street
570-570-829-2043

Plymouth Borough

Chervy’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.
AN ACT

1 Establishing a recycling program for certain covered devices;
2 imposing duties on manufacturers and retailers of certain
3 covered devices; providing for the powers and duties of the
4 Department of Environmental Protection and for enforcement;
5 establishing the Electronic Materials Recycling Account in
6 the General Fund; and prescribing penalties.

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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; 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
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; <---

(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).

 Section 305. Manufacturer plan and reporting.

 (a) Collection, transportation and recycling plan.--

 (1) A manufacturer shall establish, conduct and manage a

 plan to collect, transport and recycle a quantity of covered

 computer devices equal to the manufacturer's market share.

 The plan shall be submitted to the department for review.

 (2) A group of manufacturers may submit a joint plan to

 collect, transport and recycle the manufacturer's market

 share.

 (b) Contents of plan.--The plan required under subsection

 (a) shall include:

 (1) Methods that will be used to collect the covered

 devices, including the name and locations of proposed

 collection sites.

 (2) The processes that will be used to recycle,

 including a description of the recycling processes that will

 be used and the names and locations of recyclers to be
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) (I) 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.
(II) 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 YEAR AND DOCUMENTATION VERIFYING COLLECTION AND
RECYCLING OF THE DEVICES.

(D) 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.

(E) Approval of plan.--

(1) 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.

(2) 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).

(3) 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 ACCOUNT and shall be used to fund the
activities under section 501 and other recycling programs
within this Commonwealth THIS ACT.

(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.

(f) 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.

CHAPTER 5
ADMINISTRATION

Section 501. Duties of department.

The department shall:

(1) Encourage the use of existing collection and consolidation infrastructure for handling covered devices to the extent that this infrastructure is accessible on a regular and ongoing basis to at least 85% of the population.
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 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

http://www.legis.state.pa.us/CFDOCS/Legis/PN/Public/btCheck.cfm?txtType=HTM&sess... 4/25/2013
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 the components or subassemblies thereof
ITS COMPONENTS, 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
OF THEIR COMPONENTS 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 ENVIRONMENTAL QUALITY BOARD 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 determine 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.

20090HB0708PN4465 - 22 -
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](http://www.dep.pa.gov) > Businesses > Land > Waste > Recycling > Electronics Recycling or, contact the Recycling Hotline at 800-346-4242.
PADEP Electronics Recycling Information
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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### CHECKLIST FOR RECYCLING COLLECTION CONTRACT

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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.

3.06 **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>
</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.

4.01.03 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 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.

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.
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.
INSURANCE REQUIREMENTS

5.01 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.

5.02 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

<table>
<thead>
<tr>
<th>Included</th>
<th>Not Included</th>
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</thead>
</table>

Bid Bond or Certified Check in the amount equal to Ten percent (10%) of the annual bid amount (Sec. 2.04)
Completed Non-Collusion Affidavit (Sec. 2.14)
Notarized Financial Statement and Report (Sec. 3.01)
Plans and Specifications (Sec. 3.02)
Sworn Statement (Sec. 3.02)
Letter from a Recycling Center (Sec. 4.01.02)
Letter/Agreement from a Composting Facility (Sec. 4.01.02)
Completed Questionnaire (Page 35)

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).
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>
<thead>
<tr>
<th>Recyclable Item</th>
<th>Monthly Cost Per Dwelling Unit-Increase (or Decrease)</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</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 ________________, __________ 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>
</tr>
</thead>
<tbody>
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</tbody>
</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.


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:________________________

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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.
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:  

____________________________  

By: ________________________________  

___________________________  

(Printed)  

Title  

____________________  

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 __________________________, 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: ______________________

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 __________.
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
## CONTRACT DOCUMENTS INDEX

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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.
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 Documents
3. General Conditions
4. Specifications
5. Insurance Requirements
6. Checklist
7. Non-Collusion Affidavit
8. Bid Proposal
9. Exception(s) to Contract Documents
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.
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, 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 name] 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 [facility name], located at [address].

**OPTIONAL**

**OPTIONAL** Township elects to allow small businesses to voluntarily participate in the refuse collection program.

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
One 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.
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
   **Option 1:** ______________ 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>
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<tr>
<td>e-Waste (OPTIONAL)</td>
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<tr>
<td>Food Waste (OPTIONAL)</td>
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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
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.

4.02.04 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.

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.
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.
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

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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:

   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>
<thead>
<tr>
<th>Recyclable Item</th>
<th>Monthly Cost Per Dwelling Unit-Increase (or Decrease)</th>
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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 Model No.</th>
<th>Type of Body</th>
<th>Capacity</th>
<th>Present Condition</th>
<th>Present Location</th>
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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?

<table>
<thead>
<tr>
<th>Name of Municipality</th>
<th>Date of Contract</th>
<th>Term of Contract</th>
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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. ____________________________________________

______________________________________________________________
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: ______________________________
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 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                Title

_______________________________
Address                        Address

_______________________________
Telephone                      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: ______________________

______________________________

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: (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: 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 _________
Towmship, _______________________, ___________, 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.

DULY adopted by the Governing Body of the Municipality this ________day of __________________________, 201_.
Recycling Ordinance Guideline Table of Contents

1.0 INTENT

2.0 RESPONSIBILITIES OF PERSONS REQUIRED TO RECYCLE

1. Overall Requirements
   A. Materials to Be Separated for Recycling
   B. Preparation of Materials

2. Residential Requirements

3. Businesses, Institutions, and Multi-family Requirements
   A. Containers and Receptacles
   B. Education

4. Other Recycling Provisions

3.0 RESPONSIBILITIES OF HAULERS

1. General Hauler Responsibilities

2. Time of Collection

3. Collection & Delivery of Recycles
   A. Manner of collection/Collection vehicles
   B. Delivery of recyclables/Material specifications
   C. Reporting of alternative marketing
   D. Non-designated processor requirements
   E. Materials to Approved Facilities
   F. Reporting the Origin of Materials
   G. Customer List Submission
   H. Bin Distribution

4. Other Hauler Requirements
   A. Licensing requirements (Reserved)
   B. Service description required
   C. Low volume generation discount required
   D. Vehicle facility requirements
   E. Hauler training/meeting attendance required
F. Form completion required
G. Office staffing or answering service required

4.0 MISCELLANEOUS

1. Designated Recycling Containers
   A. Residential bins
   B. Commercial/multifamily containers

2. Accommodations for the Disabled

3. Integrated Waste Management Required
   A. Integrated, comprehensive service required
   B. Container specifications
   C. Exemption requests
   D. Municipally provided services permitted

4. Variance
   A. Suspension of Processing
   B. IRC Approval

5. Enforcement
Municipality 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
"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
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 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
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, asphalitic 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 ________________________________
§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 Municipality 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 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.

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 ________________________ date of _______________ , 201__. 

ATTEST:

______________________________
Municipality Clerk or Secretary

APPROVE:

______________________________
Mayor or Chair of the Board of Supervisors
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.
Municipal Solid Waste Management Plan

Introduction:
Adopted:

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.
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/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, *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.
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 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

DEMOLITION AND CONSTRUCTION WASTE

RESIDUAL 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

EXAMPLES:
- TIRES
- CHEMOTHERAPEUTIC
- INFECTIOUS
- DOMESTIC SEWAGE SLUDGE
- INCINERATOR ASH
- WHITE GOODS
- OIL WASTE
- HOUSEHOLD
- HAZARDOUS WASTES
- FRIABLE ASBESTOS
- PCB CONTAINING WASTE
- DREDGE MATERIAL

EXAMPLES:
- BUILDING MATERIAL
- WOOD
- METAL
- CONCRETE
- ASPHALT

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 do 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. DUNCAN: 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 doing a pretty good job of tracking everybody down.

Next I’m just going to do a little bit on the second. Can we go around the room and just do a quick introduction - who you are, what company you’re with, or where you’re from, and anything else that you would like to offer the SWAC.


MS. DENARDI: I’m pretty sure everybody knows me.

MS. MILLER: I’m Palmira Miller with Pennsylvania Environmental Council, also with Keep Northeastern PA Beautiful.

MS. DUNCAN: Yes, and if you can’t hear me, please let me know. But I’ve never run into that issue.

MR. HAMBROSE: John Hambrose from Waste Management.

MR. FRATI: I’m Butch Frati with the city of Wilkes-Barre, Director of Operations.

MR. BRENNER: Jason Brenner, Brenner Recycling in Hazleton.

MR. KASHATUS: My name is Tom Kashatus. I’m with the Newport Township Community Organization.

MR. HINES: David Hines with the city of Pittston.

MR. PIEPOLI: Michael Piepoli with CES Landfill.

MR. LONGFOOT: I’m Ryan Longfoot. I’m with Dallas Area Municipal Authority.

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.

MR. NEWTON: David Newton, Gannett Fleming.

MR. FRATI: I’m Butch Frati with the city of Wilkes-Barre, Director of Operations.

MR. BRENNER: Jason Brenner, Brenner Recycling in Hazleton.

MR. KASHATUS: My name is Tom Kashatus. I’m with the Newport Township Community Organization.

MR. HAMBROSE: John Hambrose from Waste Management.

MS. DENARDI: I’m pretty sure everybody knows me.

MS. DUNCAN: 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 doing a pretty good job of tracking everybody down.
I think those are the main items. Sometimes what we'll also do is add a section to the website for interesting websites or articles. And we welcome the SWAC to contribute to that. Obviously, with some of the stuff that happened in the past year, year and a half, with recycling, there is an opportunity to throw a lot of different interesting articles up from resource recycling and other sources. And we've been doing that on some of our other plans. So I'm happy to do that for this one, as well.

We will also be posting SWAC exercises. We'll have an initiative exercise. It's just to gauge a sense of what you think are issues that you're seeing in maybe your municipalities, possibly at your facilities. It's a broad range of elements and ideas.

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.

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.

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 project page on B&L's website. It actually is paperless as much as possible. We will have a PAPERLESS distribution. So, obviously, in an effort to save paper, we're going to try to go paperless as much as possible. We will have a project page on B&L's website. It actually is going to be a separate link. And if you wanted to jot this down, you're welcome to. But we will be sending this in an email. It will be https://Luzernecountyswmp.com.

If you go there right now, it just says Coming Soon, or something kind of along those lines. But it will be live probably by the end of next week. That's where we will post agendas, sign-in sheets, meeting minutes, a list of the SWAC members. We will post draft chapters once they're ready. I will post a tentative schedule/timeline for when we look to have the elements of the plan done and SWAC meetings.

I think those are the main items. Sometimes what we'll also do is add a section to the website for interesting websites or articles. And we welcome the SWAC to contribute to that. Obviously, with some of the stuff that happened in the past year, year and a half, with recycling, there is an opportunity to throw a lot of different interesting articles up from resource recycling and other sources. And we've been doing that on some of our other plans. So I'm happy to do that for this one, as well.
Schedule. Just to hit on this a little bit.

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 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.

1. Does anybody have any questions on housekeeping items?
   2. (No response.)
   3. MS. DUNCAN: All right.
   4. 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.
   5. 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.
   6. 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.
   7. Do you guys all have a handout of the solid waste categories chart? Perfect. Most of you are probably very familiar with this chart.
   8. 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.
   9. 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.
   10. 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?
   11. (No response.)
   12. MR. KASHATUS: Where do you have electronics on here?
   13. 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.
   14. 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?
   15. 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...
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.)

Exercise On Ranking Issues. That will be a discussion of what guys you are seeing in Luzerne County, are there any questions on where we are at now in the process?
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. DUNCAN: 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 that 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,
1. case of electronic recycling, there's typically a 
2. cost involved with getting rid of electronics. 
3. If we want to make it easier on them and more 
4. financially available to them, we shouldn't be 
5. adding additional costs into the process just to 
6. make a match happen. And that's just one of the 
7. things that, I've looked at that language, and I 
8. don't understand why we can't do that. 
9. MR. PIEPOLI: With the 10-year capacity, what 
10. are the DEP requirements? Do you have to have 
11. agreements with the facilities to accept waste. I 
12. mean, what... 
13. MS. DUNCAN: Yeah, so I'll hit on yours first, 
14. and then I'd like to come back to yours. 
15. Yes, for DEP they want to see contractual 
16. agreements between disposal facilities that 
17. guarantee a minimum of 10 years of capacity. 
18. MR. PIEPOLI: That's on a projected volume? 
19. MS. DUNCAN: That's exactly right, yes. So 
20. we'll do projections for how much material we think 
21. Luzerne County will generate that will require 
22. disposal. And then we have to show contracts of 
23. facilities that are willing to say, we'll set aside 
24. X amount of tons for you each year. 
25. MR. PIEPOLI: Does that include recycling 

1. centers, too? 
2. MS. DUNCAN: No, recycling centers are not 
3. included in that. So what I typically do is I 
4. actually assume that next to no recycling is going 
5. to happen -- 
6. MR. PIEPOLI: Okay. 
7. MS. DUNCAN: So that we're in the same 
8. position as if the recycling would just completely 
9. stop. Not that that's going to happen, but I like 
10. to be on the safe side. So I hope that answers 
11. your questions on disposal capacity. 
12. But to come back to yours. And, Beth, we 
13. have to talk about your specific registration 
14. program that's required. But I do know that there 
15. is a requirement to register the location of all 
16. dropoffs at the state level, not just through 
17. Beth's department. And that might be part of the 
18. issue that they're getting into with locations. 
19. MR. BRENNER: I mean, I just know from my 
20. interpretation of the language as I have read it, 
21. that, oh, it can't be at a private recycling 
22. center. And for me, I'm looking at it only from my 
23. perspective. I'm sure there's a thousand other 
24. people, stakeholders, that are involved. 
25. But from my perspective, I'm sitting there 

1. looking at that and going, Well, now I've got to 
2. move everything. And, you know, the analogy I 
3. could make is, you know, we all send a piece of 
4. mail. And a piece of mail costs, what, 55 cents or 
5. something for a stamp. So we do that on an 
6. industrial level, and you're talking about moving 
7. big machinery or big things or people. And there 
8. are costs to that. 
9. And so, really, we're pushing money around, 
10. and it's not going to where I think it ultimately 
11. needs to go, and that's into our taxpayers' and our 
12. residents' benefit. 
13. MS. DUNCAN: Well, I jotted that one down. 
14. I'd like to take a look at that a little bit more, 
15. your question on having -- and I just want to make 
16. sure I have it right, but having e-waste 
17. collections at private entities. 
18. MR. BRENNER: Yes. 
19. MR. FRATI: I have a question. 
20. MS. DUNCAN: Yes. 
21. MR. FRATI: Now, we're trying to determine the 
22. capacity of waste and recycling collected over a 
23. 10-year period. 
24. MS. DUNCAN: Yes. 
25. MR. FRATI: One of the challenges that we have 

1. in the city of Wilkes-Barre, we supposedly collect 
2. for 43,000 residents. I promise you, it's more 
3. like 50,000. I could show you the tonnage 
4. differences. So how do we translate that 
5. accurately into a report? 
6. So we rely on the census to tell us how many 
7. people are in the city of Wilkes-Barre. 
8. MS. DUNCAN: Right. 
9. MR. FRATI: I think we all know census tracks 
10. mean actually nothing. If you see the amount of 
11. municipal waste we collect at curbside, it's 
12. astonishing. And it goes up every year, and the 
13. population has actually dropped based on the 
14. census. So how do we convey that into an accurate 
15. number for landfills and recycling centers to 
16. understand how much capacity a city like 
17. Wilkes-Barre, as part of Luzerne County, will 
18. required? 
19. MS. DUNCAN: Sure. So the way we look at it 
20. is we take your tonnage generated as a county 
21. whole, not necessarily on a municipal level, but, 
22. obviously, it would include your municipal tonnage. 
23. That's reported to DEP through the waste 
24. destination reports from the facility. 
25. 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 per capita rates. 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...
because we need a separate size toter for the seniors in the community, but in this community, we're going to do something different in it. You know, come on. It's 2019.

MS. DENARDI: Well, we are a little bit different, John.

MR. HAMBROSE: Good.

MS. DENARDI: We do have a tire collection that we've been running for the past 15 years that's extremely successful; I will say that.

As far as the electronics issue, the office has been doing their best to address the issue and reach out to the towns. As far as private industries are concerned, that would be an issue that would need to be taken up with the state simply because, as we all know, the law is not fixed. The problem starts with the law. I can only pass on what I am told.

MS. DUNCAN: That's CDRA. Sorry, Beth.

MS. 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 whatever classification they put it under, the electronics.

MS. DUNCAN: Yes. The CDRA obviously determines what materials are now no longer allowed in the landfill. And then from that, there's the reimbursement for those programs.

MR. BRENNER: Right, yes. I guess it establishes that line of money, if you will. But I guess, you know, from my comments earlier, I guess where I'm confused is then my interpretation of the CDRA is it does not say that a private company can't be the ones that are doing the -- on private property, let me put it that way. On private property, a company can't be the one doing the collection for community XYZ, you know, if they make an arrangement to have those things, and still be able to apply for the money that is coming into the states from the CDRA and the OEM manufacturers of these things.

So I don't know where that line is drawn, and I don't know -- and any time I seem to ask anyone -- and I'm probably not asking the right people admittedly, but we kind of stare at this, and we go, I don't get it, you know.

So if it's something that we do have to go down to the state, well, then, through, you know, our connections with our trade organizations, stuff like that, well, we can go and lobby our state legislators, and we can do those things to potentially make some inroads hopefully maybe, if we're lucky.

MS. DUNCAN: I'd have to check on that one a little bit more, I'll be honest. I'm not quite sure about the private property question. But I'm happy to take a look at that, and I'm happy to reach out to our contacts at DEP and see what their take is, as well.

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: Well, I don't know that I would say you can never. Ryan is in charge of three communities.

MR. HAMBROSE: So you're the unicorn?

MS. DENARDI: We don't tell them what to do. We leave that to the towns to decide. But we don't have any two that do anything alike.

MR. HAMBROSE: Could the plan be the place where you recommend that, you know, there are benefits that should be explored?

MS. DENARDI: For...

MR. HAMBROSE: Consolidation and tax savings.

MS. DENARDI: In...

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
1 included in the plan.
2 MR. HAMBROSE: But I wanted to know from Beth,
3 in Luzerne County, is it mostly municipal contracts
4 with haulers? Or is it subscription service? Or
5 -- and I know Butch has his own collection.
6 MS. DENARDI: It's up to the municipality.
7 MR. PIEPOLI: Are there 11 DPWs in Luzerne
8 County like we have in Lackawanna County? It seems
9 like every town has one garbage truck.
10 MR. FRATI: We have 12.
11 MR. PIEPOLI: So 12 municipalities have their
12 own DPWs?
13 MR. FRATI: We do, yes.
14 MR. HAMBROSE: Butch, you have 12 in the city, 
15 is that what you mean?
16 MR. FRATI: Yes.
17 MS. HAMBROSE: Okay. But how about across the 
18 county? How many -- how is the trash being picked 
19 up?
20 MS. DENARDI: With the county, the Luzerne 
21 County office does not control how the towns pick 
22 up the trash. The towns control that.
23 MR. HAMBROSE: Right. I understand that,
24 sure.
25 MS. DENARDI: So you would need to go to the 
26 towns and ask them. Some are private 
27 subscriptions; some leave it up to the residents;
28 some go per bag; some go sticker on a bag; some 
29 have a sticker in a window. That's what I'm 
30 saying. Some have the town pick it up, or the town 
31 will drop it off, and then they'll let their 
32 residents call for something else.
33 So we don't tell them you have to do this and 
34 you have to do that. We leave it to them. They 
35 are the ones that decide what works best for their 
36 residents.
37 MS. DUNCAN: Part of our plan will be to put 
38 together the list of municipalities and what their 
39 current collection method is and update that if 
40 need be from the last plan. Because some of them 
41 probably have changed over ten years.
42 MR. HINES: There are 76 incorporated 
43 municipalities in the county, and I can assure you,
44 there are 76 different systems.
45 MS. DUNCAN: Yes, there are quite a lot.
46 MR. FRATI: I can say this, and John knows 
47 this. The city, we have a financial advisor who 
48 comes in and had a recommendation that there may be 
49 some cost-savings by trying to privatize our 
50 garbage collection. Now, that sounds great. And
51 over maybe a 15-year period, we may see that.
52 But, you know, when you have teamsters working 
53 for you, it's very difficult to try to implement 
54 something like that. We found -- and the only 
55 actual hard number bid we received was from Waste 
56 Management. And, you know, it made sense, but 
57 quite honestly, what it doesn't provide a city like 
58 Wilkes-Barre, narrow streets, hills, all sorts of 
59 things is when the person puts their garbage out 
60 late that night, and it sits out in the curb for 
61 another week until a private hauler comes back, it 
62 doesn't fly in our city.
63 It's very difficult to implement that. I 
64 still think that it could happen at some point 
65 countywide, and I think it's a great idea. But 
66 it's not in my lifetime I don't think we'll ever 
67 see that.
68 MS. DUNCAN: I will say that in my research on 
69 costs for these types of programs, I can 
70 definitely stand here and say that I do not think 
71 in this day and age it is cost advantageous for a 
72 municipality that does not currently have a 
73 municipal collection system to implement one. I 
74 don't think it's worthwhile for a municipality to 
75 go out and buy trucks and employ staff and do all 
76 this. But if they already have that system in 
77 place, a lot of those systems are running very 
78 well. They've had them. They are already on a 
79 maintenance schedule for their trucks and 
80 everything like that. It's just a huge capital 
81 adventure.
82 So a lot of municipalities are looking at 
83 really one of two options, I'll call it, which is 
84 subscription or contracted collection. And like I 
85 said, part of the plan will be to look at the 
86 municipalities in Luzerne County and figure out 
87 which ones have subscription, municipal collection 
88 or contracted collection. From that, we can 
89 disseminate if any have pay-as-you-throw, 
90 senior citizen discount programs, anything like 
91 that.
92 We'll also look at e-waste. I think you may 
93 have mentioned that -- or maybe Beth did. I 
94 apologize; I'm just not sure which one. But we 
95 will look at which municipalities have access to 
96 e-waste and/or HHW curbside collection.
97 MR. O'NEILL: Doesn't the cost-effective -- 
98 and Butch, you may be able to answer this -- based 
99 on DAMA, based on Kingston Borough -- I think 
100 Kingston Borough was actually kind of a model for
MR. LONGFOOT: Originally, yes. Similar, but, yes.

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.

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 the cost benefits just hadn’t been there because...

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you could see that.

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. DENARDI: 25 miles.

MR. DUNCAN: 25, okay.

MR. LONGFOOT: I’m talking about one side of Luzerne County to the other. But, in general, nobody is going to -- I mean, people would do it, but they’re not going to look forward to doing it.

MS. DENARDI: They won’t do it.

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.
MS. DUNCAN: I was going to say, maybe a recommendation for you is maybe we need a box truck at this point and a license, and you're ready to go.

MR. LONGFOOT: Gotta go bigger than that, yeah.

MR. BRENNER: But, again, if, for whatever reason, you're looking to get at the money side of the issue, if, for whatever reason, you're jeopardizing your rebate, your grant, whatever. I mean, it would be a little easier for us to take it, well, then, that's not beneficial to anybody involved, you know.

MR. LONGFOOT: No, no. I think there is improvement to be made as opposed to having one event a year, you know, because we have an event in August, and then the guy's television breaks in August. Well, now he's stuck with it till next August.

MS. MILLER: Or he throws it in a dumpsite or alongside the road.

MR. LONGFOOT: Or it ends up on the side of the road. It is an issue. I think we need to address it, you know.

MS. DUNCAN: Well, one thing I would like to look at, and this kind of goes along with the deficiency evaluation and what you mentioned, the e-waste.

I think we talked about that, Eddie. But maybe we can roll e-waste and/or HHW into this, as well. And that is to look at just like what I said, the radius of where events are available or entities are available to take this material and the radius for residents because, like I said again, there's been...

MR. LONGFOOT: Well, that's the thing. I mean, it would be a little easier for us to take it and then deliver it, as opposed to having the residents deliver it. I mean, they're not going to want to travel that far.

MS. DUNCAN: So when you said it would be easier for you to take it, what exactly did you mean by that?

MR. LONGFOOT: Like, if we had our own, which I thought about, have our own dropoff site for electronics, then work with a private entity that would take these off our hands, outside of the collection that we have.

MS. DUNCAN: Yours is just a 1-day collection at, like, a park or something?

MR. LONGFOOT: It's a 1-day, 4 hours long.

You know, sometimes people can't make it. Sure, yeah, absolutely.

MR. LONGFOOT: It's a random Saturday in August so some people are on vacation, you know. So we could do better; I know that. I could do better.

MS. DUNCAN: But you'd be looking for maybe options as part of this plan?

MR. LONGFOOT: Yes, absolutely. I did take a trip to Sussex County recently, in New Jersey. They have a pretty neat -- Beth, I don't know if you were ever there. They have their own landfill. Anything that you have to dispose of, they have right there; it's there -- yard waste, foam, you know, I mean, they have everything. It was just a really neat operation, really cool. If you have a minute to look it up, it's just really neat.

MS. DUNCAN: I appreciate that.

MR. HINES: Okay. So for the last couple years since I've been back from Washington and up in Pittston, what I've seen is a significant decrease in our solid waste refuse. I go by the tipping fees, basically.

When I came back to Pittston five years ago, our tipping fees were maybe $150,000 a year. They're now barely $100,000 a year. And yet, as Butch says, I believe our population is undercounted and, in fact, growing up in Pittston. What I've seen is an explosion in the recycling.

We were doing single-stream. We have switched back to dual-stream this year trying to keep our systems going, our recycling going. And I thought it would stabilize. And when we separated out the cardboard and newspapers to a separate day this year, we actually saw an almost doubling of our cardboard and magazines, to the point we had to put an additional truck on the road.

So I actually have a fellow who does econometric modeling. Because our biggest problem is trying to predict the recycling order. I'm not even worried about garbage anymore because it's trending down; it's a nonentity. 20 years ago when I was on the Kingston council, garbage collection was the biggest problem. I don't even think about garbage anymore. It's recycling and how are we going to predict the trends in the recycling and what's the impact going to be on garbage. We have that factor out there.

For the county, the tire program that Beth
does has been a tremendous asset for us. We have not a lot of tire dumping up in Pittston because we have conditioned people, and we assist people with collecting the tires.

Our problem has been what everybody else has said. I'm sure Butch is aware. I look forward to the day when the last glass screen television and monitor -- because of the law of unintended consequences, when they made that hazardous waste, or whatever, no one is taking that. There is not a day that goes by that we do not pick up a computer monitor, a computer. I realize it was well-intended. The implementation has been abysmal.

Last year, we collected over 300 televisions, computers and computer monitors. And even for the dropoffs, a lot of elderly people, they physically cannot bring the device. And they're throwing it in their curb. And then they call us and say, Oh, there's a TV in the road in front of my house.

MR. FRATI: Every day.
MR. HINES: Every day without exception.
MR. FRATI: Three times a day.

MR. HINES: So that's a problem. And I don't know what the solution is. But, again, the law of unintended consequences. But the real big problem 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.

MS. DUNCAN: Well, for latex paint?
MR. HINES: Any kind.

MS. DUNCAN: 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
offender.

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: Flyers, periodically sent out, dropped off by public works employees. We tried enforcement. That goes back to a whole other thing. You know, we don't get a lot of cooperation from our magistrates in that regard -- It's only garbage, what are you doing to these people.

MS. DUNCAN: Okay.

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. FRATI: We were just able to get a bonus. We pick up your garbage, recycling and yard waste curbside every day in five different areas of the city.

We're actually sending out two more recycling trucks than we do waste collection trucks. 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
MR. FRATI: Yeah, they do. Now they're taking what they can no longer recycle, which has no value, and it's becoming waste, and, you know, they're disposing of it, so...

MS. DUNCAN: You guys might run into a situation, too, to your comment where you're collecting a dual-stream at the curb, and you actually merge it back into a single-stream processing facility. We see that happen a lot so that way, the curbs are clean, and the residents hopefully turn out more clean product. And it stinks because you get such a clean product that should be better marketed, but the market is single-stream.

MR. LONGFOOT: But it's in the mix right in, and that's what I was wondering.

MS. DUNCAN: But the MRFs are single-stream, so it goes back and gets merged together at the end.

All right. Anything else? That was incredibly helpful.

MS. MILLER: I feel the biggest thing is the e-waste that we talked about. And, of course, tires. Tires aren't as big a problem. I think a lot of them hold them for Beth's event once -- 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 want to ask one thing. Who would handle your dual-stream in Wilkes-Barre? Because you guys must generate...
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 $5,000 and 7,000 a month check for 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...
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.

And we can't pick up two different kinds of recycling or recycling garbage at one time; we simply don't have the manpower to do it.
The garbage men are the recycling men are the yard waste men.

MS. DENARDI: There are several factors; it's not just one thing, you know. It is the manpower; it is the trucks; it is the weather. You know, it is the educating or re-educating all over again.
It is contamination. You know, it's all of these little things that add up.
And, again, we didn't get here overnight; we're not going to get back overnight. But all the towns are in the same predicament; they're all in the same predicament. You hit the nail on the head when you said you teach somebody how to drive a truck, and then they're gone.

MR. HINES: They're gone. Our retention rate for younger drivers has been zero for two years.
MS. DENARDI: So, you know, labor is a problem.

MR. O'NEILL: I would think that's the main reason why, as you stated earlier, I mean, I'm sure there are other cost factors. But that alone, just the human resource element, is reason enough to let...
somedbody 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 two if they would work. You know, I think they need to be developed, you know, because we have drivers; we can get drivers easier than you guys can, you know. It's just different -- like, I know 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...
So as soon as it breaks, you know, you got brown
you have to separate your glass by the color of it.
the second it breaks, it's a nightmare, not only
commodities out there. Glass is a big one because
stretch of the imagination, but there are problem
people putting things in there that shouldn't be in
commingled, that will work. It's a matter of
consciously contaminating things that are
contaminated with food, with paint.
that -- the glass, obviously, almost
instantaneously breaks in a truck. So if you want
to try to pull that out, now you've got shredded
paper and plastic, and that all contaminates it.
So you have a very contaminated glass recycling
stream.
shredded paper; that's a huge issue. Glass; bottle
caps that have been taken off and thrown in
separately from the bottles. All those little
things get separated out at the size separation
right at the beginning.
So all of that stuff falls through, and now
that -- the glass, obviously, almost
stand much of a chance once you --
MS. DUNCAN: Absolutely.
MR. FRATI: We actually plan to remove glass
from the recycling stream because our multiyear
analysis has shown it's very unlikely the market is
going to recover from that. But it was just too
much for us to go to dual-stream and take the glass
out of the recycling. It would be too much. But I
do not expect to be having -- and then that's going
to add some weight to the garbage stream at some
point.

MS. DUNCAN: Yes, and take weight off of the
recycling, which was another whole thing.

MS. DENARDI: Can I say just say that with the
educational programs that we have started with the
towns --
And, Tom, I know you're our last one. We
won't forget about you. I'm going to be very
brief.

We asked the towns to come up with an ad, and
we gave them a sample size and what would go in it
for the ad. And a lot of the towns are turning to
their haulers. I'm not picking on haulers; I'm not
picking on haulers, okay. But what they're doing
is they're turning to the people that pick up their
refuse and, you know, that are also part of the
recycling.

And I look at these ads, and I think it's very
important that we get everyone -- and I mean
everyone -- I mean the towns; I mean the people
that are in charge of it in the towns; I mean the
people that are collecting it from the towns; I
mean the haulers.

And I'm going to tell you why. One ad, in
particular, says, We take Plastic #1 to #7 in the
Yes column. And then in the No column, it says, We
won't take plastic bags; that's #2. We won't take
Styrofoam; that's #6.

On one side, you're telling the residents
you're going to take 1 to 7; and on the other side,
you're saying, We're not taking this; we're not
taking that.

I know what these plastics are, and it's
confusing. And I can see that for someone that
doesn't know, imagine how confused they're going to
be. Well, on one side, you said -- and I hear what
you're saying about the contamination rate, and I'm
not disagreeing with what anybody is saying. But
when something like that is presented to the
residents, and they're putting that out for
education, can you see where the confusion comes in
and why there is so much contamination? Which is
why we all have to get on the same page with this,
all of us; everybody that has their hand in this.

It's not enough to just say this one is going
to do it or that one. But I've seen this ad more
than once.

MS. DUNCAN: Yes. And I think it simply comes
back to they think if they put Plastic 1 through 7,
they think people are going to know that that means
generally bottles that are 1 through 7, or
whatever. That's not the case.

MS. DENARDI: Right.

MS. DUNCAN: Residents are looking for that
god-awful triangle on everything. And if it has a
number on it, it goes in the recycling bin. But
the reality of the fact is that a lot of those
materials that have the triangle on, it doesn't
matter what number it is, they're not recyclable;
there's not a market for that material.

And that goes back to what you were kind of
saying. There are some markets that are still, I
don't want to say strong, surviving maybe is a
better word. Corrugated cardboard is one of them.
Office paper, clean office paper is another.

And that just goes to why these guys have
decided to go dual-stream, to try to segregate out
those materials even more, so they don't get the
food waste contamination or the liquids
contamination or anything else because there are
still markets available for those.

MR. BRENNER: One more question, because this
just popped into my head. But with this plan
supposed to be looking ten years forward, I
suppose, we're going to start seeing things in our
streams that we don't see right now on a large
scale.

I don't know that in our community necessarily
at this point that we have a whole heck of a lot of
hybrid cars with the batteries. But those are 700
volts DC. I mean, you get some poor soul there who
decides that he's going to take his battery out by
himself, he's going to electrocute himself, and
he's going to die. That's a lot of current on the
DC level.

You know, lithium ion batteries, a humongous
fire risk, whether we're talking in our landfills,
at our recycling centers, whatever. You know, so
when we start talking about this plan and, you
know, perhaps education a little bit, where do we
start fitting these things that aren't maybe
problems yet, but they're going to be based on
where our society is going in terms of using
electronics and using all different things that we
use in everyday type of activities?

MS. DUNCAN: And I think that's going to be an
ongoing thing. I mean, I think part of the plan is
going to be to evaluate those materials probably on
an annual basis for education. But I can't stand here and say that I know exactly what materials are going to be honestly, I'm not going to say recyclable, but marketable ten years from now. I don't think a lot of us in the industry really saw China coming until it happened, and it was upon us. So I do think that's going to be part of the plan to continually look at the markets and honestly talk to the people that are marketing this material and figure out if there are even markets available before we unnecessarily put it into a recycling program.

I think sometimes, in my opinion, that's where some of our disconnect happens, is that we put bids out sometimes not necessarily for you guys to have your own system. But communities, municipalities put bids out on the street for haulers to come and collect material. And they've heard or saw that adjoining municipality was collecting 1 through 7 plastics and Christmas trees and bulk collection items, and they put it all in. They said, we want everything be collected. And now we're trying to kind of back off of that, and that's going to be a hard part of the plan to figure out what materials are really marketable. But we have to have the end markets available before we unnecessarily put it into a recycling program.

I mean, obviously, there's a whole industry now for fire recognition equipment that can sit there and constantly detect if there's a hotspot so they can spray stuff. So a whole industry came out of battery recycling, essentially.

I'm so sorry; I promise we didn't forget about you.

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.
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.

get to 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
MS. DUNCAN: Out of curiosity, how many residents do you get calls from?

MS. DAVIS: Well, let's put it this way: We probably do at least two a week, at least two a week.

MS. DUNCAN: That you actually go to?

MS. DAVIS: That's not counting the ones that we try to refer to events that we know that are happening and that are willing to wait.

I mean, you'll still have that one that goes, no, I want it done now. You'll see it done at the event because we do it onsite; everything is shredded right there for you. But they'll be, like, well, that's like a month away; can you come next week.

So it depends, but we do get a lot of residential calls.

MS. DUNCAN: Okay. All right. That's really interesting to me because it's not something I hear often about, paper-shredding being something that's in high demand, especially at the residential level. I mean, commercial side, yeah, we always have -- there's always Shred-it and different companies available.

MS. DAVIS: You'll be amazed at how many people out there -- and some of these events are really big. Some of these events do really well.

DAMA does really well. I live in Dallas. So, you know, I put it out to my friends, and then I'll do a flyer, and then they'll pass it around and put it out there. And some of these events bring in, what, 4,000, 5,000 pounds of paper.

MS. DENARDI: And that's at no cost to the towns because they get reimbursed from us.

MS. DAVIS: So it's definitely a benefit to them.

MS. DUNCAN: All right. Eddie, anything since we've kind of come around?

MR. O'NEILL: No, we covered a lot of stuff.

MS. DUNCAN: We did.

MR. O'NEILL: I thought I would try to make a contribution, but I think we covered quite a few things here.

MS. DUNCAN: You obviously participated in the dual-stream, so you kind of piggy-backed on that one. That was a good one.

Well, I appreciate you guys all coming and sharing your thoughts. This gives me honestly just insight into Luzerne County, into what you guys do, into the operations that are already in place in Luzerne County; for you guys, what you're doing at the municipal level in Luzerne County, interest groups. It just gives me more insight into what the county is like.

So down to No. 6, our last one on the agenda. Obviously, we've had an open discussion on this.

Are there any other general comments that anybody would like to make before we kind of finish up and plan the next?

(No response.)

All right. Next meeting date, I was talking to Beth, I don't know that we'll have maybe a date, per se, hammered down. I was thinking November. I kind of like to separate these out. We essentially will have two SWAC meetings this year in 2019, and two SWAC meetings in 2020.

The first SWAC meeting in 2020 is probably going to hit about this same time. The second SWAC meeting in 2020, I foresee happening sooner than like a November equivalent because we'll be done with the plan. We'll be looking for you guys to provide your recommendations.

So with that being said, November is what we're looking at. Thursday obviously seems to be great. This is a good turnout for a SWAC meeting.

So we'll stick with a Thursday at 4:00. And I think, Beth, if you just want to check your schedule or send a note out to everybody and see which Thursday in November works.

MS. DUNCAN: With that, Beth will send out a notification. We'll get a date set for that next SWAC meeting. That will be up on the website, as well, right on the main page, next meeting date, and the tentative ones. That's all I've got for the good of the group.

MS. MILLER: So in the meantime, we can go on the website and things will be posted on there.

MS. DUNCAN: Exactly. There will be a tentative schedule, and the meeting minutes from today will be up there. Like I said, give it probably two to three weeks to be active and have all the information up.

One thing I will mention before the November 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.)
LUZERNE COUNTY SOLID WASTE
ADVISORY COMMITTEE MEETING #2
October 24, 2019 4:00 p.m.
Luzerne County Courthouse – Council Meeting Room
200 North River Street, Wilkes-Barre, PA 18711

AGENDA

1. “Housekeeping” Items
   Time tracking – sign in and out sheet
   Track meeting mileage for local grant match
   “Paperless” Distribution of Materials
   https://luzernecountywmp.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
### Luzerne County Waste Projections

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<tbody>
<tr>
<td>Estimated MSW &amp; C&amp;D (not including recyclables) Requiring Disposal</td>
<td>220,938</td>
<td>219,584</td>
<td>211,622</td>
<td>225,467</td>
<td>244,283</td>
<td>227,637</td>
<td>225,788</td>
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<td>Estimated Recyclables &amp; Organics Diverted</td>
<td>192,271</td>
<td>180,512</td>
<td>160,272</td>
<td>135,908</td>
<td>137,662</td>
<td>137,102</td>
<td>136,338</td>
<td>139,908</td>
<td>140,546</td>
<td>145,054</td>
<td>144,626</td>
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<td>143,341</td>
<td>142,913</td>
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<td>Total Typical MSW, including C&amp;D, and Recyclables</td>
<td>413,201</td>
<td>385,094</td>
<td>371,895</td>
<td>361,375</td>
<td>381,945</td>
<td>375,174</td>
<td>372,124</td>
<td>372,037</td>
<td>389,949</td>
<td>388,860</td>
<td>387,771</td>
<td>386,682</td>
<td>385,594</td>
<td>384,505</td>
<td>383,312</td>
<td>382,239</td>
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<td>Recycling Diversion, as a % of Typical MSW (including C&amp;D)/Recycling</td>
<td>47%</td>
<td>43%</td>
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<td>45%</td>
<td>36%</td>
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<td>Special Handling Waste</td>
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<td>35,786</td>
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<td>34,504</td>
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<td>31,545</td>
<td>31,473</td>
<td>31,404</td>
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<td>278,569</td>
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<td>281,815</td>
<td>304,612</td>
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<td>274,529</td>
<td>273,711</td>
<td>272,984</td>
<td>272,078</td>
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</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.
## Contact Information

1. **Jay B. Alexander, General Manager**  
   PO Box 209  
   McElhattan, PA 17748  
   570-769-6977

2. **Dan O’Brien, Business Manager**  
   299 Dunham Drive  
   Dunmore, PA 18512  
   570-343-5782  
   dano@kslco.com

3. **Dan O’Brien, Business Manager**  
   99 Commonwealth Road  
   Hegins, PA 17938  
   570-343-5782  
   dano@kslco.com

4. **Chuck Raudenbush, Jr.**  
   100 New Ford Mill Road  
   Montville, PA 19067  
   215-801-9108

5. **William F. Fox, Jr.**  
   2650 Audubon Road  
   Audubon, PA 19403  
   267-933-6048

## Cover Letter

1. **X X X X X X**

## Before Submission Deadline

1. **X X X X X X X X**

## Included Proper Forms

1. **X X X X X X X X**

## Completed in Ink or Typewritten

1. **X X X X X X X X**

## Disclaimer Statement

1. **X X X X X X X X**

## Correct Number of Copies

1. **X X X X X X X X**

## Correct Term of Contract

1. **X X X X X X**

## Type and Estimated Quantities of Waste to Be Accepted

1. **X X X X X X**

## Proposed Rate Schedule

1. **X X X X X X**

## Company Experience and Operating History

1. **X X X X X X**

## Lawsuit/Regulatory actions/fines

1. **N/A X X X X**

## Company Obligations

1. **X X X X X X**

## Contingency Plans

1. **X X X X X X**

## Deviations from RFP Scope or Specifications

1. **N/A N/A N/A X X**

## Agreement to Terms and Conditions of RFP, Sealed

1. **X X X X X X**

## Willingness To Accept Waste for the 15 year term agreement

1. **X X X X X X**

## Min. Tons/yr Guaranteed MSW/ Yr (conventional MSW + C&D)

1. **32,760 132,000 130,000 31,000 31,000 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

1. **Yes Yes Yes Yes Yes Yes**

## Table 1

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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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<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>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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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.
| 4. | There are no past or pending lawsuits or regulatory actions which would prevent satisfying any commitments to Luzerne County. |
| 5. | Keystone maintains Host Agreements with two boroughs, Throop and Dunmore. Keystone currently participates in numerous County Plans including Berks, Carbon, Cumberland, Dauphin, Lebanon, Luzerne, Monroe, Perry, 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. |
| 6. | Commonwealth Environmental Systems, L.P. is the designated back-up disposal facility. |
| 7. | 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. |
| 8. | Commonwealth Environmental Systems, L.P. is the designated back-up disposal facility. |
| 9. | Keystone Sanitary Landfill, Inc. is the designated back-up facility. |
| 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. | As provided for by PADEP guidance, Alliance Sanitary Landfill/Waste Management of Pennsylvania would like to negotiate the following aspects of the agreement: Capacity reservation and related provisions and sustainability assistance. |
| 13. | The Grand Central 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 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) |
| 15. | 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. |
| 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. |
## Municipal Solid Waste

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## Sewage Sludge

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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

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### Residual

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<th>Waste Reduction &amp; Recycling Transfer Station</th>
<th>Lehigh Valley Transfer Station</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.

**Notes:**
1. Annual escalation rate, 3%
2. Transfer Station Max. Tip Fee Submission Not Required by SOI.

### Contaminated Soil

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<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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### 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>
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<tbody>
<tr>
<td>1 Wayne Township LF</td>
<td>Lycoming County Landfill</td>
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<td>2 Keystone Sanitary LF</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>
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 Kasatus - 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 construction 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
going to get $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
effectively 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?

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 #4

DATE: Thursday, September 10, 2020
5:00 p.m.

PLACE: Emergency Management Building
185 Water Street
Wilkes-Barre, PA 18702

PROJECT ENGINEER:
John J. Wood, P.E.
Senior Managing Engineer
Barton & Loguidice
3901 Hartzdale Drive
Suite 101
Camp Hill, PA 17011-7843

COMMITTEE MEMBERS PRESENT:

Eddie O'Neill - Luzerne County Operations
Beth DeNardi - Luzerne County Recycling Coordinator
Butch Frati - Wilkes-Barre City Director of Operations
Tom Kashatus - Newport Township, Private Citizen
Ryan Longfoot - Dallas Area Municipal Authority
Palmira Miller - Newport Township Community Organization, Private Citizen

*Meeting reported and transcribed by
Angela Sallemi, RPR, CRR
MR. WOOD: Hi. My name is John Wood. I'm with the engineering firm Barton & Loguidice, and we prepared the Solid Waste Management Plan for Luzerne County. Worked with Beth and Eddie for the preparation of that. And, obviously, with you folks as the appointed SWAC members in the preparation of the plan.

Since there's no one else here today, I don't think we need to regurgitate what we've already talked about and what we've already presented. Beth and I were talking, it may be better just to continue the conversations that we were having. If members of the public show up, we'll entertain their thoughts and their questions.

MS. DeNARDI: I'd like to go around the room so that everybody can say who is here, who they're representing, so we have it on record.

Beth DeNardi, Luzerne County Recycling Coordinator.

MS. MILLER: Palmira Miller, recently retired from Tech but still with Keep Northeastern PA Beautiful and also Newport Township Community Organization.

MR. KASHATUS: Tom Kashatus, Newport Township.

MR. LONGFOOT: Ryan Longfoot with Dallas Area Municipal Authority.

MR. O'NEILL: Eddie O'Neill, Luzerne County Operations.

MR. FRATI: Butch Frati, Director of Operations for the City of Wilkes-Barre.

MS. DeNARDI: Okay. That's everybody.

MR. WOOD: So let's talk about the plan, the process. So we've had a draft plan. It's been advertised. It's been out for about 70 days.

MS. DeNARDI: Yes, about that.

MR. WOOD: So it's a 90-day review period, and that review period ends October 6th. So we still may receive comments from municipalities between now and then. But on October 6th, that will be 90 days where we've had it advertised for the public, as well as advertised or noticed all of the municipalities within the county. So that's where we are in the process.

Following that, we were talking about in later October, we had tentative SWAC meeting on October 21st. We'll be glad to meet with you, but if we don't have any comments, I'm not sure if we would still want to hold the SWAC meeting. We'll let that up to Beth to work with the SWAC members if we still wanted to meet. But if we don't have any comments in the interim...

MR. O'NEILL: John, are we monitoring the comments from that posting? I mean, is that something we can go and look and say, Okay, we've got five comments to date or two comments to date?

MR. WOOD: I've had no comments on our website. And you haven't had any comments?

MS. DeNARDI: Nobody from the public.

MR. O'NEILL: We haven't had any.

MR. WOOD: We've been monitoring, but we've had no comments.

MS. DeNARDI: And I spoke to Butch also. We have a sign-in sheet up there. Nobody has been up.

None has been up.

MR. WOOD: So Beth, then you were talking about later October taking it to the county executive.

MS. DeNARDI: Yes. That will go to the county manager. And the ordinance is on the schedule for the 22nd for the county council. That has to go before county council.

If we get approval from that, that, in conjunction with the plan, will go out to the county manager and council for 60 days. If there are no changes, I give it back to you. It gets printed, and then it goes out to the municipalities again for 90 days. After that, if there's nothing, we're done.

MR. WOOD: Then we submit it to the state.

MS. DeNARDI: Correct. Well, the state has a copy now; it's fairly consistent with what the previous plan was, which was reliance on the local landfills, the local private landfills. There really hasn't been a change with that.

We did add some transfer stations in that...
have spoken to some of our towns who say that glass has become a problem. I'm hoping that we could have a solution. If anyone has any suggestions and would like to email me, please do so. That's why the office is there, to help out.

MR. KASHATUS: Are you talking about windowpane glass and stuff like that? Or just the jars?

MR. O'NEILL: Yes, can you just describe what some of the issues are.

MS. DeNARDI: Bottles and jars of glass. A lot of the towns have gone to single-stream. When you put a glass jar in with a piece of cardboard, and it gets dumped in the back of a truck, it gets crushed. And when it gets crushed, it gets contaminated. When it gets contaminated and it gets dumped at the MRF, it gets thrown away.

The towns are getting charged an exorbitant amount because the recycling is coming in contaminated. Part of the contamination is the glass. Now, if we could find a way to help them recycle the glass and keep it out of single-stream, in conjunction with our recycling education, which strongly stresses rinsing out the containers, we may be able to help the towns with some of their costs.

want them to do is come in and register so we know.

MR. WOOD: The key point is, it's a registration not a license.

MS. DeNARDI: Correct. No, we do not license. We do not license. The state licenses. We just want to know who's there.

MR. O'NEILL: It's a registration per vehicle.

MS. DeNARDI: Correct. That's pretty much the only change that we have.

MR. WOOD: Correct, yes.

MS. DeNARDI: The electronics recycling collections that the towns are doing will continue for next year. The paper shredding that the towns are doing will continue for next year. The recycling education that the towns are doing will continue next year.

Can we tweak some of those programs? Probably. If anyone has any suggestions, we're open for them.

We are in the process of trying to work on helping the towns with glass recycling because it has become such a problem. I am in the process of speaking with someone with recycling markets, and I have spoken to some of our towns who say that glass...
MS. MILLER: So the glass basically has to go by itself, not even with plastic bottles.

MR. O'NEILL: You basically have to eliminate single-stream. I mean, that's the only way to do it. Is there any other way? I mean, is that a foregone conclusion?

You don't have to necessarily stop a single pickup. What if you had two containers and had them pick up in one pickup so they didn't have to make another trip around the municipality, city, whatever the case may be. And, you know, even if it meant making sure they had two people on the back of the truck with compartments, at least they wouldn't have to make a second trip for the week for the same area.

MS. DeNARDI: Correct.

MR. WOOD: Dual-stream would be what you're referring to.

MR. FRATI: But you know how we operate in Wilkes-Barre? 13 packers go out every single day. We have five on municipal waste. We have five on recycling and single-stream, and three on yard waste. The problem we have is we are geared up for single-stream. And for us to change that process to dual collection or strictly glass collection is going to cost a lot of money. You know, our trucks are -- we have a union shop. Our people pick up garbage, recycling and yard waste in the same day. It's hard to separate them.

The challenge we have, obviously, is having the residents participate in how to properly dispose of recyclable products. And, you know, we try to enforce as much as we can. We send out tens of thousands of dollars in fines. And we get no support from the magistrates, by the way. They throw them out; or they go from $500 to $50; or give us $5 every other week, or something like that. So it's hard to control that.

I don't know what the solution here is. But if we are going to do this process, a city like Wilkes-Barre -- and I don't want to speak for Nanticoke, but I'm sure Nanticoke feels the same way. It's going to take years to ramp this up, to change it.

MS. DeNARDI: Perhaps I would like to sit with you and discuss all the options. I can honestly say that should a town, borough or city have a drop-off, it might be one avenue that could be explored at least for one commodity. And the additional items could still be put out with the container.

I think recycling education is very, very big. I think we need to get back to the basics with the residents. You had a wonderful program going, Butch, because, if I'm not mistaken, you had it in two different languages.

MR. FRATI: Three.

MS. DeNARDI: Three, which was really great. But I think that the recycling education, in addition to what it is you're going to be collecting, will make a big difference.

And as I said, I'd like to sit with you and discuss what options are there because I think that it can be done. I really do.

MR. FRATI: Okay. Well, I'm open to any ideas and suggestions you may have, and I would look forward to having that set up. And I'll even include our deputy director of public works to get involved in this.

MS. DeNARDI: Wonderful. Wonderful.

MR. WOOD: A lot of people went to single-stream because it was easier. It's cheaper than having two different collections.

MR. O'NEILL: What if with something like glass, you were able to partner with other communities or other municipalities and have that separate but share the additional cost amongst five or six municipalities that are neighbors? And then keep your individual municipal single-stream everything but glass.

MS. DeNARDI: That's kind of what we're working towards, yes. The problem is while there's a demand for glass over here, we have all the glass up here. It's trying to meet in the middle.

And I have been talking with recycling markets; dealing with a company in Northampton County. And, again, the problem is who's going to come to the glass. Are we going to bring it down to them or are they going to come up to us? If they come up to us, is there going to be one drop-off? How do you make one drop-off, you know, fair to all the towns that are doing it?

Right now, we've got a lot of different things on the table, and it's just a matter of connecting the dots. I'm waiting to hear from recycling markets. And as I said to Ryan, we're trying to iron something out that it works for us and it works for them right now. They say they're crying for it. We have it.

I threw an email out to the towns, and I heard from about seven of them who said, yes, we
So you're paying -- you know, there goes your $30. But it's going to take you a truck, a driver; at least one hour down, at least an hour back. It would be nice if we had a solution for that. I mean, I'm not talking about the clear because I think that's worth -- I think last time I looked, it was about $30 a ton. But, I mean, $3, $4 a ton; that's too much? If they need it, don't you think they would buy it? It's really not that much money. It won't even pay for the hauling.

MS. DeNARDI: But I think with COVID, you know, because a lot of bars were closed. And people couldn't get out; the people that need the glass don't have it because people weren't out. And, you know, to my knowledge, what they had said to me was, We really want it if you have it. And I said, Well, we really have it; let's sit down and talk. And that's where we are.

MR. LONGFOOT: The brown glass is worth about $3 to $4 a ton. They're not willing to pay that? I mean, I'm not talking about the clear because I think that's worth -- I think last time I looked, it was about $30 a ton.

MR. WOOD: The one thing I've noticed in how Beth operates is -- and partly it's with who's here -- but this is good because of that interaction. And, you know, the county doesn't control the collection; it's all local. But Beth is an educational resource to you. And that's the valuable part here in Luzerne County. There are other counties that don't have that as a resource that I've seen. So you can help keep pushing, but they've got to pull you in also.

MS. DeNARDI: Well, you know what? There's a solution out there, and we'll find it. We started the recycling education last year, and it's a good thing.

MR. WOOD: Yes.

MS. DeNARDI: And it needs to be done. And it needs to be done. And, you know, the towns have been wonderful when it came to the special collections, the electronics and the paper-shredding.

And we'll continue with them. They could use the tonnages that they get on the paper-shredding for their annual report and also for grants. Because I know of four grants. And if we need to tweak the programs, we will.

MR. WOOD: One of the things is uniformity. Because I know when we've gone through each of the towns, they're not the same. There are slight differences; or, in some cases, major differences between the individual towns and the individual boroughs, which makes it a little more difficult for a centralized education program.

MR. LONGFOOT: You're losing more than $30.

MR. WOOD: Yes, exactly.

MR. LONGFOOT: That's true.

MR. WOOD: The challenge isn't the $3; the challenge is the cost of transportation.

MR. WOOD: So you put ten tons on a truck, you get $30. But it's going to take you a truck, a driver; at least one hour down, at least an hour back. So you're paying -- you know, there goes your $30.

And, again, I firmly believe that if we can pull the glass out and put it separate, that's going to be a solution to you. And that's the valuable part here in Luzerne County. There are other counties that don't have that as a resource that I’ve seen. So you can help keep pushing, but they've got to pull you in also.

MS. DeNARDI: Well, you know what? There's a solution out there, and we'll find it. We started the recycling education last year, and it's a good thing.

MR. WOOD: Yes.

MS. DeNARDI: And it needs to be done. And it needs to be done. And, you know, the towns have been wonderful when it came to the special collections, the electronics and the paper-shredding.
to clean up your recycling, and I think if all the
towns can do that, you're going to see a great
difference at material recovery facilities. And they
will also see an additional savings.

I, for one, can't wait for our towns to go
to a material recovery facility and call me and say,
Guess what, Beth, we're not paying you anymore. But,
again, I'm open for suggestions.

MR. KASHATUS: How about contamination of
the glass itself not being cleaned? Is that a problem?

MS. DeNARDI: No, no. From what I'm told,
the contamination rate is not that high when you just
collect glass separately. That's one of the issues I
brought up. And they said it's 5 percent, at best.
And I said, well, is that going to be a problem. And
they were, like, no, we haven't found it to be a
problem anywhere else.

MR. KASHATUS: It might not be a problem,
but I can see if you're going to advise the public or
anything like that, or you're going to try to set up a
policy in your local community, I think you should
have people washing it. Emphasize to wash the stuff
out before you throw it in the recycle bin.

MS. DeNARDI: That's where the recycling
education comes in. Make sure the product is clean
when you put it out or if you drop it off.

MR. KASHATUS: I think in the long run, it
will pay off.

MS. DeNARDI: Yeah.

MS. MILLER: What does it do with paper
labels? Does it have an effect on that?

MS. DeNARDI: That's not here nor there.
That will all get taken care of. It's more a matter
of just right now, just pulling the glass away. First
thing is first; you know what I mean? Then we take it
to the next step after that.

MR. WOOD: Much of the glass that's reused
is melted. So once you put it in a furnace, you're
going to burn off paper. You're going to burn off
food waste. And then if metal lids get mixed in,
they'll get pulled out with a magnet. So that's
fairly easy. You know, the metal is easy to pull out.

And then if they're remelting the glass,
it's not a big deal. Or if they're using it as fill
or aggregate, that's not a big deal either.

MR. KASHATUS: Why isn't sheet glass a
problem? It just goes to the landfill? Sheet glass
like windowpanes and stuff like that.

MR. WOOD: It's a different chemical than
bottles and jars. And window glass, much of it is
recycled separately or not?

MS. DeNARDI: It would be nice to be able to
recycle that. But, Tom, I think it goes back to --

MR. KASHATUS: But we're not doing that at
this time; it's not a concern yet?

MS. DeNARDI: But I think it goes back to
supply and demand. If we were in Northampton County,
or a county -- I shouldn't even specify that. Just a
county that has a place that wants the glass that's
right around the corner, you could pretty much take
anything to them. Unfortunately, as we get farther
and farther up into the northeast, we have less of an
opportunity to recycle it, which is why it ends up in
the landfill.

MR. WOOD: I'm just trying to think of
community-based programs. I'm not aware of any
community-based programs that take windowpanes. The
only people I've seen do it are commercial that handle
a lot of windows because for them, it's worth it.

MS. DeNARDI: Or a re-store.

MR. WOOD: Right. Because then it's a reuse
as opposed to --

MS. DeNARDI: I don't think we have any
re-stores left around here.

MS. MILLER: We have one.
MR. LONGFOOT: There's one in Nanticoke, I think.

MR. KASHATUS: They're interested in windows that have, say, a windowpane that's got, like, maybe four or six panes in the window itself. They like to take that. There's a market for that.

MR. WOOD: Right. I guess the other thing to touch on is we do have contracts out with all of the facilities. So we received all of them back signed, so we do have the executed agreements for the disposal facilities.

MS. DeNARDI: Yes, we do.

MR. WOOD: So that's moving forward.

MS. DeNARDI: That has been secured. That has been secured.

MR. WOOD: Which is the ultimate goal of a solid waste plan, which is to provide long-term disposal, many years of disposal capacity. So that's been taken care of, and we've had good responses.

Anything else you can think of in your program?

MS. DeNARDI: We were talking about the tire collections. We had to postpone them because of the COVID-19 pandemic. We are planning to do them next year. Right now, we're going to watch the calendar.

I cannot give any dates, and I cannot tell you when it is going to be. All I can say is that right now, we're planning on doing this for 2021. We're just going to ride it out and see what happens.

All the rules will be the same. Please, if anybody is going to bring them down to us, call us and let us know what you're bringing. And nothing on the rim, and the usual specs. But until we get to next year, we're not going to know just exactly when we're going to be having it. But just so you know, we are hoping to have them next year.

MR. WOOD: I mean, the other thing is you really haven't had any impacts on your curbside programs. I mean, there have been some jurisdictions that have lost their markets completely and stopped their curbside programs through COVID.

MS. DeNARDI: While it may not have affected curbside, I could tell you that there are some drop-off programs that have stopped. Because, believe me, the calls have been coming to the office.

MR. WOOD: Okay. So you have had that change.

MS. DeNARDI: Yes, yes. I haven't heard of any with curbside that I know. And I know one in the lower part of Luzerne County that closed down immediately. And, you know, people were calling me, and they were yelling at me, saying, you know, what are you doing. And I kept saying to them it's not me.

You know, this is the town's decision; you need to speak to someone in the town.

And I can understand both sides of the argument; I truly can. So it has affected some, yes, but mostly at the drop-off. If it happened at the curbside, no one has notified me of it.

MR. WOOD: Right. That's all I had. Any other questions? Comments?

MS. DeNARDI: Suggestions? Anything.

MR. KASHATUS: I got a flat-screen TV. I took it apart. There's really not much motherboard in there. So I'm going to put the motherboard on the side and get rid of the other stuff with the garbage.

All it is, is plastic and a piece of glass. What do you do with the motherboard?

MS. DeNARDI: As far as recycling it?

MR. KASHATUS: Do you know of anybody taking it?

MS. DeNARDI: You could take a motherboard to any of the scrap dealers in the area. If it's metal, they'll take it. That I can tell you.

MR. KASHATUS: It's a lot of solder and...
on the screen. There are metals on the screen that should be recycled and not go in the landfill. So besides the internal electronics...

MR. KASHATUS: There's not much in there; it's not like a computer.

MR. WOOD: Oh, there's not much in there, no. But the screen should be recycled. So, yeah, if you're looking at the back plastic, yeah, the supports. But the screen and then the circuitry.

MS. DeNARDI: Unfortunately, at the electronics collection, you're still seeing a lot more televisions. Right, Ryan?

MR. LONGFOOT: Just a few.

MS. MILLER: Middle Road; on Middle Road, there's a couple there.

MS. DeNARDI: Unfortunately, there are still a lot of them. And it's not just the flat screens that you see anymore. Ryan also could tell you about that.

MR. WOOD: They're just easier to handle.

MS. MILLER: There's a new one on Middle Road. A huge TV was just put there, maybe a day or two, along with a couch -- the whole living room they dropped. I guess they moved. We used to find them down the road, but now they're going up the road to throw it.

MR. O'NEILL: Is that on Middle Road?

MS. MILLER: Yeah.

MR. O'NEILL: We get calls for that road, right off of Middle Road.

MS. MILLER: He's talking about trash on Middle Road in the cul-de-sac. And I can't remember the name of that street. They would dump in that one area. And I know we've cleaned that up a number of times, and neighbors always complained, and Hanover Township is always out there.

But I think they may have put cameras out there; I'm not sure. So now it's right on Middle Road they dumped it, right down around the corner. I don't know what circle it is.

MR. KASHATUS: Not on the new road, right?

MS. MILLER: Right by the industrial park, down a couple blocks where you turn into the industrial park; right in that area where the golf course is. Somewhere in that area I saw a living room today.

Now, did you say something about the transfer stations? How many are in Luzerne County, transfer stations?

MS. DeNARDI: One. Waste production,
station, you're on a paved road the whole time. If you go in the landfill, if the weather is bad, you get stuck. If your truck gets stuck, you have to get it drug out. It's takes much longer. And you're right. It depends, but the waiting times may be less in the transfer station than the landfill.

MR. FRATI: Yes. We send half the trucks not just around the holidays. Even sometimes during COVID, when it was at its peak, there was so much municipal waste and solid waste and recycling. We just couldn't handle it. The landfill was paying short, under hours at that time, so we had no choice. But it's much more convenient; sometimes it's too convenient, but we use them a lot. I'm glad they're there.

MR. O'NEILL: Quick question, Butch; I'm just asking the question. But based on the convenience, and, I don't know, but if it's the total cost, is it less expensive for you in the long run as far as saving gas and saving mileage or not?

MR. FRATI: No, it's not really. It's better -- honestly, it's quite cheaper if we go to the landfill.

MR. O'NEILL: Okay. Even when you take into consideration all the factors of time?

MR. FRATI: Yes, and the overtime. And the fact that you're not going to have a clean truck in the morning to start collections. That we did a little bit, and it's nice to have. We use it, but it's far better to take it to the landfill.

MR. O'NEILL: Okay.

MR. WOOD: And you have the flexibility, if you're the first truck at the landfill -- so say there's a long queue at the landfill, it's going to take you a half hour or an hour to unload. Then you can change and say, okay, we'll go to the transfer station. We'll pay a little bit more, but we know we'll get the truck back so the guys can do two routes in a day versus sitting at the landfill. Then you're paying -- like you said, then you're into overtime or not finishing a route.

MR. O'NEILL: How many trips per day on average does one of your packers do? How many trips to the landfill?

MR. FRATI: We don't quite get -- I'd say anywhere between six and eight a day, depends on the day we're collecting.

MR. O'NEILL: Per truck?

MR. FRATI: No, total. We have five trucks throughout the area going to the landfill. And I really didn't know how many trips they took. I assumed it was a minimum of one, if not, two or three, depending. And, you know, obviously, typically a garbage truck has three employees. So every time I see a truck heading up the highway, they have three guys sitting in the front of the cab.

MR. FRATI: Not ours.

MR. O'NEILL: And I've often said to myself, there's gotta be a way that you don't have two guys sitting there doing nothing for an hour and a half a day or, if not, more.

MR. LONGFOOT: You could have someone run the trucks up while the guys keep working.

MR. O'NEILL: Well, that's what I was thinking. But I very rarely see that because every time I seen them on the highway, there's three guys in the truck. And I'm not talking about yours or...
MR. FRATI: In our situation, you know, they're not just collecting municipal waste and recycling. They're patching streets and fixing street signs. So the driver -- the only time you'll see another person is if he's in training or if he sneaks in.

MR. O'NEILL: Okay.

MR. WOOD: People have tried to do that where you shuttle -- you have your crew. And then when the truck is full, they drop the people off for a another route. But it never works out the same every day. And then you've got people that you're dropping off or, oh, gee, I'll take you back to the yard. But then by the time they get back to the yard and back to the landfill...

MR. O'NEILL: I mean, obviously, unions are always an issue. But even if you have other duties, like you said, where they could put in street signs. There's always stuff to do.

MR. WOOD: It's a challenge of the industry, yeah.

Any other questions? Any other discussion? I suggest we adjourn. I'll hang out till 6:00 o'clock just in case anyone shows up at the last minute.

MS. DeNARDI: Okay.
MR. WOOD: I do want to thank you for coming out tonight. I do want to thank you for your time serving on the SWAC committee.

MS. DeNARDI: Excuse me. Everybody signed the sheet except for me; right?

MR. WOOD: And me.

So thank you for your input on the plan, and thank you for showing up tonight.

MR. O'NEILL: Thanks, John. We're going to follow up with everyone as to whether or not, obviously, if we decide the need to have a followup meeting.

MR. WOOD: Okay.

(Meeting concluded at 5:50 p.m.)
LUZERNE COUNTY

SOLID WASTE ADVISORY COMMITTEE MEETING #5

DATE:  Monday, October 5, 2020
       5:00 p.m.

PLACE:  Teleconference conducted via Zoom platform

PROJECT ENGINEER:

John J. Wood, P.E.
Senior Managing Engineer
Barton & Loguidice
3901 Hartzdale Drive
Suite 101
Camp Hill, PA 17011-7843

COMMITTEE MEMBERS PRESENT VIA ZOOM:

Eddie O'Neill - Luzerne County Director of Operations
Beth DeNardi - Luzerne County Recycling Coordinator
Bob Price - Dupont Borough Councilman
Sam guesto - Hanover Township Municipal Manager
Tom Kashatus - Private Citizen, Newport Township
Ryan Longfoot - Dallas Area Municipal Authority
Mary Malone - Hazleton Chamber of Commerce
Linda Zsoke - White Haven Manager

*Meeting reported and transcribed by
Angela Sallemi, RPR, CRR
MR. WOOD: So this is John Wood. I’m a consultant with the engineering firm Barton & Loguidice. And I’m project manager for preparation of the Solid Waste Management Plan that we prepared with assistance from the county for Luzerne County. Some of you may have met Ashley Duncan early on. She had started on the project, but she has since left the firm. So a couple months ago, I took over for Ashley, and we’ve since been working on the plan. We have had several meetings with the SWAC members and have sent copies of the plan and the map available through the website to the municipalities within Luzerne County.

So the purpose of this meeting is to review the plan and solicit any comments that people may have, either SWAC members, municipalities, or members of the public, any comments that they may have on the plan. So, like I said, this is John Wood. If we can go through and introduce everyone else on the call.

MS. DeNARDI: Beth DeNardi, Luzerne County Recycling Coordinator.


MR. GUESTO: Sam Guesto, Hanover Township Municipal Manager.

MS. MALONE: Mary Malone, Hazleton Chamber of Commerce.

MR. PRICE: Bob Price, Dupont Borough Councilman.

MR. LONGFOOT: Ryan Longfoot, Dallas Area Municipal Authority.

MS. SZOKE: Linda Szoke, White Haven Borough Manager.

MR. WOOD: Also joining us is Angela Sallemi. She is our court reporter, so she will be recording and preparing notes of this meeting, which will then be supported as part of this plan.

MS. DeNARDI: We just ask if anybody has a question, that you please speak loudly and clearly so that Angela can hear you, okay.

MR. WOOD: So what I’d like to do tonight is just give you a real quick outline of the plan; where we stand from a process standpoint, as well as what the next steps will be, specifically focusing on the plan, as well as the agreements that have been prepared with the disposal facilities that are identified in the plan.

So the plan has 13 chapters. The first chapter talks about the waste -- how much waste, what type of waste is generated within Luzerne County. The second chapter refers to the existing facilities. So what facilities are currently being used by the municipalities within Luzerne.

With Chapter 3, what we do in that section is we look at what the anticipated future population would be. And based on the amount of waste that historically has been generated, we estimate how much waste capacity is needed for the next ten years. And that’s really the primary purpose of this plan is to assure that the county has disposal capacity for the next ten years.

Chapter 4 documents the current recycling efforts. Chapter 5 talks about some of the options that are available for waste collection, as well as recycling.

Chapter 6 discusses the actual facilities that will be used in the future. Chapters 7, 8, 9, 10, 11, 12 and 13, a lot of those are procedural with respect to this is a county plan. It does not overstep; it does not impede the ability for private firms to continue to do business.

This is a responsibility, and it is a function of the county to prepare this plan. There are copies of ordinances and resolutions that are included in those sections. And then we do document the public participation process.

So any questions on the organization? (No response.) So, first of all, I think there was a plan prepared in 2001. There was a plan that was updated in 2010. And now, this is our 2020/2021 update. I think one of the main things to keep in mind with this plan is that the county is going to continue to use private landfills and private transfer stations in the region to manage their waste.

So what we’re looking at is an opportunity, or really looking at a system that’s going to continue to do what’s currently happening. We’re not looking at implementation of any big programs. We’re not looking at changing how the responsibility between the towns and the boroughs is set up with the county. The boroughs and townships, etc., will still have their own programs and be managing their collectors independently.

So if we look at the amount of waste that’s generated, there’s roughly 250,000 tons of waste that’s generated every year within Luzerne County. In addition, there’s 135,000 tons of material that’s actually recycled. So the total waste generation for Luzerne County is around 400,000 tons, of which 138,000 tons is recycled. So that winds up yielding a recycling rate...
MR. WOOD: So we prepared a document, sent it out to the local paper. We placed advertisements in trade journals, *Waste Advantage*, *The Pennsylvania Bulletin*. And we received responses from six disposal facilities. In addition we received responses from the transfer stations. And we asked them for a commitment on the amount of capacity they would provide. And they're willing to commit about 520,000 tons of capacity per year. And like I said, you're currently generating around 400,000 tons of waste per year. So there is plenty of capacity available from these local regional landfills.

There have since been capacity agreements developed with each of these facilities. They're in the process of being executed. And that will then tie up those landfills. They will have committed to provide you with capacity so that you now have assurances, and we can make assurances to the state that the capacity is provided.

Any questions or thoughts on the disposal facilities?

MR. WOOD: Okay. So with respect to recycling, recycling within Pennsylvania is regulated by Act 101. And that Act, based on the population or the population density of the municipality, requires some municipalities to recycle.

So there are 76 municipalities within Luzerne County. Of those 76, 14 are required by Act 101 to recycle. Like I said, the total tons recycled is about 135,000 tons per year.

There are also six yard waste composting sites within Luzerne County. So yard waste, leaf waste, is taken to these facilities, composted, and then either given away or sold as a resource.

So we did look at all of the municipalities. We did confirm the population, and those that are mandated are identified. There are many that are not mandated that do have recycling. In fact, most of the

MR. WOOD: So next we looked at how much waste is going to be generated. So I worked with the county, and they provided me with some population projections.

Any questions so far?

(No response.)

And we're looking at roughly 325,000 people in Luzerne County over the next 10-year period.

So we took that population, and we looked at how much waste is generated per person. And we came up with projections for the next ten years.

And we looked at not just solid waste but also recyclables, sludges, ash, etc. And we came up with these projections. Once we had the projections, we went through a process to obtain disposal capacity for the county. And that was called a solicitation of interest.

So then from a process standpoint, Luzerne County is the signature for the waste disposal capacity agreements with the private firms that have committed. And like I said, it is in the process now of cleaning those agreements up and having them executed for final agreement.

Those are really the highlights of the plan. So like I said, in June of this year, the plan was released. There was a 90-day comment period. That comment period ends tomorrow.

And then what we're going to do is if we have any comments or any revisions, we'll make those revisions. We'll adopt, and then we'll submit that revised plan to the county manager, county council, for their review. And then the plan will wind up being finalized and then submitted back to the municipalities...
as a final document; and submitted to DEP, Pennsylvania Department of Environmental Protection, as a final document.

There have been a series of SWAC meetings. We did have a public hearing a couple weeks ago with some of the SWAC members. And I see we do have some SWAC members on this call with us again today.

So that's sort of an overview of the plan. I think the key aspects are: Operationally, it's not really going to change what's currently happening with the local municipalities responsible for either doing the collection or contracting for the collection; and the continued use of the same facilities that are currently under contract. We just have renewed and updated contracts with those six landfills.

Beth, is there anything else in the plan that you wanted to highlight?

MS. DeNARDI: John, did you want to talk about the ordinance?

MR. WOOD: Sure. There are several ordinances that are going to be passed, one of which is a flow control ordinance. And the flow control ordinances really give the county the ability to direct where the waste is going. So that ties in with the contracts that we're going to have.

What that does is that helps the county define that, yes, this is the amount of waste we're going to generate; this is where it's going. But it also gives an assurance to the private waste companies that you do control the waste, and you will have that waste available.

So that's been under review. That's been reviewed by the county solicitor. And I think we made some changes to that. So that is one of the ordinances that is in process. And that will go to council later this month, Beth? Or next month?

MS. DeNARDI: I'm hoping this month. One thing I wanted to say about the ordinance. We have put together, the office has a simple form for the haulers to just come and fill out. We're asking them to come in and register with us, and we will be giving them a sticker for the side of their vehicle. More or less so that we know how many haulers we have out there, kind of to help us keep track a little bit better of who is hauling in Luzerne County.

As I said before, we cannot charge them. That is the state. The state's responsibility is to do that. We just want them to come in and register.

If you are hauling for a town, we ask that you please send someone in so that we can give you a sticker for your truck, as well. Again, this is free; no cost at all. We're just trying to get a better handle on who is handling the municipal solid waste in Luzerne County.

As John had said earlier, there's really not going to be that much of a change for anyone in anyone's schedules. Everyone has been very supportive of the facilities that we have been using in the past. So I don't think it's going to be that much of a change or an adjustment for anyone when they see the plan.

I don't know if anyone has any questions on the ordinance.

MR. O'NEILL: I have nothing to add. I think John did a great job covering the details, going through the plan. I appreciate you bringing up that about the ordinance because that is something that has changed from our current plan, and something that everyone should be aware of. But I have nothing additional to provide.

MS. DeNARDI: John.

MR. WOOD: No, I think those were the major points. I do appreciate the SWAC members helping us throughout this process and, you know, attending the prior meetings and conference calls and participating in either last week or this week.

So it is good, and we appreciate getting feedback for the draft plan, etc.

MR. O'NEILL: Yeah, I concur with that, John. I want to thank all the members, as well, on behalf of the county for all their time, participation and stepping up and being part of this process.

MR. WOOD: So Mary, Linda, Bob, if you have any questions, we'd be glad to answer them now. If you have any comments you want to get back to us, work with Beth and get them back to Beth. But I think, you know, this has been a good opportunity to continue to reach out to people. It is a little strange trying to do this through COVID, but we do appreciate you calling in tonight.

MR. O'NEILL: You know, the purpose of this was to see if there was anyone who had any feedback, comments that may not have been brought to us during the first public hearing. So it was a great job in summarizing everything.

John, thank you again. Beth, for adding the information about the ordinance.

But at this point, I just would like to officially see if there's anyone on the call that may have any comments or feedback that you would like to provide on the information that was given tonight.
MR. O'NEILL: If there are no comments, Beth, you can proceed.

MS. DeNARDI: John, could you please give a better definition of municipal solid waste.

MR. WOOD: Sure. Municipal solid waste is a little bit confusing sometimes because by definition, and this is, you know, definition in state regs, as well as federal regs, it's a type of waste that's not necessarily generated just by a municipality. So it's any garbage -- garbage, trash, waste, usually solid -- there are limits of liquid -- usually solid that results from residential, municipal, commercial or institutional establishments.

It is not waste that is only from a municipality, per se. So, White Haven, for example, it's not limited to just waste that is collected, say, from White Haven. It's all trash that's collected, regardless of the generator. It is not just a municipal generator. That includes commercial, as well as industrial generators.

MS. DeNARDI: Does it include sludge?

MR. WOOD: Yes. Yes, it does include sludge.

MS. DeNARDI: And waste water?

MR. WOOD: It doesn't include waste water, necessarily. But it does include sludge that's generated from waste water plants.

MS. DeNARDI: Okay. And what's the difference between MSW and residual waste?

MR. WOOD: Well, residual waste is defined as waste that's generated from industrial mining and agricultural operations that is not hazardous. It has to be nonhazardous. And, really, in a lot of cases, that material is generated and disposed of separately from the trash.

You don't pick it up in a dumpster. You don't pick it up with a packer truck. You don't pick it up with a dumpster. So it's usually just one material. It may be a sludge coming from a paper plant. But it's a characteristic; really, it's a characteristic. It's different than what you think of normally when you think of garbage or refuse or solid waste.

MS. DeNARDI: And who makes the determination, John, as to whether it's residual waste or municipal solid waste? Does the landfill do that?

MR. WOOD: Yes.

MS. DeNARDI: Okay.

MR. WOOD: Really, think of the residuals coming from a heavy industry.

MS. DeNARDI: Okay. Does anyone have any additional questions?

MR. WOOD: Good.

MR. GUESTO: John, I just want to note one change to one of the items in Table 4.1. It's the facilities that take the recyclables in Luzerne County.

I'm not looking at it currently. But we did have a change in Hanover Township. Northeast Cartage was sold to GFL Environmental very recently. And I've actually met with the local leadership for GFL Environmental today. So that name has already been incorporated. I don't know if you want to put that into this plan, or if it even matters. But I just wanted to let you know so you knew technically what was going on.

MR. WOOD: Who did they pick up? Was that Municipal Recovery?

MR. GUESTO: No. They bought Northeast Cartage, which is a recycling facility.

MR. O'NEILL: I appreciate that, Sam. I think that would be a good idea to make that change. Do you have any formal contact information for the company that you can provide?

MR. GUESTO: Yes, I do. I could do it by email to Beth tomorrow, if you'd like.

MR. WOOD: That would be great. Can you do that? Would you mind.

MR. GUESTO: No, I don't mind all. Absolutely.

MR. O'NEILL: We'll certainly include that.

MR. WOOD: That would be prudent.

MS. DeNARDI: Thank you.

MR. WOOD: GFL is a Canadian company. And they're in the process of moving into the U.S. They have a lot of operations down in the South. They're beginning to have more operations here in Pennsylvania. So picking up Northeast Cartage makes sense.

Because of a merger that's occurring within the industry between Waste Management and Advanced, in other parts of the state, we're seeing where the new company, Waste Management new company, is going to have to divest some of their facilities. But since Advanced doesn't have anything up in the northeast, I wouldn't expect that to impact any of your landfills. In the central, south central and Western Pennsylvania where Advanced and Waste Management both have landfills, I do expect them to have to divest some of those. But that deal hasn't quite closed yet, and they haven't identified what facilities they're divesting.

But I don't expect anything to happen up in the northeast. I'd be surprised if anything happened in the
MR. WOOD: So Beth, there is one more question

MR. Guesto: Yeah. I know they talked about, you know, they have a strategy where they're going to keep looking, I guess, for different type of acquisitions. They bought County Waste. I'm pretty sure you probably didn't know that. That's the one that just moved in over the last four years. And then they acquired County Waste, too.

MR. Wood: So Beth, there is one more question.
MS. MALONE: Beth, this is Mary. I'll give you some at some point tomorrow.

MS. DeNARDI: Perfect.

MS. MALONE: If there's a way with the chambers in Luzerne County that we could -- if I could get a list of who the companies are in the directory, and then let's see if we can work with all of the chambers regionally to find out either some new ones, or if, in fact, they're still around.

MS. DeNARDI: Oh, that would be excellent. Thank you so much.

MR. WOOD: I also see, we have a Steve Urban on the call.

Steve, do you want to introduce yourself?

MR. KASHATUS: You also have Tom Kashatus here from Newport Township. I'm not Steve Urban, but I'm Tom Kashatus.

MS. MALONE: This is Mary Malone again. I apologize; I have to hop off. Thank you very much for the information and the presentation.

MS. DeNARDI: Thank you Mary. I look forward to hearing from you tomorrow.

MR. O'NEILL: Is there anyone else with any comments or information they would like to offer at this time?
(No response.)

MR. O'NEILL: There being none, I would suggest that we adjourn the hearing.

MR. WOOD: Sounds good. Thank you, Eddie.

Thank you, everyone, for logging in.

MR. O'NEILL: Thank you, again, to the members of the SWAC committee.

And, John, we really appreciate all the effort you made in getting us here in light of having to get dropped into it in the middle of the process. So we've all pulled together, and I think we've got a nice end product here that hopefully we can get pushed through for approval and get completed in the early spring of 2021.

MS. DeNARDI: Perfect. Thank you everyone.

Have a great night.

(Meeting concluded at 5:43 p.m.)
LUZERNE COUNTY

SOLID WASTE ADVISORY COMMITTEE MEETING #6

DATE: Tuesday, December 22, 2020
6:00 p.m. - via ZOOM

SWAC COMMITTEE MEMBERS PRESENT:

Chris Perry - County Council member on SWAC
Kendra Radle - County Council member on SWAC
Matthew Vough - County Council member on SWAC
Beth DeNardi - Recycling Coordinator
Eddie O'Neill - Operational Services Director
Matt Jones - Planning Commission Director
Butch Frati - Wilkes-Barre City
John Hambrose - Waste Management

John J. Wood, P.E., Project Engineer/SWAC Consultant

Romilda Crocamo, Esq. - Luzerne County Chief Solicitor

*Meeting reported and transcribed by
Angela Sallemi, RMR, CRR
Mr. Perry: Let's get started. I call the meeting to order. Let's do the Pledge of Allegiance and a moment of silence. (Pledge of Allegiance was recited followed by a moment of silence.)

(Roll call of the council members was taken at which Kendra Radle, Matt Vough and Chris Perry were present.)

(There being no additions or deletions to the meeting agenda, a motion was made by council member Vough to adopt the agenda, seconded by council member Radle and approved by unanimous vote.)

Mr. Perry: No. 1 on the agenda. Discussion on the rejection of the initial submission of the final draft to Luzerne County Council. I'll ask Attorney Crocamo to address that.

Ms. Crocamo: Good evening, everyone. I'm just going to recap what transpired at the last county council meeting to advise why the plan was not adopted. There are three main reasons.

The first reason is that it was submitted to council and not voted upon within the required 60 days of the act.

Also, the committee that reviewed the plan that was submitted to county council, that committee was not organized under the Home Rule Charter with the acceptance of county council.

Moreover, any meetings that the committee had, to my research, were not publicized, and notice wasn't given, which could raise a Sunshine Act violation.

So given that the plan was not adopted by council, we are now in Section 504 of the state act, which requires that we advise why the plan was not adopted, and that's why we are here today.

We now have a committee that was approved by county council, and we are going forward from there. That's it.

Mr. Perry: Thank you, Romilda. I appreciate that.

Looking at the bullet points, let's save the discussion on the approval process for after No. 2 in the agenda.

As Attorney Crocamo pointed out, the committee was ratified on December 15th, at the last meeting, and myself, Matt Vough and Kendra Radle were placed on it, and we joined 14 other people.

It's nice for the three of us to join a committee that's already completed 640 pages of work. I commend you for that, and I thank Ed and Beth for their work.
This plan is very consistent with prior plans in that you rely on local facilities, local privately-owned facilities. We have completed a procurement process, or a statement of interest, where the local landfills and transfer stations have agreed to a contract to provide this capacity for the next ten years. So that aspect of it is well-defined and has been completed.

As for the plan itself, we actually started back in October of 2018. And then in July of this year, we had a draft plan. You know, we had met with the SWAC several times, developed a plan, developed a solicitation of interest and identified the private landfills and private transfer stations. And back in July, we had a draft copy of the plan that went out for a 90-day public comment period.

At that time, it was advertised in the newspaper twice in mid-July. And then it was sent to the Department of Environmental Protection, each of the municipalities within the county, as well as the planning department. There was also a hard copy that was kept in the county records building. So that was the initial comment period.

And then in September, there was a public hearing that was held in the county EMA building for questions and comments on the draft plan. There were about eight people, I believe, that attended that meeting. We then had a second hearing in October, October 6th, and that was a virtual meeting.

Then following that, after the plan had been out there with the municipalities, that's when it was submitted to the county council for their approval. And then, as was discussed earlier, the intent is that it's supposed to be approved within a 60-day period.

The next step, once county council approves this, is the plan will be sent to the municipalities and to DEP for their final approval, and we have to send that out ten days after council adopts it. And then, you know, in the process of ratification, each municipality has 90 days to act on the plan.

If a municipality does not act, it is assumed that the plan is ratified. If they do act, they submit a copy of that resolution back to the county. So that's the process of where we are now and what's left to be done in order to get this plan accepted by DEP.

We have had conversations, ongoing conversations, with DEP. They've provided some comments, nothing substantial.

And I know, Eddie, you were talking with comments, nothing substantial. They've provided some conversations, with DEP. They've provided some comments, nothing substantial.

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We have had conversations, ongoing conversations, with DEP. They've provided some comments, nothing substantial.
that go into the programs that we run, the advertising, some reimbursements that we offer to the municipalities for holding collections on a local level. So all of that and everything within the department, as you council members are probably well aware, is funded entirely through those fees. So I think -- and I'm kind of speaking out of my opinion of what I've learned throughout this process, and it is my first time through the process -- that the ordinance is basically providing a bit of an insurance policy, if you will, to those landfills to say, hey, we are contracting with you, you are going to be providing us fees. And in return for that, you know, we're offering you some level of confidence that everything is going to go to you collectively as a group.

So it's a way of saying, in exchange for those fees to operate and to work with us on our plan throughout that 10-year period, we're going to do everything within our means to make sure that that municipal waste is taken to one of the designated participating sites. So that's essentially what I see the role of the ordinance being in our plan.

Obviously, any ordinance requires an enforcement mechanism, and all of that information is listed within the context of the ordinance.

MR. PERRY: Mr. O'Neill, how is that going to be enforced? How do you enforce that if someone, some hauler, takes it to another landfill? How do you enforce the ordinance itself?

MR. O'NEILL: Well, I'm going to try to give you a short version of it. Obviously, there are a number of ways it can be enforced or, I should say, monitored. Obviously, if we had the staff, and that has been done in the past to my understanding, you know, there are times when people could go out and make spot checks, and that's been done in the past. And I think it's done by other counties that have large departments and personnel to do that. We are, unfortunately, not in that position.

The way we had discussed trying to monitor this as closely as possible was that DEP requires all of the landfills to report all of the municipal waste that is taken to those respective landfills to DEP. So we can go on, and that information is available on their website. And we can spot check that on occasion to see if any of the landfills are receiving Luzerne County municipal waste that should not be. In the event that we do find someone that is, in fact, going outside of the so-called network, we could report that.

Now, the tricky part of this is to find out who that is; that might be a little bit more challenging. We can try and contact the landfills and simply request information, tickets for those specific volumes that were reported from Luzerne County. And that would probably be the primary or the initial way to try and get that information.

So if we were to obtain that information about, let's just call them ABC Waste Hauler, we would notify them in writing. And I believe that perhaps Romilda could speak a little bit more to the process that would ensue thereafter.

MS. CROCAMO: Sure. What would happen then is that we would have to get an originating agency identifier from the state police, the Pennsylvania State Police, Commonwealth Law Enforcement Network.

We would do that. We would then get specific citations created. And then as issues arise, we would issue the citation and file it with the magistrate.

I spoke with Eddie, and the Office of Law will assist Eddie or Beth or whoever is designated to process those citations at the magistrate level.

MR. PERRY: Thanks, Ed. Another question I have. Getting back to the disposal facilities and to the transfer stations, I see you sent out a solicitation of interest; right?

MR. O'NEILL: Correct.

MR. PERRY: And these are the ones that responded to it?

MR. O'NEILL: Correct.

MR. PERRY: Okay. It's pretty obvious that the closest landfill here is Keystone, and the closest recycling facility is in Hanover here. And in Hazleton, they'd probably go down to Tamaqua. Okay; that makes a whole lot of sense.

MR. WOOD: Well, I think that from what Eddie said, yes, it's easy to understand where some of these haulers go if they report it. But from an economic standpoint, they have to drive very far to get away from one of these landfills that's not in your plan.

MR. PERRY: I could see that, John; you're absolutely right.

MR. WOOD: You're driving to the other side of Williamsport; you know, you're driving to New Jersey, or something like that. So because of how this is structured, you know, all of the local facilities are in your plan.
1 So, you know, there's the legal side of it,
2 and then there's sort of the economic side of it.
3 MR. HAMBROSE: My name is John Hambrose. I
4 work for Waste Management and Alliance Landfill, which
5 is operated by our company and is in Taylor. And
6 that's probably closer to most of Luzerne County than
7 even Keystone Landfill.
8 MR. PERRY: Oh, I did not know that.
9 Interesting. Thank you.
10 Okay. Do we have any other questions?
11 MS. RADLE: I have a quick question. It's
12 Kendra Radle. I'm not sure who can answer it, but I
13 will ask and see where I get a good response.
14 So you mentioned that refunds from those
15 fees that we collect can be issued back to the
16 municipalities, but I read somewhere in the plan that
17 I think it's, like, only 41 municipalities out of 76,
18 so that there's 35 that don't. But anyway, it says
19 that they offer residential access to recycle
20 collection.
21 So do we want the rest of the municipalities
22 to also offer that? Are we doing anything to
23 encourage them to do that? Are the people who aren't
24 offering the residential access to this recycling, are
25 they also eligible to get refunds from the fees? Just

1 some clarification. Like, I genuinely -- as Mr. Perry
2 said in the beginning, this is a learning process for
3 me, so I don't know if we're okay with just the 41
4 participating, or if we need them all to participate.
5 Just a question on that.
6 MR. O'NEILL: Ms. Radle, if you wouldn't
7 mind, I'd like to ask Beth DeNardi to address that
8 question, if that's acceptable.
9 MS. DeNARDI: To answer your question, the
10 programs that we offer are not only limited to the 41
11 towns but all 76. And the programs that we offer are
12 paper-shredding; should they decide to do an
13 electronics recycling collection, we also offer an
14 educational recycling grant.
15 Anything that we offer from the solid waste
16 recycling office goes right across the board. It's
17 for all 76 towns if they want to take advantage of it,
18 and they're all volunteer programs.
19 MS. RADLE: Thank you, Mr. DeNardi.
20 MR. PERRY: Beth, I see that the state has a
21 35 percent recycling goal. Does that mean percentage
22 of municipalities? Like 35 percent out of 76
23 municipalities?
24 Is that what they mean, John?
25 MR. WOOD: There's two pieces to this. The

1 first is that is on a weight basis. So the goal is 35
2 percent by weight, and Luzerne County is achieving
3 that. You're running about 36 percent, so slightly
4 above the goal, which is better than quite a few
5 counties here in Pennsylvania.
6 As to whether or not a municipality has to
7 recycle, that is based on population. There are
8 mandated and nonmandated communities. Mandated is if
9 a community has more than 10,000 people, the
10 municipality is required to offer recycling.
11 MR. PERRY: Thanks, John.
12 MR. WOOD: So within Luzerne County, there
13 are some that are required to offer it; others do it
14 voluntarily.
15 MR. PERRY: Thanks, John. I did not know
16 that.
17 Any other questions?
18 (No response.)
19 MR. PERRY: Attorney Crocamo, I'd like to go
20 back to that bullet point that we skipped in No. 1,
21 discussion of the approval process. What is the plan
22 going forward?
23 MS. CROCAMO: Going forward, we will have to
24 have another public hearing, and it will be submitted
25 then to county council for their approval.

1 MR. PERRY: And do we have 45 days to do
2 this on that extension; is that correct?
3 MS. CROCAMO: Yes, yes. We have 45 days
4 left of a 75-day extension, yes.
5 MR. PERRY: Okay. Any other questions?
6 (No response.)
7 MR. URBAN: This is Steve Urban. Are you
8 going to have public comment over these things?
9 MR. PERRY: Yes, we're definitely going to
10 have it, Steve. So just hold off for a second, and I
11 will do that in about one minute. Okay, Steve,
12 MR. URBAN: Thank you.
13 MR. PERRY: I need a motion to move the
14 Solid Waste Management Plan with the recommendation
15 for approval to the next Luzerne County Council
16 meeting.
17 MR. VOUGH: I can make that motion. Matt
18 Vough.
19 MR. PERRY: Okay, Matt.
20 I need a second.
21 MR. RADLE: I'll second the motion. Kendra.
22 MR. PERRY: All in favor say aye.
23 (Unanimous aye vote was taken.)
24 MR. PERRY: Okay. Let's move to public
25 comment.
Steve, are you there?

MR. URBAN: I am.

MR. PERRY: Okay. You're on.

MR. URBAN: So pretty much with the plan itself, I just want to, again, make people aware that I had brought up some emails and actually emailed the county staff regarding this plan because I took issue with some of it because, you know, A, it wasn't done publicly. I know you guys are addressing that now. But, I mean, as far as Mr. Wood, I'm assuming you're the consultant; correct?

MR. WOOD: That is correct; yes, sir.

MR. URBAN: Did the county do an RFP to hire you?

MR. WOOD: Yes, they did an RFP in 2018 to select a consultant for this project, that's correct,

MR. URBAN: Okay. I don't think council was notified back then about it.

Anyway, as far as the 10-year plan, I mean, I looked at part of it. And I think, you know, I had brought a couple issues up during county council meetings. You know, like, Lancaster seems to have a good solid waste plan, especially when it comes to, like, e-recycling.

I don't think our plan actually goes far enough when it comes to bulky items like mattresses, televisions, appliances; you know, things that are huge to get rid of. That end up like maybe over the side of an embankment.

I understand it's just basically very lose, and it says, okay, maybe municipalities can do it on an as-needed basis, but it doesn't go far enough for the next decade. Is there any way to expand upon that?

I mean, it appears that Lancaster has a pretty good grip on what they do down there. Why can't we maybe model something after them?

MS. DeNARDI: This is Beth speaking, if I may, Mr. Urban. In reference to Lancaster, Lancaster has their own facility. Lancaster also has an incinerator, and Lancaster has a landfill.

Now, with their drop-off facility, they have a staff of five people, I believe it is. The reason they are allowed to do an ongoing program is because they are trying to keep the electronics out and/or anything else that should not be in the incinerator.

I know that they have an ongoing program. I know they have a very successful program. Please keep in mind, again, they have a building. They have a staff. They have an incinerator. And they have a
MR. URBAN: Right, okay. So you have to get their approval first?

MS. CROCAMO: Yes, correct. And it's been done. Shannon Crake has done this in the past in another capacity, and so she understands the process, and she will be assigned to work with Beth and Eddie on that.

MR. URBAN: Okay. So that one paragraph, that penalty paragraph in the actual ordinance itself, is that going to change or be mirrored with Act 101?

MS. CROCAMO: It doesn't have to. Actually, there's a provision in the act, in the state act, that indicates that municipalities and counties cannot enact penalties that are less severe. So the penalty that's in the ordinance is more severe in that it's more severe than the initial penalties and, you know, it is ongoing.

So the state act allows for the local municipalities in the counties to change the penalty, and that's what was done in this act.

MR. URBAN: Yeah, because I was looking at, you know, the penalties actually increase if there's a second or third offense; and you're actually rarely looking at one penalty amount and up to 30 days imprisonment. I think it's up to a $2500 fine and 30 days' imprisonment. Whereas, the act itself has additional language in there for subsequent infractions or violations.

MS. CROCAMO: Correct. But the penalty in the ordinance is more severe for the initial act. So there's an argument that could be said that, you know, put the penalty higher upfront. But the state act does allow for a difference in the penalty.

MR. URBAN: Okay. Can you later on forward that section of the act so I can take a look at it.

MS. CROCAMO: Sure, absolutely.

MR. URBAN: Okay. Thank you.

MR. PERRY: Anything else for public comment?

MR. RICHARD MANTA: Richard Manta, public comment.


MR. URBAN: Thank you very much, and I'll sit back and listen to the answers.

MR. PERRY: Thanks, Richard.

MR. MANTA: Thank you.

MR. PERRY: Okay. Who wants to answer those questions?

MS. CROCAMO: Well, I can speak to the public hearing. You know, Mr. Manta, I wish we could be meeting in person right now. We're in the middle of a pandemic. We're abiding by the rules of the
Office of Open Records and the Sunshine Act as best we can.

And for the people, the eight people that did attend the public meeting, good for them. I wish that there would be a lot more people on this meeting and every other meeting that we have. I’m not sure that we can force the public to come to the meetings, but we are making them public and allowing for the interested parties and the public to make whatever statements or recommendations that they want.

MR. WOOD: For a matter a history, we have had two public meetings. They were advertised in the newspaper. The first public meeting was in person. The second public meeting was held virtually, and that was because of the time period.

So there have been two public hearings already, both of which were advertised in the newspaper. And, you know, like I said, they were held in September and October.

MR. PERRY: Mr. Manta, I’ll take the one about the landfills and give everybody an equal opportunity.

The county sent out what’s called a solicitation of interest, SOI. And Beth, you can answer it. How many landfills and recycling centers did you send it to? A lot of them? All of them or what?

MR. MANTA: Again, I would say that there’s some other recycling areas in the Wyoming Valley. I’m sorry to interrupt you, Chris.

MR. PERRY: That’s okay.

MR. MANTA: But there’s some recycling areas that are in the valley, that, you know, they could use the recycling material also. And, I mean, you don’t want to make a monopoly out of this because, I mean, it’s going to turn around and bite you in the rear end. Because people are going to say, Well, look, Luzerne County is making a monopoly out of this; they’re only selling the material to one scrap yard. I mean, there’s a lot of scrap yards in the area. I’m sorry; go ahead.

MR. WOOD: This is John Wood. When we prepared the solicitation of interest, it was sent to -- and let’s separate solid waste garbage from recyclables. Okay. So when we prepared the solicitation of interest that was advertised in the newspaper, it was sent to all of the facilities that were in your prior plan. And it was advertised in two trade journals, solid waste trade journals. So it was widely advertised.

Right at this point, as for being a monopoly for solid waste, we actually have seven landfills that are in the plan. So it is not a monopoly. There are seven landfills within the plan.

As for recycling, recycling is available as a free market service. The plan does not commit the waste, nor does it assure disposal of recyclables to a specific recycling center or any specific recycling center.

I think if you look in the plan, what you see is identification of recycling facilities that are in the area, but it doesn’t commit -- we do not have a contract with the recycling centers, so that is completely a free market for recyclables.

So the waste can go to any of the landfills, any of the seven that are in the plan or any of the three transfer stations in the plan. There is no monopoly there. And then recyclables, that’s a free market because that’s considered a product. That’s a free market; that can go to any recycler anywhere. I think we have four identified within the plan, but that’s just ones that are located within Luzerne County. It can go anywhere.

MR. MANTA: Okay. Then the last question was: What is this going to cost the taxpayers?

MR. WOOD: At this point, the fees for trash collection and recycling services are charged either by individual municipalities; or individual households contract directly with the haulers themselves. So the county is not billing for trash collection.

The facilities, the landfills that are in the plan, are the same facilities that are already in the plan. So the county doesn’t necessarily charge for trash collection or recycling services, so that’s really beyond what the county would be charging or collecting on.

MR. MANTA: So then it’s a no; it’s not going to cost the county taxpayers any more than what they’re already doing now, right?

MR. WOOD: The only difference is currently the fee that is charged by the landfills is $2 per ton. That fee is going to increase to $2.80 per ton. So it’s an 80 cent increase that will be charged for waste that’s disposed of.

A household, if you try to do that on a household basis, a household generates half of a ton a year, so maybe 40 cents, 50 cents a year. That’s the only change in this program that I can see that changes from what you’re currently at.
| MR. MANTA: | Okay. Thank you very much. |
| MR. PERRY: | Thanks for your interest, Rich. |
| Anyone else? | |
| MR. KNAPP: | Mr. Perry, Ron Knapp. |
| MR. PERRY: | Yeah, Ron. Go ahead. |
| MR. KNAPP: | I want to ask Attorney Romilda Crocamo a question regarding the virtual meetings. |
| Now, this is probably aloof to the conversation we’re talking about, but I was going to address this also during a regular Luzerne County Council meeting in regards to... |
| MR. PERRY: | Ron, Ron, excuse me, one second. Ron, stick to what we’re talking about here, if you can. |
| MR. KNAPP: | Mr. Perry... |
| MR. PERRY: | Yes. |
| MR. KNAPP: | I appreciate seeing your face and hearing your voice. I say I appreciate seeing your face because if I had a hearing impairment, the circumstance with a person being hearing impaired, it's important that the public, during these conferences or these phone calls, they'd be able to read lips. For instance, Governor Wolf and his house secretary, transparency; they have a sign language interpreter. |
| MR. KNAPP: | I appreciate you doing that. And, again, it's something that everyone -- and this is not to knock anybody, you know, we've been doing this for so long, and I've been participating at the meetings for so long, it just pressed on me because there are disabled people, and the people that represent us on council, I felt that they should have the courtesy to show themselves. And so that way their lips can be moving when they're talking, and so |
| person letting people with hearing impairments be able to appreciate and understand what's going on during the meetings. |
| As I said, this is off from the subject, but I think this is something that it's important to be raised because I don't see an end to these teleconferences, this platform coming to an end any time soon. And what you're basically doing is we are disenfranchising somebody with a disability with a hearing impairment. And that's something that we shouldn't do, so that's why I ask Attorney Romilda Crocamo to just answer the question. Shouldn't we be addressing something of this nature? As I said, I'm going to bring it up during a Luzerne County Council meeting, regular meeting. But this is something that's been pressing on me about this. So I was wondering if you could answer that for me. Thank you. |
| MS. CROCAMO: | Ron, can I call you Ron? Is that all right? |
| MR. KNAPP: | Absolutely. |
| MS. CROCAMO: | Okay. The way we are conducting our meetings is in conformity with state law. And we are doing the best that we can. I think it's a brilliant idea to have a sign language interpreter available to translate for the meetings, and I will look into that personally. I think that's a very good idea. |
| MS. CROCAMO: | It's a very good idea. |
| MR. PERRY: | Thanks, Ron. |
| MR. WOOD: | One other item as it relates to the Solid Waste Plan. Each of the Solid Waste Plans has had a stenographer. And within the Solid Waste Plan, in the appendix, is a written record of each of those meetings. |
| MS. CROCAMO: | Okay. The way we are conducting our meetings is in conformity with state law. And we are doing the best that we can. I think it's a brilliant idea to have a sign language interpreter available to translate for the meetings, and I will look into that personally. I think that's a very good idea. |
| MR. PERRY: | Thank you, John. |
| MS. CROCAMO: | Okay. The way we are conducting our meetings is in conformity with state law. And we are doing the best that we can. I think it's a brilliant idea to have a sign language interpreter available to translate for the meetings, and I will look into that personally. I think that's a very good idea. |
| MR. PERRY: | Go ahead, Walter. Thanks for coming on. |
| MR. PERRY: | Thank you, John. |
| MS. CROCAMO: | It's a very good idea. |
| MS. CROCAMO: | It's a very good idea. |
| MR. WOOD: | One other item as it relates to the Solid Waste Plan. Each of the Solid Waste Plans has had a stenographer. And within the Solid Waste Plan, in the appendix, is a written record of each of those meetings. |
| MR. PERRY: | No problem. I just have a couple quick questions on the advisory committee. |
| On the web page, is there a place where we can find who sits on the advisory committee for the Solid Waste Committee? Is that list posted somewhere on our web page, by chance? |
And the other question is, and just from what I gathered from the last couple meetings about who sits on the Solid Waste Committee or advisory board other than the newly-created ad hoc committee, I'm a little bit -- not concerned; I think the people who sit on the committee are certainly qualified. I know Butch Frati from Wilkes-Barre city very well. I think he's very well-qualified; and others, I know them.

So I'm not trying to say that I don't think they would be capable to sit on the committee. However, I think it would probably serve the committee as well or better if you would have people from the recycling areas, like possibly Waste Reduction. I think Mr. Valenti is the guy who's in charge of that. Maybe he could be on the committee to provide any input.

Possibly, Emil Tabit from Tabit's Automobile Scrap Yard might be a resource to try and help with recycling of automobile tires and things of that nature. And I didn't get a chance to look through the entire document. I'm sure Beth is on the line, and she could direct me.

Are there places in that solid waste plan -- or maybe that's not the right place to look. Are there places in that plan that tell people where they could dispose of automobile waste oil? Do we have places where people could take used tires if the county is not doing a recycling plan? Or recycled TVs?

Are there places in that document where citizenry can go out and take a look and say, hey, I have six gallons of waste oil from my car. I've been changing my oil; I just don't know where to get rid of this junk.

So the next thing they do, the next possible thing they would do, is dump it down the drain because they don't really know where to take it, knowing full well that there are garages that will take it and burn it for free, and it wouldn't cost them anything.

But if they would be provided that information, that may be a tool for them to eliminate some of the solid waste dumping. I know it's a big concern for the group I go out with picking up litter and trash. Most of the stuff that we pick up along the highways is not so much paper, and it's not so much paper cups, although that is a goodly amount, it's the used tires, the mattresses, the big household good items that people just, for some reason or another, feel it's appropriate to take it and toss it off the back of their pickup truck down the highway.

And maybe it's because they just don't know what else to do with it. And I wonder if that document gives any of that information. If you could share that with me, I'd appreciate it. Thank you. That's all I have.

Thanks, Chris.

MR. PERRY: Good idea, Walter.

MR. WOOD: This is John Wood. A list of the SWAC members -- the SWAC members are acknowledged on the first page of the plan. In addition, SWAC members are identified in the meeting notes from Meeting 1.

There is also, within the plan, I believe it's Appendix C, there is a residential recycling guide that the department has prepared, and that recycling guide identifies where different materials can be taken, including tires, waste oil, gasoline, as well as conventional recyclables.

So that residential recycling guide is included in the plan, in Appendix C, I believe. It's also available -- Beth, you have that available on hard copy within the department?

MS. DeNARDI: Yes, that's correct.

MR. PERRY: Thanks, John.

Hey, Beth, I have in front of me the Luzerne County Solid Waste Advisory Committee. Perhaps you could send that to Walter. As a matter of fact, you could send it to maybe all of the council members. Will that be all right?

MS. DeNARDI: I'm sorry; what exactly is it you wanted me to send?

MR. PERRY: Walter wanted a list of who's on the advisory committee. Well, I have a copy right in front of me, so I think I got it from you. If you could send it to Walter and to all of the council members, I think that would be a good idea.

MS. DeNARDI: Very good.

MR. PERRY: Thanks, Beth, I appreciate it.

MR. GRIFFITH: On Appendix C -- excuse me, Chris; I don't mean to jump in.

MR. PERRY: Sure. Go ahead.

MR. GRIFFITH: On Appendix C, I'm looking for those facilities. And I think that that's helpful information for some of the people.

You know, I'm trying to find where on your document is Appendix C. So I'll continue to look through and see if there are any other questions I have on that. But, again, I looked at the advisory committee. If Beth wants to send it, that's fine. I looked at that; that's on, like, the second or third
Mr. Valenti from Waste Reduction on the committee.

And, again, I'm not saying that the people who are on the committee aren't adequate. But I think to get a broader spectrum of input, it might be helpful to have those other people participate. But, again, I think that would give maybe a better flavor of how people could, you know, be better able to dispose of specific items; particularly batteries for cars or, you know, automobile parts or possibly a whole automobile. Some people don't even know what to do with that, so it sits in their backyard.

But I appreciate the input. I appreciate the meeting. And I'll look through that appendix. If I have any other questions, if I could jump in, I'll jump in, Chris. Thank you very much.

MR. PERRY: Thanks, Walter. And we'll be bringing this to council. So I would think that Mr. Wood would be at our next meeting that we have, and if we don't have the questions now, we could bring them up and ask them at the next meeting that we have of county council.

MR. MANTA: Mr. Perry, Rich Manta again. I have one more question.

MR. PERRY: Real quick, Mr. Manta.
January 14, 2019

Dear Municipal Official:

This letter is official notification to each Luzerne County municipality regarding the County’s current revision to the Luzerne County Municipal Solid Waste Management Plan, as provided for by the Municipal Waste Planning, Recycling and Waste Reduction regulations (Act 101 of 1988), encoded as 25 Pa. Code – 272.252.

The proposed revision is deemed by the Pennsylvania Department of Environmental Protection (PADEP) to be a “non-substantial plan revision” pursuant to 272.252. The 2020 Plan will be a revised and updated version of the existing Luzerne County Municipal Solid Waste Management Plan, previously adopted by the County Council. The revision will consist of providing solid waste disposal facilities with sufficient capacity to receive county-generated municipal waste for a ten-year planning period. The plan will also identify funding mechanisms to maintain the current recycling programs and program administration over the ten year planning period and beyond.

In accordance with 272.203, this is official notification to all municipalities of the non-substantial plan revision and the process the County will follow in completing this task. The Luzerne County Solid Waste Advisory Committee (SWAC) will participate in this process by reviewing the County’s proposed plan revisions. The County will, 30 days prior to submitting the plan revision to the PADEP, submit copies of the proposed plan revision to the Luzerne County SWAC and to each county municipality for review and comment.

Luzerne County will follow all procedures as set forth in the 25 Pa. Code – Chapter 272 regulations with regard to the non-substantial Plan revision process. If you have any questions, please contact Beth DeNardi at 570-331-7048.

Sincerely,

Beth DeNardi
Luzerne County Recycling Coordinator
Copy of Notice to SWAC and Municipalities
30 Day Comment Period
PUBLIC HEARING FOR
SOLID WASTE MANAGEMENT 10 YEAR PLAN
UPDATE

The Luzerne County Solid Waste Management/Recycling Office will hold a public hearing on the proposed 2021 Municipal Solid Waste Management Plan Update, due to be completed in 2021. The hearing will be held at the Emergency Management Building, 185 Water Street, Wilkes Barre, PA 18702, September 9, 2020, from 5:00 PM to 6:00 PM. The purpose of this hearing is to provide an opportunity to Luzerne County residents and municipal officials who may have questions or recommendations for the 2021 update to the Municipal Solid Waste Management Plan.

The 2021 updated copy of the 10-Year Plan revision includes information concerning the following participating landfills: Alliance, Commonwealth Environmental Systems, Inc., Grand Central, Keystone Sanitary, Pioneer Crossing and Wayne Township Landfills as well as Lehigh Valley Transfer Station, Tamaqua Transfer & Recycling Company Transfer Station and Waste Reduction Recycling & Transfer, Inc. as well as information on refuse and recycling guidelines, definitions of refuse and recycling terms, future projections of refuse and recycling expectations.

The plan update draft can be found at http://luzernecountyswmp.com/documents/, and a hardcopy will be available for review at the Luzerne County Records Building located at 85 Young Street, Hanover Township, PA 18706 (Inside the Hanover Industrial Park). Appointments for review of the hardcopy must be scheduled by appointment by contacting the Luzerne County Records Manager, Edward Kovalski at 570-825-1862. There will be a 90-day period for review (beginning July 6, 2020 and continuing through September 6, 2020) during which time comments or recommendations may be submitted to beth.denardi@luzernecounty.org, or by mail to:

Luzerne County Solid Waste & Recycling Department
Attn: Elizabeth DeNardi
200 North River Street
Wilkes-Barre, PA 18701

C. David Pedri, Esq.
Luzerne County Manager
DeNardi, Beth

From: lehman@lehmantwp.com
Sent: Thursday, July 23, 2020 10:29 AM
To: DeNardi, Beth
Subject: [EXTERNAL]: FW: 2020 Plan

WARNING: This message is from an external email address. Do not click any links or open any attachments unless you recognize the sender AND you know that the contents of the email are safe to open.

Beth,

I believe this was the first email you sent about this matter.

If you have a moment, could you call me today to discuss what all of this means?

Chrisandra Tosh
Lehman Township

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From: DeNardi, Beth <Beth.DeNardi@luzernecounty.org>
Sent: Monday, July 6, 2020 3:39 PM
To: Municipal Official - Ashley Borough <greggulick@aol.com>; Municipal Official - Avoca Borough <Secretary@AvocaBorough.com>; bgillean@bearcreekvillageborough.org; dougs@straubmetal409.com; Municipal Official - Bear Creek Township <bct3333@ptd.net>; Municipal Official - Black Creek Township <blackcreekwp@pa.metrocast.net>; Municipal Official - Buck Township <bucktwp114@aol.com>; jpecora@butlertownship.org; Municipal Official - Conyngham Borough <conybor@epix.net>; Municipal Official - Conyngham Township <conyghamtwp@pa.metrocast.net>; Municipal Official - Courtdale Borough <CourtdaleBorough@gmail.com>; rlongfoot@damaonline.org; Municipal Official - Dallas Borough <tcarr@dallastwp.org>; mbarry@dallastwp.org; Municipal Official - Dennison Township <dennisontwp@verizon.net>; Municipal Official - Dorrance Township <dortwp@pa.metrocast.net>; Municipal Official - Dupont Borough <dupontboro@comcast.net>; Municipal Official - Duryea Borough <carolyn.santee@duryeaborough.com>; Municipal Official - Edwardsville Borough <csoprano@edwardsvillenortonpa.com>; reenelpizano@aol.com; Municipal Official - Exeter Borough <exeterboro@comcast.net>; Municipal Official - Exeter Township <exertwp@epix.net>; Municipal Official - Fairmount Township <fairmounttownship@frontier.com>; Municipal Official - Fairview Township <ftwpwasi@fairviewtwp.com>; foster2@ptd.net; Municipal Official - Franklin Township <franklin@epix.net>; Municipal Official - Freeland Borough <fridboro@ptd.net>; Municipal Official - Forty Fort <barnone@fortyfort.org>; Municipal Official - Harveys Lake Borough <HLBORO@gmail.com>; dmakarczyk@hazleton township.org; Municipal Official - Hazle Township <supervisors@hazleton township.com>; cpedri@ptd.net; Municipal Official - Hollenback Township <holtwp@epix.net>; mommagrm@aol.com; wdquick148@aol.com; hughestownb42@gmail.com; Municipal Official - Hunlock Township <hunlock@ptd.net>; Municipal Official - Huntington Township <huntpwtwp15@yahoo.com>; Municipal Official - Jenkins Township <jenkinsmanager@comcast.net>; Jay@jacksonvilleplzco.com; Municipal Official - Jackson Township <al@jacksontownshippa.gov>; Municipal Official - Jeddo Borough <jeddoborough@gmail.com>; dpwkingston@frontier.com; dfritzges@kingstoncount y.com; ksebastian@kingston township.com; Municipal Official - Kingston <jnorton@kingstonpa.org>; Municipal Official - Laflin Borough <laflinboro@comcast.net>; Municipal Official - Lake Township <laketwp@epix.net>; Municipal Official - Larksville Borough <larksvill eborough@aol.com>; cmpock@outlook.com; Lehman@lehmantwp.com; Municipal Official - Luzerne Borough <luzerneborough@aol.com>; pzendarski@nanticokecity.com; Municipal Official - Nescopeck Borough <nescopeck@pa.metrocast.net>; Municipal Official - Nescopeck Township (Com. Dev.) <nescotwp@epix.net>; Municipal Official - New Columbus Borough
Good afternoon everyone,

Enclosed please find a link, (https://luzernecountyswmp.com/documents/) to the draft copy of the 2021 Municipal Solid Waste Management Plan Update.

We encourage all municipalities to review this document and submit any comments or recommendations to me within the next 90 days.

I will be forwarding the date and time of the hearing in the near future.

Thanks so much.
Beth DeNardi
Luzerne County
Recycling Coordinator

If you have concerns about the validity of this message, contact the sender directly, or the Luzerne County IT Department at Cybersecurity@LuzerneCounty.org
RESOLUTION R-2021-01
LUZERNE COUNTY
COUNCIL

A Resolution by Luzerne County Council Adopting the Luzerne County 2021 Solid Waste Management Plan

WHEREAS, the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, as amended (Act 97) established a comprehensive planning and regulatory framework for the storage, collection, transportation, processing and disposal of solid waste, including municipal waste; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101 (Act 101) gave the County primary responsibility for planning for municipal waste management within its boundaries and for securing sufficient disposal capacity for all municipal waste generated within its boundaries; and

WHEREAS, the 2010 Luzerne County Solid Waste Management Plan was deemed under Section 501 (c)(2) of Act 101 to be a plan approved under Act 101, and

WHEREAS, Section 303(d) of Act 101 authorizes counties to enter into an agreement with another person, including a municipal authority, pursuant to which that person undertakes to fulfill some or all of the County’s responsibilities under Act 101 for municipal waste planning and implementation of the approved County Plan; and

WHEREAS, Luzerne County has appointed the Solid Waste Advisory Committee, (SWAC), and fulfilled the Pennsylvania Department of Environmental Protection, (PA-DEP), requirements to include representation of all classes of municipalities within the county, citizens organizations, industry, the private waste industry operating within the county, the private recycling or scrap metal processing industry operating within the county, the county recycling coordinator and other persons deemed appropriate by the county; and

WHEREAS, pursuant to the request of the Department of Environmental Protection, Luzerne County Recycling Coordinator with the SWAC has prepared the Luzerne County Municipal Waste Plan Update of 2021 (the 2021 Plan); and

WHEREAS, the Board of Luzerne County Council believes that the 2021 Plan is appropriate and necessary to protect the health and welfare of the residents of the County; and

WHEREAS, the Board of Luzerne County Council believes that affecting and carrying forth the 2021 Plan will enable the County and each municipality to continue to realize the benefits of an effective, efficient, reliable and environmentally safe system for the storage, transportation, processing and disposal of solid waste.
NOW THEREFORE, BE IT RESOLVED by the governing body of Luzerne County that:

- The Luzerne County 2021 Solid Waste Management Plan Update is approved.
- The proper officers of the County are authorized and directed to take such actions and execute and deliver on behalf of the County such instruments as shall be necessary or appropriate to carry forth the 2021 Plan.

ADOPTED at a meeting of the Luzerne County Council held on January 12, 2021.

ROLL CALL VOTE (8-3)
YES: Houck, McDermott, McGinley, Perry, Radle, Saidman, Schnee and Vough
NO: Griffith, Haas and SJ Urban

LUZERNE COUNTY COUNCIL
By: Tim McGinley, Chair

Attest: Sharon Lawrence, Clerk of Council

LUZERNE COUNTY MANAGER
By: C. David Pedri, Esq., County Manager
DRAFT
MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 19 day of Act, 2022, 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 Commonwealth Environmental Systems, L.P. (CES) ("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.


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, asphalitic 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 of DEP. The Pennsylvania Department of Environmental Protection (DEP).

Facility. Processing and/or disposal facilities, including but not limited to municipal waste, construction/demolition and residential 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 of 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. Commonwealth Environmental Systems, L.P. (CES), 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 Hegins, Schuylkill County, Pennsylvania.

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.
DRAFT
MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

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 Pennsylvania 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 creator 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 obligations 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.
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LUZERNE COUNTY, PENNSYLVANIA

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, Solid Waste Management Department, 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, as shown in Appendix D. 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 Recycling Sustainability Fee

Beginning January 1, 2021, the Operator of Commonwealth Environmental Systems, L.P. 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): $2.80 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. 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 of 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.
DRAFT
MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

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.

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: Commonwealth Environmental Systems, L.P.
ATTN: Dan O'Brien
99 Commonwealth Road
Hegins, PA 17938

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.

CES will accept up to 30 tons per year of acceptable waste at no charge.

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: [Signature]
Date: 11/16/20
Title: County Manager

OPERATOR

By: [Signature]
Date: 10-19-2020
Title: President, L&D Management Inc. its General Partner
RESERVED CAPACITY
Municipal Solid Waste, Construction & Demolition Waste, and Municipal Sewage Sludge

<table>
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<th>Waste Type</th>
<th>Will Accept</th>
<th>Allowable Daily Avg (ADA) as per Permit (tons)</th>
<th>%</th>
<th>No/ADA Reserved for Municipal Waste Generated in Luzerne County (tons)</th>
<th>Daily Reserved Capacity (DRC)</th>
<th>Estimated Working Days per Year (EWY)</th>
<th>Annual Reserved Capacity (ARC) (Tons)</th>
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<td>Construction/Demolition Waste (C&amp;D)</td>
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<td>10%</td>
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<td>Municipal Sewage Sludge</td>
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<td>5,000</td>
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<td>Regulated Medical Waste (RMW)</td>
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<td>Other (specify) <strong>Residual</strong></td>
<td>Y</td>
<td>950</td>
<td>N/A</td>
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<td>246</td>
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<td>5,000</td>
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<td>Other (specify) **</td>
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<td>N/A</td>
<td>N/A</td>
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<td>N/A</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

Note: Total tons is a cumulative total.

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)
EWY = Estimated Working Days per Year
ARC (T) = Annual Reserved Capacity (tons)
APPENDIX B

DISPOSAL FACILITY OPERATOR'S PERMIT
January 31, 2017

Commonwealth Environmental Systems Landfill
c/o Mr. David Leung, Site Manager
P. O. Box 322
Hegins, PA 17938

Re: Permit Renewal
Commonwealth Environmental Systems Landfill
Foster, Frailey and Reilly Townships, Schuylkill County
Facility I.D. # 10161
APS # 889856 AUTH ID 1106035

Dear Mr. Leung:

Enclosed is the permit renewal for Solid Waste Management Permit No. 10161 which the Department is issuing to Commonwealth Environmental Systems, L.P. (CES) for the continued operation of a municipal waste landfill known as Commonwealth Environmental Systems Landfill. This permit renewal allows CES to continue to operate this facility per the approved application and the terms and conditions of this permit until January 31, 2027. This permit renewal is based on the information in the application entitled “Application for Solid Waste Permit Renewal” received by the Department on January 29, 2016. The application was published in the PA Bulletin on February 13, 2016. Supplemental information was received by the Department on February 18, 2016, November 2, 2016, and January 20, 2017. The application was prepared by the BarthRes Group, Inc.

Enclosed as part of this approval is a permit modification Form 13-A. Any conditions stated on the Form 13-A modifies and replaces permit conditions regarding your operating permit. All other items and conditions from your permit shall remain in force and effect.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S., Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board’s rules of practice and procedure may be obtained from the Board. The appeal form and the Board’s rules of practice and procedure are also available in Braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

Northeast Regional Office
2 Public Square | Wilkes-Barre, PA 18701-1915 | 570.826.2511 | Fax 570.826.5448 | www.dep.pa.gov
IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3403) FOR MORE INFORMATION.

If you have any questions, please contact David Matcho at (570) 830-3111.

Sincerely,

[Signature]

Roger Bellas
Environmental Program Manager
Waste Management Program

cc: BarthRes Group, Inc
Foster Township
Fraley Township
Reilly Township
Schuylkill County
January 31, 2017

b: WM File thru Roger Belles
   D. Matcho/ T. McGurl/ E. Bloxham/ email pdf
   Dean Ritter/ C. Rogers/ R. Laczil/ email pdf
   Sam Warmate/ email pdf

NW:ms
WP: W2-0015.doc
H: 1/30/17; T(1/30/17)
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

FORM NO. 13-A
MODIFICATION TO SOLID WASTE DISPOSAL AND/OR PROCESSING PERMIT

Under the provisions of Act 97, the Solid Waste Management Act of July 7, 1980, Solid Waste Permit Number 101615 issued on December 21, 1994 to Commonwealth Environmental Systems, L.P., P.O. Box 322, Hegins, PA 17930 is hereby modified as follows:

1. This permit modification is being issued pursuant to the Pennsylvania Solid Waste Management Act of July 7, 1980 and the Municipal Waste Management Regulations effective September 14, 2002.
2. This permit renewal is based on the information in the application package received by the Department on January 29, 2016 entitled “Application for Solid Waste Permit Renewal”, Supplemental Information was received by the Department February 18, 2016, November 2, 2016, and January 20, 2017. The application was prepared by EarthRes, Inc. The application included the following documents:
   a. Remaining Landfill Capacity and Site Life Calculations
   b. General Information Form – Authorization Application
   c. Form A – Application for Municipal or Residual Waste Permit
   d. Form B – Professional Certification
   e. Form B1 – Application Form Certification
   f. Form HWC – Compliance History
   g. Form 46 – Relationship Between Municipal Waste Management Plans and Permits
   h. Appendix A – Contiguous Landowner, Municipal, and Public Notifications
   i. Drawings
      1. EarthRes Drawing C-01 Existing and Permitted Final Grades
      2. EarthRes Drawing C-02 Contiguous Landowners Map
   j. Proof of Receipts for Municipal and Contiguous Landowner notification – received February 18, 2016
   k. Revision to HWC compliance history – received November 2, 2016.
   l. Revision to HWC compliance history – received January 20, 2017.

3. This permit renewal approves the application received on January 29, 2016. This permit allows Commonwealth Environmental System, L.P. to continue operation of this facility per the approved application and the existing terms and conditions of this permit until January 31, 2022.

This modification shall be attached to the existing Solid Waste Permit described above and shall become a part thereof effective on (date) January 31, 2017.

FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

NW:ms
WP: WP-0016 (Form 13-A) 345a.doc
H: 1/30/17 T(1/30/17)
APPENDIX C

ALTERNATE DISPOSAL FACILITY SITE(S)

<table>
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<th>Disposal Facility</th>
<th>Operator</th>
<th>Municipality/County</th>
<th>Permit No.</th>
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</table>
APPENDIX D

DISPOSAL FACILITY OPERATOR'S STATEMENT OF INTEREST
August 26, 2019

Elizabeth M. DeNardi
Luzerne County Purchasing Dept.
20 N. Pennsylvania Blvd.
Wilkes Barre, PA 18702

Re: Request for Proposal – Municipal Waste Disposal

Dear Ms. DeNardi:

As per the instructions contained in the above referenced RFP, enclosed please find the required documents for our proposed participation in Luzerne County’s solid waste plan.

We are delighted to have this opportunity to assist Luzerne County with its long range planning and please feel free to contact me should you have any questions.

Sincerely,

Dan O’Brien
Business Manager
SUBMITTAL FORM
SUBMITTAL FORM

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

LUZERNE COUNTY, PENNSYLVANIA

Date: 8–26–19

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

Respondent: Company Name Commonwealth Environmental Systems, L.P. (CES)
Address 99 Commonwealth Road

City Regins State PA Zip 17938
Contact Dan O’Brien Telephone (570 ) 343–5782


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
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?
   - [X] Currently accepts municipal waste from within the boundaries of Luzerne County

   Reported quantity received in 2018: approximately 53,230 tons of municipal waste

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

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

   Facility Name: Commonwealth Environmental Systems, L.P.

   Facility Location: 99 Commonwealth Road
   Hegins, PA 17938

   County: Schuylkill
   State: PA

   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?
   - [X] Yes
   - [ ] No

   If no, explain:

   Specifying 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</th>
<th>Allowable Daily Avg. (ADA) as per Permit</th>
<th>% GIADA 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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</thead>
<tbody>
<tr>
<td>Conventional Municipal Waste</td>
<td>Y</td>
<td>4750</td>
<td>10%</td>
<td>163</td>
<td>246</td>
<td>40,000</td>
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<tr>
<td>Construction/Demolition Waste (C&amp;D)</td>
<td>Y</td>
<td>4750</td>
<td>10%</td>
<td>163</td>
<td>246</td>
<td>40,000</td>
</tr>
<tr>
<td>Municipal Sewage Sludge</td>
<td>Y</td>
<td>950</td>
<td>N/A</td>
<td>20</td>
<td>246</td>
<td>5,000</td>
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<tr>
<td>Regulated Medical Waste (RMW)</td>
<td>N</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<td>Other (specify) Residual</td>
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<td>950</td>
<td>N/A</td>
<td>20</td>
<td>246</td>
<td>5,000</td>
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<tr>
<td>Other (specify)**</td>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</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

Note: Total tons is a cumulative total.

d. Minimum sludge characteristics required: % Solids 20
   Other requirements: Requires pre-approval

e. Will bulky wastes be accepted? [X] Yes [ ] No
   If yes, specify tonnage: ________ (tons/day or tons/year)
   If yes, list types and other requirements: Facility will accept routine bulky waste such as furniture. Facility will not accept tires or white goods for disposal.

f. Is Respondent willing to accept Residual Waste at its facility? [X] Yes [ ] No
   If yes, specify tonnage: ________ (tons/day or tons/year, circle one)
   If yes, list types and other requirements: Needs to be deemed acceptable by PADEP.
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?

   X 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?

   X 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: CES agrees to accept any combination of illegally dumped waste, bulk items and residential C&D from Luzerne County up to 30 tons per year without charge assuming the waste is deemed acceptable, CES will not
accept tires, asbestos, liquid waste, electronics or household hazardous waste. Clean, separated scrap metal delivered to CES will be accepted at no charge, CES donates up to 500 tons annually to various counties as part of the spring clean-up initiative administered by Keep PA Beautiful. On a case by case basis CES shall consider accepting MSW from separate county illegal dumping sites and roadside clean-up activities.

(Attach additional pages as necessary)

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

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Municipal Waste Price/Ton</th>
<th>Escalation Rate**</th>
<th>Municipal Waste Price/ Ton</th>
<th>Escalation Rate**</th>
<th>Municipal Waste Price/ Ton</th>
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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):
No adjustments assuming material is deemed acceptable.

*** 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>
<th>(list)</th>
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<td>Contract Year</td>
<td>Price/Ton</td>
<td>Escalation Rate**</td>
<td>Price/Ton</td>
<td>Escalation Rate**</td>
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<td>2030</td>
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</tbody>
</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):

Pre-approved residual waste - same price as disclosed on page A-20
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).

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

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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).

CSS participates in approximately 10 other PA county waste plans and has made disposal commitments to host communities but still maintains sufficient daily capacity to perform under this contract.

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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.

Please see attached.

---

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

Easy access off Exit 112 on I-81 and proceed on Route 25
STRENGTH OF COMMITMENTS AND CONTINGENCY PLANS

1. CES will hold sufficient capacity to satisfy its contractual obligations.

2. Facility is located within approximately 1 mile from Interstate 81 and currently receives numerous loads from walking floors and dump trailers as well as packers, rolloffs and smaller trucks.

3. Facility has been in operation since December 1997 and has always satisfied its commitments.

4. Committed to satisfy agreed upon obligation.

5. Will accommodate county generated waste at sister facility, Keystone.

6. CES has demonstrated the ability and willingness to accept variations in rates of waste and maintains a spotless record in its ability to accept and dispose all acceptable waste on a daily basis.
(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. Landfill has been in operation since December, 1997 and has always satisfied its commitments.

(4) Position of the Respondent regarding specific reservation of air space or capacity at processing/disposal facility for duration of the contract term. Landfill participates in at least 10 other county plans and has satisfied the commitments made since 1997.

(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. Facility is approved to accept drill cuttings but has not accepted any such waste to date. Should this facility begin accepting this waste it will not adversely impact landfill's ability to satisfy this commitment.

(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. Keystone Sanitary Landfill, Inc. is the designated back-up facility.

(7) Ability and willingness of the Respondent to accept variations in rates of waste delivered from Luzerne County. Landfill has a long history of being able to satisfy and accept daily waste flow variations.

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):

Monday - Friday 6:00 AM to 3:00 PM
Closed Saturday


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: Commonwealth Environmental Systems, L.P. (Name of Firm)

99 Commonwealth Road (Mailing Address)

Hegins, PA 17938

2151.001.001 / 08.19 A-24 Barton & Loguidice D.P.C.
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: 8-26-19

Commonwealth Environmental Systems, L.P.

By: Louis DeNaples

President, L&D Management Inc.

Title: its General Partner

ATTEST:

Dominick DeNaples
Secretary/Treasurer, L&D Management Inc. its General Partner
LUZERNE COUNTY
MUNICIPAL WASTE MANAGEMENT PLAN
PROCESSING/DISPOSAL FACILITY QUESTIONNAIRE

A. BACKGROUND INFORMATION

1. Date: 8–26–19

2. Name of Facility: Commonwealth Environmental Systems, L.P.


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

5. Address and Phone Number of Owner: 249 Durham Drive Dunmore, PA 18512

6. Address of Facility (if different from above): 99 Commonwealth Road Hugins, PA 17938

7. Contact Person: Dan O'Brien Title: Business Manager
   Phone: (570) 343–5782

8. Person Supplying Information: Dan O'Brien Title: Business Manager
   Phone: (570) 343–5782

9. State where Respondent entity is formed: PA

10. Approx. Road Mileage from Facility to 200 North River Street, Wilkes Barre, PA 18711:
    Approx. 64 miles
8. 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 101615

2. Permit Site Acreage ± 465 acres. Disposal Area ±270 acres.

3. If a Landfill, Permitted Capacity 29,639,895 cubic yards 16.68 years Remaining capacity as of 12-31-18 is 10,923,821 (16.68 years)

4. Design Capabilities (if other than a landfill): Design Capacity N/A 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</th>
<th>Permitted Average Daily</th>
<th>Expected Annual Tons</th>
<th>Current Tipping Fee (Typical amount per ton or cubic yard)</th>
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</thead>
<tbody>
<tr>
<td>Municipal Waste (except for types listed below)</td>
<td>5000</td>
<td>4750</td>
<td>600,000</td>
<td>Tip Fees vary significantly based on a wide variety of factors</td>
</tr>
<tr>
<td>Construction/ Demolition Waste (C&amp;D)</td>
<td>5000</td>
<td>4750</td>
<td>20,000</td>
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<tr>
<td>Sewage Sludge</td>
<td>1000</td>
<td>1000</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>Regulated Medical Waste (RMW)</td>
<td>N/A</td>
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<td>Residual Waste - Other Pre-Approved</td>
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Minimum % Solids of Sewage Sludge: 20%

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 10,000,000 tons over 10 years, or approx. N/A cubic yards of remaining air space.

7. What is the facilities current permitted capacity? 29,639,894 (CY) Original permitted capacity

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 = 60 mils Material
      - Remolded clay Thickness = _______ inches Permeability _______ cm/sec
      - Other

   b. Secondary Liner:
      - Synthetic membrane Thickness = 40 mils Material
      - Remolded clay Thickness = _______ inches Permeability _______ cm/sec
      - Other
What portions of this system are currently in place? Approx. 50%

Leachate collection and treatment method currently permitted and in operation. Leachate piping collection system treated by R/O system.

Please list any current or expected site access restrictions to transfer trailers or other vehicles (bridges, road limitations, grade, etc.). Must enter facility from Route 25 (Exit 112 of Interstate 81)

Do you provide any processing or other handling of recyclables at your facility? If yes, please explain. Scrap metal, plastics and clear glass presorted.

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? Recycling cans for pre-sorted recyclables

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. Facility is approved to accept Marcellus Shale drill cuttings but has not accepted any of this waste as of the date of this submission.
6. List the types of recyclable materials collected at your facility and associated marketing arrangements, contracts, or end users.
   Scrap metal, plastics and clear glass presorted. Marketing includes disclosure letters to townships and semi-annual advertisements in local newspaper.

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

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

2. Please describe the facility's current air pollution control methods. N/A
   □ 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.
   N/A

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.
   N/A
5. Please describe plans for future bypass waste disposal practices.
   N/A

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).
   N/A

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

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

   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.
   N/A
10. Has the Owner/Operator submitted or prepared to submit an application for a municipal waste permit modification?  N/A

☐ 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.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

N/A

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

N/A

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).

There are no expansion applications on file at PADEP.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
1. Expected Waste Types  N/A

<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 (except for types listed below)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction/ Demolition Waste</td>
<td></td>
<td></td>
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<tr>
<td>Sewage Sludge</td>
<td></td>
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<tr>
<td>Regulated Medical Waste</td>
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<tr>
<td>Asbestos</td>
<td></td>
<td></td>
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<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  N/A

   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 Pennsylvania:

COUNTY OF Lackawanna:

I state that I am President of L&D Management Inc. its General Partner 
(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.

Commonwealth Environmental Systems, L.P. (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):

None
Commonwealth Environmental

Systems, L.P. (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

This 26th day of August, 2019.

[Signature]

(Notary Public)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Donna DeNaples-DiLeo, Notary Public
Dunmore Boro, Lackawanna County
My Commission Expires May 27, 2020
Member, Pennsylvania Association of Notaries
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.

Commonwealth Environmental Systems, L.P.

Name of Organization

Dan O'Brien

Name

Business Manager

Title

8–26–19

Date
STATEMENT OF QUALIFICATIONS
Commonwealth Environmental Systems, LP

Re: Luzerne County, Pennsylvania

Disposal Facility: Commonwealth Environmental Systems, LP. (CES)
99 Commonwealth Road
Hegins, PA 17938

Telephone: 570-695-3590
Fax: 570-695-3595

Operators: Louis and Dominick DeNaples
400 Mill Street
Dunmore, PA 18512
570-346-7673

Site Manager: David Leung
Assistant: Brett Dexter PE

Contact: Dan O’Brien, Business Manager
570-343-5782(T)
570-348-3135(F)
dano@kslco.com(Email)

USEPA Region: 3
Permit Issuing Agency: PA Department of Environmental Protection
Waste Management Program
2 Public Square
Wilkes Barre, PA 18711
Michael Bedrin
570-826-2516

Permit Number: 101615
Issued: 12/21/94

Permit Tonnage
Restrictions: Maximum Daily Volume...............5,000 Tons
Maximum Quarterly Daily Average........4,750 Tons
Commonwealth Environmental Systems, LP (CES) is operated by Louis and Dominick DeNaples. David Leung is Site Manager and has acted in that capacity since the commencement of operations on December 15, 1997. He is assisted by Brett Dexter, PE who possesses over 20 years of landfill operations experience.

Louis and Dominick DeNaples also operate Keystone Sanitary Landfill, Inc. in Dunmore, PA. They have been in business for over 30 years. CES operates under the revised Commonwealth of Pennsylvania SubTitle D requirements. CES is in good standing with PADEP, and there are no past or pending regulatory violations outstanding that would adversely impact the Landfill’s ability to operate.

CES is a 485 acre +/- solid waste disposal facility located in Schuylkill County. Total site disposal area is approximately 270 acres. Based on current and projected volumes, the life expectancy of CES is in excess of the proposed Agreement and there is sufficient capacity to satisfy the disposal requirements of this contract.

The primary liner is a synthetic membrane with a thickness of 60 mils. The secondary liner is a high density polyethylene material and both systems conform to all regulatory requirements.

Leachate is collected in perforated pipes on the landfill floor and transported via a piping system to holding tanks. The leachate is treated using a state-of-art reverse osmosis treatment system prior to reuse or stream discharge. Groundwater is sampled and tested quarterly and certified by a license hydrologist. All results are reported appropriately.

CES owns and maintains a fleet of equipment sufficient to conduct safe and efficient landfill operations. Included in this fleet are compactors, dozers, backhoes, water trucks and service vehicles. As an additional safeguard, CES’ sister facility, Keystone, is only 85 miles from CES and has equipment available to loan to CES at a moment’s notice. Also, John Deere and Cat sales and rental offices are located in the region and will provide immediate assistance if needed.

Currently, CES maintains Host Agreements with Schuylkill County and three townships, Reilly, Frailey and Foster. CES currently participates in
numerous County Plans including Berks, Carbon, Cumberland, Dauphin, Lehigh, Luzerne, Monroe, Perry, Pike, Susquehanna, Wayne and Wyoming. CES has actively participated in these plans for many years and has continuously demonstrated the ability to satisfy all of its contractual obligations.

CES meets or exceeds the federal guidelines of TITLE 40-PROTECTION OF ENVIRONMENT CHAPTER 1-ENVIRONMENTAL PROTECTION AGENCY PART 257-CRITERIA FOR CLASSIFICATION OF SOLID WASTE DISPOSAL FACILITIES AND PRACTICES AND PART 258-CRITERIA FOR MUNICIPAL SOLID WASTE LANDFILLS as well as all design and operating standards required. CES is regulated by PA Department of Environmental Protection under Permit # 101615 and is in good standing with that agency. The Landfill operates under the revised Commonwealth of PA regulations which conform to SubTitle D requirements.

Dan O'Brien
Business Manager
Commonwealth Environmental Systems LP
August 26, 2019
ACCEPTABLE WASTE:

Residential Waste
Office Waste
Cafeteria Waste
Commercial Waste as long as it is not directly associated with a manufacturer
Demolition Waste except for large concrete blocks and telephone poles longer than 30 inches.
General Yard Waste except for tree trunks

All forms of scrap metal, household appliances and tires must be segregated from the waste loads and disposed at the designated areas.

UNACCEPTABLE WASTE

Mining Waste
Industrial Waste generated by a manufacturer
Agricultural Waste
Medical and/or Infectious
Sewage Sludge
Incinerator Ash

Hazardous Waste
Liquid Waste
Chemicals
Waste Oil & Gasoline
Contaminated Soil

Some of the above listed unacceptable waste streams can be accepted with pre-approval from the Pennsylvania Department of Environmental Protection.

12/28/00
Municipal Waste Landfill Annual Operation Report Form

Instructions: This report is to be completed based on the preceding calendar year. Responses regarding volumes remaining should be based on availability on January 1 of the following year (e.g., capacity used would be from January 1, 2001 through December 31, 2001 and remaining capacity would be as of January 1, 2002).

Facility Name: Commonwealth Environmental Systems Landfill  
I.D. No.: 101615  
For the report period 2018 (January 1 to December 31) (enter year)

A. Facility Capacity Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Capacity (CY)</th>
<th>Tons</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Permitted Airspace*</td>
<td>29,639,895 CY</td>
<td></td>
</tr>
<tr>
<td>2. Total Airspace Used*</td>
<td>15,859,371 CY</td>
<td></td>
</tr>
<tr>
<td>3. Airspace Used this Report Period*</td>
<td>826,147 CY</td>
<td></td>
</tr>
<tr>
<td>4. Total Airspace Remaining*</td>
<td>13,780,524 CY</td>
<td></td>
</tr>
<tr>
<td>5. Waste Accepted in this Report Period:</td>
<td>654,822 Tons</td>
<td></td>
</tr>
<tr>
<td>6. Waste Accepted in Previous Years:</td>
<td>10,090,755 Tons</td>
<td></td>
</tr>
<tr>
<td>7. Total Waste Accepted:</td>
<td>10,745,576 Tons</td>
<td></td>
</tr>
</tbody>
</table>

8. Current Conversion Factor:

\[
\text{Current Conversion Factor} = \frac{\text{Waste Accepted in this Report Period}}{\text{Airspace Used this Report Period}} = 0.7927 \text{ Tons/CY}
\]

9. Total Capacity Remaining:

\[
\text{Total Capacity Remaining} = \text{Current Conversion Factor} \times \text{Total Airspace Remaining} = 10,923,821 \text{ Tons}
\]

10. Operating Days This Report Period:
    246 Days

11. Average Daily Volume of Waste Accepted**:
    2,662 Tons

12. Estimated Remaining Life:
    \[
    \text{Estimated Remaining Life} = \frac{\text{Total Capacity Remaining} \times \text{Avg. Volume of Waste Accepted}}{\text{# Operating Days}} = 16.88 \text{ Years}
    \]

*All airspace capacity calculations should be based upon actual field survey or aerial mapping.

**Avg. volume of waste accepted = Waste Accepted in this Report Period/# Operating Days

B. Permit and Operation Status

1. Have there been any changes to your compliance information?
   - [ ] NO, if "NO," complete a copy of Form C1 "Compliance History Certification" (2540-PM-BWM0351) and attach it to this report.
   - [X] YES, if "YES," complete a copy of Form HW-C, "Compliance History" (2540-FM-BWM0058) and attach it to this report.
STRENGTH OF COMMITMENTS AND CONTINGENCY PLANS

1. CES will hold sufficient capacity to satisfy its contractual obligations.

2. Facility is located within approximately 1 mile from Interstate 81 and currently receives numerous loads from walking floors and dump trailers as wells as packers, rolloffs and smaller trucks.

3. Facility has been in operation since December 1997 and has always satisfied its commitments.

4. Committed to satisfy agreed upon obligation.

5. Will accommodate county generated waste at sister facility, Keystone.

6. CES has demonstrated the ability and willingness to accept variations in rates of waste and maintains a spotless record in its ability to accept and dispose all acceptable waste on a daily basis.
January 31, 2017

Commonwealth Environmental Systems Landfill
c/o Mr. David Leung, Site Manager
P. O. Box 322
Hegins, PA 17938

Re: Permit Renewal
Commonwealth Environmental Systems Landfill
Foster, Frailey and Reilly Townships, Schuylkill County
Facility ID. # 10161
APS # 889856 AUTH ID 1106035

Dear Mr. Leung:

Enclosed is the permit renewal for Solid Waste Management Permit No. 10161 which the Department is issuing to Commonwealth Environmental Systems, L.P. (CES) for the continued operation of a municipal waste landfill known as Commonwealth Environmental Systems Landfill. This permit renewal allows CES to continue to operate this facility per the approved application and the terms and conditions of this permit until January 31, 2027. This permit renewal is based on the information in the application entitled “Application for Solid Waste Permit Renewal” received by the Department on January 29, 2016. The application was published in the PA Bulletin on February 13, 2016. Supplemental information was received by the Department on February 18, 2016, November 2, 2016, and January 20, 2017. The application was prepared by the EarthRes Group, Inc.

Enclosed as part of this approval is a permit modification Form 13-A. Any conditions stated on the Form 13-A modifies and replaces permit conditions regarding your operating permit. All other items and conditions from your permit shall remain in force and effect.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S., Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in Braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.
IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

If you have any questions, please contact David Matcho at (570) 830-3111.

Sincerely,

Roger Bellas  
Environmental Program Manager  
Waste Management Program

cc: BarthRes Group, Inc  
Foster Township  
Frailey Township  
Relly Township  
Schuylkill County
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

FORM NO. 13-A
MODIFICATION TO SOLID WASTE DISPOSAL AND/OR PROCESSING PERMIT

Under the provisions of Act 97, the Solid Waste Management Act of July 7, 1980, Solid Waste Permit Number 101615 issued on December 21, 1994 to Commonwealth Environmental Systems, L.P., P.O. Box 322, Hegins, PA 17930 is hereby modified as follows:

1. This permit modification is being issued pursuant to the Pennsylvania Solid Waste Management Act of July 7, 1980 and the Municipal Waste Management Regulations effective September 14, 2002.

2. This permit renewal is based on the information in the application package received by the Department on January 29, 2016 entitled "Application for Solid Waste Permit Renewal". Supplemental information was received by the Department February 18, 2016, November 2, 2016, and January 20, 2017. The application was prepared by EarthRes, Inc. The application included the following documents:
   a. Remaining Landfill Capacity and Site Life Calculations
   b. General Information Form — Authorization Application
   c. Form A — Application for Municipal or Residual Waste Permit
   d. Form B — Professional Certification
   e. Form B1 — Application Form Certification
   f. Form HWC — Compliance History
   g. Form 46 — Relationship Between Municipal Waste Management Plans and Permits
   h. Appendix A — Contiguous Landowner, Municipal, and Public Notifications
   i. Drawings
      1. EarthRes Drawing C-01 Existing and Permitted Final Grades
      2. EarthRes Drawing C-02 Contiguous Landowners Map
   j. Proof of Receipts for Municipal and Contiguous Landowner notification — received February 18, 2016
   k. Revision to HWC compliance history — received November 2, 2016.
   l. Revision to HWC compliance history — received January 20, 2017.

3. This permit renewal approves the application received on January 29, 2016. This permit allows Commonwealth Environmental System, L.P. to continue operation of this facility per the approved application and the existing terms and conditions of this permit until January 31, 2027.

This modification shall be attached to the existing Solid Waste Permit described above and shall become a part thereof effective on [date] January 31, 2017.

                        FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

NW/ems
WP: WP-0016 (Form 13-A) 345a.doc
H: 1/30/17 T(1/30/17)
MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 19 day of Oct., 2030, 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 Keystone Sanitary Landfill, Inc. ("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.


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.
DRAFT
MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

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. Keystone Sanitary Landfill, 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 Dunmore, Lackawanna County, Pennsylvania.

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.
DRAFT
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
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.
DRAFT
MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

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 Pennsylvania
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.

_4_
(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 inoperative 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 Solid Waste Management, 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, as shown in Appendix D. 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 Recycling Sustainability Fee

Beginning January 1, 2021, the Operator of Keystone Sanitary Landfill, Inc. 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): $2.80 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.

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: Keystone Sanitary Landfill, Inc.
ATTN: Dan O'Brien
249 Dunham Drive
Dunmore, PA 18512

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.

Keystone Landfill will accept up to 30 tons per year of acceptable waste at no charge.

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: [Signature]

Date: 11/16/2011

Title: County Manager

OPERATOR

By: [Signature]

Date: 10-19-2020

Title: President Keystone Sanitary Landfill, Inc.
### APPENDIX A

**RESERVED CAPACITY**

Municipal Solid Waste, Construction & Demolition Waste, and Municipal Sewage Sludge

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<thead>
<tr>
<th>Waste Type</th>
<th>Will Accept (Y/N)</th>
<th>Allowable Daily Avg (ADA) Capacity (Tons)</th>
<th>% of ADA Reservable Municipal Waste Generated in Luzerne County (%)</th>
<th>Daily Reserved Capacity (DRC) (Tons)</th>
<th>Estimated Working Days per Year (EWD) (Days)</th>
<th>Annual Reserved Capacity (ARC) (Tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conventional Municipal Waste</td>
<td>Y</td>
<td>7250</td>
<td>16%</td>
<td>197</td>
<td>305</td>
<td>60,000</td>
</tr>
<tr>
<td>Construction/Demolition Waste (C&amp;D)</td>
<td>Y</td>
<td>7250</td>
<td>16%</td>
<td>197</td>
<td>305</td>
<td>60,000</td>
</tr>
<tr>
<td>Municipal Sewage Sludge</td>
<td>Y *</td>
<td>1450</td>
<td>1%</td>
<td>17</td>
<td>305</td>
<td>5,000</td>
</tr>
<tr>
<td>Regulated Medical Waste (RMW)</td>
<td>N</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Other (specify) Residual</td>
<td>Y *</td>
<td>1450</td>
<td>1%</td>
<td>17</td>
<td>305</td>
<td>5,000</td>
</tr>
<tr>
<td>Other (specify)**</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*Please note "Y" 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.**

**Note:** Total tons is a cumulative total.

**Abbreviations:****

- 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)
DRAFT
MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

APPENDIX B

DISPOSAL FACILITY OPERATOR'S PERMIT
April 6, 2015

Keystone Sanitary Landfill, Inc.
C/o Mr. Joseph Dexter, P.E., Site Manager
249 Dunham Drive
Dunmore, PA 18512

Re: Permit Renewal
Keystone Sanitary Landfill, Inc.
Dunmore & Throop Boroughs, Lackawanna County
Facility ID. # 101247-A141
APS # 835066, AUTH ID 1013288

Dear Mr. Dexter:

Enclosed is the permit renewal for Solid Waste Management Permit No. 101247 which the Department is issuing to Keystone Sanitary Landfill, Inc. for the continued operation of a municipal waste landfill known as Keystone Sanitary Landfill. This permit renewal allows Keystone Sanitary Landfill, Inc. to continue to operate this facility per the approved application and the terms and conditions of this permit until April 6, 2025. This permit renewal is based on information in the application entitled “Permit Renewal Application” received by the Department on February 11, 2014. Supplemental information was received by the Department on April 18, 2014 and March 4, 2015. The application was prepared by CECC Associates, Inc.

Enclosed as part of this approval is a permit modification Form 13-A. Any conditions stated on the Form 13-A modifies and replaces permit conditions regarding your operating permit. All other items and conditions from your permit shall remain in force and effect.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 P. S., Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P. O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5986. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board’s rules of practice and procedure may be obtained from the Board. The appeal form and the Board’s rules of practice and procedure are also available in Braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.
IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

If you have any questions regarding this matter, please contact Jeffrey Spaide at (570) 830-3111.

Sincerely,

[Signature]
Roger Bellas
Environmental Program Manager
Waste Management Program

Enclosure

cc: Dunmore Borough (w/enclosure)
    Throop Borough (w/enclosure)
    Lackawanna County (w/enclosure)
    David J. Osborne, P.E. (w/enclosure)
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

FORM NO. 13-A
MODIFICATION TO SOLID WASTE DISPOSAL AND/OR PROCESSING PERMIT

Under the provisions of Act 97, the Solid Waste Management Act of July 7, 1980, Solid Waste Permit Number 101247 issued on May 23, 1990 to Keystone Sanitary Landfill, Inc. 249 Dunham Drive Dunmore, PA 18512

is hereby modified as follows:

1. This permit modification is being issued pursuant to the Pennsylvania Solid Waste Management Act of July 7, 1980 and the Municipal Waste Management Regulations effective September 14, 2002.

2. This permit renewal is based on the information in the application package received by the Department on February 11, 2014 entitled “Permit Renewal Application”. Supplemental information was received by the Department on April 18, 2014 and March 4, 2015. The application was prepared by CECO Associates, Inc. The application included the following documents:
   a. CIP – General Information Form
   b. Form A – Application for Municipal or Residual Waste Permit
   c. Form B – Professional Certification
   d. Form B1 – Application Form Certification
   e. Form C1 – Compliance History Certification
   f. Form L – Contingency Plan
   g. Form 46 – Relationship Between Municipal Waste Management Plans and Permits
   h. Permit Renewal – Volume Calculations
   i. Appendix 1 thru 11 – Municipal Waste Disposal Agreement with various counties
   j. Appendix 12 and 13 – Municipal & Host County Notification Letters
   k. Appendix 14 – Proof of Publication – received April 18, 2014
   l. Certified Mail Receipts – received April 18, 2014
   m. Form HW-C – Compliance History – received March 4, 2015

3. This permit renewal allows Keystone Sanitary Landfill, Inc. to continue operation of this facility per the approved application and the existing terms and conditions of this permit until April 6, 2025.

This modification shall be attached to the existing Solid Waste Permit described above and shall become a part thereof effective on April 6, 2015.

[Signature]
FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX D

DISPOSAL FACILITY OPERATOR'S STATEMENT OF INTEREST
August 26, 2019

Elizabeth M. DeNardi
Luzerne County Purchasing Dept.
20 N. Pennsylvania Blvd.
Wilkes Barre, PA 18702

Re: Request for Proposal – Municipal Waste Disposal

Dear Ms. DeNardi:

As per the instructions contained in the above referenced RFP, enclosed please find the required documents for our proposed participation in Luzerne County’s solid waste plan.

We are delighted to have this opportunity to assist Luzerne County with its long range planning and please feel free to contact me should you have any questions.

Sincerely,

Dan O'Brien
Business Manager
Luzerne County, Pennsylvania Solicitation of interest

SUBMITTAL FORM
SUBMITTAL FORM

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

LUZERNE COUNTY, PENNSYLVANIA

Date: 8–26–19

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

Respondent: Company Name ________________ Keystone Sanitary Landfill, Inc.
Address: ___________ 249 Dunham Drive

City: Dunmore State: PA Zip: 18512
Contact: Dan O’Brien Telephone: (570) 343–5782


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  
   [ ] Makes commitment to accept Luzerne County’s municipal waste for the ten (10) year term agreement
   
   Reported quantity received in 2018: approximately 100,389 tons of municipal waste

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

   Facility Name  
   Keystone Sanitary Landfill

   Facility Location  
   249 Dunham Drive
   Dunmore, PA 18512

   County  
   Lackawanna
   State  PA

   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. (tons)</th>
<th>% of ADA Residual Generated in Luzerne County</th>
<th>Daily Reserved Capacity (DRC)</th>
<th>Estimated Working Days per Year (LWD)</th>
<th>Annual Capacity Reserved (ARC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conventional Municipal Waste</td>
<td>Y</td>
<td>7250</td>
<td>16%</td>
<td>197</td>
<td>305</td>
<td>60,000</td>
</tr>
<tr>
<td>Construction/Demolition Waste (C&amp;D)</td>
<td>Y</td>
<td>7250</td>
<td>16%</td>
<td>197</td>
<td>305</td>
<td>60,000</td>
</tr>
<tr>
<td>Municipal Sewage Sludge</td>
<td>N</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Regulated Medical Waste (RMW)</td>
<td>N</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Other (specify) Residual</td>
<td>N</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</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.

* Assumes pre-approval

d. Minimum sludge characteristics required: % Solids 20

Other requirements: Requires pre-approval

e. Will bulky wastes be accepted? [X] Yes [ ] No

If yes, specify tonnage: ___ (tons/day or tons/year)

If yes, list types and other requirements: Facility will accept routine bulky waste such as furniture. Facility will not accept tires or white goods for disposal.

f. Is Respondent willing to accept Residual Waste at its facility? [X] Yes [ ] No

If yes, specify tonnage: ___ (tons/day or tons/year)

If yes, list types and other requirements: Requires pre-approval

Note: Total tons is a cumulative total.
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: Keystone agrees to accept any combination of illegally dumped waste, bulk items and residential C&D from Luzerne County up to 30 tons per year without charge assuming the waste is deemed acceptable. KSL
will not accept tires, asbestos, liquid waste, electronics or household hazardous waste. Clean, separated scrap metal delivered to KSL will be accepted at no charge. KSL donates up to 500 tons annually to various counties as part of the spring clean-up initiative administered by Keep PA Beautiful. On a case by case basis KSL shall consider accepting MSW from separate county illegal dumping sites and road side clean up activities.

(Attach additional pages as necessary)

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

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Municipal Waste</th>
<th>Construction/Demolition Waste (C&amp;D)</th>
<th>Municipal Sewage Sludge</th>
<th>Regulated Medical Waste (RMM)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Price per Ton</td>
<td>Erosion Rate**</td>
<td>Price per Ton</td>
<td>Erosion Rate**</td>
</tr>
<tr>
<td>2021</td>
<td>85</td>
<td>85</td>
<td>100</td>
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<td>2022</td>
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<td>2023</td>
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<td>95</td>
<td>110</td>
<td>N/A</td>
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<td>2026</td>
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<td>125</td>
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<td>2027</td>
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<td>130</td>
<td>N/A</td>
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<td>2028</td>
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<td>120</td>
<td>135</td>
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<td>2029</td>
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<td>140</td>
<td>N/A</td>
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<tr>
<td>2030</td>
<td>130</td>
<td>130</td>
<td>145</td>
<td>N/A</td>
</tr>
</tbody>
</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):
None

*** 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>Wastetype</th>
<th>(list)</th>
<th>(list)</th>
<th>(list)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Year</strong></td>
<td><strong>Price/ton</strong></td>
<td><strong>Escalation Rate</strong></td>
<td><strong>Price/ton</strong></td>
</tr>
<tr>
<td>2021</td>
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<td></td>
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<tr>
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<td></td>
</tr>
<tr>
<td>2030</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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):

Pre-approved residual waste - same price as disclosed on page A-20.
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).

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

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).

   Keystone participates in approximately 10 other PA county waste plans.

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

   (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. Interstate 84, 380 and 81 to commercially zoned Dunham Drive
STRENGTH OF COMMITMENTS AND CONTINGENCY PLANS

1. Keystone will hold sufficient capacity to satisfy its contractual obligation.

2. Facility is located within approximately 1 mile from Interstates 81 and 380 and currently receives numerous loads from walking floors and dump trailers as wells as packers, rolloffs, tippers and smaller trucks.

3. Facility has been in operation since 1991 and has always satisfied its commitments.

4. Committed to satisfy agreed upon obligation.

5. Will accommodate county generated waste at sister facility, Commonwealth Environmental Systems, L.P.

6. Keystone has demonstrated the ability and willingness to accept variations in rates of waste delivery for over 20 years and maintains a spotless record in the ability to accept and dispose all acceptable waste on a daily basis.
(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. **Please refer to attached**

(4) Position of the Respondent regarding specific reservation of air space or capacity at processing/disposal facility for duration of the contract term. **Landfill participates in at least 10 other County Plans and has always satisfied the commitments made.**

(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. **This disposal facility accepts "drill cuttings" and has experienced no adverse impacts relative to any disposal commitments.**

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

(7) Ability and willingness of the Respondent to accept variations in rates of waste delivered from Luzerne County. **Landfill has a long history of being able to satisfy and accept daily waste flow variations.**

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).

None

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):

Monday - Friday 5:30 AM to 3:30 PM
Saturday 5:30 AM to 11:00 AM

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: Keystone Sanitary Landfill, Inc. (Name of Firm)
249 Dunham Drive (Mailing Address)
Dunmore, PA 18512
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: 8-26-19

Keystone Sanitary Landfill, Inc.

By: Louis DeNaples

Title: President

AFFIX CORPORATE SEAL

Dominick DeNaples
Secretary/Treasurer
A. BACKGROUND INFORMATION

1. Date: 8-26-19

2. Name of Facility: Keystone Sanitary Landfill, Inc.

3. Owner of Facility: Louis and Dominick DeNaples

4. Type of Facility:
   - Landfill [X]
   - Resource Recovery (Waste to Energy) ___
   - MSW Composting ___
   - C&D Processing ___
   - Other (describe): ________________________________

5. Address and Phone Number of Owner: 400 Mill Street, Dunmore, PA 18512

6. Address of Facility (if different from above): 249 Dunham Drive, Dunmore, PA 18512

7. Contact Person: Dan O’Brien
        Title: Business Manager
        Phone: (570) 343-5782

8. Person Supplying Information: Dan O’Brien
        Title: Business Manager
        Phone: (570) 343-5782

9. State where Respondent entity is formed: PA

10. Approx. Road Mileage from Facility to 200 North River Street, Wilkes Barre, PA 18711:
    Approx. 22 miles
MUNICIPAL WASTE LANDFILL ANNUAL OPERATION REPORT FORM

Instructions: This report is to be completed based on the preceding calendar year. Responses regarding volumes remaining should be based on availability on January 1 of the following year (ex: capacity used would be from January 1, 2001 through December 31, 2001 and remaining capacity would be as of January 1, 2002).

Facility Name: Keystone Sanitary Landfill
I.D. No.: 101247
For the report period 2018 (January 1 to December 31)

A. FACILITY CAPACITY INFORMATION

1. Permitted Airspace*:
   61,940,086 CY

2. Total Airspace Used*:
   47,801,779 CY

3. Airspace Used this Report Period*:
   2,150,134 CY

4. Total Airspace Remaining*:
   14,138,307 CY

5. Waste Accepted in this Report Period:
   1,746,693 Tons

6. Waste Accepted in Previous Years:
   34,775,961 Tons

7. Total Waste Accepted:
   36,522,654 Tons

8. Current Conversion Factor:
   \[ \text{Current Conversion Factor} = \frac{\text{Waste Accepted in this Report Period}}{\text{Airspace Used this Report Period}} \]
   \[ = 0.8124 \text{Tons/CY} \]

9. Total Capacity Remaining:
   \[ \text{Total Capacity Remaining} = \text{Current Conversion Factor} \times \text{Total Airspace Remaining} \]
   \[ = 5,702,592 \text{Tons} \]

10. Operating Days This Report Period:
    284 Days

11. Average Daily Volume of Waste Accepted**:
    6,150 Tons

12. Estimated Remaining Life:
    \[ \text{Estimated Remaining Life} = \frac{\text{Total Capacity Remaining}}{\text{Avg. Volume of Waste Accepted \times Operating Days}} \]
    \[ = 3.26 \text{Years} \]

*All airspace capacity calculations should be based upon actual field survey or aerial mapping.

**Avg. volume of waste accepted = \frac{\text{Waste Accepted in this Report Period}}{\text{Operating Days}}

B. PERMIT AND OPERATION STATUS

1. Have there been any changes to your compliance information?
   - [ ] NO. If "NO," complete a copy of Form C1 "Compliance History Certification" (2540-PM-BWM0351) and attach it to this report.
   - [X] YES. If "YES," complete a copy of Form HW-C, "Compliance History" (2540-FM-BWM0058) and attach it to this report.
8. 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 101247

2. Permit Site Acreage ± 715 acres.
   Disposal Area 430 acres.

3. If a Landfill, Permitted Capacity 61,940,086 cubic yards 3.26 years
   Remaining capacity as of 12-31-18 is 5,702,592 tons *

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

   * Expansion has been filed with PADEP

<table>
<thead>
<tr>
<th>Waste Type</th>
<th>Permitted Maximum Daily Tonnes</th>
<th>Permitted Average Daily Tonnes</th>
<th>Expected Annual Tons</th>
<th>Current Tipping Fees (Specify Per Ton, Per Yard)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Waste (except for types listed below)</td>
<td>7500</td>
<td>7250</td>
<td></td>
<td>Tip fees vary significantly based on a wide variety of factors.</td>
</tr>
<tr>
<td>Construction/ Demolition Waste (C&amp;D)</td>
<td>7500</td>
<td>7250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewage Sludge</td>
<td>1500</td>
<td>1500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regulated Medical Waste (RMW)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Waste Type</td>
<td>Permitted Maximum Daily Tons</td>
<td>Permitted Average Daily Tons</td>
<td>ACS Expected Minimum Daily Tons</td>
<td>Current Lipping Fee (specify/portion or cubic yard)</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----------------------------</td>
<td>------------------------------</td>
<td>---------------------------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>Incinerator Ash</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>Asbestos</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>Other MSW (please specify)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Other MSW (please specify)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Residual Waste – Marcellus Residuals</td>
<td>2000</td>
<td>2000</td>
<td>75,000</td>
<td>N/A</td>
</tr>
<tr>
<td>Residual Waste - Other</td>
<td>1500</td>
<td>1500</td>
<td>50,000</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Minimum % Solids of Sewage Sludge **20** %

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 **5.7** m tons over **3.26** years, or approx. **N/A** cubic yards of remaining air space. Note: Expansion Application on file with PADEP

7. What is the facilities current permitted capacity? **61,940,086** (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)
      - [X] Synthetic membrane Thickness = **60** mils Material
      - [ ] Remolded clay Thickness = ________ inches Permeability ________ cm/sec
      - [ ] Other

   b. Secondary Liner:
      - [X] Synthetic membrane Thickness = **40** 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.
   Leachate is collected through a series of pipes and then conveyed to leachate pretreatment facility onsite where it is treated either in a biological system or a R/O system.

3. Please list any current or expected site access restrictions to transfer trailers or other vehicles (bridges, road limitations, grade, etc.). Interstaet 84, 380 and 81 onto Dunham Drive

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

   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)
   No contamination - separate containers for each material.

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

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.
   Respondent currently accepts over 150,000 tons of PADEP approved drill cuttings, annually. No significant increase is anticipated.
   The annual percentage ranges between 10% and 15%. This respondent has sufficient daily capacity to perform under this contract.
6. List the types of recyclable materials collected at your facility and associated marketing arrangements, contracts, or end users.
   Scrap metals, plastics, and clear glass presorted, Marketing includes disclosure letters to host townships and semi-annual advertisements in local newspaper.

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

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

2. Please describe the facility's current air pollution control methods. N/A
   ☐ 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. N/A

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.
   N/A
5. Please describe plans for future bypass waste disposal practices.
   N/A

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).
   N/A

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

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

   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)
   N/A

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

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.
   A significant percentage of landfill gas is collected by 2 end users who convert it to electricity the amount of which is sufficient to supply power to 13,000 homes annually.
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.

Increase permitted acceptable waste volume to extend the life of the landfill.

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

N/A

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

N/A

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).

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.
1. Expected Waste Types

<table>
<thead>
<tr>
<th>Waste Types</th>
<th>Estimated Annual Quantity to be Processed or Disposed (Specify tons or cubic yard)</th>
<th>Percent of Total Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Waste (except for types listed below)</td>
<td>No change expected</td>
<td></td>
</tr>
<tr>
<td>Construction/Demolition Waste</td>
<td>No change expected</td>
<td></td>
</tr>
<tr>
<td>Sewage Sludge</td>
<td>No change expected</td>
<td></td>
</tr>
<tr>
<td>Regulated Medical Waste</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Asbestos</td>
<td>&lt;1%</td>
<td></td>
</tr>
<tr>
<td>Incinerator Ash</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Residual Waste</td>
<td>No change expected</td>
<td></td>
</tr>
</tbody>
</table>

Expansion request does not change current permitted volumes.

2. Additional Capacity Plans

a. If Landfill:

1. Expected Total Capacity (tons or cubic yards) No change in permitted daily volume
2. Expected Lifetime (yrs.) 40 years

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 2021

d. Start of Operations Date 2022
Luzerne County, Pennsylvania

NON-COLLUSION AFFIDAVIT

STATE OF Pennsylvania:
COUNTY OF Lackawanna:

I state that I am ______________ of Keystone Sanitary Landfill, Inc. ______________________ (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.

Keystone Sanitary Landfill, Inc. ______________________ (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):

N/A
Luzerne County, Pennsylvania

Solicitation of Interest

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

This 26th day of August, 2019.

[Signature]
Name: Louis DeNaples

(Notary Public)

[Seal]

COMMONWEALTH OF PENNSYLVANIA

My Commission Expires May 27, 2023

Dunmore Boro, Lackawanna County

PA 01-24497

PA, PENNSYLVANIA ASSOCIATION OF NOTARIES
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.

Keystone Sanitary Landfill, Inc.

Name of Organization

Dan O'Brien

Name

Business Manager

Title

8-26-19

Date
STATEMENT OF QUALIFICATIONS
Keystone Sanitary Landfill, Inc.

Re: Luzerne County, Pennsylvania

Disposal Facility:  Keystone Sanitary Landfill, Inc.  
249 Dunham Drive  
Dunmore, PA 18512  
Telephone:  570-343-5782  
Fax:  570-348-3135  

Operator:  Louis and Dominick DeNaples  
400 Mill Street  
Dunmore, PA 18512  
570-346-7673  

Contact:  Dan O’Brien, Business Manager  
570-343-5782(T)  
570-348-3135(F)  
dano@kslco.com(Email)  

USEPA Region:  3  

Permit Issuing Agency:  PA Department of Environmental Protection  
Waste Management Program  
2 Public Square  
Wilkes Barre, PA 18711  
Michael Bedrin  

Permit Number:  101247  
Issued:  05/28/92  Expires: 4/6/25  

Permit Tonnage Restrictions:  Maximum Daily Volume............ 7,500 Tons  
Maximum Quarterly Daily Average...7,250 Tons  

The remaining life of the landfill is calculated at approximately 3 years but is based on maximum waste acceptance every day. Based on actual average daily tonnage received the life expectancy of Keystone should be in excess of 5 years.
Keystone Sanitary Landfill, Inc. is operated by Louis and Dominick DeNaples. Dan O’Brien is the Business Manager and has been employed by Keystone since 1995. There are five supervisors all of whom have over 10 years experience in the landfill and construction business.

Louis and Dominick DeNaples also operate Commonwealth Environmental Systems, LP (CES) in Hegins, PA. They have been in business for over 30 years. Keystone operates under the revised Commonwealth of Pennsylvania SubTitle D requirements. Keystone is in good standing with PADEP and there are no past or pending regulatory violations outstanding that would have an adverse impact on this Landfill’s ability to satisfy the requirements of this Bid.

Keystone is a 715 acre +/- solid waste disposal facility located in Lackawanna County. Total site disposal area is 430 acres. Based on current and projected volumes, the life expectancy of Keystone is in excess of 3 years. Keystone has filed a Major Permit Modification with PADEP that, when approved, will extend its life expectancy well past the term of this Agreement.

Keystone maintains its own treatment plant facility on site. All leachate collection and treatment operations conform to approved designs and regulatory requirements. Keystone’s liner system also conforms to approved designs and regulatory requirements.

Keystone owns and maintains a fleet of equipment sufficient to conduct safe and efficient landfill operations. Included in this fleet are compactors, dozers, backhoes and service vehicles. As an additional safeguard, Keystone’s sister landfill, CES, is only 85 miles from Keystone and has equipment available to loan to Keystone at a moments notice. Also, John Deere and Cat sales and rental offices are located in the region and will provide immediate assistance if needed.

Currently, Keystone maintains Host Agreements with two boroughs, Throop and Dunmore. Keystone currently participates in numerous County Plans including Berks, Carbon, Cumberland, Dauphin, Lehigh, Luzerne, Perry, 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.

Keystone meets or exceeds the federal guidelines of TITLE 40-PROTECTION OF ENVIRONMENT CHAPTER 1-ENVIRONMENTAL PROTECTION AGENCY PART 257-CRITERIA FOR CLASSIFICATION OF SOLID WASTE DISPOSAL FACILITIES AND PRACTICES AND PART 258-CRITERIA FOR MUNICIPAL SOLID WASTE LANDFILLS as well as all design and operating standards required.

I do hereby certify that the above referenced Statement of Qualifications is accurate and factual to the best of my knowledge.

Dan O'Brien
Business Manager
Keystone Sanitary Landfill, Inc.
August 26, 2019
WASTE ACCEPTANCE

Keystone Sanitary Landfill, Inc. (Keystone) is a Municipal Solid Waste Disposal Facility regulated by the Pennsylvania Department of Environmental Protection.

Acceptable Waste

Household Municipal Waste
Construction / Demolition Waste
Commercial Office, Lunchroom and Warehouse Waste from a Non-Manufacturing Facility

Unacceptable Waste

Hazardous Waste
Tree Trunks
Infectious / Chemotherapeutic Waste
Liquids (Containers over 1 Gallon)

Acceptable Waste – Prior Approval Required

Manufacturing Waste
In-State Water and Wastewater Treatment Sludge
Agricultural and Mining Waste
Contaminated Soils
Asbestos-Containing Waste

Recycling

Keystone encourages and promotes recycling and provides drop off areas for glass, white goods, metals and plastics. Whole, rimless car and small truck tires are also accepted for a fee.

Technical Assistance

Keystone will provide technical assistance regarding proper waste classification, documentation preparation and the submission process to ensure that your request receives the necessary approvals as quickly as possible. Keystone encourages you to contact its Compliance Manager to discuss your specific needs:

Telephone 570-343-5782
Fax 570-348-3135
E-Mail ksl@epix.net
April 6, 2015

Keystone Sanitary Landfill, Inc.

o/o Mr. Joseph Dexter, P.B., Site Manager

249 Donham Drive

DuBois, PA 18512

Re: Permit Renewal

Keystone Sanitary Landfill, Inc.

Dubuque & Tunkhannock Boroughs, Lackawanna County

Facility I.D. # 101247-A141

APS # 835066, AUTH ID 1013285

Dear Mr. Dexter,

Enclosed is the permit renewal for Solid Waste Management Permit No. 101247 which the Department is issuing to Keystone Sanitary Landfill, Inc. for the continued operation of a municipal waste landfill known as Keystone Sanitary Landfill. This permit renewal allows Keystone Sanitary Landfill, Inc. to continue to operate this facility per the approved application and the terms and conditions of this permit until April 6, 2025. This permit renewal is based on information in the application entitled "Permit Renewal Application" received by the Department on February 11, 2014. Supplemental information was received by the Department on April 18, 2014 and March 4, 2015. The application was prepared by CECO Associates, Inc.

Enclosed as part of this approval is a permit modification Form 13-A. Any conditions stated on the Form 13-A modifies and replaces permit conditions regarding your operating permit. All other items and conditions from your permit shall remain in force and effect.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S., Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are all available in Braille or audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.
IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

If you have any questions regarding this matter, please contact Jeffrey Speide at (570) 830-3111.

Sincerely,

Roger Bellas
Environmental Program Manager
Waste Management Program

Enclosure

cc:  Danmore Borough (w/enclosure)
     Throop Borough (w/enclosure)
     Lackawanna County (w/enclosure)
     David J. Osborne, P.E. (w/enclosure)
FORM NO. 13-A
MODIFICATION TO SOLID WASTE DISPOSAL AND/OR PROCESSING PERMIT

Under the provisions of Act 97, the Solid Waste Management Act of July 7, 1980, Solid Waste
Permit Number 101247 issued on (date original permit was issued) May 23, 1990 to
(permittee) Keystone Sanitary Landfill, Inc.
(address) 249 Dunham Drive
Dunmore, PA 18512

is hereby modified as follows:

1. This permit modification is being issued pursuant to the Pennsylvania Solid Waste
   Management Act of July 7, 1980 and the Municipal Waste Management Regulations
   effective September 14, 2002.

2. This permit renewal is based on the information in the application package received by the
   Department on February 11, 2014 entitled "Permit Renewal Application". Supplemental
   information was received by the Department on April 18, 2014 and March 4, 2015. The
   application was prepared by CECO Associates, Inc. The application included the following
   documents:
   a. GIF – General Information Form
   b. Form A – Application for Municipal or Residual Waste Permit
   c. Form B – Professional Certification
   d. Form B1 – Application Form Certification
   e. Form C1 – Compliance History Certification
   f. Form C – Contingency Plan
   g. Form 46 – Relationship Between Municipal Waste Management Plans and Permits
   h. Permit Renewal – Volume Calculations
   i. Appendix 1 thru 11 – Municipal Waste Disposal Agreement with various counties
   j. Appendix 12 and 13 – Municipal & Host County Notification Letters
   k. Appendix 14 – Proof of Publication – received April 18, 2014
   l. Certified Mail Receipts – received April 18, 2014
   m. Form HW-C – Compliance History – received March 4, 2015

3. This permit renewal allows Keystone Sanitary Landfill, Inc. to continue operation of this
   facility per the approved application and the existing terms and conditions of this permit
   until April 6, 2025.

This modification shall be attached to the existing Solid Waste Permit described above and shall
become a part thereof effective on (date) April 6, 2015.

[Signature]
FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
DRAFT
MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE
AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this
14th day of __________, 2020, 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
Alliance Sanitary Landfill, Inc. ("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.

Act 101. The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act,

Agreement. The Municipal Waste Processing/Disposal Capacity and Integrated Waste and
Reclables 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. Alliance Sanitary Landfill, 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 Taylor, Lackawanna County, Pennsylvania.

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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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 Pennsylvania 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.
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(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.
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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.
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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, Solid Waste Management Department, 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, as shown in Appendix D. 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 Recycling Sustainability Fee

Beginning January 1, 2021, the Operator of Alliance Sanitary Landfill, Inc. (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): $2.80 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.
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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. 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.

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: Waste Management, Inc.
ATTN: Charles Raudenbush, Jr.
1000 New Ford Mill Road
Morrisville, PA 19067

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
DRAFT
MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

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
In lieu of Disposal Capacity Donation for Non-Profit Activities, Operator agrees to provide up to
20 hours per year technical assistance for the County's recycling program.

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: 11/16/20

Title: County Manager

OPERATOR

By: ______________________

Date: 10/14/20

Title: President
## APPENDIX A

### RESERVED CAPACITY

Municipal Solid Waste, Construction & Demolition Waste, and Municipal Sewage Sludge

<table>
<thead>
<tr>
<th>Waste Type</th>
<th>Will Accept</th>
<th>Allowable Daily Avg. (ADA) as per Permit (tons)</th>
<th>% of ADA Reserved for Municipal Waste Generated in Luzerne County (%)</th>
<th>Daily Reserved Capacity (DRC) (tons)</th>
<th>Estimated Working Days per Year (EWD) (Days)</th>
<th>Annual Reserved Capacity (ARC) (Tons)</th>
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<td>Y</td>
<td>5,500</td>
<td>2%</td>
<td>100</td>
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<td>Construction/Demolition Waste (C&amp;D)</td>
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<td>Included</td>
<td>Included</td>
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</tr>
<tr>
<td>Regulated Medical Waste (RMW)</td>
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<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Other (specify)____________</td>
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<td>N/A</td>
<td>N/A</td>
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<td>Other (specify)**</td>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</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

---

** Definitions:**

- **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
FORM NO. 13A
MODIFICATION TO SOLID WASTE DISPOSAL AND/OR PROCESSING PERMIT

Under the provisions of Act 97, the Solid Waste Management Act of July 7, 1980, Solid Waste Permit Number 100933 issued on (date original permit was issued) March 14, 1996 to

(permittee) Alliance Sanitary Landfill, Inc.

(address) 398 South Keyser Avenue
Taylor, PA 18517

is hereby modified as follows:

All conditions of the attached permit modification shall supercede conditions of the original permit if discrepancies or inconsistencies between the documents become evident.

1. This permit authorizes the expansion of the disposal area designated as Area 2A Expansion. The expansion includes a waste disposal area of 87.3 acres. The permit boundary and disposal area are delineated on Map Sheet 4 entitled “Proposed Disposal And Support Area Limits, Sheet 2 of 2” dated August 21, 2007, prepared by Shaw Environmental. As part of this approval is the reduction of total permitted acreage for the site from 513 acres to approximately 489 acres.

2. The permit application for the Area 2A Expansion was initially received by the Department on August 17, 2005. The application was revised and updated by EarthRes Group, consolidating all required forms, drawings, and information on August 6, 2010.

3. The existing average daily volume (ADV) of 2000 tons per day will change to increase the average daily volume to 4750 tons per day. The maximum daily volume will remain at 5500 tons per day. Initially, the ADV will be set at 3000 tons per day. Prior to any incremental increase in average daily volume from the 3000 TPD, Alliance Sanitary Landfill shall submit to the Department for approval an application for a minor permit modification. The modification shall describe the organizational operation ramp-up schedule which will include the incorporation of additional staff, equipment and training to meet the incremental increase in tonnage. Also included in the modification shall be the site life operation, construction and closure milestones, site development drawings and compliance performance issues. Average and maximum daily volumes include any alternate daily cover materials used.

This modification shall be attached to the existing Solid Waste Permit described above and shall become a part thereof effective on (date) October 28, 2010.

William Tomasulo
FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

Page 1 of 6
FORM NO. 13-A
MODIFICATION TO SOLID WASTE DISPOSAL AND/OR PROCESSING PERMIT
Alliance Sanitary Landfill, Inc.

4. Approval of this modification shall extend the operating permit expiration date to

5. Within one year of the date of this permit, and every five years thereafter, Alliance
Sanitary Landfill shall evaluate site conditions and compare them to the site conditions
used in CPF’s Health Risk Assessment Addendum for Area 2A dated August 2005, and
provide the Department with a report on the findings of this Assessment, including any
recommendation regarding the need for additional ambient air monitoring. In addition, at
least annually, Alliance shall include a compliance assessment of the performance and
functionality of the site’s landfill gas collection system, and any recommendations
regarding the need for ambient air monitoring. This annual assessment shall be
incorporated into the fill plan to be submitted as provided for in Section L of the Form 14
Narrative and shall address at a minimum:

a. The number and location of gas collection wells;
b. The layout of piping to collect landfill gas from the wells;
c. Landfill NSPS (40 CFR Part 60, Subpart WWW) monitoring results for surface
emissions;
d. Landfill NSPS monitoring results for gas wells;
e. Flare and Landfill Gas to Energy (LFGTE) facility performance and emissions;
f. Landfill gas odor controls and performance.

6. This permit approves the use of alternative vegetation pursuant to 25 PA Code
273.236(b). Alliance Sanitary Landfill will implement the Alternative Vegetation
Program as described in Alliance’s October 2, 2009 submittal and Kaufmann
Engineering’s demonstration report dated February 2010, including the periodic
assessments and bi-annual reports provided for in the Kaufmann Report. Changes to this
program, other than short-term experimentation, shall only be implemented with the
Department’s written approval. An overall plan for implementation shall be submitted to
the Department.

7. Alliance Sanitary Landfill shall develop a Semi-Annual Fill Plan for submittal to the
Department in March and September of each year the landfill is in operation. This plan
will include anticipated grading, waste placement and operational features for the next 6
month period. Items to be included in the plan:

a. Projected construction and filling locations;
b. Existing and projected grades;
c. Previous and projected areas of enhanced intermediate cover and final capping;
d. Specific nuisance control measures to be employed during the period with
regard to cell sequencing and seasonal effects;
e. Temporary capped areas;
f. Final capped areas.
8. Approved alternate daily cover (ADC) materials meeting the requirements of 25 PA Code § 273.232 may be used as a daily cover material. Prior to use of any new source or manufacturer of the ADC materials listed below, Alliance Sanitary Landfill shall submit a minor permit modification indicating the generator and specifications of the material to be used.

   a. Foam
   b. Cormier WP 1440 FR, Integra 12 FR, and Airspace Saver TGNN FR Tarps
   c. Unscreened Composted Sludge
   d. Sludge Derived Synthetic Soils
   e. Virgin Fuel Contaminated Soils
   f. Conditioned Fly Ash
   g. Autofluff (PROPAT only)

9. Approved as part of this Area 2A expansion submission is: 1. A 300 mil geocomposite drainage layer (HDPE geonet with non woven geotextile heat bonded to both sides) in place of the 12 inch sand layer. The geocomposite will be used without a collection piping network. 2. The final cover grading will include horizontal terraces 20 feet in width constructed on the 33 percent slopes for every 40 feet rise in elevation. The terrace benches will be graded into the landfill at 7.5 percent. 3. A geosynthetic clay liner (GCL) to be used as a subbase consists of a layer of bentonite between two (2) layers of geotextile as an alternative landfill liner subbase in lieu of the 6 inch compacted low permeability soil layer.

10. Updated bonding calculations for the entire site including the Area 2A expansion increases the existing bond to the total of $23,333,544.

11. Provide in each annual report submitted, a breakdown of the approved benefits for this expansion along with a description addressing details for each. The approved benefits are as follows:
   a. Free Waste Disposal
   b. Recycling
   c. Support for Watersheds and Community Clean-up
   d. Taylor Colliery Project
FORM NO. 13-A
MODIFICATION TO SOLID WASTE DISPOSAL AND/OR PROCESSING PERMIT
Alliance Sanitary Landfill, Inc.

e. Environmental Education
f. Taylor Borough Host Community Agreement
g. Ransom Township Host Community Agreement
h. Direct Economic Benefits
i. Direct Employment
j. Environmental Stewardship Fund
k. State Recycling Fee
l. State Disposal Fee
m. Riverside School District per ton fees

12. Prior to the MSE wall construction a minor permit modification shall be submitted to the Department for approval providing final plans, details, calculations and construction requirements for this specific project.

13. Alliance Sanitary Landfill will be required to verify the shear strengths and interface friction values of the selected liner products and verify on actual lots of material to be used before the installation of the liner system. This should be required as part of the construction quality assurance program.

14. Any area being developed that includes mine subsidence issues will require a subsidence certification approval prior to cell liner construction.

15. Liner system installation on a 3H:1V slope shall be completed in sections. Each section shall be buttressed by waste prior to continuing the liner system.

16. Current monitoring points for the Alliance facility are identified as follows:

Monitoring Wells: M-1 (upgradient), M-2, M-2T, M-3, M-4, M-5, M-6, M-6T, M-7, M-8, M-9, and M-10.

Underdrain: SU- 1, located in Area 1.

Leachate: LCZ, (Leachate Collection Zone).

Leachate Detection Zones: - Area 1, Area 2.
The Area 2A Expansion will eliminate the following monitoring points:

Wells: M-3, M-5, M-9 & M-10

Decommissioning procedures shall be provided to the Department prior to initiation of activities. Well abandonment forms shall be submitted to the Department following decommission.

17. The Area 2A Expansion will add the following monitoring points:
   Monitoring Wells: M-15D, M-16D, M17D, M-18D and M-19D.
   Leachate Detection Zones: Pad 14 Sump, Pad 15 Sump, & Pad 16 Sump.

18. Monitoring wells M-17 and M-18 shall be installed and sampled for two consecutive quarters of background monitoring. Sampling of new wells M-17D and M-18D shall also include sampling of existing wells M-3, M-5, M-9 & M-10. Upon completion, data shall be evaluated and submitted to the Department prior to decommission of any well or placement of waste in Pad 14. This overlap sampling may be independent or part of the routine quarterly monitoring at the facility.

19. Monitoring wells M-15D and M-16D shall be installed and monitored for two consecutive quarters of background monitoring prior to placement of waste in the Pad16. Monitoring well M-19D shall be installed and monitored for two consecutive quarters prior to placement of waste in Pad 19A.

20. Within 60 days following approval of Area 2A Expansion, Alliance shall update the Sampling and Analysis Plan for the site as a separate stand alone document. A schedule for well decommission and new well installation shall be included. At least one copy of the sampling and analysis plan should be kept on the site at all times. The Sampling and Analysis Plan shall be reviewed annually. If changes are determined to be necessary, the revised plan shall be promptly submitted to the Department for review. The plan shall include but not be limited to the following:

   A. Description of the current sampling protocol used at each well for the site.
   B. Specific chemical analyses performed on each monitoring point.
   C. Analytical methods currently used to analyze the groundwater samples.
   D. Form 18 and Form 6 or construction log for each applicable monitoring point.
      Internal dedicated equipment should be included.
   E. Quality control/quality assurance protocol
   F. Site map with monitoring point locations identified
FORM NO. 13-A
MODIFICATION TO SOLID WASTE DISPOSAL AND/OR PROCESSING PERMIT
Alliance Sanitary Landfill, Inc.

21. Water quality monitoring reports must be submitted to the Department for all approved
monitoring points and shall include at a minimum:

A. A cover letter identifying the facility and sampling event. The cover letter shall
describe anything unusual or noteworthy about the sampling and analysis. Evidence
of degradation in any monitoring point including the leachate detection zone shall be
identified.

B. Reports shall be submitted in accordance with the Form 8, Form 19, or Form 50 and
as applicable their corresponding sections of the Municipal Waste Management
Regulations (25 Pa.Code 273), unless exceptions are herein specified or otherwise
authorized by the Department.

C. The applicable form(s) shall be accurate and complete.

D. For any analyte which falls below its individual method detection or reporting limit,
the limit shall be noted and included on the report forms.

E. One original and one copy of each quarterly or annual report must be submitted to
the attention of the Program Manager of the Waste Management Program within 60
days of the last sample collection date.

F. One copy of the actual lab analysis must accompany the submission of the
annual analysis.

22. A groundwater evaluation report shall be prepared and submitted annually (no later than
90 days after the annual sampling event). Individual monitoring points including leachate
detection points should be included and discussed. The report shall evaluate through
trends and/or statistical comparison whether the values of constituents measured at
monitoring points the previous year and historically indicates the presence of ground
water degradation. The report shall evaluate whether concentrations of these constituents
measured at the ground water monitoring locations exceeds the ground water protection
standards. A water level contour map should also be included with this report.

23. Provide to the Department within 120 days of the issuance of this permit, one copy of the
final comprehensive application including revisions in their correct sections pertaining to
this approved application. Also provide a reduced set of drawings as part of this
submission.
APPENDIX C

ALTERNATE DISPOSAL FACILITY SITE(S)

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<tr>
<th>Disposal Facility</th>
<th>Operator</th>
<th>Municipality/County</th>
<th>Permit No.</th>
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APPENDIX D

DISPOSAL FACILITY OPERATOR'S STATEMENT OF INTEREST
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<tr>
<td>Company Experience and Operational History</td>
<td>3</td>
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<td>Company Obligations</td>
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<td>Facility Questionnaire</td>
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<td>Non-Collusion Affidavit</td>
<td>6</td>
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<tr>
<td>Disclaimer Statement</td>
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</table>
SUBMITTAL FORM

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

LUZERNE COUNTY, PENNSYLVANIA

Date: 8/30/19

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

Respondent: Company Name  Waste Management of Pennsylvania, Inc.

Address  1000 New Ford Mill Road

City  Morrisville  State  PA  Zip  15067
Contact  Chuck Raudenbush, Jr.  Telephone (215) 801-9108


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?
   - X Currently accepts municipal waste from within the boundaries of Luzerne County

   Reported quantity received in 2018: approximately 26,000 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.
   - X Landfill
   - □ Resource recovery facility
   - □ Municipal waste composting facility
   - □ Other (specify)

   Facility Name ____________________________
   Facility Location 398 S Keyser Ave
   Taylor, PA 18517

   County Lackawanna State Pennsylvania

   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?
   - X 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 (tons)</th>
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<td>N/A</td>
</tr>
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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: ______ Must pass paint filter test __________

e. Will bulky wastes be accepted?   [X] Yes  [ ] No
   If yes, specify tonnage: ________ (tons/day or tons/year)

   If yes, list types and other requirements:  N/A

f. Is Respondent willing to accept Residual Waste at its facility?  [X] Yes  [ ] No
   If yes, specify tonnage: *________ (tons/day or tons/year, circle one)
   If yes, list types and other requirements:  *Included in above
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: Alliance will donate up to 20 hours per year of advice and assistance on County Integrated Waste and Recyclables Management Programs. Alliance will aid the county with its sustainability efforts by continuing to contribute $2 per ton for all Luzerne County waste.
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

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td></td>
<td>Price per Ton(1)</td>
<td>Escalation Rate***</td>
<td>Price per Ton(1)</td>
<td>Escalation Rate***</td>
</tr>
<tr>
<td>2021</td>
<td>$121.00</td>
<td>$121.00</td>
<td>$121.00</td>
<td>N/A</td>
</tr>
<tr>
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<td>$126.00</td>
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<td>$141.00</td>
<td>$141.00</td>
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<td>$147.00</td>
<td>$147.00</td>
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<td>2028</td>
<td>$159.00</td>
<td>$159.00</td>
<td>$159.00</td>
<td>N/A</td>
</tr>
<tr>
<td>2029</td>
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<td>$165.00</td>
<td>$165.00</td>
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</tr>
<tr>
<td>2030</td>
<td>$172.00</td>
<td>$172.00</td>
<td>$172.00</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Note: Rates include all Act 101/90 fee + county fee

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

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

(i) A Waste Management fluctuating Fuel Surcharge, Regulatory Cost Recovery Charge, Environmental Charge, and Wastewater Management Charge may be added. The base tipping fee may be subject to a minimum charge of up to two tons.

*** 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>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Year*</td>
<td>Price/Ton</td>
<td>Escalation Rate**</td>
<td>Price/Ton</td>
</tr>
<tr>
<td>2021</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2022</td>
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<td>2028</td>
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<td>2029</td>
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<td></td>
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<tr>
<td>2030</td>
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</tr>
</tbody>
</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).
   See Section 3-1

   ____________________________
   ____________________________
   ____________________________
   ____________________________

   ____________________________
   ____________________________
   ____________________________
   ____________________________

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).
   See Section 3-2

   ____________________________
   ____________________________
   ____________________________
   ____________________________

   ____________________________
   ____________________________
   ____________________________
   ____________________________

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.
   See Section 3-3

   ____________________________
   ____________________________
   ____________________________

   ____________________________
   ____________________________
   ____________________________
   ____________________________

   (2) Statement of transfer trailer accessibility to the proposed processing/disposal facility.
   See Section 3-4

   ____________________________
   ____________________________
   ____________________________
   ____________________________

   ____________________________
   ____________________________
   ____________________________
   ____________________________
(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.

See Section 3-5

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

See Section 3-6

(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.

N/A

(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.

See Section 3-7

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

See Section 3-8

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).

See Section 3-9

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):

Monday-Friday 6am-6pm

Saturday 6am-11:30am

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: Waste Management of Pennsylvania, Inc. (Name of firm)
   1000 New Ford Mill Road (Mailing Address)
   Morrisville, PA 19067

2151.001.001 / 08.19       A-24     Barton & Loguidice D.P.C.
Luzerne County, Pennsylvania

Solicitation of Interest

Charles Raudenbush, Jr. (Contact Person) 215-801-9108 (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 nc 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: 8/30/19

Waste Management of Pennsylvania, Inc.

(Name of Firm)

Rafael Carrasco

By:

Title: President

ATTEST:

Thomas Utermark, Assistant Secretary
LUZERNE COUNTY
MUNICIPAL WASTE MANAGEMENT PLAN
PROCESSING/DISPOSAL FACILITY QUESTIONNAIRE

A. BACKGROUND INFORMATION

1. Date: 8/30/19

2. Name of Facility: Alliance Sanitary Landfill, Inc.

3. Owner of Facility: Alliance Sanitary Landfill, Inc.

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

5. Address and Phone Number of Owner: 1000 New Ford Mill Road
   Morrisville, PA 19067

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

7. Contact Person: Charles Raudenbush, Jr.  Title: Public Sector Services
   Phone: (215) 801-9108

8. Person Supplying Information: Charles Raudenbush, Jr.  Title: Public Sector Services
   Phone: (215) 801-9108

9. State where Respondent entity is formed: Pennsylvania

10. Approx. Road Mileage from Facility to 200 North River Street, Wilkes Barre, PA 18711:
   See attached
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 __100933________________

2. Permit Site Acreage __489________ acres.
   Disposal Area __303________ 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
   * 77 years at current path of 1,000 TPD, See attachment #1

   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>
<td>5,500 TPD</td>
<td>3,000-4,700</td>
<td>100,000 to 600,000</td>
<td>Variable; generally $50-$100 per ton</td>
</tr>
<tr>
<td>Construction/ Demolition Waste (C&amp;D)</td>
<td>Included in above</td>
<td>Included in above</td>
<td>Included in above</td>
<td>Included in above</td>
</tr>
<tr>
<td>Sewage Sludge</td>
<td>Included in above</td>
<td>Included in above</td>
<td>Included in above</td>
<td>Included in above</td>
</tr>
<tr>
<td>Regulated Medical Waste (RMW)</td>
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<td></td>
</tr>
<tr>
<td>Waste Type</td>
<td>Permitted Maximum Daily Tons</td>
<td>Permitted Average Daily Tons</td>
<td>Expected Annual Tons</td>
<td>Current Tipping Fee (specify per ton or cubic yard)</td>
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<tr>
<td>------------</td>
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</tr>
<tr>
<td>Incinerator Ash</td>
<td>Included in above</td>
<td>Included in above</td>
<td>Included in above</td>
<td>Included in above</td>
</tr>
<tr>
<td>Asbestos</td>
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<td></td>
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<tr>
<td>Other MSW (please specify)</td>
<td></td>
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<tr>
<td>Other MSW (please specify)</td>
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<td></td>
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<tr>
<td>Residual Waste - Marcellus Residuals</td>
<td></td>
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<td></td>
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<tr>
<td>Residual Waste - Other</td>
<td></td>
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</tr>
</tbody>
</table>

Minimum % Solids of Sewage Sludge * * * %
*Must pass paint filter test

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.
** 77 years at current rate of 1,000 TPD of remaining capacity

7. What is the facilities current permitted capacity? 5,500 TPD

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)
      - [X] Synthetic membrane Thickness = 60 mils Material: High Density Polyethylene
      - [ ] Remolded clay Thickness = __________ inches Permeability __________ cm/sec
      - [ ] Other

   b. Secondary Liner:
      - [X] Synthetic membrane Thickness = 60 mils Material: High Density Polyethylene
      - [ ] Remolded clay Thickness = __________ inches Permeability __________ cm/sec
      - [ ] Other
What portions of this system are currently in place?

Double liner system has been used at this facility for waste disposal operations since its opening day in November 1987.

2. Leachate collection and treatment method currently permitted and in operation.
   See Section 3-10

3. Please list any current or expected site access restrictions to transfer trailers or other vehicles (bridges, road limitations, grade, etc.). None

4. Do you provide any processing or other handling of recyclables at your facility?
   If yes, please explain. No

   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) N/A

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

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. N/A
6. List the types of recyclable materials collected at your facility and associated marketing arrangements, contracts, or end users.
   Methane gas used for energy production

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

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

2. Please describe the facility's current air pollution control methods.  N/A
   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.
   N/A

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.
   N/A
5. Please describe plans for future bypass waste disposal practices.
   N/A

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).
   N/A

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

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

   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)
   N/A

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

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.
   N/A
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.

N/A

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

N/A

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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).

N/A

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
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 (except for types listed below)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction/ Demolition Waste</td>
<td></td>
<td></td>
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<tr>
<td>Sewage Sludge</td>
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<tr>
<td>Regulated Medical Waste</td>
<td></td>
<td></td>
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<tr>
<td>Asbestos</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Incinerator Ash</td>
<td></td>
<td></td>
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<tr>
<td>Other (please specify)</td>
<td></td>
<td></td>
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<tr>
<td>Other (please specify)</td>
<td></td>
<td></td>
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<tr>
<td>Residual Waste</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Additional Capacity Plans

N/A

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

b. If Other Than Landfill: N/A
   1. Design Capacity ________________________________ tons/day
   2. MCR Rating ________________________________ tons/day
   3. Available Processing Capacity ____________________ tons/day ________ tons/year

c. Expected Start of Expansion Development ______ N/A ________________________________

d. Start of Operations Date __________ N/A ________________________________
### A 200 N River St, Wilkes-Barre, Pennsylvania 18711, United States

<table>
<thead>
<tr>
<th>Step</th>
<th>Instruction</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Head northeast on N River St toward W North St</td>
<td>1.1 mi</td>
</tr>
<tr>
<td>2.</td>
<td>Road name changes to S River St</td>
<td>0.2 mi</td>
</tr>
<tr>
<td>3.</td>
<td>Take ramp right and follow signs for PA-309 South</td>
<td>2.6 mi</td>
</tr>
<tr>
<td>4.</td>
<td>Keep straight onto PA-115 S</td>
<td>0.2 mi</td>
</tr>
<tr>
<td>5.</td>
<td>Take ramp left for I-81 North toward Scranton</td>
<td>9.4 mi</td>
</tr>
<tr>
<td>6.</td>
<td>At exit 180, take ramp left for US-11 North toward Scranton</td>
<td>1.8 mi</td>
</tr>
<tr>
<td>7.</td>
<td>Keep straight onto Birney Ave</td>
<td>262 ft</td>
</tr>
<tr>
<td>8.</td>
<td>Road name changes to US-11 N / Pittston Ave</td>
<td>0.6 mi</td>
</tr>
</tbody>
</table>
| 9.   | Turn left onto Davis St  
CITGO on the corner | 1.0 mi |
| 10.  | Keep straight onto Union St | 1.4 mi |
| 11.  | Turn left onto S Keyser Ave | 0.2 mi |
| 12.  | Arrive at S Keyser Ave on the right |  |

### B 398 S Keyser Ave, Taylor, Pennsylvania 18517, United States

https://www.bing.com/maps?q=google+maps+driving+directions&src=IE-S... 8/19/2019
NON-COLLUSION AFFIDAVIT

STATE OF Pennsylvania:

COUNTY OF Bucks:

I state that I am President of Waste Management of Pennsylvania, Inc. [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. Waste Management of Pennsylvania, Inc. [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):

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

2151.001.001 / 08.19 A-34 Barton & Loguidice D.P.C.
Luzerne County, Pennsylvania

I state that Waste Management of Pennsylvania, Inc. (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

This __________ day of __________, 20 __________

Name Rafael Carrasco

President

Company Position

(Notary Public)

My Commission Expires: ____________________________

[Commonwealth of Pennsylvania - Notary Seal]
Charles Raudenbush Jr., Notary Public
Bucks County
My commission expires May 26, 2023
Commission number 1134462
Member, Pennsylvania Association of Notaries
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.

Waste Management of Pennsylvania, Inc.
Name of Organization

[Signature]
Name
Rafael Carrasco

President
Title

8/30/19
Date
DRAFT
MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 14 day of Dec., 2020, 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 Grand Central Landfill, Inc. ("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.


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 of 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.

Luverne County. Luzerne County, Pennsylvania.

Operator. Grand Central Landfill, Inc., 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 Lackawanna County, Pennsylvania.

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.
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 Pennsylvania 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, Solid Waste Management Department, 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, as shown in Appendix D. 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
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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 Recycling Sustainability Fee

Beginning January 1, 2021, the Operator of Grand Central Landfill, Inc. (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): $2.80 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.

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: Waste Management, Inc.
ATTN: Charles Raudenbush, Jr.
1000 New Ford Mill Road
Morrisville, PA 19067

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
derive 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
DRAFT
MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

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

In lieu of Disposal Capacity Donation for Non-Profit Activities, Operator agrees to provide up to 20 hours per year technical assistance for the County's recycling program.

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: 11/16/20

Title: County Manager

OPERATOR

By: ____________________________

Date: 12/14/20

Title: President
RESERVED CAPACITY
Municipal Solid Waste, Construction & Demolition Waste, and Municipal Sewage Sludge

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* Please note "All" if there are no specified maximum limits, commitment here is for County waste

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
July 30, 2018

Grand Central Sanitary Landfill, Inc.
c/o Mr. Ronald J. Myer, District Manager
910 West Pennsylvania Avenue
Pen Argyl, PA 18072

Re: Municipal Waste Disposal Permit Renewal
Grand Central Sanitary Landfill, Inc.
Plainfield Township, Northampton County
Facility I.D. # 100265-A172
APS # 947039 AUTH # 1192702

Dear Mr. Myer:

Enclosed is the permit renewal for Solid Waste Management Permit No. 100265 which the Department is issuing to Grand Central Sanitary Landfill, Inc. for the continued operation of a municipal waste landfill known as Grand Central Sanitary Landfill. This permit renewal allows Grand Central Sanitary Landfill, Inc. to continue to operate this facility per the approved application and the terms and conditions of this permit until August 1, 2028. This permit renewal is based on information in the application entitled “Application for Solid Waste Permit Renewal” received by the Department on July 31, 2017, and supplemental information received on April 26, 2018 and May 15, 2018. The application was prepared by EarthRes Group, Inc.

The expiry date for the renewed permit is August 1, 2028.

Enclosed as part of this approval is a permit modification Form 13-A. Any conditions stated on the Form 13-A modifies and replaces permit conditions regarding your operating permit. All other items and conditions from your permit shall remain in force and effect.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board) pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board’s address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

Northeast Regional Office
2 Public Square | Wilkes-Barre, PA 18701 1915 | 570.826.2511 | Fax 570.826.5448 | www.dep.pa.gov
TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at http://ehb.courttapps.com or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

If you have any questions, please contact David F. Matcho at (570) 830-3111.

Sincerely,

[Signature]

Roger Bellas   
Environmental Program Manager   
Waste Management Program

Enclosure: As stated

cc:   Thomas J. Murray, P.E. (w/enc.)   
      Plainfield Township Board of Supervisors (w/enc.)
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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APPENDIX D

DISPOSAL FACILITY OPERATOR'S STATEMENT OF INTEREST
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SUBMITTAL FORM

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

LUZERNE COUNTY, PENNSYLVANIA

Date: 8/30/19

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

Respondent: Company Name ____________________________ Waste Management of Pennsylvania, Inc.
   Address ____________________________ 1000 New Ford Mill Road

   City ____________ Morrisville ____________ State PA ____________ Zip 19067

   Contact Charles Raudenbush, Jr. ____________________________ Telephone (215) 801-9108


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

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

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

   Facility Name: Grand Central Sanitary Landfill, Inc.

   Facility Location: 910 W. Pennsylvania Ave
   Pen Argyl, PA 18072

   County: Northampton
   State: Pennsylvania

   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?
   - [X] Yes
   - [ ] No
   If no, explain:

   [Blank space for explanation]

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.
### Grand Central Sanitary Landfill

**Luzerne County, Pennsylvania**

Solicitation of Interest

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* 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: Must pass paint filter test

---

e. Will bulky wastes be accepted?  X Yes ☐ No

If yes, specify tonnage: 15,500 (tons/day or tons/year)

If yes, list types and other requirements: No freon contaminated appliances and no tires

---

f. Is Respondent willing to accept Residual Waste at its facility? X Yes ☐ No

If yes, specify tonnage: 15,500 (tons/day or tons/year, circle one)

If yes, list types and other requirements: 

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2151.001.001 / 08.19 A-17 Barton & Loguidice D.P.C.
### Luzerne County, Pennsylvania

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** Attach additional pages if more types of waste need to be included

d. Minimum sludge characteristics required:  % Solids

    Other requirements: Must pass paint filter test


e. Will bulky wastes be accepted?  ☒ Yes  ☐ No

    If yes, specify tonnage: 15,500 (tons/day or tons/year)

    If yes, list types and other requirements:  No freon contaminated appliances and no tires


f. Is Respondent willing to accept Residual Waste at its facility?  ☒ Yes  ☐ No

    If yes, specify tonnage: 15,500 (tons/day or tons/year, circle one)

    If yes, list types and other requirements:  


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?

- [x] 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?

- [x] 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: Recycling Education Assistance (up to 20 hours per year)
Grand Central Sanitary Landfill, Inc. is also willing to negotiate further assistance options and intends to continue its $2.00 payment to the county for Luzerne County waste.

(Attach additional pages as necessary)

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

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Price per Ton (1)</td>
<td>Escalation Rate***</td>
<td>Price per Ton (1)</td>
<td>Escalation Rate***</td>
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<tr>
<td>2021</td>
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<tr>
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<tr>
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<td>$172.00</td>
<td>$172.00</td>
<td>$172.00</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Note: Rates include all Act 101/90 fees and county fee

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

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

(1) A Waste Management fluctuating Fuel Surcharge, Regulatory Cost Recovery Charge, Environmental Charge, and Wastewater Management Charge may be added. The base tipping fee may be subject to a minimum charge of up to two tons.

*** 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>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Year*</td>
<td>Price/Ton</td>
<td>Escalation Rate**</td>
<td>Price/Ton</td>
</tr>
<tr>
<td>2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2022</td>
<td></td>
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<td></td>
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<tr>
<td>2023</td>
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<td>2024</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2030</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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).

   See Section 3-1

   

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).

   See Section 3-2

   

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.

   See Section 3-3

   

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

   See Section 3-4

   

(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. 
   See Section 3-5

(4) Position of the Respondent regarding specific reservation of air space or capacity at processing/disposal facility for duration of the contract term. 
   See Section 3-6

(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. 
   N/A

(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. 
   See Section 3-7

(7) Ability and willingness of the Respondent to accept variations in rates of waste delivered from Luzerne County. 
   See Section 3-8

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).
See Section 3-9

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):
Monday-Friday 6am-6pm
Saturday 6am-11:30am

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: Waste Management of Pennsylvania, Inc. (Name of firm)
1000 New Ford Mill Road (Mailing Address)
Morrisville, PA 19067

2151.001.001 / 08.19
A-24
Barton & Loguidice D.P.C.
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.
<table>
<thead>
<tr>
<th>Site Name</th>
<th>Date of Violation</th>
<th>Issuing Agency</th>
<th>Action Description</th>
<th>Nature of Violation</th>
<th>Disposition</th>
<th>Fine or Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Central Landfill</td>
<td>11/30/2018</td>
<td>PADEP So d Waste</td>
<td>Notice of Violation</td>
<td>Odors detected and insufficient cover noted during inspection</td>
<td>Corrective and preventive actions taken. The PADEP is keeping the miter open pending progress of capping well drilling etc</td>
<td></td>
</tr>
<tr>
<td>Pen Argyll PA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Grand Central Landfill</td>
<td>11/30/2018</td>
<td>PADEP Water Quality</td>
<td>Notice of Violation</td>
<td>NPDES permit non-compliance issued noted</td>
<td>Corrective action taken. response to PADEP was submitted on 12/18/18. Pending PADEP response</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pen Argyll PA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Grand Central Landfill</td>
<td>11/30/2018</td>
<td>PADEP Air Quality</td>
<td>Notice of Violation</td>
<td>Odors detected during inspection</td>
<td>Corrective and preventive actions taken. The PADEP is keeping the miter open pending progress of capping well drilling etc</td>
<td></td>
</tr>
<tr>
<td>Pen Argyll PA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Grand Central Landfill</td>
<td>11/8/2018</td>
<td>PADEP</td>
<td>Notice of Violation</td>
<td>It is alleged the site had Aboveground Storage Tank (AST) violations including protective coating and block valves</td>
<td>Corrective action taken. response to PADEP was submitted on 12/18/18. Pending PADEP response</td>
<td>$2.00</td>
</tr>
<tr>
<td>Pen Argyll PA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2.00</td>
</tr>
<tr>
<td>Grand Central Landfill</td>
<td>10/9/2015</td>
<td>PADEP</td>
<td>Notice of Violation</td>
<td>It is alleged that the facility's Title V air quality permit violated. The facility responded to the Notice of Violation corrective actions taken. No penalty assessed</td>
<td>Corrective action taken. response to PADEP was submitted on 12/18/18. Pending PADEP response</td>
<td>$3.00</td>
</tr>
<tr>
<td>Pen Argyll PA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3.00</td>
</tr>
<tr>
<td>Grand Central Landfill</td>
<td>9/26/2014</td>
<td>PADEP</td>
<td>Consent Assessment of Civil Penalty</td>
<td>See Notice of Violation dated March 14, 2013</td>
<td>Corrective action taken. Penalty paid</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Pen Argyll PA</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Grand Central Landfill</td>
<td>8/7/2014</td>
<td>PADEP</td>
<td>Notice of Violation</td>
<td>It is alleged that the facility failed to maintain access roads of the facility and allowing mud to be tracked out of the facility</td>
<td>Corrective action taken. No further regulatory action taken</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pen Argyll PA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Grand Central Landfill</td>
<td>3/14/2013</td>
<td>PADEP</td>
<td>Notice of Violation</td>
<td>It is alleged the site allowed litter to be blown or otherwise deposited on site.</td>
<td>See Civil Assessment of Civil Penalty dated 9/26/2014. Corrective action taken. No further regulatory action taken</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
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 those community disposal obligations which may be required under 2PA code S272, or other State and Federal regulations.

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
The Grand Central Sanitary Landfill, Inc. has available capacity, which currently has and will maintain through the contract period, proper processing and/or disposal permits.
Grand Central Sanitary Landfill, Inc. is transfer trailer accessible.
Charles Raudenbush, Jr. (Contact Person) 215-801-9108 (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: 8/30/19

Waste Management of Pennsylvania, Inc.

(Name of Firm)

By: Rafael Carrasco

Title: President

ATTEST: Thomas Utermark, Assistant Secretary
LUZERNE COUNTY
MUNICIPAL WASTE MANAGEMENT PLAN
PROCESSING/DISPOSAL FACILITY QUESTIONNAIRE

A. BACKGROUND INFORMATION

1. Date: 8/30/19

2. Name of Facility: Grand Central Sanitary Landfill, Inc.

3. Owner of Facility: Grand Central Sanitary Landfill, Inc.

4. Type of Facility:
   Landfill X Resource Recovery (Waste to Energy) __
   MSW Composting ___ C&D Processing ____
   Other (describe): ________________________________

5. Address and Phone Number of Owner: 1000 New Ford Mill Road
                                        Morrisville, PA 19067

6. Address of Facility (if different from above): 910 W. Pennsylvania Ave
                                                Pen Argyl, PA 18072

7. Contact Person: Charles Raudenbush, Jr. Title: Public Sector Services
                   Phone: (215) 801-9108

8. Person Supplying Information: Charles Raudenbush, Jr. Title: Public Sector Services
                               Phone: (215) 801-9108

9. State where Respondent entity is formed: Pennsylvania

10. Approx. Road Mileage from Facility to 200 North River Street, Wilkes Barre, PA 18711:
     See attached
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>
<td>2,750 TPD</td>
<td>3,000</td>
<td>100,000 to 600,000</td>
<td>Variable; generally $50-$100 per ton</td>
</tr>
<tr>
<td>Construction/Demolition Waste (C&amp;D)</td>
<td>Included in above</td>
<td>Included in above</td>
<td>Included in above</td>
<td>Included in above</td>
</tr>
<tr>
<td>Sewage Sludge</td>
<td>Included in above</td>
<td>Included in above</td>
<td>Included in above</td>
<td>Included in above</td>
</tr>
<tr>
<td>Regulated Medical Waste (RMW)</td>
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</tr>
</tbody>
</table>
Luzerne County, Pennsylvania

Solicitation of Interest

<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>Incinerator Ash</td>
<td>Included in above</td>
<td>Included in above</td>
<td>Included in above</td>
<td>Included in above</td>
</tr>
<tr>
<td>Asbestos</td>
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<tr>
<td>Other MSW (please specify)</td>
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<tr>
<td>Other MSW (please specify)</td>
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<tr>
<td>Residual Waste - Marcellus</td>
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<tr>
<td>Residual Waste - Other</td>
<td></td>
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</tr>
</tbody>
</table>

Minimum % Solids of Sewage Sludge *  
*Must pass paint filter test

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? _______ 5,500 _______ (W) TPD

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 = _______ 60 _______ mils  Material High Density Polyethylene
      □ Remolded clay Thickness = _______ inches Permeability _______ cm/sec
      □ Other __________________________

   b. Secondary Liner:

      ☑ Synthetic membrane Thickness = _______ mils  Material High Density Polyethylene
      □ Remolded clay Thickness = _______ inches Permeability _______ cm/sec
      □ Other __________________________
What portions of this system are currently in place? 100%

2. Leachate collection and treatment method currently permitted and in operation.
   HDPE Collection piping collected at pumps and pumped to storage, SBRs followed
   microfilter RO and stream discharge.

3. Please list any current or expected site access restrictions to transfer trailers or other vehicles
   (bridges, road limitations, grade, etc.). None

4. Do you provide any processing or other handling of recyclables at your facility?
   If yes, please explain. Yes, public recycling drop-off
   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)

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.

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

Methane gas is received and utilized for energy production

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

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

N/A

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

N/A

☐ 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.

N/A

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.

N/A
5. Please describe plans for future bypass waste disposal practices.
   N/A

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).
   N/A

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

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

   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)
   N/A

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

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.
   N/A
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.

N/A

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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

N/A

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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).

N/A

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
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 (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>N/A</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: N/A
   1. Expected Total Capacity (tons or cubic yards) __________________________
   2. Expected Lifetime (yrs.) __________________________

b. If Other Than Landfill: N/A
   1. Design Capacity ______________ tons/day
   2. MCR Rating ______________ tons/day
   3. Available Processing Capacity ______________ tons/day ______________ tons/year

c. Expected Start of Expansion Development N/A

d. Start of Operations Date N/A
NON-COLLUSION AFFIDAVIT

STATE OF Pennsylvania:

COUNTY OF Bucks:

I state that I am President of Waste Management of Pennsylvania, Inc. (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. Waste Management of Pennsylvania, Inc. (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):

________________________________________________

________________________________________________

________________________________________________

________________________________________________

2151.001.001 / 08.19 A-34 Barton & Loguidice D.P.C.
Luzerne County, Pennsylvania

Solicitation of interest

I state that Waste Management of Pennsylvania, Inc. (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

[Signature]

Name Rafael Carrasco

This 30th day of August, 2019

President

Company Position

[Signature]

(Notary Public)

My Commission Expires: ________________________________

Commonwealth of Pennsylvania - Notary Seal
Charles Rautenstrauch Jr., Notary Public
Berks County
My commission expires May 28, 2023
Commission number 1134682
Member, Pennsylvania Association of Notaries
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.

Waste Management of Pennsylvania, Inc.
Name of Organization

[Signature]
Name
Rafael Carrasco

President
Title

8/30/19
Date
DRAFT
MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 30th day of OCTOBER, 2030, 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 Pioneer Crossing Landfill ("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.


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.
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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. Pioneer Crossing Landfill 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 Exeter Township, Berks County, Pennsylvania.

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.
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 off-site 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 Pennsylvania 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.
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(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.
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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
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, Solid Waste Management Department, 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, as shown in Appendix D. 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 Recycling Sustainability Fee

Beginning January 1, 2021, the Operator of Pioneer Crossing Landfill (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): $2.80 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.
DRAFT
MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

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.

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,
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
DRAFT
MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

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.

CES will accept up to 30 tons per year of acceptable waste at no charge.

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: ____________________________  Title: ____________________________

Date: 11/16/20

OPERATOR

F.R & S, INC. d/b/a
PIONEER CROSSING LANDFILL

By: ____________________________  Title: ____________________________

Date: October 20, 2020

Title: President
# APPENDIX A

## RESERVED CAPACITY

Municipal Solid Waste, Construction & Demolition Waste, and Municipal Sewage Sludge

<table>
<thead>
<tr>
<th>Waste Type</th>
<th>Will Accept</th>
<th>Allowable Daily Avg. (ADA) as per Permit (tons)</th>
<th>% of ADA Reserved for Municipal Waste Generated in Luzerne County (%)</th>
<th>Daily Reserved Capacity (DRC) (tons)</th>
<th>Estimated Working Days per Year (EWD) (Days)</th>
<th>Annual Reserved Capacity (ARC) (Tons)</th>
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<tr>
<td>Conventional Municipal Waste</td>
<td>Y</td>
<td>1,550*</td>
<td>13.6%***</td>
<td>211***</td>
<td>307</td>
<td>65,000***</td>
</tr>
<tr>
<td>Construction/Demolition Waste</td>
<td>Y</td>
<td>1,550*</td>
<td>13.6%***</td>
<td>211***</td>
<td>307</td>
<td>65,000***</td>
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<tr>
<td>Municipal Sewage Sludge</td>
<td>Y</td>
<td>300</td>
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<tr>
<td>Regulated Medical Waste (RMW)</td>
<td>Y</td>
<td>1,550*</td>
<td>13.6%***</td>
<td>211***</td>
<td>307</td>
<td>65,000***</td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
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<tr>
<td>Other (specify)**</td>
<td></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

*** For MSW, C&D and RMW combined

**Legend:**
- **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
March 13, 2013

CERTIFIED MAIL NO. 9171 9690 0935 0018 1446 32

Mr. Pasquale N. Mascaro, President
FR & S, Inc.
727 Red Lane Road
Birdsboro, PA 19508

Re: Permit Renewal
Pioneer Crossing Landfill
Permit No. 100346
APS ID No. 798673
Exeter Township, Berks County

Dear Mr. Mascaro:

Enclosed is a permit renewal for Solid Waste Permit No. 100346 for the operation of Pioneer Crossing Landfill, issued in accordance with Article V of the Solid Waste Management Act, 35 P.S. Sections 6018.101, et seq.

Compliance with the terms and conditions set forth in the permit is mandatory. You have the right to file an appeal as to these terms and conditions.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, PO Box 8457, Harrisburg, PA 17105-8457, telephone number 717.787.3453. TDD users may contact the Board through the Pennsylvania Relay Service, 800.654.5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board’s rules of practice and procedure may be obtained from the Board. The appeal form and the Board’s rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717.787.3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.
IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717.787.3483) FOR MORE INFORMATION.

Sincerely,

[Signature]

Anthony Rathfon
Program Manager

cc: Berks County Planning Commission
    Exeter Township
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTE MANAGEMENT PROGRAM
SOUTHCENTRAL REGION

FORM NO. 13-A

MODIFICATION TO SOLID WASTE DISPOSAL AND/OR PROCESSING PERMIT

Under the provisions of Act 97, the Solid Waste Management Act of July 7, 1980, as amended, Solid Waste Permit Number 100346, issued on 12/17/1993 (repermitting) to:

FR & S, Inc.
727 Red Lane Road
Birdsboro, PA 19508

Exeter Township, Berks County

is hereby modified as follows:

This permit renewal shall include the following submissions:

1. Application for permit renewal submitted to the Department of Environmental Protection on December 7, 2012, consisting of the following:
   - General Information
   - Form A, Application for Permit
   - Form B, Professional Certification
   - Form B-1, Application for Certification
   - Form C-1, Compliance and Daily Certification


This modification shall be attached to the existing Solid Waste Permit described above and shall become a part thereof effective on MAR 1, 2013.

[Signature]
FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

Page 1 of 2
Conditions:

1. The permit for Pioneer Crossing Landfill (Permit No. 100346) is extended until December 17, 2023.

2. Nothing herein shall be construed to supersede, amend or authorize violation of the provisions of any valid and applicable local law, ordinance, or regulation, provided that said local law, ordinance or regulation is not preempted by the Pennsylvania Solid Waste Management Act, the Act of July 7, 1980, Act 97, 35 P.S. § 6018.101, et seq.
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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APPENDIX D

DISPOSAL FACILITY OPERATOR'S STATEMENT OF INTEREST
August 29, 2019

Elizabeth M. DeNardi
Purchasing Department
20 North Pennsylvania Boulevard
Wilkes-Barre, PA 18702

Re: Luzerne County Solicitation of Interest for Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Program Support for 10 Year Period Commencing January 1, 2021

Dear Ms. DeNardi:

I am pleased to submit for consideration the Response Proposal of F.R.&S., Inc. d/b/a Pioneer Crossing Landfill in response to the August 2019 Solicitation of Interest by Luzerne County, Pennsylvania, as referenced above, for the 10 year period beginning January 1, 2021.

If the County should have any questions regarding our SOI Proposal, our company representatives will be happy to answer them either in writing or at a meeting with County representatives.

Thank you for considering our Proposal.

Sincerely,

Pasquale N. Mascaro

PNM/cab
PROPOSAL RESPONSE OF

PIONEER CROSSING LANDFILL

TO

LUZERNE COUNTY

SOLICITATION OF INTEREST

("SOI")

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

AUGUST 2019
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TAB 3  Summary Fact Sheet for Pioneer Crossing and Detailed Pioneer Crossing Landfill Operations Plan

TAB 4  Pioneer Crossing Printout of Landfill Virtual Tour

TAB 5  Route Map and Detailed Directions from Easton, Pennsylvania to Pioneer Crossing Landfill

TAB 6  Required SUBMITTAL FORM

TAB 7  Required FACILITY QUESTIONNAIRE

TAB 8  Required NONCOLLUSION AFFIDAVIT

TAB 9  Required DISCLAIMER STATEMENT

TAB 10 Letter from Lehigh Valley Recycling, Inc. Transfer Station to Serve as Backup Disposal Facility

TAB 11 Information regarding TotalRecycle Facility
I. Introduction


Pioneer Crossing is a modern DEP-permitted municipal waste landfill located in Exeter Township near Reading, Pennsylvania. Pioneer Crossing was one of the first landfills in Pennsylvania to be permitted under DEP's new stringent "Harms-Benefits" regulatory standard which requires the applicant to demonstrate that the benefits of its landfill project clearly outweigh the known or potential harms from that project. Pioneer Crossing was first permitted by DEP under that new regulatory standard in 2002, and it received a 10 year DEP Landfill Permit Renewal on March 13, 2013.

Pioneer Crossing has a Host Community Agreement with its Host Community, Exeter Township, and it has an excellent environmental compliance record. Pioneer Crossing has not received any "Notices of Violation" from the Pennsylvania DEP during the last 15 years. Pioneer Crossing is managed on a full-time basis by a registered professional engineer, and the landfill generates "Green Energy" from its on-site landfill gas to electricity plant. Pioneer Crossing is a designated approved facility under a number of Pennsylvania County Act 101 Municipal Waste Management Plans.

\(^1\) Solid Waste Services, Inc. d/b/a J. P. Mascaro & Sons is a privately-owned, fully-integrated waste service company that engages in the collection, recycling, transferring, transportation, composting and disposal of nonhazardous solid waste. Pioneer Crossing is a related entity of J. P. Mascaro & Sons, but it is not a wholly owned subsidiary. Please refer to TAB 1 of this proposal for the Experience History Information of J. P. Mascaro & Sons and its related entities.
Pioneer Crossing has available permitted capacity to accept for disposal, if delivered, up to 65,000 tons of Luzerne County municipal waste per year for the 10 year period commencing January 1, 2021, as specifically referenced in the "SUBMITTAL FORM" included in this Proposal (see TAB 6).

If, as a result of this Response Proposal, it is designated under Luzerne County's Act 101 Municipal Waste Management Plan as an approved disposal facility for Luzerne County municipal waste, Pioneer Crossing understands and agrees that no commitment and/or guarantee is being made by Luzerne County, by municipalities within that County, or by waste haulers that collect Luzerne County municipal waste, to deliver any minimum quantity of municipal waste, or any quantity of municipal waste at all, to Pioneer Crossing for disposal.

II. General Information Regarding Pioneer Crossing Landfill

The Pioneer Crossing Landfill is located in Exeter Township, Berks County, Pennsylvania, near the intersection of U.S. Route 422 and State Route 345. The transportation access to Pioneer Crossing from Luzerne County by major highways is excellent. Pioneer Crossing operates six days per week, Monday through Saturday, and it is permitted for an average daily volume of 1,550 tons per day on a quarterly basis, and a maximum daily volume of 1,975 tons per day. Pioneer Crossing is permitted to accept and dispose of municipal waste, including sewage sludge and construction and demolition waste, as well as residual waste. At its permitted volumes, Pioneer Crossing has more than 14 years of remaining disposal capacity in its current permitted area, and it has substantial remaining areas of adjoining land for future expansion.

For more detailed information regarding the Pioneer Crossing Landfill, its infrastructure and its operations, please refer to the following:

Response TAB 2: Pioneer Crossing's March 13, 2013 Pennsylvania DEP 10 Year Permit Renewal

Response TAB 3: Summary Fact Sheet for Pioneer Crossing and Detailed Pioneer Crossing Landfill Operations Plan

Response TAB 4: Pioneer Crossing Printout of Landfill Virtual Tour

Response TAB 5: Route Map and Detailed Directions from 200 North River Street, Wilkes-Barre, Pennsylvania to Pioneer Crossing Landfill (93.2 miles)
III. Reservation of Disposal Capacity for Luzerne County Waste

Under this Proposal, Pioneer Crossing is committing to reserve disposal capacity at its landfill for up to 65,000 tons per year of Luzerne County municipal waste for the 10 year period commencing January 1, 2021, as further described in the "SUBMITTAL FORM" included with this Response Proposal (see TAB 6). Pioneer Crossing is willing to comply with all of the terms and conditions of the draft Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement ("Service Agreement") included in the County's SOI Specifications, with the minor deviation(s) referenced in Paragraph 4(e) of the "SUBMITTAL FORM" (see TAB 6). Pioneer Crossing's "Maximum Not to Exceed Disposal Fees" for Luzerne County municipal waste for the 10 year period commencing January 1, 2021 are set forth in the "SUBMITTAL FORM" included as part of this Response Proposal (see TAB 6).

IV. SOI Proposed Forms

Pursuant to the Luzerne County SOI Specifications, Pioneer Crossing is submitting as part of its Response Proposal the following required forms:

- Please refer to TAB 6 for the required "SUBMITTAL FORM" and attachments.
- Please refer to TAB 7 for the required "PROCESSING/DISPOSAL FACILITY QUESTIONNAIRE"
- Please refer to TAB 8 for the required "NON-COLLUSION AFFIDAVIT"
- Please refer to TAB 9 for the required "DISCLAIMER STATEMENT"

V. Pioneer Crossing Disposal Backup Facilities

The County's SOI Specifications state that each respondent must provide a minimum of one backup disposal facility capable of accepting an equivalent amount of waste as was committed in the Minimum Guaranteed Tonnage Commitment of the Proposer. As its

2 This 10 year capacity reservation commitment assumes and is contingent upon another DEP 10 year permit renewal for the Pioneer Crossing Landfill in or about March 2023. Landfill permit renewals are issued in 10 year increments by DEP and are routinely granted.
backup disposal facilities, Proposer Pioneer Crossing is designating the Commonwealth Environmental Systems landfill ("Commonwealth") at 99 Commonwealth Road, Hegins, Pennsylvania, and the Keystone Sanitary Landfill ("Keystone") at 249 Dunham Drive, Dunmore, Pennsylvania, both of which are permitted by the Pennsylvania DEP and are currently designated facilities under Luzerne County's Act 101 Plan. Pioneer Crossing and its related entity, J. P. Mascaro & Sons, have long-term contractual capacity access to both Commonwealth and Keystone.

As a third backup facility, Pioneer Crossing is designating the Lehigh Valley Recycling transfer station ("LVR"), a Pennsylvania DEP-permitted transfer station, Permit No. 101392, at 3947 Portland Street, Coplay, North Whitehall Township, Pennsylvania, that is permitted to accept and transfer both municipal and residual waste and that also accepts and transfers recyclables. LVR is permitted to accept and transfer 4,200 tons of waste per day. The owner and permittee of the LVR transfer station is Lehigh Valley Recycling, Inc., a related entity of both Pioneer Crossing and J. P. Mascaro & Sons. Included in this Response Proposal as TAB 10 is a letter from the President of Lehigh Valley Recycling, Inc., advising (1) that the LVR transfer station will serve as a backup facility for Pioneer Crossing under the Proposal Pioneer Crossing is submitting to Luzerne County in response to its SOI; (2) that the LVR transfer station is willing to receive and transfer up to the tonnage level of County municipal waste committed by Pioneer Crossing in its Proposal to Luzerne County; (3) that any Luzerne County municipal waste delivered to the LVR transfer station will be disposed of at one or more of the disposal facilities designated by Luzerne County under its Act 101 Municipal Waste Management Plan; and (4) that Lehigh Valley Recycling, Inc. is willing to execute and abide by the draft "MUNICIPAL WASTE TRANSFER STATION AGREEMENT" that is included as part of the County's SOI Specifications.

VI. Enhancing Integrated Waste and Recyclables Management Programs for Luzerne County

The County's SOI Specifications request each respondent to: "(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." For specific information relating to this SOI requirement and to the request that respondent donate some "disposal capacity for nonprofit and municipal cleanup activities," please refer to Pioneer Crossing's responses in Section 1(g) and Section 2 of the "SUBMITTAL FORM" that is part of this Response Proposal (see TAB 6).
EXPERIENCE HISTORY OF J.P. MASCARO & SONS
EXECUTIVE SUMMARY

• Privately owned, Montgomery County, Pennsylvania based waste company.

• Over 50 years of experience in the collection, recycling, transferring, processing, transportation, composting and disposal of non-hazardous solid waste.

• Serves thousands of customers in the private, municipal, governmental, commercial, industrial and institutional sectors.

• Awarded hundreds of municipal contracts where it was found to be the “lowest responsible bidder”.

• Employs over 850 workers and has an experienced and dedicated upper management team encompassing all areas of the business.

• Has an extensive fleet of collection, transportation and disposal vehicles and equipment.

• Owns and operates four landfills, three transfer stations and two compost facilities and a yard waste facility permitted by the Pennsylvania and West Virginia DEP.

• Newly opened 75,000 Sq Ft state-of-the-art single-stream recycling facility.

• Company with exceptional financial strength and a 5-A-1 Dun & Bradstreet rating.

• Excellent reputation in the bonding and banking communities. Long-term relationships with its bonding company, and primary bank.

• Rated as “Outstanding” on U.S. Government Waste Contracts (i.e., Norfolk Naval Shipyard and Social Security Administration).

• Active in environmental education.

• Substantial community, civic and charitable involvement.
GENERAL COMPANY BACKGROUND
Solid Waste Services, Inc. d/b/a J. P. Mascaro & Sons ("Mascaro") is a privately owned, fully integrated solid waste company that engages in the collection, recycling, processing, transportation, composting and disposal of non-hazardous solid waste in Pennsylvania and the mid-Atlantic region. Founded 50 years ago by Joseph P. Mascaro, Sr., the company remains headquartered in Montgomery County, Pennsylvania. Through hard work and excellent service, Mascaro has grown into one of the largest and most successful waste service companies in the country. Mascaro provides comprehensive services for customers in the residential, commercial, industrial, institutional, educational and governmental sectors, and it employs over 700 individuals. The company owns and operates a vast fleet of waste collection vehicles and containers, and Mascaro entities own and operate DEP permitted landfills, transfer stations, recycling centers and compost facilities in Pennsylvania and West Virginia. The company’s officers and the founder’s sons, Pat, Joseph, Michael, Louis and Frank Mascaro, have worked their whole lives for Mascaro and have participated in every facet of the business from driving the trucks in the early years to executive management today. The company has an experienced and dedicated upper management team, including a number of third generation Mascaros, whose departments are responsible for environmental compliance, operations, transportation, engineering, safety compliance, human resources, sales, customer service, legal, risk management, accounting, purchasing, informational technology, maintenance, property management, governmental affairs, communications, and education and community relations.

EXPERIENCE IN WASTE COLLECTION
Mascaro has 50 years of experience in residential, commercial and industrial waste collection using front-end, rear-end and roll off collection vehicles. Hundreds of Pennsylvania municipalities have awarded competitively bid waste collection and disposal contracts to Mascaro, who is an industry leader in this sector of the business. In the commercial and industrial sectors, Mascaro provides customized service to businesses, small and large, including prominent companies and institutions in the region.

EXPERIENCE IN RECYCLING
Mascaro is a leader in recycling performing hundreds of competitively bid recycling contracts for Pennsylvania municipalities and providing comprehensive recycling services for area businesses and industries. The company owns and operates three recycling centers, and is in the final construction phase of a 72,000 square foot materials recovery facility adjacent to its Pioneer Crossing Landfill in Berks County. This facility will greatly enhance Mascaro’s substantial recycling capabilities.
EXPERIENCE HISTORY OF J.P. MASCARO & SONS AND RELATED ENTITIES

EXPERIENCE IN TRANSFER STATION OPERATIONS

Waste transfer stations are intermediate processing facilities where waste is taken to by smaller collection vehicles and transferred into larger vehicles for transport to landfills or incinerators for final disposal. Mascaro has a large fleet of over the road transport vehicles, and it owns and operates three DEP permitted transfer stations in Pennsylvania. They are the Mascaro and GVR Transfer Stations in Montgomery County and the LVR Transfer Station in Lehigh County. Mascaro has also performed long term contracts with Montgomery County, Pennsylvania, and with Monroe, Orange and Tioga Counties, New York for the operation of their transfer stations and for the disposal of all waste delivered to the transfer stations. Most recently, Mascaro was awarded the MCMUA (Morris County Municipal Utilities Authority) Contract where Mascaro operates two Authority-owned transfer stations in Morris County, New Jersey. As one of the largest transfer station contracts on the east coast, Mascaro will handle the transfer, transportation and disposal of approximately 400,000 tons per year of Morris County municipal waste over a five year period.

EXPERIENCE IN LANDFILL OPERATIONS

In Pennsylvania, Mascaro’s Pioneer Crossing Landfill in Berks County is permitted for 1,975 tons per day, has a host community agreement with Exeter Township, and serves as the company’s primary disposal facility. In May 2002, DEP approved a major expansion permit for Pioneer Crossing giving it 25 years of additional disposal capacity. To receive the expansion permit, Mascaro, under DEP’s new, stringent harms/benefits standard, had to demonstrate and did demonstrate that the benefits of the expansion project clearly outweighed any known or potential harms from the project. In 2013, after a 13-year record of excellence in compliance and operations, the DEP issued a new permit modification for the Pioneer Crossing Landfill. This new permit modification is valid through December 17, 2023. Also in Pennsylvania, a Mascaro entity owns and operates the White Pines Residual Waste Landfill in Columbia County. This landfill serves Mascaro’s commercial and industrial customers in the northeastern Pennsylvania regional area.

In West Virginia, Mascaro related entities own two DEP permitted landfills located in Brooke County and Wetzel County. Each of these landfills has in excess of 50 years of remaining disposal capacity and they provide additional long term disposal options for Mascaro’s regional customers. All Mascaro affiliated landfills have qualified for and have in place pollution liability insurance.

EXPERIENCE IN COMPOSTING

Mascaro is an industry leader in the composting and beneficial use of sewage sludge. At 650,000 square feet, Mascaro’s DEP permitted A & M Composting Facility in Lancaster County, Pennsylvania is among the largest enclosed composting operations in the country. At A & M, biosolids from municipal waste water treatment plants are composted under strict governmental standards into Class A Exceptional Quality Compost known as “Landscapers Advantage” that is permitted for general distribution and that is used by homeowners, landscapers, nurseries, etc. as a fertilizer and soil additive. Mascaro’s beneficial use composting contracts include a 25 year contract with Nassau County, New York for the composting of that county’s biosolids. Mascaro has also constructed two large compost facilities at its DEP permitted landfills in West Virginia.
PARTICIPATION IN PENNSYLVANIA ACT 101 PLANS

Under Act 101, Pennsylvania counties are required to develop solid waste plans for the processing and disposal of county waste. Often, counties designate facilities for use under their plans. Mascaro’s DEP permitted facilities are designated for use under numerous county Act 101 Plans. Mascaro’s Pioneer Crossing Landfill is designated in the Philadelphia, Montgomery, Chester, Berks and Lehigh County Act 101 Plans.

FEDERAL GOVERNMENT CONTRACT EXPERIENCE

Mascaro has been awarded a number of Federal Government solid waste contracts over the years. Two such contracts were for the Social Security Administration and for the Norfolk Naval Shipyard, a high security naval base in Virginia. On both of these contracts, Mascaro’s performance was rated as “outstanding”.

REPUTATION IN THE BONDING AND FINANCIAL COMMUNITIES

The Mascaro companies hold an elevated position in the “bonding community”. Surety companies are extremely cautious about providing multi-million dollar bonds to guarantee satisfactory performance of contracts with municipalities and compliant landfill operations. In order to qualify for such bonds, the surety company puts the applicant through a vigorous evaluation process relating to financial strength, business character and industry capability. For 35 years, the SAFECO Insurance Company of America, an “A” rated surety company, has been issuing surety bonds for Mascaro’s waste contracts with municipalities and more recently, for Mascaro’s landfills and other DEP permitted facilities. During that time, SAFECO has written more than 500 million dollars of performance bonds for the company. Mascaro also holds an elevated position in the “financial community”. It has had a long term relationship with its primary bank and it has a 5-A-1 Dun and Bradstreet rating.

COMMUNITY, CIVIC AND CHARITABLE INVOLVEMENT

As a family owned business, Mascaro takes pride in its substantial financial support of local community, civic, athletic, charitable and educational activities and organizations. The company views such support as a corporate responsibility, and as being consistent with its philosophy of operating as “Your Friend in the Community”. In the educational sector, Mascaro’s “RESPECT Program” is presented annually to about 25,000 elementary school children. Developed by Mascaro, the “RESPECT Program” is a fun filled interactive program designed to remind children of the importance of respect in their lives, including respect for the environment.
TAB 2

PIONEER CROSSING'S
MARCH 13, 2013 PENNSYLVANIA DEP
10 YEAR PERMIT RENEWAL
March 13, 2013

CERTIFIED MAIL NO. 9171 9690 0935 0018 1446 32

Mr. Pasquale N. Mascaro, President
FR & S, Inc.
727 Red Lane Road
Birdsboro, PA 19508

Re: Permit Renewal
Pioneer Crossing Landfill
Permit No. 100346
APS ID No. 798673
Exeter Township, Berks County

Dear Mr. Mascaro:

Enclosed is a permit renewal for Solid Waste Permit No. 100346 for the operation of Pioneer Crossing Landfill, issued in accordance with Article V of the Solid Waste Management Act, 35 P.S. Sections 6018.101, et seq.

Compliance with the terms and conditions set forth in the permit is mandatory. You have the right to file an appeal as to these terms and conditions.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, PO Box 8457, Harrisburg, PA 17105-8457, telephone number 717.787.3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800.654.5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717.787.3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.
IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717.787.3483) FOR MORE INFORMATION.

Sincerely,

[Signature]

Anthony Rathfon
Program Manager

cc: Berks County Planning Commission
Exeter Township
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
WASTE MANAGEMENT PROGRAM  
SOUTHCENTRAL REGION  

FORM NO. 13-A  

MODIFICATION TO SOLID WASTE DISPOSAL AND/OR PROCESSING PERMIT  

Under the provisions of Act 97, the Solid Waste Management Act of July 7, 1980, as amended, Solid Waste Permit Number 100345, issued on 12/17/1993 (repermitting) to:  

FR & S, Inc.  
727 Red Lane Road  
Birdsboro, PA 19508  

Exeter Township, Berks County  

is hereby modified as follows:  

This permit renewal shall consist of the following submissions:  

1. Application for permit renewal, dated December 7, 2012, consisting of the following:  
   - General Information  
   - Form A, Application for Permit  
   - Form B, Proponent's Report  
   - Form B-1, Application for Permit  
   - Form C-1, Compliance Certification  


This modification shall be attached to the existing Solid Waste Permit described above and shall become a part thereof effective on MAR 1 8 2013.  

FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  

Page 1 of 2
Conditions:

1. The permit for Pioneer Crossing Landfill (Permit No. 100346) is extended until December 17, 2023.

2. Nothing herein shall be construed to supersede, amend or authorize violation of the provisions of any valid and applicable local law ordinance, or regulation, provided that said local law, ordinance or regulation is not preempted by the Pennsylvania Solid Waste Management Act, the Act of July 7, 1980, Act 97, 35 P.S. § 6018.101, et seq.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTE MANAGEMENT PROGRAM
SOUTHCENTRAL REGION

FORM NO. 13-A

MODIFICATION TO SOLID WASTE DISPOSAL AND/OR PROCESSING PERMIT

Under the provisions of Act 97, the Solid Waste Management Act of July 7, 1980, as amended, Solid Waste Permit Number 100345, issued on December 17, 1993 (repermitting) to:

FR & S, Inc.
727 Red Lane Road
Birdsboro, PA 19508

Exeter Township
Berks County

is hereby modified as follows:

This permit modification is issued based on the following submittals:

1. Application for major permit modification, prepared by FR & S, Inc., received July 13, 2000, consisting of the following:
   - General Information Form
   - Form A, Application for Municipal Waste Permit
   - Form B, Professional Certification
   - Form B-1, Application for Certification
   - Form HW-C, Compliance History
   - Form 24, Liner System – Phase II
   - Supporting Information

This modification shall be attached to the existing Solid Waste Permit described above and shall become a part thereof effective on May 30, 2002. This permit shall expire on December 17, 2013.

[Signature]
FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
Volume 1
- General Information Form
- Form A, Application for Municipal Waste Permit
- Proof of Public Notification
- Form B, Professional Certification
- Form B-1, Application for Certification
- Form HW-C, Compliance History
- Form D, Environmental Assessment Process for Municipal Waste Management Facilities
- Sheet WL-1, Wetland Mitigation Plan Existing Site Conditions

Volume 2
- Form E, Contractual Consent of Landowner (several)
- Sheet Attachment E-28, Form E, Landowner Contractual Consent Map
- Form F, Soils Information – Phase I
- Form G (A), Air Resources Protection Dust Emissions Estimate and Control Plan
- Form G (B), Air Resources Protection NMOC Estimate and Control Plan
- Form H, Revegetation

Volume 3
- Form I, Soil Erosion and Sedimentation Controls
- Form J, Soils Information – Phase II
- Form K, Geo Management
- Form L, Contingency Plan for Emergency Procedures
- Form Q, Request for Equivalency Review (geostrat in leachate detention zone)

Volume 4
- Form R, Waste Analysis and Classification Plan
- Form 1, Facility Plan
- Form 2, Map Requirements – Phase I
- Form 3, Map Requirements – Phase II
- Form 6, Geologic Information Phase II
- Sheet Plate 6-2, Proposed Permit Area Base Map
- Form 7, Hydrogeologic Information Phase 1 (several)
- Sheet Plate 7-3, Groundwater Table Elevation Contours (Regional Flow)
Volume 5
- Form 9, Municipal Waste Landfill Initial Group Water Background Analysis – Phase I (several)
- Form 11, Mineral Deposits Information – Phase I
- Form 12, Alternative Water Supply Phase I
  Sheet Plate 12-3, Water Quality Monitoring Wells
- Form 14, Operation Plan – Phase II
- Form 18, Water Quality Monitoring System – Phase II

Volume 6
- Form 24, Liner System – Phase II

Volume 7
- Form 23, Leachate Management – Phase II
- Form 22, Closure
- Form 45, Protection of Capacity
- Bond Work sheets
- Appendix A-D

Drawings:
Sheet 1, Existing Site Conditions
Sheet 2, Existing Site Conditions
Sheet 3, Groundwater Table Elevations
Sheet 4, Groundwater Table Elevations
Sheet 5, Soils Plan
Sheet 6, Soils Plan
Sheet 7, Facility Plan
Sheet 8, Facility Plan
Sheet 9, Liner System Composite Subgrade
Sheet 10, Liner System Composite Subgrade
Sheet 11, Top Subgrade Cell 4A Development Plan
Sheet 12, Top of Subgrade Cell 4 Development Plan
Sheet 13, Cell 4A Intermediate Contours Cell 5 Development Plan
Sheet 14, Cell 4A Intermediate Contours Cell 5 Development Plan
Sheet 15, Cell 5 Intermediate Contours Cells 6 & 4B Development Plan
Sheet 16, Cell 5 Intermediate Contours Cells 6 & 4B Development Plan
Sheet 17, Cells 6 & 4B Intermediate Contours Cells 7A & 7B Development Plan

3. September 26, 2000 letter from Mr. William Fox to Mr. Don Kuzmieniowski, including a copy of the Enrollment Questionnaire for south Bannerman Road residents who expressed an interest in the Property Purchase Protection Plan, and a copy of the Smith Trailer Park Relocation Assistance Program Questionnaire, received by the Department on October 2, 2000.
4. November 1, 2000 Letter to Mr. Donald Korzeniowski from Mr. Ryan Inab, containing copy of correspondence to the Pennsylvania Historic and Museum Commission, received by the Department on November 3, 2000.

5. November 10, 2000 Letter to Mr. Donald Korzeniowski from Mr. William Fox Jr., including copies of the executed Host Community Agreement between Exeter Township and FR & S, Inc., received by the Department on November 22, 2000.

6. Clarification of hours of operations, received by the Department on November 20, 2000.

7. November 21, 2000 Letter to Mr. Donald Korzeniowski from Mr. William Fox Jr., responding to Acts 67 and 68 questions, received by the Department on November 14, 2000.


9. December 5, 2000 Letter to Mr. Donald Korzeniowski from Mr. William Fox Jr., including copies of the Agreements of Sales for various properties, received by the Department on December 6, 2000.

10. December 13, 2000 Letter to Mr. Donald Korzeniowski from Mr. William Fox Jr., including additional copies of the Agreements of Sales for various properties, received by the Department on December 14, 2000.

11. December 10, 2000 Letter from Mr. J. P. Mossato III to Mr. Robert Bervin, including a copy of the public notices in the Reading Eagle Times announcing the closure of the landfill entrance on Lincoln Road and opening the new entrance on State Route 82, received by the Department on December 13, 2001.

12. Responses to Civil & Environmental Consultants, Inc. review of the application for permit modification, prepared by Pioneer Crossing Landfill, received by the Department on April 27, 2001. The Civil & Environmental Consultants, Inc. review was completed on behalf of Exeter Township.

13. May 7, 2001 Letter to Mr. Donald Korzeniowski from Mr. William Fox Jr., regarding the proposed office and industrial park, received by the Department on May 9, 2001.


16. August 22, 2001 Letter to Mr. Donald Korzniowski from Mr. J. P. Mascaro III indicating an additional benefit to the residents of the Smith Trailer Park, providing that the residents would not have to pay rent after Pioneer Crossing assumes ownership of the trailer park during the six-month notice of vacating the park, received by the Department on August 24, 2001.


20. November 15, 2001 letter from Mr. J. P. Mascaro to Mr. Don Korzniowski regarding the breakdown of goods and services purchased in Berks County, Pennsylvania, and outside of Pennsylvania, received by the Department on November 19, 2001.


22. Copy of a November 26, 2001 letter to Mr. Michael Beshin, Chief Counsel, from Mr. William Fox of J. P. Mascaro & Sons, regarding issues pertaining to West Virginia facilities, received by the Department on November 30, 2001.

23. Response to the Department’s November 30, 2001 harms/benefits review letter, prepared by Pioneer Crossing Landfill, received by the Department on December 5, 2001.

24. December 7, 2001 Letter to Mr. Robert Bevin from Mr. J. P. Mascaro III regarding gas collection. This is a supplemental response to comment #6 of the Department’s November 30, 2001 harms/benefits review letter, received by the Department on December 10, 2001.
25. December 18, 2001 letter from Mr. William Fox to Mr. Craig Lambeth, Esquire of DEP, including a copy of the March 23, 2001 Quit Claim Deed in which the reversionary interest in the First Baptist Church property in Exeter Township was conveyed to FR & S, Inc., received by the Department on December 18, 2001.


28. Copy of a letter mailed to the Borough of Birdsboro and Union Township summarize mitigation measures and social, economic, and environmental benefits to be provided to the municipalities, received by the Department on February 12, 2002.

29. Copy of the proposed stream restoration project, prepared by Pioneer Crossing Landfill, received by the Department February 28, 2002.


33. Revised bond worksheets, prepared by Pioneer Crossing Landfill, received April 22, 2002.

34. Response to the Department's April 19, 2002 technical review letter, prepared by Pioneer Crossing Landfill, received April 23, 2002.

35. The following sheets were revised and received May 1, 2002:
   - Revised Sheet 4, Groundwater Table Elevations
   - Revised Sheet 10, Liner System Composite Subgrade
   - Revised Sheet 12, Top of Subgrade Cell 4 Development Plan
   - Revised Sheet 14, Cell 4A Intermediate Contours Cell 5 Development Plan

37. Hours of Construction Change, prepared by Pioneer Crossing Landfill, received May 14, 2002.

38. Revised Form O(B) with cover letter to Mr. Roger Fitzhugh dated May 22, 2002, received May 22, 2002.

PERMIT CONDITIONS:

All previous conditions of your December 17, 1993 repermit and subsequent permit modifications remain in effect unless amended herein.

1. Pioneer Crossing Landfill has proposed mitigation of harms and has identified benefits of the project to the public, as indicated in the application submissions included as part of this permit modifcations. Based upon the Department's evaluation of the environmental assessment, it has been determined that the benefits of the project clearly outweigh the known and potential harms as required by Chapter 271.127(o) of the Municipal Waste Regulations. Failure to complete mitigation measures, or failure to provide for all the benefits described in the permit modification submissions on which the Department based its analysis, may result in suspension or revocation of the permit. The Department may also take additional appropriate enforcement actions. See the attached environmental assessment analysis dated March 27, 2002 for the discussion on mitigation measures and benefits.

Within thirty months of issuance of this permit modification, a report must be submitted to this office, describing all mitigation measures initiated and/or completed, and all benefits provided to date. A second report describing the same must be submitted six months after the first report. Thereafter, a report must be included with the annual report each year starting with the report due by June 10, 2003.
2. Permit Condition No. 1 from the December 17, 1993 permit modification for post-closing is deleted and replaced with the following:

No more than 1,550 tons of approved waste may be received at this facility on an average daily volume basis over a standard calendar quarter. The average daily volume during the quarter is calculated by dividing the total number of tons of waste received at the landfill by the number of permitted operating days during that quarter, even if waste is not received on that permitted operating day. Section 1112 of Act 101, the Municipal Waste Planning, Recycling, and Waste Reduction Act mandates a civil penalty of $100 per ton for all excess waste received. Waste received is waste as defined in the Municipal Waste Regulations, that is received for disposal, used as alternative cover materials, or for landfill construction.

3. Permit Condition No. 2 from the December 17, 1993 permit modification for post-closing is deleted and replaced with the following:

No more than 1,975 tons of approved waste may be received at this facility on any operating day. Section 1112 of Act 101, the Municipal Waste Planning, Recycling, and Waste Reduction Act mandates a civil penalty of $100 per ton for all excess waste received. Waste received is waste as defined in the Municipal Waste Regulations, that is received for disposal, used as alternative cover materials, or for landfill construction.

4. The permitted hours of operation are as follows:

  a. Waste may be accepted during the following hours:

     Monday through Friday          6 a.m. to 4 p.m.
     Saturday                        6 a.m. to 12 p.m.

  b. The working face operations may occur during the following hours:

     Monday through Friday          5 a.m. to 7 p.m.
     Saturday                        5 a.m. to 3 p.m.

  c. Construction operations may occur during the following hours:

     Monday through Friday          7 a.m. to 10 p.m.
     Saturday                        7 a.m. to 10 p.m.
     Sunday                          8 a.m. to 4 p.m.
Equipment maintenance operations may occur during the following hours:

- Monday through Friday: 6 a.m. to 11 p.m.
- Saturday: 6 a.m. to 6 p.m.

Leachate and gas collection systems may be operated 24 hours per day, seven days per week.

5. No more than 196 tons of sewage sludge may be received for disposal at Pioneer Crossing Landfill on any operating day.

6. Wells on the western side of the closed, capped landfill, especially MWs 37 and 38, provide evidence of degraded groundwater. The extent of this phase of degraded groundwater must be investigated and appropriate abatement measures taken. Within 60 days of receipt of this permit, Pioneer Crossings must prepare and submit to the Department a groundwater assessment plan meeting the requirements of Section 273.286 of the Municipal Waste Regulations. This plan should detail means to control groundwater quality along with the western perimeter of the unlined landfill.

7. Future groundwater monitoring results are to be transmitted to the Department on paper (one copy of an appropriate Department form) and one copy as electronic data in a form that will be provided by this office. This condition shall be effective with the second calendar quarter's submittal after the receipt of this permit modification.

8. Monitoring wells drilled under this permit modification must meet the requirements and construction standards of Section 273.283 of the Municipal Waste Regulations.

9. Form 18 construction information for newly drilled wells must be submitted to the Department within 30 days of completion of drilling.

10. Groundwater, surface water, and leachate quality monitoring data must be reported in accordance with the requirements of Section 273.285 of the Municipal Waste Regulations.

11. The revised Water Quality Monitoring Plan for the landfill must be kept current, be available for reference, and be followed by landfill personnel or contractors who take water quality samples for submission to the Department. This sampling protocol may be altered with written approval from the Department, without permit modification.
12. The sequence for development, construction, filling of cells, and capping of the expansion area disposal cells will be as set forth in the April 2, 2002 submission response, Attachment No. 28 "Summary of the cell development," unless otherwise approved by the Department. Information on the sequence of capping and construction of new cells for the past year and the upcoming year must be included in the annual operation report.

13. Pioneer Crossing landfill will cap all areas at final grade within the one-year period as required by Section 273.224(5), unless approval is given by the Department to temporarily cap with a geotextile.

14. Pioneer Crossing is required to implement on a continuing basis the Environmental Compliance Manual, submitted with this permit modification.

15. The permit for Pioneer Crossing Landfill will expire on December 17, 2013. In order to accept waste after that date, the Department must approve a permit renewal. An application for permit renewal must be submitted to the Department at least 270 days prior to the expiration date.

16. Pioneer Crossing Landfill shall not accept any waste into the Cells 4, 5, 6, or 7 until it receives plan approval from DEP’s Air Quality Program.

17. Nothing herein shall be construed to supersede, amend, or authorize violation of the provisions of any valid and applicable local law, ordinance, or regulation, provided that said local law, ordinance, or regulation is not preempted by the Pennsylvania Solid Waste Management Act, the Act of July 7, 1950, Act 97, 35 P.S. 6018.101, et seq.
PCL Harms/Benefits Analysis

Project Description

Pioneer Crossing Landfill (PCL) is an existing municipal waste landfill located in the southeast corner of Exeter Township, Berks County, directly across the Schuylkill River to the north of Birdsboro. Currently, the landfill is permitted to take an average daily volume of 1000 tons/day and a maximum daily volume of 1600 tons/day. The existing landfill is nearing full capacity.

On July 13, 2000, the Department of Environmental Protection (DEP) received a request for a major permit modification to expand the landfill. The expansion would occur to the north and east of the existing landfill into the area currently known as the Eastside Borrow area. The disposal area would be increased by 65 acres, and the height of the landfill would be increased by 89 feet (the increase in height was revised to 15 feet). PCL also requested to increase the average daily volume to 1550 tons/day and the maximum daily volume to 1975 tons/day. The expected life of the expansion (period of time during which the landfill accepts waste) is estimated at eighteen (18) years. As a third item in this request, PCL requested an increase in the hours in which it is allowed to accept waste. PCL requested an additional hour each weekday to 5 PM (current time is 4 PM) and an additional 5 hours on Saturdays until 5 PM (current time is noon). Exeter Township, the host municipality, did not concur with the requested change in hours.

A public hearing was held in Exeter Township on February 13, 2001 to gather comments regarding this proposed project from the public. Those comments were incorporated into the review of this application.

During the past year, PCL has reduced its intake of trash considerably in hopes of not having to close the existing landfill before receiving a permit to expand.

On January 24, 2002 DEP sent PCL a harms versus benefit balancing of the proposal as submitted by PCL (the Department’s analysis of PCL’s environmental assessment). In its response dated February 4, 2002, PCL revised its proposal in an attempt to further mitigate the identified harms. In addition, PCL proposed or identified several new benefits. The general description of the project (see above) remains unchanged except that the proposed height of the expansion will be increased by only 15 feet above the current elevation.

Environmental Assessment Process

25 Pa. Code § 271.126 and § 127 (relating to environmental assessments) require that an applicant conduct an environmental assessment and demonstrate that the benefits of the project clearly outweigh the known and potential environmental harms that will remain after the proposed mitigation. The benefits of the project can be social and economic, and/or environmental. Social and economic (SE) benefits are evaluated after offsetting them with SE harms. Environmental harms are evaluated after offsetting them with acceptable mitigation plans. To determine whether an impact is a harm or a benefit, DEP compares the
applicants proposal to the conditions that would exist if the project did not move forward. The environmental harms are then balanced against the benefits to determine if the benefits clearly outweigh the harms. Therefore, the revised proposal from PCL is compared to the conditions that would exist if the entire project did not move forward. The revised proposal is not compared to the original proposal.

PCL submitted an environmental assessment in this application that provided an analysis of the potential impact of the proposed facility on the environment, public health, and safety. DEP, after consultation with appropriate government agencies and potentially affected parties, evaluated the environmental assessment to determine whether the proposed project has the potential to cause environmental harm. Where appropriate, past performance is used to predict future conditions related to a harm or benefit. In this document, DEP provides its analysis of the known and potential environmental harm that will remain after implementation of the proposed mitigations and whether the benefits of the proposed project clearly outweigh the remaining harms.

Each harm is discussed individually below to determine if it has been fully mitigated. If the harm is fully mitigated, that harm is not included in the balancing portion of this document. If there is harm remaining after mitigation, that remaining harm is included in the balancing. The balancing looks at the individual and collective impacts of all of the harms and the benefits to ensure that the total effect of the project is such that the benefits clearly outweigh the harms.

Benefits and harms are identified as “known” benefits or harms or “potential” benefits or harms. A known harm or benefit is one that DEP feels certain will occur in the future. For example, the payment of host municipal benefit fees is considered a known benefit. A potential benefit or harm is one that might not occur given the right circumstances, but has the potential to occur under other circumstances. For example, litter problems may not occur at a particular site if all of the mitigations are diligently implemented and the topography of the site does not change. However, litter problems may occur as the height of the landfill increases due to increasing winds, which may make the proposed mitigations at that site less effective. A known benefit or harm carries greater weight than if that same benefit or harm were a potential benefit or harm for a particular project.

The duration, frequency, and intensity of the benefits and the harms were evaluated. For this discussion, duration refers to how long a harm or benefit continues. Frequency refers to how often it will occur. Frequency can be measured as times per day, week, year, or it can be constant. Intensity refers to how much the harm or benefit will be if or when it occurs. For example, a loud noise is considered of greater intensity than a softer noise. Occasionally, these factors can have multiple implications for a particular harm or benefit as pointed out regarding duration of backup alarms in the example below.

Occasionally, these factors can have multiple implications for a particular harm or benefit. As an example of these, the duration of noise from backup alarms is twofold. The duration is the time that the equipment is actually backing up and the beeping noise is actually heard. Duration also refers to overall length of time that equipment with backup alarms will be.
needed at the landfill, i.e., until the landfill is closed permanently. The frequency refers to how many times the equipment backs up. With many pieces of equipment operating, the frequency might be considered constant during operating hours. The intensity is how loud and disruptive the alarm is. The noise harm is considered to be greater as more people can hear it. As another example, the duration of gas emissions, if unrecovered, would be decades, and maybe longer. The frequency would be constant. The intensity would vary depending on the stage of decomposition of the waste. This harm would be considered to be greater if the number of people affected by the gas emissions is greater.

In addition, the number of people impacted by a benefit or harm is also considered. For example, a benefit that affects a large number of people impacted by the project is considered a better benefit than one that just impacts a few people.

The sensitivity of receptors is also considered. For example, if the same harm impacts children more than adults and the proposed project is in an area with a high population of children, that harm is considered more severe than if children were not in the nearby population.

It should be noted that the words “duration,” “frequency,” and “intensity” will not be used to describe every harm and benefit in the analysis. However, the concept of each as described above is discussed when appropriate.
Harms and Mitigations Discussion

1. Property devaluation
During the public hearing of February 13, 2001, many people from the surrounding communities, such as West Baumstown Road area, East Baumstown Road area, and Birdsboro, testified that they believe their property values have decreased because of the existing landfill. Many people feel that if the landfill is expanded their properties will be worth even less. Property devaluation is difficult to prove because of the many factors that affect the value of a property, perception being one of those factors. It is clear from the testimony at the public hearing that there is a widespread belief among local residents that property values are not as high as they would be were it not for the presence of the landfill.

Mitigation
PCL has instituted a Property Value Protection program designed to purchase properties along South Baumstown Road at the assessed price as if the landfill did not exist. This proposal affects approximately 47 homes in the South Baumstown Road area.

DEP Determination of Remaining Impacts
In its 2/4/02 response, PCL reiterated its belief that the property values have not declined as result of proximity of the landfill. To support its argument, PCL supplied information indicating that the prices of new homes in the Creekside and the Woodbridge developments in Birdsboro have continued to rise. In addition, PCL provided information on the property values based on quartiles comparing Birdsboro to other municipalities. PCL also provided information regarding population increases in Birdsboro and surrounding municipalities. However, increases in population and cost of housing does not in itself prove that property values have not been adversely affected by the presence of the landfill. Nor does it prove that the proposed expansion will not adversely affect property values. The obvious argument to PCL’s position regarding property devaluation is that although property values have increased, they have not increased as much as they would have if the landfill were not present. Although PCL has provided information regarding property value trends, it has not provided sufficient information to demonstrate that property values have not been negatively impacted by the presence of the landfill and will not be negatively impacted by the proposed expansion.

Property values are affected by many factors. DEP continues to believe that the widespread perception that property values will be adversely affected if the expansion is approved constitutes a potential SE harm. This is a potential harm because the perception of decreased property value may lead to purchasers not being willing to pay as much for the property, which results in decreased property values. The duration of this harm will be at least until the landfill reaches capacity and closes and may, in fact, extend beyond then. The magnitude of the harm will vary depending on overall impacts of the landfill on a particular property as well as the potential buyers’ perceptions. One factor that might affect a buyer’s perception of a property’s value is the aesthetic impact of the landfill on that property. See # 4 Aesthetics below. Properties that might be devalued include those that are not included in the South Baumstown Road Property Protection.
Plan and those that are near the landfill or located where the landfill will become the prominent focal point.

2. Traffic
During the application review process, DEP received many complaint letters and testimony regarding the negative impacts from the trash truck traffic. These impacts include mud tracked onto the public roads, dust, odors, and noise from the trucks, and safety concerns caused by increased trash truck traffic. DEP staff have witnessed some of these problems.

Mitigation
PCL has developed an Approved Truck Routing policy that defines acceptable haul routes and consequences to haulers who deviate from those approved routes. PCL has constructed a long, paved access road near Route 422 to alleviate problems with mud and dust from the trucks. Relocating the entrance closer to Route 422 will eliminate truck traffic from much of Route 82 and Lincoln Rd. PCL has created a Citizens Advisory Board to aid in identifying and correcting problems from trash truck traffic, and in particular, haulers not using the approved truck routes.

DEP Determination of Remaining Impacts
The impacts from trash truck traffic remain a known environmental harm. The duration of the harms from traffic will last until the landfill permanently stops accepting waste, estimated to be eighteen years. The traffic harm will occur during the daily operating hours of the landfill. The harms generally will not occur during non-operating hours (i.e., in the evenings and on Sundays). The intensity of the traffic harm has been significantly mitigated because PCL reduced the length of the haul route from Route 422 and will require strict adherence to the established haul routes.

3. Odors
Odors have been a problem in the past at PCL. Numerous odor complaints have been received by DEP, Exeter Township and PCL. There are three possible types of odors at the landfill. They are working face odors, gas odors, and odors from sewage sludge. Please note that odors from sewage sludge could be considered a working face odor; however, due to the past odor problems associated specifically with sewage sludge, DEP has chosen to consider odors from sewage sludge as a separate category.

Mitigation
To detect odor problems before receiving complaints, PCL will institute daily perimeter surveys. This early warning will allow PCL staff to more rigorously implement additional odor controls. To mitigate working face odor, PCL will utilize daily cover, minimize the size of the working face, immediately bury odorous loads, discontinue certain contracts, and apply hypochlorite to the working face and daily cover materials. To mitigate the odors from sludge, PCL will apply hypochlorite to the sludge, discontinue contracts with customers who have odorous sludge, and reduce the intake of sludge to 196 tons/day. To mitigate odors from the gas, PCL will utilize the leachate collection system to collect gas. PCL will also install slip wells as the cells are filled. PCL also proposed...
gas recovery and beneficial use of the gas as mitigation. Please refer to #7 of Harms and Mitigations and #23 under Benefits Accepted for discussion about the gas recovery proposal.

DEP Determination of Remaining Impacts
Odor remains a potential environmental harm if the expansion is approved. Although PCL has a history of numerous odor problems, the mitigations that PCL proposes will do much to reduce odor problems in this proposal. Some of those mitigations are being implemented now at the existing landfill. Odor violations have not been a problem at PCL for the past year. The last odor violation that resulted in an NOV occurred on Jan. 19, 2001. However, it should also be noted that PCL has reduced its make of waste drastically in the past year, which would also reduce overall odor problems. In addition, the requested modification will increase the average daily volume by approximately 50 percent. As a result, opportunities for odors to occur will be greater than in the past. Therefore, odor remains a potential environmental harm, the duration of which can continue after the landfill is permanently closed. Although the potential for working face and sewage sludge odors will continue until the landfill permanently ceases to accept waste in approximately 18 years, the gas odors may occur several years after that until the landfill is capped and covered with vegetation. Also, even though the working face odors and sewage sludge odors occur mainly during daily operating hours, the gas odors can occur in the evenings and on Sundays and holidays. The intensity of the odor harm and the number of people affected by the odor harm will depend on the effectiveness of the mitigation measures employed by PCL. The potential odors will most likely occur in the same areas that they have occurred in the past, which is to the north, east, and south of the landfill.

4. Aesthetics
The aesthetic impacts of the expansion have been a concern to many surrounding residents, particularly in the Birdboro area. The widening and the small increase in height of the landfill will make it the dominant focal point to some area residents, such as those in Birdsboro Borough, Union Township, and Robeson Township.

Mitigation
PCL will sequence the filling of the expansion from south to north so that municipalities to the south will be shielded from the active filling process as soon as possible. PCL will plant grass on the slopes and trees near the base. PCL has purchased buffer property immediately around the expansion. The working face will be compact. An outer visual berm will be constructed. A replacement wetland has been constructed under the Eastside Borrow area permit. PCL proposes to build an office park to the north of the expansion to shield the expansion from Rt. 422.

Comments on Mitigation
The proposed office park is too speculative to be considered mitigation. The replacement wetland was required as part of the Eastside Borrow area permit and as such is not a mitigation of the aesthetic harm resulting from this permit modification request. The purchase of the buffer property simply removes people who resided in the buffer property.

DEP = Department of Environmental Protection
PCL = Pioneer Crossing Landfill
SE = Social and Economic
from their proximity to the landfill and is a significant mitigation for those few people. However, it does little to prevent aesthetic harm to anyone else.

DEP Determination of Remaining Impacts
Aesthetic impact of the landfill remains a known environmental harm. The duration of the aesthetic harm will be forever and will affect people outside of the host municipality of Exeter Township. As evident from the testimony at the February 13, 2001 public hearing, many people in Birdsboro will be affected by aesthetic harm. The frequency of the aesthetic harm will be constant during daylight hours as the landfill will be visible during that time period. The widening of the landfill will make it visible to some residents who currently cannot see it, as well as making it more visible to some residents who currently can see the landfill as it exists today. At some residences, the natural horizon of distant mountains will be interrupted by the landfill. Although the landfill will eventually be vegetated with grass, it will not appear consistent with the forested mountains. Therefore, the intensity of the aesthetic harm is considered moderate. Please note that the intensity of the harm is the difference between how the landfill looks now and how it will look if the proposed expansion is approved and completed. For the purpose of this harms versus benefit analysis, the harm is not the aesthetic impact of the existing landfill

5. Noise (backup alarms)
Nearby residents have complained about the noise from the backup alarms of the landfill equipment. If the landfill becomes higher, residents fear that the noise will be louder and carry even farther.

Mitigation
PCL will limit the use of heavy equipment during the first hour of operation. PCL has purchased buffer properties around the landfill to increase the distance from the noise sources to the neighbors. PCL will eliminate backup alarms from the "yellow equipment" by using rearview cameras. PCL will ensure that backup alarms on trucks are not greater than 87 decibels.

Comments on Mitigation:
The purchase of the buffer property does not really increase the distance of the noise sources to the neighbors. It simply removes the few people who previously owned the buffer properties from being so close to the noise sources. It does nothing to reduce the noise to the remaining people.

DEP Determination of Remaining Impacts
The harm from noise from back-up alarms is fully mitigated.

6. Litter (from the landfill itself as well as from trucks)
Many people testified at the public hearing that litter from both the landfill and trash trucks has been a problem in the past. Citizens have supplied photographs of litter strewn throughout tall trees off the landfill property. Nearby residents and those along the haul routes fear that litter will continue to be a problem if the landfill is expanded.
Mitigation
PCL will use litter fences and pick up litter. For waste hauling vehicles, J.P. Mascaro & Sons has adopted a Transportation Compliance Plan, which includes PCL. As part of that Plan, waste hauling vehicles will be inspected for environmental and safety problems. One purpose of the inspections will be to ascertain if the vehicles are properly tarped. Proper tarping of vehicles will reduce litter from the vehicle. Up to ten vehicles will be inspected daily for compliance. Progressive discipline will result to employees who operate vehicles with violations. Under A. 7 of the Employee Training Requirements of the Transportation Safety and Compliance Manual, it states, “all trucks should be equipped with tarps, which are water resistant and are capable to be secured to prevent the load from escaping.”

A 50-foot high litter fence will be constructed along the eastern side of the expansion for a total distance of 3750 feet. A 12-foot portable litter fence will be used at the working face. A 5-foot high litter fence will be installed near the perimeter of the operation area.

Litter-prone loads will be immediately covered with daily cover after being unloaded or will be rejected during high winds. Unloaded vehicles will be inspected for litter. Unloaded vehicles will be required to tarp if necessary.

Daily litter patrols will be used to collect any litter that escapes the above controls.

DEP Determination of Remaining Impacts
Litter remains a potential environmental harm. Because the proposed project includes a 50 percent increase in daily volumes, there will be a greater opportunity for litter to occur than has occurred in the past. Although litter is not expected to occur constantly, episodes of litter may occur until the landfill closes which is estimated to be in about eighteen years. Even though the episodes of littering may be periodic, the harm from the litter does not just occur when the litter is leaving the landfill or the trash-hauling vehicle. The litter remains an environmental harm until it is picked up and properly disposed. The magnitude of the episodes of littering and the number of people affected will depend on the effectiveness of the proposed mitigation measures. The diligence of PCL to implement all of the mitigation measures as well as weather conditions will play a part in how effective these mitigation measures are. Due diligence to implement the proposed mitigation may not prevent littering during severe weather conditions.

7. Gas Emissions
The discharge of landfill gas into the atmosphere is an environmental harm. In addition, the combustion products resulting from flaring the gas are also an environmental harm.

Mitigation
PCL proposes to recover and beneficially use the landfill gas. PCL has contracted with INGENCO to construct and operate a 6-megawatt power plant primarily fueled by recovered landfill gas. Electricity produced by the plant would be purchased by Sempra
Energy Trading. On 2/28/02, PCL submitted the minor permit modification to DEP’s Waste Management Program in DEP’s Southcentral Regional Office. INGENCO submitted an application to the Air Quality Program in DEP’s Southcentral Regional Office

Comments on Mitigation
Although the recovery and beneficial use of the landfill gas will not occur until the power plant is operational, PCL has submitted information that shows that progress is being made to implement this gas recovery project. PCL has committed to ensuring the project comes to fruition. As a demonstration of PCL’s commitment, it has suggested that a permit condition requiring the power plant to be constructed and operated

DEP Determination of Remaining Impacts
Gas emissions remain a potential environmental harm. The duration of the harm from gas emission will occur from the time waste is first accepted until the power plant is fully operational. Although it may be PCL’s intention to have the power plant fully functional before waste is accepted into the expansion, factors outside of PCL’s control may delay construction and operation of the plant until after waste acceptance begins. Therefore, gas emissions are considered a potential harm. Since the emission of the gas or the combustion products will be constant until the power plant is fully operational, the harm will also be constant during the time period from the beginning of waste acceptance until the power plant becomes fully operational. The intensity of the harm is the volume of gas that will be emitted. This volume will vary depending on the timeliness of successful operation of the power plant.
Benefits Accepted by DEP

1. **Host Municipality Benefit Fee to Exeter Township** - $1.00/ton required by 53 P.S. § 4000.1301 and 25 Pa Code § 273.314.
   
   Under the new Host Municipality Agreement, the fees to Exeter Township are:
   
<table>
<thead>
<tr>
<th>Period</th>
<th>Fee per ton</th>
</tr>
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<tbody>
<tr>
<td>First five years</td>
<td>$1.50</td>
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<td>Third five years</td>
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<tr>
<td>Remaining years</td>
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</tr>
</tbody>
</table>

   In addition, PCL will prepay the host fees annually.

   This host fee is a known SE benefit. Due to the present worth of money, the prepayment of the fee is an SE benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years.

   
   The Recycling fee of $2.00 per ton that is paid to the Commonwealth is a known SE benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years.

3. **Environmental Stewardship Fee** - $0.25/ton required by 27 Pa. C.S.A. § 6112(b) and 25 Pa Code § 273.316(c).
   
   The Environmental Stewardship fee of $0.25 per ton that is paid to the Commonwealth is a known SE benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years.

4. **Employment**
   
   - Expansion with increased daily volumes
   - 42 full-time employees (currently employed)
   - Increase benefits compensation to employees
   - 5 additional employees (47 total)

   Employment is a known SE benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years.

5. **Purchase of Local and Regional Goods**
   
   The purchase of local and regional goods exceeding $3 million dollars per year is a known SE benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years.

6. **Contribution to the First Baptist Church**
   
   The contribution of 2 acres of land and $275,000 to the First Baptist Church is a known SE benefit. The contribution to this small congregation will allow the church to provide better facilities than it currently has for worship. It should be noted, however, that PCL has to purchase this property in order to expand the landfill. Although the contribution
is scheduled to occur shortly after a permit for the expansion is issued, the benefit will occur for as long as the church is viable.

7. Income and Sales Taxes to the Commonwealth (from PCL employees)
The payment of income taxes and sales taxes by PCL employees to the Commonwealth is a known SE benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years.

8. Presentations to Schools and Tours for Students
The presentations by PCL staff to school students as well as the on-site tours that PCL staff give to students is a known SE benefit. PCL staff explain the operation and design of modern waste management facilities to the young people. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years.

9. Charitable Contributions
Charitable contributions are considered a known SE benefit. PCL will give charitable contributions if the expansion with the increase in daily volumes is approved. PCL will give a minimum of $50,000 year to local civic, social, athletic, educational, religious, and community groups, although those charities will not be identified until January 15th of each year. In addition, the contributions could be in the form of cash, goods, or services. The lack of specificity reduces the weight of this benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years.

10. Free Township-wide Spring Cleanup for Exeter Township
The free township-wide spring cleanup is a known SE benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years. The recipients of this benefit will be the residents of Exeter Township, the host municipality. It should be noted that PCL will collect the waste from the residences in Exeter.

11. Free Disposal of White Goods for Exeter Township Residents
The free disposal of white goods for township residents is a known SE benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years. The recipients of this benefit will be the residents of Exeter Township, the host municipality.

12. Property tax revenues
The property taxes that PCL pays are a known SE benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years. The recipients of this benefit are Berks County and the local school district.

13. Ida E. Mascaro Recreational Park
The proposed 58-acre recreational park is a known SE benefit. The duration of this benefit is long lasting in that it will provide benefit to the local residents for many years after the landfill closes.

DCP = Department of Environmental Protection
PCL = Pioneer Crossing Landfill
SF = Social and Economic
14. **Proximity Impact Fee to the Birdsboro Community**

<table>
<thead>
<tr>
<th>Period</th>
<th>Fee Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First five years</td>
<td>$1.00 per ton</td>
</tr>
<tr>
<td>Second five years</td>
<td>$1.10 per ton</td>
</tr>
<tr>
<td>Third five years</td>
<td>$1.20 per ton</td>
</tr>
<tr>
<td>Remaining years</td>
<td>$1.30 per ton</td>
</tr>
</tbody>
</table>

This fee will be paid to Birdsboro or community organizations in Birdsboro on a quarterly basis.

This proximity impact fee is a known SE benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years.

15. **Free Disposal for Spring and Fall Cleanup for Birdsboro Residents**

The free disposal for spring and fall cleanup for Birdsboro residents is a known SE benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years. The recipients of this benefit will be the residents of Birdsboro.

16. **Free Disposal of White Goods for Birdsboro Residents**

The free disposal of white goods for Birdsboro residents is a known SE benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years. The recipients of this benefit will be the residents of Birdsboro.

17. **Free Disposal for Spring and Fall Cleanup for Robeson & Union Township Residents**

The free disposal for spring and fall cleanup for residents of Robeson and Union Townships is a known SE benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years. The recipients of this benefit will be the residents of Robeson and Union Townships. It should be noted that PCL will not collect the waste from the residences in Robeson and Union Townships.

18. **Free Disposal of White Goods for Robeson and Union Townships Residents**

The free disposal of white goods for residents of Robeson and Union Townships is a known SE benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years. The recipients of this benefit will be the residents of Robeson and Union Townships.


The on-site recycling drop-off is a known environmental benefit. The duration of this benefit is for as long as PCL accepts waste, estimated to be eighteen years.

20. **Eddie Smith and First Baptist Church Cleanup**

In the 1960's and 1970's, trash was buried in the back part of the Eddie Smith Mobile Home Park, which is adjacent to and to the east of PCL. During that same time period, ash was buried in the back of the First Baptist Church property, which is to the southeast of PCL. The Eddie Smith property and the First Baptist Church property are
In December of 1998 elevated levels of methane gas were discovered in gas monitoring wells S1 and S2, located in the back portion of the Eddie Smith property. Subsequently in November of 1999, a study conducted by Hazlett Kincaid, Inc., consultants for Mr. Smith, concluded that as many as fourteen mobile homes in the rear portion of the Eddie Smith Mobile Home Park might be directly over a buried trash. At that time, there were approximately forty-three mobile homes in Mr. Smith's entire park. The relocation of the residents of thirteen of the fourteen mobile homes that were directly over the trash has been completed by PCL as a pre-condition to negotiation of a settlement of fines assessed against PCL for numerous odor violations. It should be noted that one of the occupants of the fourteen mobile homes refuses to relocate and that the Mobile home is still located above the buried trash.

The removal of the trash under the Eddie Smith property and the First Baptist Church property is a known environmental benefit. The cleanup itself will not take long, but the duration of the benefits will be long lasting in that the benefit will continue until the waste is not released, has completely decomposed and, presents no further danger to the environment. This could take several decades. The area that will be impacted by the cleanup is the area immediately under and surrounding the location of the buried waste, possibly the area immediately downgradient from the waste.

21. Recycling Drop Offs for Birdsboro Borough, Robeson Township & Union Township

The recycling drop off stations that will be provided to Birdsboro, Robeson Township, and Union Township are known environmental benefits. The duration of these benefits is for as long as PCL accepts waste, estimated to be eighteen years.

22. Stream Restoration and Enhancement of 1250 Feet of Tributary to Schuylkill River

The restoration and enhancement of 1250 feet of an unnamed tributary to the Schuylkill River is a known environmental benefit. The duration of this benefit will be long lasting in that it should continue long after the landfill stops accepting waste. A detailed proposal of the enhancement effort was submitted to DEP on 2/23/00.

23. Recovery and Beneficial Use of Landfill Gas

As discussed in #17 under Harms and Mitigations, PCL has submitted information which shows that progress is being made regarding the construction and operation of a 6 megawatt power station for the purpose of recovering and beneficially using the landfill gas. PCL has committed to ensuring the project comes to fruition. Therefore, the recovery and beneficial use of landfill gas is a known environmental benefit for the time period after the power plant becomes fully operational.

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PCL = Pioneer Coaching, Landfill
SE = Social and Economic
1. **Business Park Development**
   DEP considers the business park development to be too speculative to consider as a benefit. In addition, insufficient evidence has been provided to consider this proposal as directly tied to the permit modification requested.

2. **Berks County Plan**
   The Berks County Plan has expired and was never enforced by Berks County. Therefore, being mentioned in the expired Berks County Plan is not a benefit.

3. **Relocation of 14 Homes on the Eddie Smith Property**
   The relocation of the residents of 13 of the 14 homes over the trash on the Eddie Smith property is not considered a benefit because it is not directly related to this permit modification request. Moreover, this relocation was a pre-condition to negotiation of a settlement of fines assessed against PCL for numerous odor violations.

4. **Acceptance of Western Berks Trash after Closure**
   PCL's proposal to accept Western Berks trash after Western Berks Landfill closes is not considered a benefit because it is speculative. Western Berks Refuse Authority has approached DEP about possibly expanding. The future of Western Berks Landfill and its facilities, therefore, unknown.

5. **Leachate Treatment Fees to Exeter Township Sewer Authority**
   PCL has not provided sufficient evidence to show that the treatment fees are anything more than compensation to the Township for the cost of treating the landfill's leachate.

6. **157 Equivalent Dwelling Units (EDU)**
   PCL has not shown that this is a benefit directly related to the permit modification request.

7. **Preference to Township and County for Disposal Needs**
   There is ample disposal capacity in the region such that the County and Township waste can be readily disposed of elsewhere in Berks County.

8. **Hiring Preference for Township, etc. Residents**
   Hiring preference for Exeter Township and nearby residents is not considered a benefit. Employment has already been considered a benefit under #4 under Benefits Accepted.

9. **Inclusion in Other County Plans**
   Although PCL is included in county plans other than Berks County, the actual need for PCL by those other counties has not been proven.

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Balancing

DEP looked at the harms and benefits collectively when balancing the harms versus the benefits. DEP first looked at the identified SE benefits (See Items 1 through 18 under Benefits Accepted). These benefits include fees, employment and employees' taxes, purchase of goods, First Baptist Church contribution, presentations and tours for students, charitable contributions, free spring cleanup to Exeter Township residents, free disposal of white goods to Exeter Township, Birdsboro, Robeson Township and Union Township residents, free disposal of spring and fall cleanup items for Birdsboro, Robeson Township, and Union Township, property tax revenues, and the recreational park. With the exception of the contribution to the First Baptist Church and the recreational park, all of these benefits will continue for the duration of the active life of the landfill, estimated to be 18 years. When the landfill closes, these benefits will cease. In the case of the First Baptist Church contribution, that contribution is a one-time contribution that will take place shortly after the permit is issued although the benefit to the church members as a result of this single contribution will be on-going. The recreational park will provide a benefit to the local residents for a long time after the landfill closes.

These SE benefits were offset by the potential SE harm of property devaluation. DEP determined that collectively the SE benefits are sufficient to outweigh the potential SE harm of property devaluation. Therefore, SE benefits remained after the offsetting.

The remaining SE benefits were then considered along with the identified environmental benefits. Those environmental benefits are the cleanup of waste (under the Eddie Smith property and the back of the First Baptist Church property), the recycling drop-off centers, the restoration of the stream, and the beneficial use of landfill gas. The cleanup of the two properties and the restoration of the stream are considered significant environmental benefits even though the impacted areas are small.

These benefits were then balanced against the identified environmental harms that were not fully mitigated. (See Items 2, 3, 4, 6, and 7 under Harms and Mitigations). These environmental harms include harms from traffic, odors, aesthetics, litter, and gas emissions.

Due to the extensive mitigation proposed by PCL to mitigate harms from traffic, including moving the entrance to the landfill to shorten the distance traveled on Rt. 82 and to eliminate trash vehicles from Lincoln Road as well as increasing the length of the paved access road to reduce mud and dust, the known environmental harm from traffic is significantly mitigated. See #2 under Harms and Mitigations.

As discussed in #6 under Harms and Mitigations, litter remains a potential environmental harm. When analyzed with other harms, litter was determined not to increase the impacts of other harms. Based on the discussion in #6 under Harms and Mitigations, litter is considered a small potential environmental harm.

As discussed in #7 under Harms and Mitigations and #23 under Benefits Accepted, landfill gas emissions (including combustion products) remain a potential environmental harm.

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however, the proposed recovery and beneficial use of the landfill gas is considered a potential environmental benefit. It is the timing of the start up of the power plant that determines how much of a harm the emission are and how much of a benefit the power plant is. Despite optimism by PCL, DEP is not convinced that the power plant would be fully operational before waste acceptance would begin if a permit is issued for the proposed expansion. However, after the power plant would become operational, the benefit derived from the beneficial use of the landfill gas would continue until several years after closure of the landfill. Therefore, the potential environmental harm from landfill gas emissions is small due to the short time period in which the emissions will occur.

As discussed in # 3 under Harms and Mitigations, odors remain a potential environmental harm even though PCL has many proposals to mitigate this harm. As discussed in # 4 under Harms and Mitigations, the aesthetic impact, when considered individually, remains a known environmental harm that will last forever. Given that the height of the landfill will increase by only 15 feet from its current height, the collective harm from aesthetics and odors is considered moderate.

Conclusion

Pioneer Crossing Landfill has demonstrated that collectively, the benefits associated with the expansion and increase in average and maximum daily volumes clearly outweigh the harms associated with the modification. The magnitude of the environmental and SE benefits clearly outweighs the potential litter harm, the small known traffic harm, the collective harms from aesthetics and odors, and the short duration landfill gas emission harm.
TAB 3

SUMMARY FACT SHEET
FOR PIONEER CROSSING AND DETAILED
PIONEER CROSSING LANDFILL
OPERATIONS PLAN
Environmentally safe waste disposal!

We offer these advantages
- Four lane highway access to Reading-Philadelphia corridor.
- Fast weigh and unload.
- Automatic truck wash
- Host community agreement with the local municipality.
- Designed and constructed in excess of applicable laws.
- Long-term capacity: 25 years projected life.
- Fully insured and bonded.
- Professional engineer on site.
- In-house testing and compliance reporting.
- In-house transportation capability.
- Cost-effective long-term contract capability.

Our landfills are state-of-the-art disposal sites using the latest environmental protective technology. They feature double synthetic liners, modern leachate collection and treatment systems, environmental monitoring systems and on-site management by professional engineers.

We accept
- Autoclaved Medical Waste
- Construction Waste
- Debris
- Demolition Waste
- Garbage
- Household Waste
- Industrial Waste
- Municipal Sludge
- Municipal Solid Waste

727 Red Lane Road
Birdsboro, PA 19508
610-582-2900
Operating Hours:
6 AM To 4 PM Mon.-Fri.
6 AM To Noon Sat.
Receiving hours may vary, please check!
Permit # 100346

Pioneer Crossing Landfill
Typical liner detail

J. P. Mascaro & Sons
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www.jpmascaro.com
Pioneer Crossing Landfill

Operations Plan

J. P. Mascaro & Sons

If it’s service, it’s us!
A. Purpose

The operations plan is intended to be used as the blueprint, a working document guiding all aspects of operations at the Pioneer Crossing Landfill. These activities include all phases of construction, operations, closure and post closure. The plan notes all pertinent information related to the operations as a whole but includes specific information in individual sections and attachments. Other stand-alone plans such as Ground Water Monitoring, Gas Management and PPC will be cross-referenced where applicable.

Detailed checks and balance auditing procedures based on a segmentation of the various aspects of the daily operation include, but are not limited to: administration, reporting, overall sanitation and aesthetics, disposal activity, gas management, leachate management, truck washing, maintenance and construction.

B. Description of Facility

Pioneer Crossing Landfill is located at 727 Red Lane Road, Birdsboro, Pennsylvania, and it operates under a ten year solid waste facility permit issued by the Pennsylvania Department of Environmental Protection. The facility is owned by F. R. & S., Inc. and it is situated on approximately 238 acres of land.

Pioneer Crossing Landfill is a municipal waste disposal facility that accepts municipal and residential waste. The permitted disposal volume is an average of 1550 tons per day or 40,000 tons per month averaged over a quarter. The facility operates under a permit issued by the Pennsylvania Department of Environmental Protection 100346 and Title V Permit No. 06-05078. Additionally, the facility operates under a Host Community Agreement entered into with Exeter Township, Berks County, Pennsylvania.
C. Environmental Control and Containment System

Liner System

The liner system consists of two synthetic HDPE membranes; secondary 60 mil and primary 80 mil liners on a clay base with a leak detection system between the liners and a leachate collection system above the primary liner.

Leachate Collection

A perimeter drain and leachate collection system is in place at the Pioneer Crossing Landfill.

The facility's leachate collection system pumps approximately 75,000 gallons of leachate per day to the Exeter Township Treatment Plant for processing and discharge. Pioneer Crossing Landfill maintains records measuring the daily flow of leachate from the landfill to the treatment plant.

The facility has built a separate leachate collection and treatment system for the newest disposal cells. The new system uses two 1,000,000 gallon double steel wall tanks for leachate storage and treatment. The leachate will be conveyed to the Exeter Township Treatment Plant by gravity sewer.

Landfill Gas Control System

Pioneer Crossing Landfill is designed to provide collection and control of biological decomposition gases (LFG) that occur in all municipal waste landfills. The LFG is collected by a vacuum system that uses both horizontal and vertical wells, perforated lines and geomembranes to extract the gases from the waste and then convey the LFG to the processing center.

The LFG consists of approximately fifty percent methane, fifty percent carbon dioxide and a fraction of a percent of various odorous gases. Currently the methane is burned in an enclosed flare to assure destruction of the odorous gases present in the LFG and control of the methane. In the near future the methane will be used to generate electric power.

Groundwater Monitoring Wells

Groundwater quality is monitored at 30 wells at the Pioneer Crossing Landfill. Quarterly sampling and analysis is conducted to verify no groundwater contamination is occurring.

Tire Wash

The facility uses an automatic drive through tire washing unit to assure mud and debris are not tracked off site by vehicular traffic. When a vehicle enters the tire wash, a 25' by 60' building, high pressure water jets and sprays wash the wheels and under frame area with 600 gallons of recycled water per minute. The water jets and sprays remove mud from the dual tires and other areas of the vehicle and wash the sediment into a concrete basin for later removal. All sediments are landfilled. After the initial tire washing, the entire vehicle is rinsed with a clean water-chlorine solution, prior to leaving the tire washing building. All wash water is discharged to the Exeter Township sewer for treatment.

Scale System

The scale system weighs all vehicles hauling waste into the facility. The scales are certified by the State of Pennsylvania, and checked for accuracy every month by a
certified scale dealer.

Weights are shown as pounds on the scale electronic read out. The computer program that is used for this operation keeps track of the volume of waste received into the landfill. Reports can be printed out by date or customer number.

Pioneer Crossing Landfill has two new Cardinal steel-deck truck scales rated at 100,000 lbs. The scales each measure 10' x 70' and have a 10 x 10' concrete approach at each side of the scale. One scale is a dedicated inbound scale and the second scale is an outbound scale. The scales are elevated off the ground a minimum of 12" to allow for proper maintenance and cleaning underneath the scale.

The scales work independently of each other. In the event that one scale is malfunctioning, the other scale can be used for both inbound and outbound. Each scale has its own separate readout display located inside the administration office. The locations of the scales are situated so that there are no turning problems for vehicles entering and exiting the scales.

D. Types of Waste

The facility accepts municipal waste and residual waste including:
- Autoclaved Medical Waste
- Construction Waste
- Debris
- Demolition Waste
- Garbage
- Household Waste
- Residual Waste (Industrial Waste)
- Municipal Sludge
- Municipal Solid Waste

These are described in detail in Appendix Section 4.

E. Operations Schedule

<table>
<thead>
<tr>
<th>Operation</th>
<th>Weekdays</th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waste Acceptance</td>
<td>6 AM - 4 PM</td>
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<tr>
<td>Equipment Maintenance</td>
<td>6 AM - 11 PM</td>
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</tr>
<tr>
<td>Construction</td>
<td>6 AM - 9 PM</td>
<td>6 AM - 9 PM</td>
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</tr>
<tr>
<td>Working Face</td>
<td>5 AM - 7 PM</td>
<td>5 AM - 3 PM</td>
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</tr>
<tr>
<td>Leachate Collection</td>
<td></td>
<td>24 / 7</td>
<td></td>
</tr>
<tr>
<td>Gas Collection</td>
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<td>24 / 7</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
<td>24 / 7</td>
<td></td>
</tr>
</tbody>
</table>
operating hours will be utilized for placement of cover materials, routine maintenance of the facility or equipment and securing the site for daily closure. Emergency activities, construction activities, site maintenance and equipment maintenance may be performed by staff personnel during non-operating hours.

F. Landfilling Methods

PCL utilizes the area method of landfilling. This involves placing, spreading and compacting the solid waste over the entire surface area of the cell in a series of eight foot high "lifts" of waste. Each lift will be covered with a layer of cover soil or alternative cover material. This procedure is mandated to occur by law on a daily basis.

In order to protect the liner system, special operating procedures are followed for placement of the initial lift. These procedures address lift operations, use of daily and intermediate cover materials and proposed landfill procedures for certain types of residual wastes. Select materials will be spread in the initial eight foot lift. See F, 12-15.

G. General Daily Operating Procedures

Daily Procedures

1. A fifteen-minute pre- and post-work meeting will occur daily with all landfill employees present. The purpose of the meeting is to assure that the daily operational plan is understood by all and the resources and commitment to execute the plan on each given day exits.

2. The Office Manager under the General Manager will prepare a daily operational report that records the waste received and disposed of in the landfill. Each record will list the date, generator source, transporter, truck ID, weight of waste, and type of waste (using waste codes). The Disposal Site Forman will mark and provide to the Office Manager the information and grid location of the cell used for disposal.

3. Incoming trucks will be weighed at the scale. The trucks will then be directed to the unloading area by the scale master, disposal site foreman and by the placement of signs along the access road.

4. The Assistant Disposal Site Foreman (spotter) at the working face will direct the truck to a position for discharging the waste and inspection. The spotter is trained in the Waste Screening Procedure required by Form R. The area where waste will be unloaded is the working face, the size of which is determined by the amount of waste to be received daily and the weather conditions. The working face will be operated in such a manner to minimize vehicle cycle time, maintain a controlled appearance and reduce potential problems with litter and vectors.

5. The spotter will visually inspect the load prior to and during tipping. Refer to Form R for waste acceptance and screening procedures. Once the waste has been unloaded, it will be spread and compacted in two (2) foot lifts by the compactor or bulldozer as directed by the Disposal Site Foreman to assure proper airspace utilization is obtained. After the waste is spread, the compactor will make a minimum of two sets of three (3) passes at right angles (perpendicular) to achieve compaction. To achieve maximum compaction, the waste is pushed up an incline. This method reduces the size of the working face while increasing the rate of compaction. The maximum height of the lift will not exceed 8 feet. After compaction, the procedure of spreading and compacting begins again. As the day progresses, the working face will expand in the direction of the lift. The disposal cell is then covered at the end of
each day with six (6) inches of daily cover and or synthetic fabric.

6. Vehicles that unload easily (rear loaders, roll-offs, front loaders, trailers, etc.) will be directed to the working face, while hand-loads or slow unloading vehicles will be directed to dump to side of the working face as to not hold up the pace of disposal. This approach can be modified, as conditions require under supervision of the Disposal Site Foreman and Operations Manager.

Residual Waste - Special Handling Wastes.

7. Loads of residual wastes or special handling municipal wastes may require special handling at the landfill working face. This may include: 1) pushing or excavating a depression or hole by the landfill compactor or dozer, for the residual waste to be placed in, or 2) mixing of the residual waste at the working face to be accomplished by the compactor. In either case, landfill personnel will prepare the area for the residual waste and immediately cover the residual waste with waste that does not require special handling. Once the waste is covered, it will be compacted by the compactor with a minimum of three (3) passes.

8. The landfill will operate with two working faces. One working face will accommodate the disposal of all processed infectious waste. The other working face will handle all other wastes.

9. The working face dedicated to processed infectious waste will be kept far enough away from the other working face to eliminate trucks and equipment from traversing the area, and the potential for tracking or scattering the material. Additionally, the working face will be covered on a daily basis in accordance with the procedures outlined below. At the start of each work day the cover soil covering the working face dedicated to processed infectious waste will not be scraped away. This will prevent equipment from tracking the material from the working face area.

10. All other waste material including residual and other special handling wastes, will be disposed of at the second working face. (With the exception of friable asbestos, which will be handled in accordance with the special procedures for handling this material.) Residual wastes will be handled as discussed. Sewage sludge will also be handled at this second working face.

11. Sewage sludge will be disposed of with the municipal and residual waste. The reason is to provide material for mixing the sludge as it is disposed. Working face personnel will use odor control spray on all sludge as it is unloaded at the working face. The sludge will then be immediately mixed with already received municipal waste and compacted into the working face. This will eliminate the amount of time any such special handling material will be exposed. In addition, if a particular material is determined to be unusually odorous it will either be rejected, or a special hole will be dug in the working face area and the material will be immediately covered upon disposal.

12. The potential exist for unexpected problems or inappropriate waste material in all waste loads being disposed of in a landfill. All employees at the disposal working face need to be alert for drums, free liquids, odors, hot material and or dust being discovered or occurring during unloading at the disposal cell. It is the responsibility of the operators and spotter to immediately halt the unloading and disposal of a waste with any of the above characteristics until a supervisor has been contacted. The supervisor will make a determination as to the proper method or action required to assure the disposal is in accordance with all applicable environmental and safety regulations.
13. Maintaining a clean working face is a goal of all operators. A clean working face is one where approach routes and maneuvering areas have little or no piles of waste waiting to be spread. The small piles of waste that occur when vehicles clean out after discharge will be pushed into the working face throughout the operating hours. Litter control fences will be positioned if blowing waste becomes a problem. Cover material will be used during daily operation in accordance with regulatory requirements.

14. The working face will be operated continuously during operating hours. In order to accomplish this, landfill personnel will schedule their breaks and lunch periods so the working face is staffed by a minimum of one operator. The compactor or bulldozer will be the principal piece of equipment at the working face.

15. Cover material will be stockpiled in a sufficient quantity in the designated areas for daily use and for emergencies. The stockpile size will be based upon amounts of waste received. Cover material needed during the daily operation may be obtained from these stockpiles. As the day progresses, the working face will be prepared for daily cover. When the arrival rate of disposal vehicles slows down, the working face is reduced in size and the sides covered. The entire working face will be covered with cover material before the equipment operators leave for the day.

16. The minimum cover requirements are as follows:
   a. For the working face and side slopes, six inches of compacted cover material or alternative daily cover will be placed. Alternative daily cover consist of synthetic fabric covers. Cover material will be placed near the area to be covered by dump trucks and pushed over the waste by either a bulldozer or compactor. The selection of which machine to use will be made by the Operations Manager after evaluating weather and field conditions to determine the most effective method to avoid loss of airspace due to excessive use of cover soil.
   b. To conserve daily cover soil and airspace, geosynthetic tarps will be applied to the working face at the end of daily operations, whenever possible. The Assistant Disposal Site Foreman will check for, and remove protruding objects that may tear the tarp prior to directing placement of the tarp. The tarp will be secured on all edges by placement of portable weights.
   c. When using tarps, the start of daily operations will require the removal of the tarp. This is accomplished by removing the portable weights and tarp. Storage of these items is required in an area close to, but away from the active fill area. Landfilling can then proceed at the exposed working face.
   d. Twelve inches of intermediate cover will be placed on areas that will not be utilized within the next six months. Seed and mulch intermediate cover within one week after placement during the traditional growing season.

Inclement Weather

17. Inclement weather is an inconvenience that must be dealt with on a routine basis. This includes heavy rains, severe winter cold and snows, summer heat and humidity, etc. The landfill operations manager shall designate a small reserve area to be utilized for waste disposal during periods of severe weather. This area shall be capable of accepting a minimum of one to two days of waste volume (including cover soil) and shall be located as close as practical to the main haul road. If the reserve area is filled during a severe weather period, the operations manager shall set aside a new reserve area for subsequent severe weather events. The designated reserve
areas are available for use when access to the normal disposal area becomes impossible, due primarily to prolonged periods of wet, non-freezing weather.

This condition may occur during any season, but is of greatest concern during the spring and fall. Summer thunderstorms and winter snowstorms can also cause operational problems. The use of the reserve area will be at the discretion of the Operations Manager.

The biggest problem produced by wet weather is covering the waste. The use of cover material becomes difficult and requires additional material and time to accomplish proper daily site closure. Stockpiling of cover soil material will reduce cycle time at the end of the day. Beginning the placement of cover earlier in the day will also help in these situations.

In the event of severe weather, high winds or a hurricane-type storm, the Operations Manager may temporarily close the landfill. Daily cover material must be applied to all exposed waste, and the site and buildings will be secured before landfill personnel leave.

Survey Control Procedures

18. Waste placement and capacity utilization will be surveyed on a routine basis. Grid locations will be established for each cell before disposal operations begin by the Disposal Site Foreman and provided to the scale master to input daily grid locations to correlate waste acceptance and disposal location.

Site survey information will be tied to the site grid coordinate system. (State Plane Coordinate System) A topographic map of the active portion of the landfill will be prepared each year.

Daily Compliance Activities

19. The facility must continuously monitor and follow the following programs:
   a. Environmental Compliance Program
   b. Approved Truck Routing
   c. Transportation Compliance Plan

Special attention must be given to the following items and areas:
   a. perimeter checks for odor
   b. Daily litter patrols of the facility and the surrounding area
   c. Daily truck inspections
d. Daily facility inspections

All areas will be discussed in detail in the following sections related to individual job requirements.

H. Personnel

1. Personnel Compliment
   a. Supervisors - 8 total
      General Manager
      Operations Manager
      Maintenance Manager
      Environmental Technician
      Construction Foreman
      Disposal Site Foreman
      Project Foreman
      Laborer Foreman
   
   b. Operations (hourly) - 24 total
      Weigh Master
      Equipment Operators (8 total)
      Drivers (4 total)
      Laborers (10 total)
      Assistant Disposal Site Foreman
   
   c. Maintenance (hourly) - 9 total
      Lead Mechanic (2 total)
      Mechanics / helpers (3 total)
      Welder (1 total)
      Electrician (1 total)
      Low-boy Driver (1 total)
      Fuel Truck Driver (1 total)
   
   d. Security / Janitorial - 3 total
      Night Watchman / Janitor (1 total)
      Weekend Security (2 total)
   
   e. Total Employees = 44

2. General Manager:

The General Manager supervises all operations and personnel of the landfill. This position also includes supervising all administrative functions concerning receipt of waste, billing/invoicing, budget management, etc. This position shall also be responsible for receiving and acting upon inquiries from the PA DEP regarding the operation of the landfill. This individual will assume responsibilities of Operations Manager in his absence.

The General Manager is responsible for completing Form A (Daily Compliance
Checklist) and that all other related control forms are completed by the individual assigned that responsibility.

3. Operations Manager:

Supervises construction foreman, disposal site foreman, site / laborer foreman, and project foreman along with all hourly employees.

The main focus of this position would be to ensure the above mentioned personnel would have the means to complete the tasks outlined in their job requirements. This would include personnel, technical support, equipment, tools, materials, etc.

Duties would include:

a. Supervision of all hourly employees including hiring, training, discipline, work assignments etc.

b. Site evaluations and inspections, to ensure the facility remains in environmental compliance. Examples would include inspecting daily cover practices, mud on the road, dust, litter, leachate seeps, etc.

c. Review and inspect maintenance practices to ensure the site's equipment needs are meet, and preventive maintenance practices are being performed.

d. Ensure all employees are properly trained, including OSHA safety training courses, equipment operating practices, personnel safety, etc.

The Operations Manager is responsible for completing Form B (Daily Operations Checklist).

4. Maintenance Manager:

Supervise, schedule and oversee all maintenance issues related to Pioneer Crossing Landfill. Responsibilities include both shop and site maintenance.

Equipment needs as outlined by the operations will take precedence over all repairs and services. Also any time a piece of equipment is to be taken out of service it must be pre-approved by the general manager.

Duties include:

a. Supervision of shop personnel concerning daily activities and responsibilities.

b. Develop and implement preventive maintenance program concerning all equipment on site. This is to include site vehicles and equipment such as pumps, blowers, etc.

c. Supervise and monitors the Transportation Compliance Plan by ensuring the daily inspections are performed, and coordinating with corporate concerning a full monthly inspection.

Maintenance Manager is responsible for completing Form C (Daily Maintenance Checklist).

5. Office Manager:

Responsible for all office and scale activities. Duties include:

a. Orientation of new employees
b. Personnel issues

c. Payroll.

d. Supervises weigh master, and holds weigh master license.

e. Human resource functions.

f. Purchasing.

g. Processing invoices.

Office Manager is responsible for completing Form D (Office/Scale Checklist).

6. Disposal Site Foreman:

Supervise daily operation of disposal site and personnel. Duties would include the following:

a. Establishing daily disposal limits.

b. Directing personnel required for daily disposal operations, including:

1. Assistant Disposal Site Foreman

2. compactor operators

3. dozer operator

c. Coordinate with operations manager for all support needs related to daily operations, including but not limited to:

i. Hauling and placement of cover-soil.

ii. Tarp deployment and removal.

iii. Gas management projects such as, slip-wells, vacuum lines, horizontal collectors, etc.

iv. Construction of access roads, ramps, etc.

v. Placement of temporary litter fences.

vi. Picking of litter outside of disposal site.

vii. Seeding and mulching within the limits of the disposal cells.

viii. Leachate seep repairs.

In general the disposal site foreman will be responsible for all activities related to daily disposal and ensuring all support activities within the lined limits of disposal are performed.

Disposal Site Foreman is responsible for completing Form E (Daily Disposal Checklist).

7. Construction Foreman

Responsible for construction projects, reports to operations manager for both equipment and personnel needs. Supervises assigned personnel, and outside contractors. Monitors daily progress of projects.

Examples of duties would include:

a. Cell construction activities.
b. Capping (final / temporary) projects.
c. Supervise construction activities outside of daily disposal.
d. Access roads and staging areas at the disposal site.
e. Seeding and mulching projects.
f. Establishing final grades and slopes to prep for seeding and mulching.
g. Gas management support projects, raise slip wells, place vacuum lines, etc. Note, gas management projects are to be coordinated with Westmar Inc.

8. Project Foreman:

Responsible for specific site projects and requires little supervision. Will report to the operations manager for personnel needs, equipment needs, materials, etc.

Projects would vary depending on site needs; for the most part they would not be related to daily operations, however they may be if situations arise.

Duties would include:

a. Supervision of personnel required for specific projects.

b. Establishing equipment and material requirements for specific projects and coordinating through the operations manager.

c. Establishing technical support requirements for specific projects.

e. Quality control.

9. Site / Laborer Foreman

Responsible for daily site support projects and daily supervision of the general laborers. Will report directly to the operations manager.

Position will have a wide variety of tasks on an as needed basis.

Duties would include:

a. Supervision of general laborers, which would include support for the other foremen on an as-needed basis.

b. Ensure laborers have the proper items to complete assigned tasks.

c. Keep a close look on laborers to ensure they are performing assigned tasks.

d. Supervise site support projects, which would include items such as, watering the roads, hand washing at the tire wash, street sweeping etc.

e. Maintain a constant litter patrol, to ensure the site remains clean.

10. Assistant Disposal Site Foreman:

Assistant Disposal Site Foreman (spotter) will have the responsibility of coordinating all activities at the working face. This individual will coordinate the placement and/or removal of cover soils or alternative cover materials. He will be directly responsible for determining the width, height, and direction of the working face on a day-to-day basis. He will be responsible for visually screening waste as it is discharged from hauling vehicles. He will also act as policeman and direct truck and
equipment traffic to the proper disposal locations at the working face. The Assistant Disposal Site Foreman will assume the responsibilities of the Disposal Site Foreman in his absence and vice-versa.

The Assistant Disposal Site Foreman will be trained in accordance with the training procedures for all employees of Pioneer Crossing Landfill. In addition, the working face spotter will be trained as to the contents and requirements of the facilities Form R – Waste Analysis and Classification Plan. This training will include looking for signs the waste should not be accepted. They will be trained to look at each load of waste for color, physical characteristics, and phases of the waste. They will look to make sure the loads have no anomalies and are homogeneous. The Assistant Disposal Site Foreman will be trained to look for signs of free liquids, reactivity, corrosivity, and toxicity. The Assistant Disposal Site Foreman will be trained to identify non-approved waste streams (i.e. non-processed infectious waste, closed 55 gallon drums, etc.)

The Assistant Disposal Site Foreman will be trained in procedures to follow should a problem or question arise. This training will include who to notify, segregation procedures at the working face, and rejection of non-conforming or non-approved loads.

In addition to training concerning waste identification, the Assistant Disposal Site Foreman will be trained in safe vehicle and equipment operation. Since the Assistant Disposal Site Foreman will serve to direct equipment traffic at the working face, he will be responsible for ensuring all vehicles are operated in a safe manner while unloading and traversing in the area of the working face. This training will include specific training on backing, unloading, and safety requirements for personnel at the working face. The Assistant Disposal Site Foreman will also be trained in safe operation of heavy equipment (i.e. compactors, dozers, etc.), and will be responsible for coordinating the operation of these vehicles at the working face.

11. Environmental Technician:

   Responsible for site compliance, quality control and reporting.

Duties would include:

a. Daily site inspections related to compliance and quality control.

b. Technical support for environmental projects.

c. Work with corporate compliance dept. concerning all compliance related issues including waste tracking, monitoring, updated waste stream files, etc.

d. Daily reporting requirements, DEP daily operations form, Title V daily inspections, corp. compliance daily forms, etc.

e. Monthly / yearly reporting requirements.

f. Acquire weigh masters license and learn scale system as a backup.

g. Daily site readings and monitoring.

h. Site OHSA coordinator, ensures all safety equipment and monitoring devices are in proper operating condition, reviews all paperwork related to safety issues.

Environmental Technician is responsible for completing Form F (Daily Environmental Checklist) and receiving and reviewing Form G (Gas Management Checklist) from West Mar, Inc.
12. Equipment Operators

The equipment operators will operate the different types, makes, and models of landfill equipment required to safely and efficiently operate the site. Equipment operators to be hired will be experienced in operating the types of equipment that make up the equipment fleet.

A training program will be given to each operator to explain the methods and procedures to be followed in working on the landfill and the results expected. The operators will be made aware of the concern in maintaining the integrity of the landfill and its appurtenant components. Their training will be documented and updated regularly or as regulations change.

It is the intent to train the truck drivers to operate the compactor, bulldozer and front-end loaders in the event of sickness and work breaks, and allow for job advancement.

The Operations Manager will ensure equipment operators, laborers, and mechanics are given training courses for the respective equipment in the operation and maintenance of the equipment to be used on the landfill. The laborer will receive training in operation of the various types of equipment in order that the laborers serve as a temporary backup until such time as a qualified operator is hired or the assigned operator returns to duty.

Operators are responsible for completing daily PM (Preventive Maintenance) sheets on their equipment.

13. Mechanic

The mechanic will perform preventative maintenance and repairs to keep the equipment fleet and support equipment in operating condition. Additional equipment will be available through vendors and rental agencies within 24 hours in case of major breakdowns to insure proper operation of the landfill. As normal operations occur, site maintenance crews will conduct minor repairs and general maintenance to the fleet of operations equipment. In addition, mechanics may perform general maintenance and repairs to facility machinery, equipment, systems, etc.

Must have more extensive tool inventory than mechanic's helper. Must show knowledge equipment and its components. Must be capable of exchanging major components without help. Must have basic understanding of the use of parts manuals and service manuals. Must have basic troubleshooting ability.

14. Mechanic's Helper

Must have basic understanding of tools and their application. Must be able to communicate well to work with mechanic assigned. Must own basic tools and some working knowledge of equipment.

15. Welder

Must have basic understanding of metallurgy. Must have completed an apprenticeship in welding, cutting and fitting. Must use safe work practices.

16. Carpenter

Must have completed apprenticeship in home building, or worked with a contractor. Must have own tools and make them available on demand. Must have basic understanding of the following: construction, framing, roofing, flooring, remodeling, plumbing, painting and household wiring.
17. Electrician
   Must have working knowledge of AC and DC current and its application. Must own tools for same. Must have a working knowledge of pumps, transformers and control boxes. Must understand electrical codes. Must have basic knowledge of commercial and residential service. Must show safe work practices.

18. Laborer
   The laborer will perform simple, unskilled manual labor and related work as required at the facility. Typical tasks include assisting the mechanic or equipment operators with maintenance, housekeeping, litter patrol, snow removal, watering of roadways, loading/unloading of supplies, etc.

19. Security/Janitorial Personnel
   The primary duty of the security personnel is to ensure that the facility is monitored during non-operating hours. They are the facilities contact during non-operating hours and are capable of contacting key personnel as situations arise.

   The security personnel are required to remain on site and perform the following functions during their shift.
   a. Ensure all gates and buildings are secured.
   b. Make routine site inspections and investigating any suspicious activity.
   c. Keep a log of all off-hours visitors and phone calls.
   d. May be asked to monitor environmental controls such as pumps, blowers, etc.
   e. Act as the facility contact and be able to relay message or contact supervisors as needed.

   In addition to the security duties the Monday-Thursday position will also require janitorial duties which includes cleaning the main office building as needed to ensure it has a clean and professional appearance.

F. Equipment
   Pioneer Crossing Landfill utilizes state of the art construction and earth moving type of equipment. The equipment includes compactors, bulldozers, excavators, trucks, and a list of sundry equipment. All equipment is equipped to meet OSHA and all other applicable standards and regulations, and is equipped and maintained to be in compliance with the PA DEP operating permit.
TAB 4

PIONEER CROSSING PRINTOUT OF LANDFILL VIRTUAL TOUR
Pioneer Crossing Landfill provides environmentally safe solid waste disposal. It is a key element in our region's infrastructure, serving homes, schools, hospitals, businesses and industry.

Welcome to our tour!

This facility is dedicated to the memory of and in honor of J.P. Mascaro, Sr., and in honor of Ida E. Mascaro. They are the foundation and cornerstone of the work ethic that made this project a reality.

Dedicated to J. P. Mascaro, Sr. and Ida Mascaro
Advantages

Environmental Protection
State-of-the-art environmental protection systems.
Pioneering internal environmental compliance program.
Groundwater protection, stormwater management and energy recovery systems. Fully bonded and insured.

Community
Host community and abutting community agreements with substantial financial and social benefits to those communities. Citizens advisory committee. 24 hour environmental hotline, 800-431-3336.

Capacity
Long term permits and 20 years disposal capacity. Daily capacity: 1,550 tons.

Access
Direct transportation routes over major highways. Paved internal roads. Fast turn scale and disposal operation. Truck wash-out facilities.

Engineering
Managed by full-time on-site licensed professional engineers. Designed to exceed all state, federal and industry standards.

Management
Professional in-house environmental staff for generator approvals. Waste stream reporting and testing. Job specific billing.

Infrastructure
On site construction crews and equipment. On site, fully staffed heavy equipment maintenance shop.
Located near Reading, PA, a quarter mile from a four-lane US highway with quick access to the Interstate Highway system.
Operations

Dual computerized scales, inbound and outbound. Fast turn disposal operation. Truck wash-out facilities. On site heavy equipment maintenance facility and redundant landfill equipment assure uninterrupted operation.
Paved Roads

All internal traffic roads are paved and meet full highway standards at Pioneer Crossing. This increases safety, improves traffic flow, greatly reduces dust and noise and allows faster unloading of customers' trucks.
Infrastructure
We have skilled, trained and fully equipped construction and maintenance crews, heavy and light equipment and electrical maintenance shops.
Engineering

Pioneer Crossing has a staff of registered professional engineers and other engineering professionals on site full-time.
Environmental Compliance

Pioneer Crossing has an environmental management system second to none. While highly trained environmental professionals monitor all aspects of landfill operations, everyone working at the landfill is involved.

From verifying waste types, to inspecting gas lines to collecting litter to sweeping mud from the roads, everyone pitches in! And everyone shares in the bonuses for 100 percent environmental compliance.

To learn more about our environmental programs, visit www.jpmascaro.com!
Cleanliness

Every effort is made to keep Pioneer Crossing clean and litter free. An extensive employee training and motivational program is used. From the automated tire wash that all trucks use, to the street sweeper, to the litter crews, to the litter fencing, nothing is spared to keep our landfill as clean as the cleanest of parks!
Groundwater Protection

When storm water passes through trash, it can leach harmful substances from the trash. This leachate is prevented from entering the soil by a ultra-heavy duty multi-layer liner system with a built in leak detection system. The leachate is collected, stored and tested. Groundwater monitoring wells surround the landfill, and are regularly checked by inspectors from the Department of Environmental Protection.

Cover Soil

Leachate Collection System

Multi-layer Synthetic Liner

TRASH

SOIL

To Municipal Sewer System

Two one million gallon double-walled storage tanks
Trash generates methane gas when it decomposes in the landfill. Methane is the principal component of natural gas. Thus, landfill gas has great utility as a fuel. The gas is collected by a network of collection pipes and brought to a central location where it is monitored, measured and filtered. Pioneer Crossing Landfill plans to bring on line a 14 megawatt electric generation plant, sufficient capacity to provide power for 10,000 homes.
In the future...

Ida E. Mascaro Recreation Park

The landfill will become a recreation park with walking trails, ball fields, tennis, basketball, horseshoes, shuffleboard, bocce, picnic pavilions and observation platforms. When Pioneer Crossing Landfill is filled and capped (in about 20 years), it will become a public recreational park that all the community can enjoy. It will be named in honor of Ida E. Mascaro, wife of the late J. P. Mascaro, Sr., founder of J. P. Mascaro & Sons. Click here for more information, including high quality printable maps of the facility.
TAB 5

ROUTE MAP AND DETAILED DIRECTIONS
FROM WILKES-BARRE, PENNSYLVANIA
TO PIONEER CROSSING LANDFILL
TAB 6

Required SUBMITTAL FORM
SUBMITTAL FORM

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

LUZERNE COUNTY, PENNSYLVANIA

Date: August 29, 2019

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

Respondent: Company Name F.R. & S., Inc. d/b/a Pioneer Crossing Landfill
Address 2650 Audubon Road

City Audubon State PA Zip 19403
Contact William F. Fox, Jr. Telephone (267) 933-6048


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 ____________________________
   ____________________________ 727 Red Lane Road
   ____________________________ Birdsboro, PA 19508

   County _______ Berks _______ State _______ PA _______

   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>
<td>Y</td>
<td>1,550*</td>
<td>13.6%***</td>
<td>211***</td>
<td>307</td>
<td>65,000***</td>
</tr>
<tr>
<td>Construction/Demolition Waste (C&amp;D)</td>
<td>Y</td>
<td>1,550*</td>
<td>13.6%***</td>
<td>211***</td>
<td>307</td>
<td>65,000***</td>
</tr>
<tr>
<td>Municipal Sewage Sludge</td>
<td>Y</td>
<td>300</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regulated Medical Waste (RMW)</td>
<td>Y</td>
<td>1,550*</td>
<td>13.6%***</td>
<td>211***</td>
<td>307</td>
<td>65,000***</td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)**</td>
<td></td>
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</tr>
</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

*** For MSW, C&D and RMW combined

d. Minimum sludge characteristics required: % Solids 20%
   Other requirements: Digested and DEP approved

---

e. Will bulky wastes be accepted? [X] Yes  [ ] No
   If yes, specify tonnage: ______ (tons/day or tons/year)
   If yes, list types and other requirements: General household bulk waste, excluding white goods and electronic bulk waste

---

f. Is Respondent willing to accept Residual Waste at its facility? [X] Yes  [ ] No
   If yes, specify tonnage: ____ as approved (tons/day or tons/year, circle one)
   If yes, list types and other requirements: Various types as approved by DEP. Residual waste is priced on an individual basis based upon the nature and quantity of the residual waste.
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?
   \( \checkmark \) Yes  See attached sheet
   \( \square \) 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?
   \( \checkmark \) Yes  See attached sheet
   \( \square \) 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: See attached sheet
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

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td></td>
<td>Price per Ton</td>
<td>Escalation Rate***</td>
<td>Price per Ton</td>
<td>Escalation Rate***</td>
</tr>
<tr>
<td>2021</td>
<td>$ 85.50</td>
<td>N/A</td>
<td>$ 85.50</td>
<td>N/A</td>
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<tr>
<td>2022</td>
<td>$ 88.10</td>
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<td>2030</td>
<td>$130.65</td>
<td>&quot;</td>
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</tbody>
</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>
<th>(list)</th>
<th>(list)</th>
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<tbody>
<tr>
<td>Contract Year*</td>
<td>Price/Ton</td>
<td>Escalation Rate**</td>
<td>Price/Ton</td>
</tr>
<tr>
<td>2021</td>
<td>See note below</td>
<td></td>
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<tr>
<td>2022</td>
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<tr>
<td>2030</td>
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</tbody>
</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):

Pioneer Crossing will accept DEP approved residual waste from Luzerne County. The price per ton for residual waste will be variable/negotiated depending on the nature, quality and quantity of the residual waste in question.
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. See Tab 7; see also Tabs 1-4

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).

None

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).

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.

D. Strength of Commitments and Contingency Plans – Provide descriptive information on the following matters (attach separate sheets or include additional documents for response). See attached sheet:

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.

See attached sheet

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

See attached sheet
(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.

See attached sheet

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

See attached sheet

(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.

See attached sheet

(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.

See attached sheet

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

See attached sheet

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).

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 (i.e., March 2023). 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.

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):

5:00 a.m. to 5:00 p.m. Monday through Saturday

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: F.R.&S., Inc. d/b/a Pioneer Crossing Landfill (Name of Firm)
2650 Audubon Road (Mailing Address)
Audubon, PA 19403 (Corporate Office)
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: August 29, 2019

F.R.S., Inc. d/b/a Pioneer Crossing Landfill

By: Pasquale N. Mascaro

Title: President

ATTEST: Pasquale N. Mascaro, Secretary
August 29, 2019

Elizabeth M. DeNardi
Purchasing Department
20 North Pennsylvania Boulevard
Wilkes-Barre, PA 18702

Re:  Luzerne County Solicitation of Interest for Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Program Support for 10 Year Period Commencing January 1, 2021

Dear Ms. DeNardi:

Due to significant uncertainties regarding the quantity of material our facilities can realistically expect to receive under this Luzerne County SOI for Municipal Waste Disposal/Processing Capacity, we are unable to specifically quantify contributed services or in-kind services to be offered at the current time. However, Solid Waste Services, Inc. d/b/a J. P. Mascaro & Sons and its related entities, including Pioneer Crossing Landfill and Lehigh Valley Recycling, are uniquely qualified to provide a wide variety of services to assist Luzerne County in its endeavors to properly manage municipal solid waste and appropriately recover recyclable commodities. Our regional companies can provide collection, transportation, disposal, composting and recyclables sorting, processing and marketing services similar to, if not better than, those provided by the national waste firms, but with a local family-owned service approach.

Annually, our companies donate millions of dollars to worthwhile causes in the geographic regions we serve and beyond, including cash donations, real estate, educational scholarships, construction services and in-kind waste service donations. We take great pride in supporting our local communities and their civic and charitable organizations and activities. Our company views such support as a responsibility which is consistent with our corporate philosophy of operating not only as a responsible corporate citizen, but also as a friend in the community.

Although we are unable to quantify our offering of these services currently, please know that we would look forward to assisting Luzerne County in its sustainability efforts and would certainly meet with and work with County personnel in furtherance of these goals. We have invested millions of dollars to enhance our sustainability approach to business operations and would be glad to partner with Luzerne County to assist in any way we are able.

Sincerely,

Pasquale N. Mascaro

PNM/cab
Response To Section 4(d)(1):

Pioneer Crossing Landfill is committing to disposal capacity for Luzerne County municipal waste at the tonnage levels set forth in this Response Submittal for the 10 year period from January 1, 2021 through December 31, 2030. Pioneer Crossing has the available capacity under its current permit (i.e., a March 13, 2013 DEP 10 year permit renewal), which permit will be subject to another 10 year permit renewal by DEP on or before March 2023. Additionally, Pioneer Crossing has substantial adjoining land (i.e., over 120 acres) for the future expansion of its landfill. Currently, Pioneer Crossing has 14 years of remaining capacity at its current permitted site and cannot, under DEP Regulations, seek an expansion of its landfill until it has less than five years of remaining disposal capacity.

Response To Section 4(d)(2):

The Pioneer Crossing Landfill is accessible to waste transfer trailers and waste is currently being delivered to the Pioneer Crossing Landfill in transfer trailers, as well as in other waste collection vehicles (i.e., rear-end, front-end and roll-off collection vehicles).

Response To Section 4(d)(3):

Please refer to the attached "Statement of Financial Condition" of Solid Waste Services, Inc. d/b/a J. P. Mascaro & Sons and its related entities, one of which is F.R.&S., Inc. d/b/a Pioneer Crossing Landfill, prepared by company Controller, Thomas D. Sassaman.

Response To Section 4(d)(4):

Pioneer Crossing has committed to disposal capacity for Luzerne County municipal waste at the tonnage levels set forth in this Response Proposal for the 10 year period from January 1, 2021 through December 31, 2030.

Response To Section 4(d)(5):

Currently, Pioneer Crossing Landfill does not receive Marcellus Shale drilling residuals and materials, but if there is demand, it is likely that Pioneer Crossing could receive approval from DEP to handle that type of residual waste at its landfill. All residual waste disposed of at the Pioneer Crossing Landfill requires DEP approval before that waste can be accepted for disposal.

Response To Section 4(d)(6):

For information regarding Pioneer Crossing's backup disposal facilities/transfer station for Luzerne County municipal waste, please refer to SECTION V of the "RESPONSE NARRATIVE" that is set forth at the beginning of this Proposal, and to TAB 10 of this Proposal.
Response To Section 4(d)(7):

Pioneer Crossing does not expect that municipal waste from Luzerne County will be delivered to its landfill in equal monthly tonnage levels, and it understands that tonnage levels may differ from month to month. Pioneer Crossing has the ability and willingness to handle monthly variations in the tonnage levels of Luzerne County municipal waste being delivered to its facility as long as those variations do not become extreme.

F.R.&S., Inc. d/b/a Pioneer Crossing Landfill

Date: August 29, 2019

By:  

Pasquale N. Mascaro, President
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

FINANCIAL STATEMENT OF SOLID WASTE SERVICES, INC. d/b/a
J. P. MASCARO & SONS AND ITS RELATED ENTITIES, INCLUDING
PIONEER CROSSING LANDFILL AND LEHIGH VALLEY RECYCLING ("SWS")

- SWS maintains unsecured banking lines of credit in excess of $90,000,000.
- SWS maintains bonding lines of credit in excess of $100,000,000.
- SWS maintains net working capital in excess of $75,000,000.
- SWS has a Dun & Bradstreet rating of 5A1.
- SWS maintains financial ratios in the highest quartile within its industry.
- Should Pioneer Crossing be chosen as a designated disposal facility, we are willing and
  able to provide additional information should you feel it necessary.

The above is certified to be true and correct in its entirety.

Date: August 29, 2019

Thomas D. Sassaman, Controller
Solid Waste Services, Inc. d/b/a J. P. Mascaro & Sons

Sworn to and subscribed before me
this 29th day of August, 2019.

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Christine A. Beckley, Notary Public
Lower Providence Twp., Montgomery County
My Commission Expires Nov. 15, 2019
DE LAKE, PENNSYLVANIA ASSOCIATION OF NOTARIES
TAB 7

Required FACILITY QUESTIONNAIRE
LUZERNE COUNTY
MUNICIPAL WASTE MANAGEMENT PLAN
PROCESSING/DISPOSAL FACILITY QUESTIONNAIRE

A. BACKGROUND INFORMATION

1. Date: August 29, 2019

2. Name of Facility: Pioneer Crossing Landfill


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

5. Address and Phone Number of Owner: 2650 Audubon Road, Audubon, PA 19403
   (Corporate Office) 484-398-6500

6. Address of Facility (if different from above): 727 Red Lane Road, Birdsboro, PA 19508

7. Contact Person: Ryan K. Inch, P.E. Title: Facility Engineer
   Phone: (267) 994-7554

8. Person Supplying Information: William F. Fox, Jr. Title: General Counsel
   Phone: (267) 933-6048

9. State where Respondent entity is formed: Pennsylvania

10. Approx. Road Mileage from Facility to 200 North River Street, Wilkes Barre, PA 18711:
    93.2 miles – see Tab 5
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  PA DEP Permit #100346

2. Permit Site Acreage  153.2 acres.
   Disposal Area  76.35 acres.

3. If a Landfill, Permitted Capacity  13,614,392 cubic yards  14 years remaining

4. Design Capabilities (if other than a landfill): Design Capacity  N/A tons/day
   Maximum Continuous Rating (MCR)  N/A tons/day
   Available Processing Capacity  N/A tons/day  N/A 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>
<td>1,975</td>
<td>1,550</td>
<td>Varies</td>
<td>Varies</td>
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<tr>
<td>Construction/ Demolition Waste (C&amp;D)</td>
<td>Included in MSW Tonnage</td>
<td>Included in MSW Tonnage</td>
<td>Varies</td>
<td>Varies</td>
</tr>
<tr>
<td>Sewage Sludge</td>
<td>300</td>
<td>300</td>
<td>Varies</td>
<td>Varies</td>
</tr>
<tr>
<td>Regulated Medical Waste (RMW)</td>
<td>Included in MSW Tonnage</td>
<td>Included in MSW Tonnage</td>
<td>Varies</td>
<td>Varies</td>
</tr>
</tbody>
</table>
## Luzerne County, Pennsylvania

### Solicitation of Interest

<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>Incinerator Ash</td>
<td></td>
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<tr>
<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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<tr>
<td>Residual Waste – Marcellus Residuals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residual Waste - Other As approved by DEP</td>
<td>Included in MSW</td>
<td>Included in MSW</td>
<td>Varies</td>
<td>Varies</td>
</tr>
</tbody>
</table>

Minimum % Solids of Sewage Sludge 20 %

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. 4,421,507 cubic yards of remaining air space.

7. What is the facility's current permitted capacity? 13,614,392 (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)
      - [X] Synthetic membrane Thickness = 80 mils Material Synthetic HDPE
      - [ ] Remolded clay Thickness = ______ inches Permeability ______ cm/sec
      - [ ] Other

   b. Secondary Liner:
      - [X] Synthetic membrane Thickness = 60 mils Material Synthetic HDPE
      - [ ] Remolded clay Thickness = ______ inches Permeability ______ cm/sec
      - [ ] Other
Luzerne County, Pennsylvania

What portions of this system are currently in place?

Cells 1 through 6 currently lined; Cell 7 remains to be lined.

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.) None.

4. Do you provide any processing or other handling of recyclables at your facility?
   If yes, please explain None. However, adjacent to landfill is Mascaro's 85,000 sq. ft.
   fully-automated single stream recycling facility, TotalRecycle, which can process about 800 tons of recyclables per day. See Response Tab 11.
   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) N/A
   If no, what plans do you have to add recyclables handling and processing at your facility? None. Mascaro has a modern, single stream recycling facility immediately adjacent to Pioneer Crossing. See Response Tab 11.

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.
   To date, have received none, but likely could get DEP approval as a residual waste if there was a demand.
6. List the types of recyclable materials collected at your facility and associated marketing arrangements, contracts, or end users.  
   On-site landfill gas to green electricity plant in operation.  
   See Response Tab 4.

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

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

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

   ■ 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.  
   N/A

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.  
   N/A
5. Please describe plans for future bypass waste disposal practices.

   N/A

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).

   N/A

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

   N/A

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

   N/A

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)

   N/A

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

   N/A

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.

   N/A
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.

N/A

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

N/A

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

N/A

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).

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.
1. Expected Waste Types  Not applicable. No current expansion plans at this time.

<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 (except for types listed below)</td>
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<tr>
<td>Construction/ Demolition Waste</td>
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<tr>
<td>Incinerator Ash</td>
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<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 Not applicable. No current expansion plans at this time.

   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 ____________________________________________________

   Date: August 29, 2019 By: 
   
   F.R.& S. Inc. d/b/a Pioneer Crossing Landfill
   
   Pasquale N. Mascaro, President
TAB 8

Required NONCOLLUSION AFFIDAVIT
NON-COLLUSION AFFIDAVIT

STATE OF PENNSYLVANIA:

COUNTY OF MONTGOMERY:

I state that I am President of F.R.&S., Inc. (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. F.R.&S., Inc. (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):

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

2151.001.001 / 08.19 A-34 Barton & Loguidice D.P.C.
Luzerne County, Pennsylvania

Solicitation of Interest

I state that F.R.&S., Inc. (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

This 29th day of August, 2019.

Name Pasquale N. Mascaro

President

Company Position

Christine A. Bechley (Notary Public)

My Commission Expires: 11/16/19

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Christine A. Bechley, Notary Public
Lower Providence Twp., Montgomery County
My Commission Expires Nov. 16, 2019

PENNSYLVANIA ASSOCIATION OF NOTARIES
TAB 9

Required DISCLAIMER STATEMENT
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.

F.R.&S., Inc. d/b/a Pioneer Crossing Landfill

Name of Organization

Pasquale N. Mascaro

Name

President

Title

August 29, 2019

Date
TAB 10

LETTER FROM LEHIGH VALLEY RECYCLING, INC. TRANSFER STATION TO SERVE AS BACKUP DISPOSAL FACILITY

Dear Ms. DeNardi:

I am the President of Lehigh Valley Recycling, Inc., a related entity to F.R.&S., Inc. d/b/a Pioneer Crossing Landfill.

I am aware that Pioneer Crossing is submitting a Proposal in response to Luzerne County’s Solicitation of Interest ("SOI") for disposal capacity for County-generated municipal waste for the ten year period commencing January 1, 2021. I am also aware that one of the requirements of the County’s SOI is that each Proposer must provide at least one backup disposal facility for the quantity of County municipal waste the Proposer agrees to accept at its primary disposal facility.

The purpose of this letter is to advise you (1) that the Lehigh Valley Recycling, Inc. transfer station in Coplay, North Whitehall Township, Lehigh County, Pennsylvania 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; (2) that the LVR transfer station agrees to accept at its facility Luzerne County municipal waste up to the tonnage level committed by Pioneer Crossing in its Proposal to the County; (3) that any Luzerne County municipal waste delivered to the LVR transfer station will be disposed of at one or more of the disposal facilities designated by Luzerne County under its Act 101 Municipal Waste Management Plan; and (4) that Lehigh Valley Recycling, Inc. is willing to execute and abide by the draft "MUNICIPAL WASTE TRANSFER STATION AGREEMENT" that is included as part of the County's SOI Specifications.

If you have any questions regarding the above, please do not hesitate to contact me.

Sincerely,

Pasquale N. Mascaro

PNM/cab
TAB 11

INFORMATION REGARDING
TotalRecycle facility
TotalRecycle, Inc., a J. P. Mascaro & Sons affiliated company, is proud to announce its new, fully automated, 85,000 square foot single stream recycling facility at 1270 Lincoln Road in Exeter Township, Berks County, Pennsylvania, adjacent to Mascaro’s Pioneer Crossing Landfill.

Situated on a 14-acre site, the TotalRecycle facility is the first of its kind in Berks County; it has the latest in automated single stream recycling technology; and at full capacity it can process over 700 tons of single stream recyclables daily.

Single stream recycling at TotalRecycle means that all recyclables can be commingled in one container, without separation by the homeowners, haulers or businesses. All separation will occur at the TotalRecycle facility.

TotalRecycle opened for operation in January 2016, and expects to play a major role in successful and increased recycling efforts of Berks County and surrounding counties. Those interested in learning more about the TotalRecycle facility, its services, and how your business can benefit from it, please contact us at 267-933-6128 or online at www.ipmascaro.com.

TotalRecycle accepts and processes from municipalities, waste haulers and businesses a wide variety of recyclables, including plastic #s 1-7, cardboard (OCC), aluminum, newspaper (ONP), clear and colored glass, steel, tin, e-waste, and aseptics.

J. P. Mascaro & Sons
If it’s service, it’s us!

TotalRecycle, Inc. is a J. P. Mascaro & Sons affiliated company
J.P. Mascaro & Sons is proud to open TotalRecycle, Inc. Situated on 14 acres of industrial property in Exeter Township, Berks County, this facility is designated as a one-stop recycling operation. If it can be recycled, we can handle it.

We have now opened Phase I of our site. TotalRecycle is a fully enclosed, innovative, 85,000 sq. ft. facility capable of recycling single and dual streams of materials. This cutting-edge facility is also a bonded and a certified document destruction and shredding operation.

As waste haulers ourselves, we designed TotalRecycle to seamlessly provide the necessary advantages to hauling/recycling operators. Our quick and efficient set-up is designed to minimize inbound and outbound vehicle wait times. Additionally, our design allows for your customers to observe their recyclables being processed from our state-of-the-art catwalk. Also the processing can be viewed on monitors in our education center.

TotalRecycle is fully bonded and insured in excess of $25,000,000.

TotalRecycle, Inc. is a J.P. Mascaro & Sons affiliated company
**TotalRecycle**

**ORGANIZATIONAL CHART**

1270 LINCOLN ROAD  
BIRDSBORO, PA 19508  
PHONE: 866-668-6825

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Direct</th>
<th>Cell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant Manager*</td>
<td>Joseph Paul Mascaro</td>
<td>484-518-8382</td>
<td>215-783-2886</td>
</tr>
<tr>
<td>Operations Manager*</td>
<td>Robert Wood</td>
<td>484-518-8374</td>
<td>610-390-2253</td>
</tr>
<tr>
<td>Office Manager</td>
<td>Sophia Mascaro</td>
<td>484-518-8372</td>
<td></td>
</tr>
<tr>
<td>Sonny Marrero-Greene</td>
<td></td>
<td>484-518-8371</td>
<td></td>
</tr>
<tr>
<td>Shipping Manager</td>
<td>Shaun Myers</td>
<td>484-518-8372</td>
<td></td>
</tr>
<tr>
<td>Ops Supervisors*</td>
<td>Russell Wilson</td>
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<td>484-680-0566</td>
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**CORPORATE SUPPORT**

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
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<tr>
<td>Director of Operations</td>
<td>Tim Laux Jr.</td>
<td>267-933-6094</td>
<td>484-688-7407</td>
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<tr>
<td>Director of Maintenance</td>
<td>Aaron Shaw</td>
<td>484-398-6500</td>
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</tr>
<tr>
<td>Dir. of Environmental Compliance</td>
<td>Matt Mascaro</td>
<td>484-398-6500</td>
<td>267-228-5288</td>
</tr>
<tr>
<td>Director of Sales &amp; Marketing</td>
<td>Samuel J. Augustine</td>
<td>610-496-0370</td>
<td>267-228-0917</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>Donna Gulick</td>
<td>267-933-6070</td>
<td></td>
</tr>
</tbody>
</table>

**EMERGENCY CONTACTS**

*On call 24 hours (to be called after hours and on weekends)*
Mascaro's TotalRecycle single stream recycling facility is unlike any facility in the regional area. It has a modern, aesthetically pleasing office-like appearance from the outside, but inside it has a technologically advanced, fully-automated recycling system that sets the industry standard and is capable of processing 700 tons of recyclables per day, or almost 20,000 tons per month. Approved to operate 20 hours per day, 6 days per week, TotalRecycle is always ready to serve its customers.

What Makes Us Special?
- State-Of-The-Art Materials Recovery Facility (MRF)
- 75,000 SQ FT Facility
- Strategically located transfer stations and disposal facilities throughout Eastern Pennsylvania
- Most Innovative sorting equipment in North America
- Accepting both single stream and sorted materials

Education Center
- Fully Functional Education Center
- Guided & Video Tours at Facility
- Full accommodations including lunch
- Elementary aged children to adult level tours available

Commodity Sales
- Detailed tracking of materials
- Low residue rates
- 4 tiered glass separation
- Domestic & International Sales
TotalRecycle is a fully enclosed, innovative, 85,000 sq. ft. facility capable of recycling single and dual streams of materials. This cutting-edge facility is also a bonded and a certified document destruction and shredding operation.
Situated on a 14-acre site, the TotalRecycle facility is the first of its kind in Berks County; it has the latest in automated single stream recycling technology; and at full capacity it can process over 700 tons of single stream recyclables daily.
TotalRecycle accepts and processes from municipalities, waste haulers and businesses a wide variety of recyclables, including plastic #’s 1-7, cardboard (OCC), aluminum, newspaper (ONP), clear and colored glass, steel, tin, e-waste, and aseptics.
TotalRecycle
Service Area

TotalRecycle, Inc.
1270 Lincoln Rd,
Birdsboro, PA 19508
TotalRecycle
Your one stop drop for recycling!

Public Drop Off: Acceptable Items:

Single Stream Recycling

Plastics
#1 PET – POLYETHYLENE TEREPTHALATE (CLEAN SORT)
#2 HDPE- HIGH DENSITY POLYETHYLENE (CLEAN SORT)
#2 HDPE RIGID – HIGH DENSITY RIGID POLYETHYLENE (CLEAN SORT)
#3 V - VINYL or PVC (CLEAN SORT)
#4 LPDE - LOW DENSITY POLYETHYLENE (CLEAN SORT)
#4 LPDE – LOW DENSITY POLYETHYLENE (DIRTY)
#5 PP - POLYPROPYLENE (CLEAN SORT)
#5 PP RIGID – POLYPROPYLENE RIGID (CLEAN SORT)
#6 PS - POLYSTYRENE (CLEAN SORT)
#7 OTHER - MISCELLANEOUS (CLEAN SORT)
MRP – MIXED RIGID PLASTIC (CLEAN SORT)

Metals
UBC – Used Beverage Cans (CLEAN SORT)
FER – Ferrous Metals
Steel Cans
Iron
Bulk Metals
Cast Iron (Pots & Pans)
Non FER – Non Ferrous Metals (Precious Metals)
Brass
Copper
Aluminum
Aluminum Foil

Glass
MIXED COLORED (NON SORTED)
AMBER (CLEAN SORTED)
FLINT (CLEAN SORTED)
GREEN (CLEAN SORTED)
Public Drop Off: Acceptable Items:

Mixed Paper
ONP #8 – OLD NEWSPAPER – POST CONSUMER
ONP #9 – OLD NEWSPAPER – PRE CONSUMER
MP #3 – MIXED PAPER
MP #6 – MIXED PAPER
OCC #11 – OLD CURROGATED CARDBOARD
OCC #12 – OLD CURROGATED CARDBOARD
SOP – SORTED OFFICE PAPER – PRE SHREDDING
SOP – SORTED OFFICE PAPER – SHREDDED
DLK – DOUBLE LINED KRAFT
MAG – MAGAZINES
ASEP – ASEPTIC PACKAGING
BOOKS – Phone Books, hardbacks, soft backs...

Additional items to be considered priced & reviewed for drop off items:

RUBBER
TIRES & HOSES

E-WASTE
MONITORS
CPU
PRINTERS
TUBE TELEVISIONS
TELEPHONES

FABRICS
POLYESTER
KEVLAR
COTTON
VINYL

E-MOTORS
ELECTRIC MOTORS
TOYS
CAR BATTERIES

SMALL APPLIANCES
LAMPS
MICROWAVES
KITCHEN APPLIANCES

LARGE APPLIANCES
WASHERS, DRYERS
STOVES, WATER HEATERS,
AIR CONDITIONERS

MISC
WIRE – COPPER
ANTIFREEZE
MOTOR OIL AND FILTERS
ASPHALT SHINGLES
CONCRETE
COOKING OIL
SHOES
PAINT & THINNER
PROPANE CYLINDERS
PALLETs

REJECTED MATERIALS:
Window Glass
Tempered Glass
Dirt / Sod
Concrete
Bricks
Gravel
Hazardous Chemicals
Refrigerators
Freezers
Dehumidifiers
Radioactive materials
Ammunition & Explosives
Medical Waste
Mattresses
Porcelain
Particle Board
Furniture

TotalRecycle

1270 Lincoln Rd.
Birdsboro, PA 19508
1-866-66-TOTAL
www.jpmascaro.com
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 **25**th day of **July**, 2020 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 Lehigh Valley Transfer Station ("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: 7/01/20 
Title: County Manager

TRANSFER STATION
LEHIGH VALLEY TRANSFER STATION

By: 
Date: 1/27/2020 
Title: General Counsel
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 12th day of February, 2022, 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 Waste River Recycling Transfer Station ("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: 7/01/20  Title: County Manager

TRANSFER STATION

By: ____________________________

Date: 2/12/2020 Title: President
MUNICIPAL WASTE TRANSFER STATION AGREEMENT

Between

Tamaqua Transfer & Recycling Company 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 20th day of July, 2020, 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 Tamaqua Transfer & Recycling Company ("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.

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: 7/20/20

Title: County Manager

TRANSFER STATION

By: ____________________________

Date: 5/11/2020

Title: Supervisor