Appendix A

Delegation Agreement

Delegation Agreement between
Mifflin County and
Mifflin County Solid Waste Authority (MCSWA)

Delegation of Powers Resolution #04-07

AGREEMENT

This Agreement is made this 24 day of February, 2004, by and between MIFFLIN COUNTY, a body corporate and politic, with a principle place of business at 20 North Wayne Street, Lewistown, Mifflin County, Pennsylvania (hereinafter the County)

AND

MIFFLIN COUNTY SOLID WASTE AUTHORITY, a Municipal Authority created under the laws of the Commonwealth of Pennsylvania with a principal place of business at 87 Landfill Road, Lewistown, Mifflin County, Pennsylvania (hereinafter MCSWA);

WHEREAS the County is given the primary responsibility, power and duty to carry out the goals of Act101, known as the Municipal Waste Planning, Recycling and Waste Reduction Act, in the County under 53 P.S. 4000.303.

WHEREAS, pursuant to Section 4000.303 (d), the County has the power to delegate the fulfillment of the County's responsibilities for municipal waste planning and implementation of the approved county plan by written agreement.

WHEREAS, the County has created the Mifflin County Solid Waste Authority (MCSWA), which was organized on December 30, 1975 pursuant to the Municipality Authorities Act of 1945, as amended to , among other duties, operate facilities and equipment for the collection, removal or disposal of waste materials.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed by and between the parties that:

1. The county confers upon MCSWA all of the County's delegable duties and powers pursuant to Section 4000.303(d) of Act 101, including the authority to enforce ordinances, resolutions, regulations and standards promulgated by the county for municipal waste planning and implementation of the county plan; the authority to apply for, accept, and spend grants from the commonwealth as described in Chapter 9 of Act 101; and any other duties created or powers necessary, now or in the future, for MCSWA to regulate municipal waste planning and disposal under Act 101.

2. MCSWA promises to fulfill all duties, use the powers conferred upon it, and to actively enforce compliance of any ordinance, resolutions, regulations and standards promulgated by the County or the Commonwealth of Pennsylvania, to implement and regulate municipal waste planning and the county plan.

FURTHERMORE, the County may enact, and MCSWA shall enforce:

A) An ordinance allowing for MCSWA to charge an administrative fee to cover MCSWA's expenses relating to the solid waste management operations of the County.
B) Any other ordinances as may be needed to further the goals of Act 101 and to aid the County and MCSWA in the fulfillment of responsibilities for municipal waste planning.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals intending to be legally bound hereby.

MIFFLIN COUNTY SOLID WASTE AUTHORITY:

By: _____

FRANK C. WALSH, JR
Print name and title PRESIDENT

By: _____

William E. Koontz
Print name and title SEC. TREAS

MIFFLIN COUNTY COMMISSIONERS:

By: _____

Susan M. McCartney, Commissioner
Print name and title

By: _____

Charles E. Laub, Commissioner
Print name and title

By: _____

Raymond M. Snyder, Commissioner
Print name and title

Delegation Agreement between
Juniata County Board of Commissioners and
Juniata County Conservation District

COUNTY COMMISSIONERS
JUNIATA COUNTY

Commissioners
JEFFREY M. ZIMMERMAN
ROBERT N. REYNOLDS
TERESA J. O'NEAL

Administrator/Chief Clerk
S. JAMES BAHORIK

Solictor
ANDREW WINDER

26 NORTH MAIN STREET • P.O. BOX 68
MIFFLINTOWN, PENNSYLVANIA 17059
Phone: (717) 436-7704 • Fax: (717) 436-7766

December 3, 2013

Mr. Christopher Snyder, District Manager
Juniata County Conservation District
146 Stoney Creek Drive Suite 4
Mifflintown, PA 17059

Re: Recycling Duties Transfer

Mr. Snyder:

This letter is to formally request that the Juniata County Conservation District administer the **Recycling** portion of the Juniata County Solid Waste Plan. The intent of this request is to ensure the continued support and promotion of recycling efforts within Juniata County.

Recycling duties and responsibilities will be closely coordinated with the Juniata County Solid Waste Administrator. It is also the intent of this request that the employees of both the Conservation District and the County will continue to have a close working relationship in order to achieve the most effective program possible.

The transition of duties and responsibilities will become effective **January 1, 2014**.

Sincerely,

Juniata County Commissioners

Jeffrey M. Zimmerman, Chairman

Robert N. Reynolds, Vice Chairman

Teresa J. O'Neal, Secretary

JUNIATA COUNTY
CONSERVATION DISTRICT

146 Stoney Creek Drive, Suite 4
Mifflintown, PA 17059
(717) 436-8953 ext. 5
(717) 436-9128 (fax)

December 30, 2014

Juniata County Commissioners
26 North Main Street
P.O. Box 68
Mifflintown, PA 17059

RE: RE: Recycling Duties Transfer

Dear Commissioners:

On December 10, 2013, The Juniata County Conservation District Board of Directors approved the request for the District to administer the **Recycling** portion of the Juniata County Solid Waste Plan, beginning upon the execution of the Memorandum of Understanding and Attachments, which were submitted to the Commissioners on 11/22/2013.

District staff will coordinate Recycling duties and responsibilities closely with the Juniata County Solid Waste Administrator, and the District and County will continue to have a close working relationship in order to achieve the most effective program possible.

We look forward to the start of this new partnership!

Sincerely,

Christopher B. Snyder
District Manager

Appendix B

Phase I Report

Phase I Report - December 2009

Waste Stream and Revenue Assurance Study

Mifflin County Solid Waste Authority

Phase 1 Report - Final

December 2009

Barton & Loguidice

Waste Stream and Revenue Assurance Study

Mifflin County Solid Waste Authority

Phase 1 Report - Final

December 2009

Prepared For:

Mifflin County Solid Waste Authority
87 Landfill Road
Lewistown, Pennsylvania 17044

Prepared By:

Barton & Loguidice, P.C.
Engineers • Environmental Scientists • Planners • Landscape Architects
1104 Fernwood Avenue
Suite 501
Camp Hill, Pennsylvania 17011

This study was partially funded through an Act 101, Section 901 Planning Grant
from the Pennsylvania Department of Environmental Protection.

Table of Contents

1. Background

Barton & Loguidice (B&L) was retained by the Mifflin County Solid Waste Authority (MCSWA, or Authority) to evaluate the existing waste management system in Mifflin County; to develop strategies to help increase the tons of solid waste entering the Authority's facilities, and; to help identify ways to stabilize and increase net Authority revenues on a short-term and long-term basis.

This study is being conducted in two phases. The findings and conclusions of the first phase of this study, now complete, are presented in this Phase 1 Report. Phase 1 work includes three tasks:

a. Task 1 – Data Gathering and Analysis: Under Task 1, B&L gathered and analyzed background information on the current solid waste marketplace in the Mifflin County region. This analysis considered current Authority operations, operations of others in the regional waste handling industry, prevailing marketplace costs for solid waste services in the region, costs of current Authority operations, competitiveness of Authority fees, and recommendations for possible modifications to Authority programs and costs to become more cost-competitive with the regional marketplace. MCSWA staff prepared cost-impact sensitivities to help B&L assess many operational scenarios for this study.

b. Task 2 – Brainstorm Possible Strategies to Increase Tonnages and Secure Revenues for the Authority: B&L and MCSWA staff jointly conducted a brainstorm session with key stakeholders representing Mifflin County, including participation from the County Commissioners, the County Office of Planning and Development, the County Solicitor, the MCSWA board and staff, and B&L. This Brainstorm session identified strategies and was also used to prioritize these strategies, to help focus the Phase 1 Study on analysis of options that the group more strongly supported, and/or that the group felt had a better chance of implementation success.

c. Task 3 – Phase 1 Report: This report represents an Action Plan and roadmap of recommended steps to be taken, either in Phase 1 or during the Phase 2 follow up to this initial study. This Phase 1 Report summarizes the findings and recommendations of the tasks listed above.

2. Current MCSWA Waste Handling System and Responsibilities

The MCSWA currently provides the following solid waste and recycling functions:

a. Operation of a Waste Transfer and Recycling Depot at 87 Landfill Road, Lewistown PA (off of Route 522 East), that handles waste and recyclables from within and outside of Mifflin County. This transfer station opened in 2005, concurrent with the year in which the Authority's Barner Landfill (on the same site) became full and was closed. Authority staff owns and operates the site, including facility truck scales, the on-site waste transfer and recycling operations, administrative offices, and the closed landfill. The transfer facility's tipping floor is split approximately 50/50 between waste transfer and recycling/baling operations. The waste transfer station has a multi-door access to its tipping floor, with a single open-top trailer loading operation. Full and empty trailers are jockeyed between the transfer station and a staging area on-site, before being hauled to a landfill for disposal. At the outset of the Phase 1 Study, two part-time Authority staff operated the truck scales, and five and a half Authority staff ran the waste transfer and recycling operations and provided post-closure care at the landfill (see Item 2.f below).

   Full transfer trailers are hauled under contract (combined hauling and disposal contract, bid out competitively) by Waste Management (WM) to the Laurel Highlands Landfill (Primary Accepting Facility), located approximately 100 miles to the west of the transfer station. The hauling/disposal contract also identifies WM's Southern Alleghenies Landfill and Shade Landfill as Alternate Facilities for disposal of Mifflin County waste. This contract between the Authority and WM expires on December 31, 2014, and carries two additional potential 5-year renewal periods.

   Select loads of waste, when dumped onto the transfer station tipping floor, are screened and "picked" for recyclables by Authority staff, and these materials are placed off to the side and accumulated. The recycling half of the facility also accepts and processes the contents of recyclables drop-off bins that the Authority has located at sites throughout the County. A large baler in the Recycling Depot is used to consolidate segregated recyclables; bales are loaded onto trucks and shipped off-site to markets.

b. Servicing of approximately 32 recyclables drop-off sites (approximately 52 setout bins total) in Mifflin County. Host site owners call the Authority when bins are full, and Authority staff picks up a full bin and replaces it with an empty one. The full bin is brought back to the Recycling Depot for consolidation as described above, or is taken to another location for further processing by the private sector. Since most municipalities in Mifflin County are not mandated to curbside-recycle under Act 101 (due to low population and/or sparse density), the availability of recycling bins throughout the County provides convenient access to recycling for most of the County's residents. At the commencement of the Phase 1 Study, the Authority did not charge any fees for recycling bin placement or servicing.

c. Serving as the designated agent in Mifflin County to carry out the County's duties and responsibilities under Act 101. Through a delegation agreement with the Mifflin County Commissioners and the Authority, the Authority carries out various Act 101 waste management planning and recycling functions on behalf of the County.

d. Providing the duties of the County Recycling Coordinator, with up to 50% reimbursement from PADEP for time spent on recycling duties within Mifflin County.

e. Administration of the MCSWA functions. This includes contracts management, staff coordination, payroll and accounting, billings, interaction with the Board of the Authority, public interaction and outreach, and similar functions. At the time of commencement of the Phase 1 study, MCSWA administrative staff included a full-time Executive Director, a full-time administrator, and one part-time office support person (with the other part of this person's time dedicated to scale operations).

f. Providing post-closure care of Mifflin County's Barner Landfill, which opened in 1981 and was closed in 2005. This landfill first served the citizens and businesses of the Borough of Lewistown exclusively for 7 years, and then the landfill was purchased and operated by the Mifflin County Solid Waste Authority, handling waste primarily from Mifflin (and Juniata) Counties, for nearly 18 additional years. As the Barner Landfill was being filled, earlier studies determined that further expansion of this landfill, as well as development of a new county landfill, were not feasible options for the MCSWA. Funds set aside (during active landfill operations) for closure and post-closure care were used for proper landfill closure, but

were inadequate to fund continued post-closure responsibilities (a minimum 30-year PADEP-mandated responsibility). Landfill post-closure activities are currently funded through the Authority's tipping fee at the waste transfer station.

3. Present Tonnage and Financial Status at Phase 1 Study Commencement

With the closure of the Barner Landfill in 2005 and the opening of the MCSWA Transfer Station and Recycling Depot in the Fall of 2005, the Authority can no longer handle all materials that the landfill once processed (i.e., dewatered sewage sludge, some residual wastes, and construction/demolition waste). This, along with the current economic recession (i.e., normal municipal waste generation is down some, and construction/demolition waste generation is significantly lower), and with modified hauling patterns from major haulers in the area, has resulted in a reduced amount of waste being brought to the MCSWA site.

Circa 2003, MCSWA offered a volume discount program that benefited major haulers by offering reduced tipping fees in return for a commitment from a hauler to deliver greater waste volumes to MCSWA's facilities. Several haulers entered agreements with MCSWA. However, with the impending closure of the Barner Landfill, large volume haulers showed little interest in recommitting to this volume-discount contract when it came up for renewal around 2005.

Since then, some major haulers operating in Mifflin and Juniata Counties have been taking significant quantities of waste to other, out-of-county, transfer stations or landfills. Cocolamus Creek assumed the collection routes of Dynamite Disposal (a major Perry County waste collector that was shut down due to environmental violations) in 2007-08, and has restructured its collection routes to apparently redirect some of its collected regional waste (possibly from Juniata County, etc.) to Interstate Waste Services' (IWS) Cumberland County Landfill in western Cumberland County. Park's Garbage Service increased its hauling of Mifflin County waste to its own private transfer station in Huntingdon, PA (Huntingdon County). Smaller haulers, the Borough of Lewistown (the only public hauler in Mifflin County), and self-haul waste are still generally being brought to the Authority's transfer station, as well as some (commercial) waste from larger haulers.

The combined impact of these major waste redirections and more restrictions on the types of waste that can be handled by the transfer station, along with lower municipal waste tonnages being generated (due to current economic conditions) have resulted in a significant reduction in waste tons delivered to MCSWA, from

approximately 45,000 tons per year (tpy) in 2000 (when the Barner Landfill was open) to less than 30,000 tpy in 2008. This, in turn, has significantly impacted MCSWA's revenues.

This overall loss in tonnage in MCSWA's system has resulted in a recent negative cash flow to the Authority's operation, where costs exceed revenue. Current shortfalls have been made up through Authority reserve funds. The Authority's reserve funds are limited, and this situation is not sustainable. The financial imbalance must be corrected for the Authority to remain a viable operation in the near-term and longer-term.

A no-change or "do-nothing" alternative would require a continuation of significant transfers of reserve funds to balance the budget, and therefore is not a sustainable option.

4. Available Tonnages for Processing

B&L conducted an assessment of available tonnages for processing in the region. This topic can be more difficult to understand at times, due to the apparent misidentification of county-of-origin of waste by haulers that bring loads to disposal sites. However, it is important to identify the maximum tonnages that may be available to Mifflin County from the region. Appendix A contains the results of this B&L analysis.

5. Marketplace Competition for Waste

B&L conducted a phone survey of disposal prices at transfer stations and landfills in the region. MCSWA staff also provided disposal cost input to this analysis. The results of this survey are presented in Appendix B.

Figure 1 illustrates the location of transfer stations and landfills within the central Pennsylvania region. It is notable that Mifflin County's standard "Gate Rate" tipping fee for commercial haulers ($64) is competitive with the reported gate rates at the four closest transfer stations: Park's, Huntingdon - $66; Centre County - $70; Diller, Cumberland County - $88; and Sunbury - $81. Landfill disposal fees are typically somewhat lower than these (because hauling is not included, only disposal), but the landfills are located more remotely from Mifflin County, and hauling costs to them are more expensive.

Typically, larger haulers pay tipping fees that are discounted off these reported gate rates. Mifflin County is now (through this study, as will be further described) starting to provide similar discount programs to large haulers, to stay competitive in the marketplace.

6. Brainstorm Session - Targeted Waste Attraction and Financial Assurance Strategies

Approximately a dozen "stakeholders", representing the groups listed in Section 1 of this report, held a brainstorming session on May 11, 2009 to help identify and prioritize potential strategies to help secure more waste and stabilize/ increase net revenues in the MCSWA's system. A total of over 25 potential strategies were identified by the group. These strategies were segregated into Tier 1 – "Best Prospects", Tier 1 – Other, Tier 2, and Tier 3 strategies. A summary of all strategies identified during the brainstorming session is presented in Appendix C. These strategies are further summarized in outline form below.

The **selected Tier 1 – "Best Prospects" Strategies**, the primary focus of this study, are as follows:

a. Voluntary talks and agreements with major private haulers to bring additional wastes to the transfer station.

b. Establishment of tipping fees and fee structures at MCSWA that are competitive with the free market "regional marketplace" for waste hauling and disposal alternatives.

c. County support of some MCSWA costs, possibly with general fund support/millage assessment.

d. Assessment of the applicability of a new administrative fee at the County for waste disposal and recycling services, if authorized by new proposed state legislation.

e. Encouragement of local municipal bidding for waste collection and disposal, with the MCSWA site designated in the bid documents for delivery of waste.

f. Joint planning and cooperative efforts with Juniata County to direct that county's waste to MCSWA facilities, as has been done in the past.

Other Tier 1 strategies that were identified by the stakeholders as important included:

a. Modification to the current WM hauling and disposal contract for waste leaving the transfer station, possibly including volume discounts, to allow pass-through of these savings to MCSWA's large-volume customers.

b. Determination of current marketplace disposal costs (the competition).

c. Evaluation of current MCSWA costs and revenues, and analysis of ways to reduce these costs (including a possible reduction of services, refinancing of debt obligations, and renegotiation of WM contract costs) and/ or increase revenues.

d. Assessment of the "do-nothing" option (for comparison purposes only, not as a recommended strategy – as noted earlier, this is not a sustainable option).

e. Consideration of a system fee to be added to the tipping fee at the transfer station.

f. Consideration of implementing County-wide flow control, taking advantage of the 2007 U.S. Supreme Court Oneida-Herkimer ruling, which allows waste flow control to publicly-owned waste management facilities under certain situations.

g. Mandatory waste collection ordinance (this ordinance is already in place).

h. Encouragement of direct disposal contracting between MCSWA and municipalities (in conjunction with possible municipally-bid collection contracts).

i. Reestablishment of flow control measures in Juniata County to direct waste to the MCSWA (could be used in conjunction with Mifflin County flow control provisions mentioned above).

j. Encouragement of Juniata County municipal bidding for waste collection and disposal, with the MCSWA site designated for disposal.

Approximately ten Tier 2 and Tier 3 strategies were also identified, and these are also documented in Appendix C. This Phase 1 Study focused on the consideration of selected Tier 1 strategies, with the hope and intent that the goals of the study could be accomplished by implementing a combination of higher-tier options. Some of the lower-tier strategies have, in fact, been considered as part of the Tier 1 strategies analysis, where appropriate.

7. Further Development of Selected Tier 1 Strategies

B&L worked with MCSWA staff to evaluate and jointly develop favorable strategies to secure/ increase waste deliveries, to secure/ increase revenues, and to reduce costs. Significant background analysis and development of these prospective strategies occurred, and is summarized as follows:

a. <u>Volume Discount Contracts/ Competitive Market Fees/ WM Disposal Contract Negotiations</u>: MCSWA staff and B&L met repeatedly with multiple large volume haulers, to negotiate terms of a multi-year waste delivery commitment

at discounted tipping fees. By having haulers commit large waste tonnages to the MCSWA, the Authority can, in turn, offer more competitive tipping fees to large-volume haulers. A key component of these negotiations has been the parallel negotiations between B&L/MCSWA staff and Waste Management, to secure better hauling/disposal tipping fees (for delivery of greater tonnages) and to limit COLA increases and fuel surcharges in future years; these savings can then be passed through to MCSWA's customers. The large hauler and WM negotiations occurred over several months in 2009, and resulted in adjustments to WM's existing contract rates for increased tonnage waste deliveries from the MCSWA transfer station. Coupled with other Authority savings, MCSWA has, in turn, been able to offer large-volume contract discounts to its customers.

MCSWA discounts are available to any hauler that commits to delivering at least 10,000 tons per year of waste to the transfer station for three years. Maximum discount rates are available with the delivery of guaranteed volumes of greater than 16,000 tons per year. To date, Park's Garbage Service entered a large-volume discount agreement (starting October 2009) with MCSWA, and Cocolamus Creek is expected to enter a large-volume discount contract with MCSWA by January 1, 2010. **These voluntary large-volume contracts have significant beneficial impact in both stabilizing/ increasing Authority tonnages and in stabilizing/ increasing net Authority revenues, and are probably the most significant positive outcome of the Phase 1 Study.**

As further discussed in Item 7.g below, the Authority has also identified and incorporated other internal Authority cost-cutting measures, to help better-control its costs for services to all customers (both large and small) that utilize the MCSWA transfer station. No changes to the current "gate rate" tipping fees at the MCSWA transfer station (for tonnages below 10,000 tons per year from a commercial hauler) are currently envisioned, but all haulers can benefit from reductions in Authority costs, stability in its tonnages, and better terms of the Authority's disposal contract with WM. Also, the Authority's normal gate rates are competitive with other options available to small haulers in the immediate region, and offer increased local convenience. Any hauler can, of course, take advantage of the Authority's volume-discount program upon committing to deliver a minimum of 10,000 tons per year of waste to the MCSWA transfer station.

b. Establish Flow Control Backup Implementation Documents and Procedures in a County Plan Update: Large-volume haulers were not willing to enter a contract for more than three years with the Authority. There is a risk that, as

has happened in the past, these large-volume haulers may not be willing to renew these contracts with the Authority. To plan for this contingency, the Authority staff and B&L have agreed that implementation documents to establish waste flow control, compliant with the new U.S. Supreme Court Oneida-Herkimer ruling, should be prepared as a "fall-back" tonnage delivery assurance strategy in a new Mifflin County Plan Update. This would serve as a "belt-and-suspenders" approach that could be implemented in the future, if the large hauler contracts fall through at some future time. The development of flow control implementation documents now, using approved Act 101 Section 901 planning grant funds through PADEP (which reimburse up to 80% of Plan Update costs), is a cost-effective and prudent step to take now, to provide complementary strategies to guarantee waste deliveries to MCSWA over the long run. As long as the large volume discount program continues to be successful in securing commitments for adequate waste tonnages and revenues, it is not anticipated that the flow control documents would need to be enacted by Mifflin County.

c. County Funding Support of Some MCSWA Operations (i.e., landfill post-closure care): The Barner Landfill, which dutifully served the municipal and residual waste disposal needs of Mifflin County's residents and businesses for nearly 20 years, is in a regulated 30-year post-closure care mode. Groundwater and leachate sampling, cap maintenance, and other activities are provided by MCSWA staff and outside consultants, at a current cost of $60-80,000 per year. Since reserve funds are not available to fund these activities, it is necessary to add these costs to the annual operating costs of the Authority, and to cover them through increases in the tipping fees at the transfer station. These additional costs add $1-2 per ton to the transfer station's gate rates, and are contrary to the Authority's goal of providing area haulers with more competitive tipping fees in the marketplace. If these costs could be funded through an alternate source, this would give the Authority greater ability to remain competitive in the marketplace.

   Mifflin County, the ultimate guarantor of MCSWA facilities, currently assesses a 12.62 County Real Estate Tax millage rate on real property in the County; the legal limit is 25 mils, plus an additional 5 mils, if needed, upon court appeal. B&L estimates that if the County real estate tax millage were increased by one-tenth of one mil, and the additional tax revenue dedicated to landfill post-closure care, this could generate sufficient additional revenue to cover current Barner landfill post-closure activities, thereby reducing Authority costs. Also, this would allow the Authority to begin setting aside funds for

capital replacement (which is not currently being done), and/ or to pass on these savings in the form of lower tipping fees to customers. This would help the Authority continue to attract customers and revenues to its site. An analysis of types of taxing powers available to Mifflin County to help support Barner Landfill post-closure is presented in Appendix D.

It is recommended that the Authority initiate talks with the Mifflin County Commissioners on the topic of encouraging the County to consider assuming financial responsibility for post-closure care costs at the Barner Landfill. Even if this cannot occur initially (due to the current poor economic conditions and lower tax revenues at the County level), it is recommended that it become part of a long-term strategy to control Authority costs and assign post-closure costs to the County directly. Authority staff and its consultants can continue to provide the actual post-closure services.

d. New Legislation Authorizing Recycling/Administrative Fees at the State Level: This proposed legislation, allowing up to $4 per ton of administrative fees to be charged by counties to help fund local waste and recycling programs, is stalled along with other critical Act 101 legislation, due to the recent state budget impasse and resulting state legislative delays. The most critical piece of outstanding Act 101 legislation under consideration by the state General Assembly and Senate is the reauthorization of Act 101 recycling and other fees at disposal sites, currently scheduled to expire on December 31, 2011. Should these fees not be reauthorized, many of the state's current solid waste planning and recycling programs will be adversely affected. This reauthorization is expected to take precedence over the proposed Administrative Fee legislation, and is not expected to occur until at least mid-2010. B&L continues to monitor these pieces of legislation, but feels there is no reason to believe the Administrative Fee bill will be passed into law any time in the near future. Thus, current, short-term financial planning must rely on other measures.

e. Municipal or Joint Municipal Bidding for Collection/ Disposal Services, with MCSWA as the Designated Delivery Site: B&L has determined that for the half-dozen or so more densely populated municipalities in the County, joint bidding for services can improve efficiency of waste collection, can result in cost savings to residents and small businesses, and can be used as another tool to help secure waste to the MCSWA transfer station at the municipal level. Appendix E contains an analysis of the benefits of joint bidding for waste collection and disposal services for these municipalities. It is recommended that the Authority continue to work with interested municipalities to help

implement these measures where feasible. It is noted that with the new large-volume tip fee discount structure offered at the MCSWA transfer station gate, much waste from the area will most likely be attracted to the transfer station with or without these municipal or multi-municipal contracts. The prime benefit of municipal bidding may be better efficiency, guaranteed collection service, and lower collection costs to homeowners and businesses.

f. Joint Cooperative Planning Efforts with Juniata County: B&L and Authority staff met with both the Mifflin County and the Juniata County planners early in the Phase 1 study process, to pave the way for possible cooperative efforts (based upon the findings and recommendations of the Phase 1 Study). Now that this study is complete, these cooperative solid waste planning efforts should be further discussed, to confirm whether there is mutual benefit to enter a cooperative plan update effort. Provision of economical waste disposal services to Juniata County, possible expansion of Authority recycling drop-off services into Juniata County, and a more efficient and economical plan update effort, are several areas where Juniata County may benefit from joint planning with Mifflin County. Therefore, it is recommended that this study be shared with Juniata County, and that discussions continue regarding a joint Solid Waste Plan Update effort between Mifflin and Juniata Counties in 2010.

g. Costs Review and Control at the MCSWA: B&L's review of the current Authority budget reveals that many steps have already been taken to control or reduce costs (these are presented below), and that options are limited on making further cuts. Other than personnel adjustments, the current Authority operating budget is very tight, and does not currently set aside funds for upcoming needed capital repairs and replacements.

   i. Recent Authority Cost Controls: Over the past 1-2 years, the Authority and its staff have taken numerous steps to control costs. Some of the recent cost-control and reduction measures reported by the Authority staff have included:

   - 1/1/09 all longevity bonuses frozen (later awarded at a much reduced rate of 2%)
   - 1/1/09 eliminated performance bonuses
   - No pay increases for several years
   - 1/1/09 no cola
   - 1/1/09 Cut one full-time operation staff
   - Refinanced the transfer station to a longer term, to cut the amortization costs per year on payback

- Thorough evaluation of company insurance and workers compensation, which cut costs by $25,000
- Hired B&L under a 901 planning grant to assist with evaluation, develop future solutions to tonnage and revenue issues, conduct future planning
- Evaluated utilities and implemented controls to keep costs down
- Quarterly sewer costs are closely monitored to ensure proper meter operation and hence lower bills, has been a problem in past
- Preparing permit modification to reduce ground water sampling under future post closure costs
- Conducted efforts to maximize Act 101 recycling performance grant income and eligibility to receive more grant money
- Reduced lunch times from 1 hr to ½ hr daily for all staff

ii. Additional Cost Controls: The Authority staff has identified further means to reduce costs in the Authority's operating budget, including:

- A thorough evaluation of benefit providers and costs, to keep them down as much as possible. A change in health insurance provider is underway.
- Sale of excess rolling stock on the site, for a one-time salvage revenue. Approximately $40,000 +/- was netted through these efforts.
- Initiation of "pull fees" to help offset the costs of recyclables bin servicing at sites throughout the County, and to allow users to more fairly support some of the costs of the recycling bin services. Private haulers already charge fees for bin service, so this is generally accepted in the marketplace. A $25 per pull fee has been initiated by MCSWA, effective January 1, 2010, and all current host sites for MCSWA dropoff bins have been notified of the new service fees. Some reduction in the number of participating hosts is expected due to this change.

iii. Personnel Evaluations: In addition to other cost cutting measures, B&L evaluated the Authority's current staffing levels and duties, and observed operations at the transfer station and recycling depot. At the outset of the study, the MCSWA site staffing included an Executive Director, an Office Manager/Administrator, a part-time Office Assistant, two part-time scale operators (one is the remaining "part-time" of the Office Assistant), an Operations Supervisor, and four full-time and one part-time Workmen, for a total of eight full-time and two part-time staff. Based on B&L's observations at the site and in consideration of its

professional experience in operations at other transfer stations (some much larger than Mifflin County's operation), B&L determined that the MCSWA waste transfer, recycling, and post-closure care operations can be run by a smaller staff. These staffing modifications are necessary to help bring the Authority's budget within affordable levels, and to allow the Authority to redirect excess personnel funds to a new reserve fund, to begin to finance necessary scheduled and unscheduled facility and equipment improvements and maintenance. A detailed summary of findings and recommendations from this Authority Operations and Staffing Analysis are presented in Appendix G.

Specifically, B&L recommends the shifting of the Executive Director (ED) position from full-time to either a part-time staff position, or, if the ED position is vacated, to reassign current ED engineering duties to an outside-consultant contract. If the ED position is vacated, County Recycling Coordinator duties of the current ED will need to be shifted to another MCSWA staff member. In addition to the ED change, B&L recommends the elimination of one full-time Workman position, and consideration of either eliminating a second Workman position or shifting this second Workman to part-time status. The first Workman elimination should occur now (see Section 9.c below, for status report). The timing and final decision on whether to modify or eliminate the second Workman position may best be delayed until the impacts of the large-volume increases in tonnages at MCSWA on staffing needs at the site are fully determined. The combination of these two recommended personnel changes (ED plus Workman #1) is expected to immediately save the Authority on the order of $100,000 +/- in annual direct salary and benefit expenses.

It should be noted that there are some preliminary discussions about interest from a private company, EarthCare, in establishing a vermicomposting facility (and eventually other operations) on the Authority's site, and potentially utilizing Authority staff to operate this plant (one full-time and one part-time staff position may be needed for this operation). It is recommended that the Authority assess revised staffing needs if and when this project moves forward. Clarifying, it is still recommended that the initial ED and Workman #1 staff modifications staff cuts be enacted at this time, to address the current critical cash-flow situation at the Authority.

8. Financial Impact of Study Recommendations

B&L and MCSWA staff believes that with various staffing and other financial changes described in this report, the Authority is in a position to create a balanced budget, one that begins to replenish reserves and fund necessary repairs. Appendix F contains two Authority budget summaries, the first prepared in April of 2009, reflecting a significant infusion of reserve funds to make the annual budget balance, and the second a revised 2010 budget, incorporating all of the recommended cost-cutting and revenue-increasing measures described in this Phase 1 Report. As the 2010 budget shows, the Authority now projects a small budget surplus that can be placed in a capital replacement and repair account. This reflects potential attainment of this study's financial goals.

However, this study acknowledges that some Authority costs do not reoccur every year, and some scheduled equipment repairs need to take place in the coming years. Also, unplanned repairs and expenses can occur at any time, and state recycling fund support is questionable in the future. A diligent multi-year budgeting process needs to be conducted by the Authority each year, to identify any additional measures that may need to be taken to contain costs, increase revenues, maintain budget controls and produce a balanced-budget operation. If a balanced or positive budget can be maintained in future years, as is projected for year 2010, **the MCSWA Transfer Station and Recycling Depot should continue to be available to serve the solid waste management and recycling needs of the region's residents and businesses for years to come.**

9. Recommended Implementation Steps to Attain Study Goals (AND STATUS)

a. Execute the new Volume Discount Contract with large volume eligible haulers. PARK'S SANITATION CONTRACT EXECUTED, COCOLAMUS CREEK CONTRACT EXPECTED SOON.

b. Implement the "pull fees" for recyclable bins at commercial and school sites throughout the County. FEES IMPLEMENTED JANUARY 1, 2010.

c. Implement Personnel changes as recommended in study. EXECUTIVE DIRECTOR POSITION BEING VACATED AS OF 12-31-2009, AND ENGINEERING PORTIONS OF SERVICE TO BE CONTINUED THROUGH A THREE-YEAR CONSULTING CONTRACT STARTING 1-1-2010. WORKMAN #1 POSITION ELIMINATED 11-2009. ANY FINAL DECISIONS ON FURTHER STAFFING CHANGES TO BE MADE SUBJECT TO FUTURE ASSESSMENT OF STAFF NEEDS/ DEMANDS.

d. MCSWA staff to continue investigating ways to lower costs of benefits/ other operating costs of the Authority. AUTHORITY IS IMPLEMENTING NEW HEALTH BENEFIT CARRIER EFFECTIVE 1-2010.

e. Confirm financial assumptions for determining a revised 2010 budget. DONE – APPENDIX F.

f. Begin to allocate funds, as available, to rebuilding reserves and funding of capital replacement and maintenance. BUDGETED FOR 2010.

g. The Authority should meet with the County Commissioners to request consideration of the County establishing funding for post-closure maintenance of the Barner Landfill, if not near term, then long-term.

h. The Authority should execute the PADEP grant agreement to receive 901 planning grant funds for Phase 1 and Phase 2 of this study. EXECUTION OF THE GRANT AGREEMENT BY THE AUTHORITY IS SCHEDULED FOR 12-15-2009.

i. Schedule the Phase 2 Mifflin County Plan Update process to document and implement recommendations of the Phase 1 Study. (a winter/spring 2010 plan update start date, and a 2010 plan preparation timetable is recommended).

j. Coordinate with the Mifflin County Planning Office the update to the Mifflin County Municipal Waste Plan, to accommodate provisions for flow control documents, if needed, as a backup to the currently proposed volume discount program. Incorporate other Phase 1 Report recommendations as appropriate. This planning effort can also include the development of template documents to assist municipalities with bidding for waste collection and disposal services, outreach to support those efforts, etc.

k. Discuss/ encourage joint county municipal waste management planning with Juniata County, with potential common planning goals and strategies to support the MCSWA facilities. A follow-up meeting should be scheduled soon to further discuss this.

l. Continue to monitor the status of proposed state legislation on recycling/ administration fees, and if enacted (or not enacted) into laws by the state, consider incorporating such fees (or adjusting to the loss of recycling fees, if not reauthorized) in the Authority's budgeting and rate structure as appropriate.

m. Perform multi-year Authority budget forecasts, to anticipate and address upcoming issues before they become liabilities or cash-negative situations.

n. The outgoing Authority Executive Director is currently designated as the Recycling Coordinator for receipt of 50% matching 903 reimbursement of salary-related costs (for conducting recycling duties) from PADEP. In order for the Authority to continue to receive 903 funds, it needs to name a replacement Mifflin County Recycling Coordinator. Based on the current staffing, the logical and recommended choice for this Recycling Coordinator designation is the current Authority Office Manager.

o. With the upcoming loss of the Authority's Executive Director, it is recommended that the Authority name a "General Manager" from the remaining staff, to maintain a continuity of Administrative and Operational duties. This General Manager would be in charge of all Authority staff, as the outgoing Executive Director has done. Based on the delegation of the outgoing ED's duties to others (i.e., those that are not covered under the new consulting engineering contract) and the revised duties of all other staff due to the current staffing cuts, the logical choice and recommendation for this position is the current Office Manager.

p. It is noted that since the recommendations of this Phase 1 Study are for the current Office Manager to assume both the additional duties of the Recycling Coordinator and of the General Manager, and since the Authority does not have the funds for any pay increases commensurate with these new job duties, the Authority should consider assigning the company vehicle held by the outgoing ED to the New General Manager (current Office Manager) as compensation. (Note - The Operations Supervisor currently has a company vehicle as well).

Appendix A

Waste Tonnage Gathering and Analysis Report

Appendix A

Waste Tonnage Data Gathering and Analysis
Mifflin County Solid Waste Authority

1.0 Introduction - 2009 Waste Stream and Revenue Assurance Study

Mifflin County is exploring options and solutions to their waste tonnage issues, and is identifying ways to stabilize/increase their revenues. Barton and Loguidice (B&L) was hired in 2009 to help the Authority address these issues. A good understanding of the available tons of waste being generated in Mifflin County and the surrounding counties within the regional waste management marketplace is key to identifying potential waste quantities that may be available for delivery to the Mifflin County Transfer Station. This analysis allows B&L to evaluate Mifflin County's current wastestream (MSW, C&D, Residual, and Recyclables), and to better understand potential reasons for tonnage and revenue losses. Tonnage data summary tables are presented at the end of this appendix, as Tables A-1 through A-4. This information is referred to throughout this appendix.

2.0 Mifflin County Waste Stream

According to the Authority's records, the Mifflin County Barner Landfill accepted approximately 34,000 tons of Mifflin County solid waste in the year 2004. In 2008, the Mifflin County Transfer Station received approximately 20,000 tons of Mifflin County solid waste. The amount of Mifflin County waste received by the Authority has decreased by approximately 14,000 tons over the past four (4) years.

In Mifflin County's 2003 Municipal Waste Management Plan, the estimated population for year 2000 was 46,486. Using year 2000 gross discards estimates (this tonnage includes MSW, C&D waste, and recyclables) and the year 2000 county population, the gross waste generation rate in Mifflin County was calculated at 0.979 tons per capita per year. The generation rate excluded sewage sludge (i.e., biosolids) and other special handling waste.

The estimated year 2008 population for Mifflin County, according to the US Census Bureau, was 46,062. Using the estimated population and the same 0.979 tons per capita per year value, the 2008 gross discards for Mifflin County were estimated to be approximately 45,000 tons. The 2003 Plan projected a recyclables diversion rate for 2008 of 33%, resulting in a projected net discard of 30,000 tons (MSW and C&D waste). According to the PADEP Waste Destination and Origin Reports, the actual 2008 gross discards for Mifflin County were 44,000 tons. This is approximately 1,000 tons less than the estimated 45,000 tons gross discards estimates. The total net discards (after recycling) for Mifflin County for the year 2008 were 39,000 tons, according to the PADEP Waste Destination and Origin Reports. This is approximately 9,000 tons more than projected above in the 2003 Plan. The large difference between the projected net discards and the actual net discards was due to the actual recycling rate in 2008. The recyclables diversion rate did not grow to 33% in 2008 (as was projected in the 2003 Plan), but was actually 12%.

Overall, the amount of waste generated in Mifflin County, according to the PADEP Waste Destination and Origin Reports, was consistent with the long range waste generation estimates documented in the 2003 Municipal Waste Management Plan.

Based on this conclusion, B&L researched the destination of the remaining Mifflin County waste (not being received at the Mifflin County Transfer Station), the haulers who were transporting this waste away from the Mifflin County Transfer Station, other available waste within the regional marketplace, and the options available to the Authority for recovering the waste and producing revenue for the Authority.

According to the Authority's records, the volume of Mifflin County MSW handled by the Mifflin County SWA has decreased by approximately 4,000 tons over the past four (4) years. The volume of Mifflin County residual waste received at the Mifflin County Transfer Station has decreased by approximately 12,000 tons over the past four (4) years due primarily to restrictions in the Transfer Station Permit (versus the Barner Landfill Permit). The volume of Mifflin County C&D waste received at the Mifflin County Transfer Station actually increased by approximately 800 tons over the past four (4) years.

Municipal Solid Waste Generation

According to the Authority's records, the volume of Mifflin County MSW handled by the Authority has decreased by approximately 4,000 tons over the past four (4) years. In 2004, the Mifflin County Barner Landfill was receiving approximately 18,000 tons of Mifflin County MSW. In 2008, the Mifflin County Transfer Station received approximately 14,000 tons of Mifflin County MSW.

The volume of MSW generated in a County is dependent upon the population of the County. As populations increase and decrease the MSW will increase and decrease, respectively. The population of Mifflin County has remained relatively consistent over the past four (4) years, which concludes the MSW volumes should have remained consistent as well.

Sandy Run Landfill provided the Mifflin County SWA with tonnage data from April 2008 to March 2009. During this time, Park's Garbage Service delivered approximately 10,600 tons of Mifflin County waste to the Sandy Run Landfill. B&L believes a portion of the 10,600 tons currently lost through Park's Garbage Service is MSW that was previously brought to the Authority. For this reason, B&L concluded that this 4,000 tons, and up to 10,600 tons, of Mifflin County MSW currently being lost by the Authority's system can potentially be recovered through discussions with Park's Garbage Service.

Residual Solid Waste Generation

Residual waste is non-hazardous solid waste produced by industrial processes such as manufacturing, mining, and food processing and by agricultural operations. Residual waste may vary due to industrial process changes (i.e. source reduction of waste), industrial closure and/or development, as well as economical influences on industrial processes. As industries within Mifflin County decrease the current waste generation at the source by recycling more, the Authority may see a decrease in net residual waste disposal. Additionally, the residual waste volume may decrease when industries move out of Mifflin County. Similarly, the economy and prosperity have an effect on the industrial processes. Industries may minimize production during a slowed economy and/or a decrease in prosperity, thus generating less residual waste.

In Mifflin County, a slowed economy, source reduction and limitations due to the Transfer Station waste permit may account for the reduced residual waste volumes seen at the Barner Landfill in 2004 versus the Transfer Station in 2008. In 2004, the Mifflin County Barner Landfill was able to accept all forms of residual waste. Currently, the Mifflin County Transfer Station can only accept the approved types of residual wastes as outlined in the Transfer Station's waste permit. The amount of residual wastes accepted at the Mifflin County Transfer Station decreased approximately 12,000 tons per year. The reduced residual waste volumes are due, in large part, to the limited types of residual wastes accepted at the Mifflin County Transfer Station. The Authority may be able to recover some of the residual waste tonnages currently being lost by negotiating with haulers and/or industries, but may also require modifications to its operating permit.

Construction Waste Generation

It was noted in the 2003 Municipal Waste Management Plan that C&D materials such as wood, bricks, concrete, and asphalt are potentially recyclable. An undetermined volume of C&D waste materials may be diverted, annually, from the County's wastestream through recycling and/or reuse.

According to the Authority's records, the volume of Mifflin County C&D waste received at the Mifflin County Transfer Station in 2008 increased since 2004. C&D generation was estimated to increase, according to the 2003 Municipal Waste Management Plan, from approximately 7,200 tons in 2000 to approximately 8,100 tons by year 2020 (at 0.155 tons per capita per year). Using the 0.155 tons per capita per year and Mifflin County Department of Planning and Development's population growth estimate, the projected C&D generation in year 2008 was 7,569 tons. The amount of C&D waste generated in Mifflin County in 2008 was approximately 5,000 tons. The volume of C&D waste generated in 2008 was less than the estimated volume based on 2003 assumptions.

C&D waste tonnage is economically driven. Counties generate a higher rate of C&D waste when the economy is thriving, and generate decreased volumes when the economy slows. The US housing industry has been slow for the past 2-3 years, and the

current recession has caused a downturn in all construction and demolition activities. The slowed economy is one explanation for the actual tonnage of C&D waste in 2008 being less than the projected tonnage of C&D waste in year 20008. Other reasons for a decreased volume of C&D waste are waste diversion through recycling and reuse of such materials, as well as the inability to process some forms of C&D waste at the Mifflin County Transfer Station. Still, the amount of Mifflin County C&D waste actually delivered to the Authority's transfer station has increased slightly from the C&D deliveries from Mifflin County to the Barner Landfill in 2004.

3.0 Juniata and Perry County Waste Streams

In the year 2004, the Mifflin County Barner Landfill accepted approximately 13,000 tons of Juniata County waste. In 2008, the Mifflin County Transfer Station received approximately 9,500 tons of Juniata County waste. The Mifflin County Transfer Station lost approximately 3,500 tons of Juniata County waste over the past four (4) years. The majority of this waste, approximately 2,700 tons, is MSW.

This is a significant concern for the Authority, as its facilities (first the Barner Landfill, and now the Transfer Station) have served Juniata County's needs for the past 20 years. The Authority relies on tonnage deliveries and gate fee receipts from Juniata County to help support its daily operations. A loss of Juniata County waste tonnages at the Authority's gates makes it more difficult to operate and offer competitive tipping fees to all of its users.

According to the PADEP Waste Destination and Origin Reports, the total amount of waste generated in Juniata County went from 24,000 tons in 2004 to 7,400 tons in 2008. That is a decrease of approximately 16,600 tons over the past four (4) years (which is highly improbable). Using information obtained from the PADEP Reports, Juniata County lost approximately 11,600 tons of MSW waste between 2004 and 2008. However, MSW tonnages are usually dependent upon population. The population of Juniata County has remained consistent between the years 2004 and 2008. Thus, the volume of MSW generated in Juniata County should have also remained relatively constant between the years 2004 and 2008.

In addition to MSW, the reduced Juniata County waste tonnage includes C&D waste and residual waste, which as mentioned earlier, are variable waste streams dependent upon industry and economy. The volume of Juniata County C&D waste decreased by approximately 1,000 tons between the years 2004 and 2008. The volume of Juniata County residual waste decreased by approximately 4,000 tons between the years 2004 and 2008.

It is B&L's belief that Juniata County MSW is being picked up prior to Perry County MSW and all reported as Perry County MSW in mixed loads that are disposed of by certain haulers at the Cumberland County Landfill. The reason for this belief is the increase in Perry County's PADEP-reported MSW from approximately 13,000 tons in the year 2004 to approximately 24,000 tons in the year 2008, an 11,000 ton increase. The population of Perry County increased by approximately 1,000 people between the

years 2004 and 2008, which may account for a small increase in waste volume (approximately 1,000 tons). The increased Perry County MSW volume less the increase due to population growth is 10,000 tons, and is roughly equal to the 11,000 ton decrease in MSW volumes reported in Juniata County. B&L believes the increased MSW volumes reported to be from Perry County are due to the inefficiencies in the PADEP reporting process, and are most likely due to the mislabeling of Juniata County waste as Perry County waste.

In the year 2004, the Mifflin County Barner Landfill accepted approximately 1,400 tons of Perry County waste. In 2008, the Mifflin County Transfer Station accepted approximately 300 tons of Perry County waste. The Mifflin County Transfer Station lost approximately 1,100 tons of Perry County MSW over the past four (4) years. Most Perry County waste is currently taken to the Cumberland County Landfill by a large hauler that also services Juniata County. The distance from Perry County to the Mifflin County Transfer Station makes it more difficult to attract Perry County waste to the Authority's site, unless other economic and logistical factors come into play.

4.0 Snyder County Waste Stream

In 2004, the Mifflin County Barner Landfill accepted approximately 150 tons of Snyder County waste. In 2008, the Mifflin County Transfer Station received approximately 480 tons of Snyder County waste. The amount of Snyder County waste received at the Mifflin County Transfer Station increased over the past few years.
In 1988, the Lycoming County SWA forged a contract with Snyder County, as well as contracts with various municipalities, counties and transfer stations, to bring all of Snyder County's waste to the Lycoming Landfill. In December of 2001, Lycoming County updated its Solid Waste Plan and determined that open market participation was in its best interests, and the exclusive contracts were replaced with non-exclusive contracts. The non-exclusive contracts may be a reason for the increased Snyder County waste tonnages seen at the Mifflin County Transfer Station.
Currently, Snyder County generates approximately 25,000 tons of waste per year. By contracting with haulers who operate in the Snyder County area, the Mifflin County SWA may be able to capture a portion of the 25,000 tons of Snyder County waste generated annually. Currently, the Authority is not receiving a large tonnage of Snyder County waste at the Mifflin County Transfer Station; therefore, any increase in tonnage received may generate additional revenue for the Authority.

5.0 Findings and Conclusions

B&L believes there are inefficiencies in the reporting process and recording of waste tonnages used by the PADEP for the State's Waste Destination and Origin Reports. According to the PADEP Reports, the Juniata County MSW volumes have decreased between years 2004 and 2008 by approximately 11,000 tons. Similarly, the Perry County MSW volumes have increased between the years 2004 and 2008 by approximately 11,000 tons. B&L believes the increase and decrease in waste tonnages recorded for Perry County and Juniata County, respectively, are largely due to the reporting method used by PADEP for the Waste Destination and Origin Reports. The

PADEP Waste Destination and Origin Reports are generated through hauler information obtained at the landfills and/or transfer stations. Haulers report how much waste, in each truck, came from a certain County. The haulers report this to the landfill or transfer station where they are emptying their truck. The current process of collecting waste origin data is subjective. The process is strictly driven by the word of the hauler, who may be giving inaccurate information.

For the reasons mentioned previously, the PADEP Waste Destination and Origin Reports can be inaccurate and serve as proof to the inefficiencies of the PADEP recording process. B&L found the PADEP Waste Destination and Origin Reports were not consistent with the independent information obtained from the Authority. For this reason, B&L primarily used information obtained from the Authority to evaluate, summarize and develop conclusions on the historic waste tonnages received by, or potentially available to, the Authority at its waste management facilities.

Recently, Park's Garbage Service (Park's) disposed of nearly 10,600 tons of Mifflin County MSW at the Sandy Run Landfill, annually. If the Authority can secure the 10,600 tons of Mifflin County MSW, annually lost through Park's, the Authority can potentially generate $670,000 in gross revenue, using the PADEP-licensed hauler tipping fee at the Mifflin County Transfer Station of $64/ton. This additional revenue could enable the Authority to reduce the tipping fee at the Transfer Station to a more competitive disposal rate, due to economics of scale in its operations. B&L recommends the Authority continue to pursue discussions with Park's to redirect this Mifflin County MSW to the Mifflin County Transfer Station.

Historically, Cocolamus Creek Disposal disposed of approximately 12,000 tons per year of mixed county waste at the Mifflin County Barner Landfill. In 2008, Cocolamus Creek disposed of approximately 10,000 tons of mixed county waste at the Mifflin County Transfer Station. The waste tonnages the Authority has received by Cocolamus Creek decreased by approximately 2,000 tons over the past four years. The additional 2,000 tons a year in waste tonnages from Cocolamus Creek Disposal could result in an increase in gross revenue for the Authority of approximately $130,000, using the PADEP-licensed hauler tipping fee at the Mifflin County Transfer Station of $64/ton. B&L recommends the Authority continue to pursue discussions with Cocolamus Creek Disposal to redirect the 2,000 tons of waste to the Mifflin County Transfer Station.

The reduced revenue due to the decrease in Juniata County MSW delivered to the Mifflin County Transfer Station is approximately $300,000 to $400,000 per year, using the PADEP-licensed hauler tipping fee at the Mifflin County Transfer Station of $64/ton. B&L recommends the Authority pursue further conversations with Cocolamus Creek Disposal to confirm what is required of the Authority to once again have Cocolamus Creek Disposal dispose of more Juniata County MSW at the Mifflin County Transfer Station. Additionally, B&L recommends the Authority pursue conversations with Juniata County to work together to potentially establish an agreement to direct all of Juniata County's waste to the Mifflin County Transfer Station. Through these efforts, the Authority may recover approximately 5,000 tons of Juniata County MSW.

As mentioned previously, the Mifflin County Transfer Station received approximately 1,000 tons a year less in Perry County MSW, as compared to the Mifflin County Barner Landfill in 2004. B&L recommends the Authority pursue conversations with Cocolamus Creek Disposal, who is a main hauler in Perry County, to secure the additional 1,000 tons of Perry County MSW a year that had previously come to the Authority. If this occurs, this could generate additional gross revenue for the Authority of $64,000 a year, using the PADEP-licensed hauler tipping fee at the Mifflin County Transfer Station of $64/ton.

Last, there is a potential revenue source in obtaining Snyder County waste. Currently, the Mifflin County Transfer Station is accepting more Snyder County waste tonnages than the Mifflin County Barner Landfill accepted in 2004. With the recent exclusive contract between Snyder County and the Lycoming County Solid Waste Authority altered to a non-exclusive contract, the Mifflin County SWA has an opportunity to gain more Snyder County waste. B&L recommends the Authority consider initiating conversations with the Snyder County SWA, as well as the prominent haulers in Snyder County, to secure additional waste tonnages for the Mifflin County Transfer Station. Some of the current haulers in Snyder County are:

- A&R Disposal
- Fred Hamm
- Cocolamus Creek Disposal
- Disposal Management Services

The options listed above could generate approximately $1,100,000 in additional gross revenue for the Authority at the current transfer station tipping fee of $64/ton. The potential gross revenue was estimated using the estimated tonnages available from Cocolamus Creek Disposal, Park's Garbage Service and Juniata County. Residual waste tonnages and Snyder County waste tonnages are not included in this estimated increase in potential gross revenue.

Table A-1: 2008 Waste Tonnages Accepted at the Mifflin County Transfer Station Based on County of Origin and Hauler

	Mifflin County	Juniata County	Snyder County	Perry County	Total
Cocolamus Creek Disposal	762	8311	287	322	9682
Park's Garbage Service	3909	250	2	121	4282
S&S	3286	0	0	0	3286
Worthy's	946	1	0	0	947
Lewistown Borough	4969	0	0	0	4969
Total Waste Accepted at the Mifflin County Transfer Station from the Haulers Listed					**23166**

Note: All values are reported in tons. Values are rounded.

Table A-2: Yearly Waste Tonnages Generated In Mifflin County

	Municipal	Construction	Recycling	Gross Discards[1] (Tons)	Diversion Rate	Net Discards[2] (Tons)	Residual	Mifflin County Total[3]
2004	25154	5230	2,741	33,125	8%	30,384	12994	43378
2005	29488	3272	807	33,567	2%	32,760	7698	40458
2006	47310	196	788	48,294	2%	47,506	5244	52750
2007	41102	1203	4,886	47,191	10%	42,305	4816	47121
2008	38613	269	5,330	44,212	12%	38,882	5553	44435

Note: All values are reported in tons. Values are rounded.

[1]: Gross Discards = MSW+C&D+Recyclables as reported by PADEP in the Waste Destination and Origin Reports as well as recyclables information obtained through Mifflin County.
[2]: Net Discards = Gross Discards x (100%-Diversion Rate).
[3]: Mifflin County Total = Net Discards + Residual Waste tonnage

Table A-3: Mifflin County Barner Landfill
Tonnages For 2004 Based on County of Origin

	Municipal	C&D	Residual	Total
Juniata County	10312	1110	1624	13046
Mifflin County	17774	3924	12708	34406
Snyder County	66	37	42	145
Perry County	1329	28	7	1364
Total	**29481**	**5099**	**14381**	**48961**

Note: All values reported as tons. Values are rounded.

Table A-4: Mifflin County Transfer Station
Tonnages For 2008 Based on County of Origin

	Municipal	C&D	Residual	Total
Juniata County	7,620	1,129	708	9,457
Mifflin County	13,751	4,699	1,088	19,538
Snyder County	309	47	127	483
Perry County	81	219	0	300
Total	**21,761**	**6,094**	**1,923**	**29,778**

Note: All values are reported in tons. Values are rounded.

Appendix B

Regional Marketplace Rate Analysis

APPENDIX B

REGIONAL MARKETPLACE RATE ANALYSIS
MIFFLIN COUNTY SPOLID WASTE AUTHORITY

Objective

Barton and Loguidice (B&L) was hired by the Mifflin County Solid Waste Authority (the Authority) to develop options which would help increase waste tonnages received at the Mifflin County Transfer Station, as well as help increase revenue for the Authority. One way to help ensure delivery of more tons of municipal solid waste (MSW) to the Mifflin County Transfer Station is to maintain gate rates that are competitive with surrounding landfills and transfer stations. This appendix compares the MCSWA gate rates to the gate rates of some of the surrounding landfills and transfer stations. The gate rates included in this report were the rates listed for a commercial contractor/ certified waste hauler disposing of municipal solid waste.

The gate rates included in this report do not account for any discounts given to haulers at the landfills or transfer stations. Typically, these sites offer discounts off the reported gate rates for preferred haulers, haulers that deliver large volumes of waste to the site. The Authority has in the past offered volume discount rates, but as of this study initiation, was not offering such discounts. Reestablishment of large volume discount rates is a key focus of the study conducted by B&L. This gate rate analysis still offers a good relative (undiscounted) comparison of rates offered in the region.

Figure 1 shows the location of the Mifflin County and other transfer stations and landfills in the region.

Mifflin County Transfer Station Gate Rates

The current (mid-2009) commercial gate rate at the Mifflin County Transfer Station is $64.00 per ton. This is the gate rate for a PADEP-licensed hauler bringing Mifflin County waste to the Transfer Station. A schedule of the Authority's 2009 tipping fee rates for various types of waste haulers is attached.

Gate Rate Comparison

Table 1 contains the gate rates of landfills and transfer stations in the central Pennsylvania region. The gate rates range from $45.00 per ton at the Bradford County Landfill to $88.55 per ton at the Diller Transfer Station in Cumberland County. The average gate rate at transfer stations in the surrounding region is $67.79 per ton. The average gate rate at landfills in the region is $53.92 per ton. It is understandable that transfer station rates are higher than landfill rates, as the transfer station must also consolidate and haul the waste, in addition to paying for the landfill tipping fee. The 2009 Mifflin County Transfer Station gate rate is less than the average gate rate for transfer

stations in the surrounding area, but somewhat higher than landfill disposal fees in the region.

Table 2 lists gate rates for disposal of construction and demolition waste materials.

Hauling Distance Considerations

Figure 1 shows the proximity of regional landfills and transfer stations to Mifflin County. As this map shows, hauling distance can be a significant factor in utilizing regional disposal sites by Mifflin County's waste haulers. Other than the Mifflin County Transfer Station, no in-county disposal sites for municipal waste exist in Mifflin County.

The proximity of disposal sites to Mifflin County is important. The cost of fuel, the travel time and distance to a disposal site, staff time tied up with hauling, and the wear and tear on the vehicles all impact the ultimate cost of utilizing that site. The local geography and road networks also make it more difficult to haul to some sites from Mifflin County. The cost to haul waste to more distant disposal sites can offset the benefit of lower gate rates, as the distance to the disposal site with the lower tipping fee increases.

When the Authority's Barner Landfill closed in 2005, the Authority opened its transfer station with the primary purpose of providing economical hauling of Mifflin County's waste to out-of-county disposal sites (i.e. landfills). Utilization of the Authority's transfer station allows hauling of larger loads of waste, offers a convenient local disposal site for Mifflin County waste haulers, and is more efficient than driving local garbage trucks out-of-county to unload. The lack of disposal sites in close proximity to Mifflin County helps make the Authority's transfer station a competitive option for many Mifflin County waste haulers.

An economic assessment of the estimated hauling cost from Mifflin County to each of these distant sites was beyond the scope of this study, but would likely confirm the additional cost required for Mifflin County's waste haulers to utilize these more distant out-of-county sites.

Conclusions

The Mifflin County Transfer Station gate rate is competitive with the gate rates of the region's transfer stations. The Mifflin County Transfer Station gate rate is also believed to be competitive with many of the regional landfills, considering the additional hauling distance and cost that would be incurred by these waste haulers in direct-hauling to out-of-county landfills.

Still, it is important for the Authority to continue to strive to offer the most competitive tipping fees that it can. Individual haulers each consider their specific business circumstances in selecting a disposal site. It is believed by B&L and MCSWA staff that by securing additional tonnages at the transfer station, the Authority can stabilize its finances, and can offer the most competitive tipping fees possible. Therefore, it is

strongly recommended that the Authority continue to investigate ways to reduce/ control its internal costs, and to pursue offering discounted gate rates to haulers who are able to dispose of large tonnages of MSW to the Mifflin County Transfer Station. B&L recommends the Authority continue to develop discounted gate rates for large volume haulers based on tonnages delivered, in return for multi-year waste delivery commitments by the haulers. The discounted gate rates will encourage large haulers to dispose of waste at the Mifflin County Transfer Station, thus stabilizing tonnage deliveries and increasing revenues for the Authority. Small waste haulers can still benefit from the location and the convenience of the Authority's transfer station, from proposed new internal cost controls at the Authority, and from any "economy-of-scale" economic benefits of the Authority's processing of higher tonnages of waste at its site.

TABLE 1: Gate Rates for MSW

Facility	Gate Rate (per ton)	Notes	Distance from the Mifflin County Transfer Station (miles)
TRANSFER STATIONS			
Lycoming County Transfer Station	$52.80		79
Southern Alleghenies Disposal Service (WM-Altoona)**	$64.00		75
Park's Transfer Station***	$65.95		28
Tioga County Transfer Station	$58.00	Over 4 tons of waste	111
Centre County Transfer Station and Recycling Depot	$70.00		33
Sunbury Transfer Station	$81.00		47
Diller Transfer Station*	$88.55	Over 1000 lbs of waste	62
Waste Management of Central PA Transfer Station[1]			69
Burgmeier's Transfer Station	$65.78		
Mifflin County Transfer Station	$64.00		
LANDFILLS			
Sandy Run Landfill*	$61.92		71
Laurel Highlands LF**	$48.10		124
Shade Landfill**	$49.66		128
Southern Alleghenies Landfill**	$56.00		123
Wayne Township Landfill	$59.50		59
Lycoming County Landfill	$48.05		62
Bradford County Landfill	$45.00		133
Cumberland County Landfill	$63.10		

1: Currently, the Waste Management of Central PA Transfer Station does not accept third party trash or recycling. They would not release their gate rate when called.
*Rates obtained through phone call to facilities on September 10, 2009.
**Rates obtained through an email dated April 24, 2009.
***Rates obtained through phone call to the facility on April 22, 2009.

Facility	Gate Rate (per ton)	Notes	Distance from the Mifflin County Transfer Station (miles)
TRANSFER STATIONS			
Lycoming County Transfer Station		Does not accept C&D waste. All C&D waste is directed to the Lycoming County Landfill	78
Southern Alleghenies Disposal Service (WM-Altoona)**	$64.00		75
Park's Transfer Station*	$80.00		28
Tioga County Transfer Station		Does not accept C&D waste. All C&D waste is directed to the Tioga County Construction/Demolition Landfill	111
Centre County Transfer Station and Recycling Depot	$70.00		33
Sunbury Transfer Station*	$81.00		47
Diller Transfer Station*	$88.55	Over 1000 lbs of waste	62
Waste Management of Central PA Transfer Station[1]			69
Burgmeier's Transfer Station			
Mifflin County Transfer Station	$64.00		
LANDFILLS			
Sandy Run Landfill*	$61.92		71
Laurel Highlands LF**	$48.10		124
Shade Landfill**	$49.66		128
Southern Alleghenies Landfill**	$56.00		123
Wayne Township Landfill	$59.50		59
Lycoming County Landfill	$48.05		62
Bradford County Landfill	$45.00		133
Tioga County Construction/Demolition Landfill	$32.75		111
Cumberland County Landfill	$68.35		

TABLE 2: Gate Rates for C&D Materials

[1:] Currently, the Waste Management of Central PA Transfer Station does not accept third party trash or recycling. They would not release their gate rate when called.

*Rates obtained through phone call to facilities on September 18, 2009.

The 2009 MIFFLIN COUNTY SOLID WASTE AUTHORITY RATE STRUCTURE will be as follows:

PUBLIC GATE RATE: $83.00 per ton plus applicable fuel surcharge
-All Cash sales regardless of type of vehicle
-$10 minimum fee for up to 250 lbs then prorated over 250 lbs

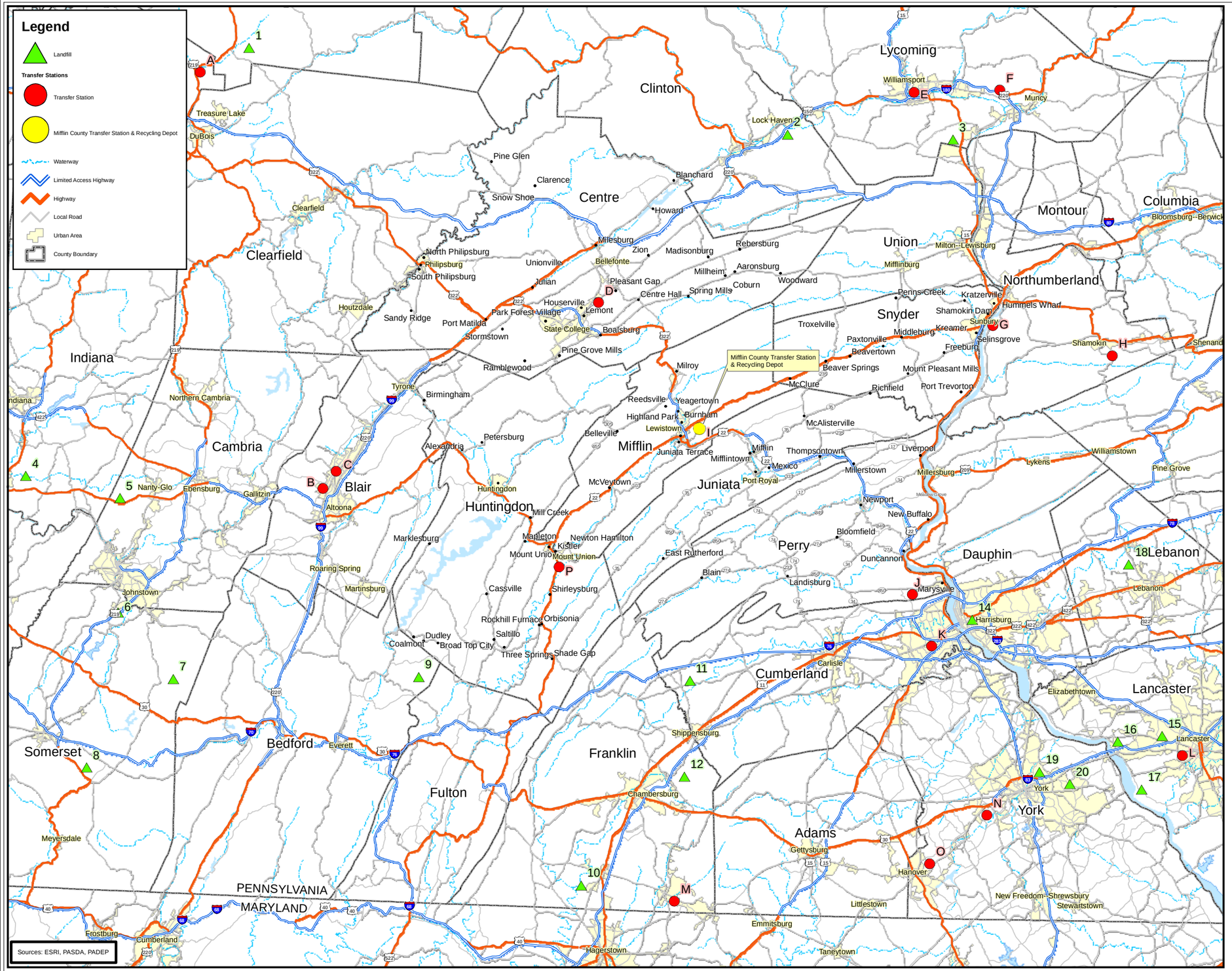
All Rates below require a charge account with the Authority:

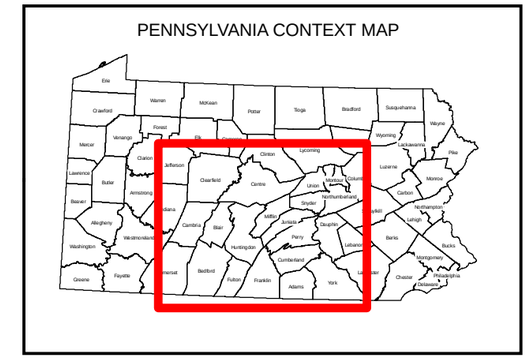
SMALL CONTRACTOR: $72.50 per ton plus applicable fuel surcharge
-applies to non-PaDep licensed small haulers (businesses)

LARGE COMMERCIAL $64.00 per ton plus applicable fuel surcharge **(Mifflin County Waste)**
-rate for all waste delivered from Mifflin County
-must be a PaDep Licensed Waste Hauler

LARGE COMMERCIAL $62.00 per ton plus applicable fuel surcharge **(All Out-of-county waste)**
-rate for all waste delivered from outside Mifflin County
- must be PaDep licensed Waste Hauler

**Rates exclude any new fees imposed by another county or governmental agency which are out of the Authority's control during the operational year. Any such new fees, if imposed, will be added to the fees set forth above.





LANDFILL NAME	ID
Onyx Greentree	1
Wayne Twp. Landfill	2
Lycoming County Landfill	3
Evergreen Landfill	4
Laurel Highlands Landfill	5
Southern Alleghenies Landfill	6
Shade Twp. Landfill	7
Mostoller Landfill	8
Sandy Run Landfill	9
Mountain View Landfill	10
Cumberland County Landfill	11
IESI Blue Ridge Landfill	12
Harrisburg WTE	14
Milton Grove Landfill	15
Lancaster County Resource Recovery Facility	16
LCSWMA Frey Farm Landfill	17
Greater Lebanon Refuse Authority	18
York County Resource Recovery Facility	19
Modern Landfill	20

TRANSFER FACILITY NAME	ID
Veolia Environmental Services	A
Blair County Resource Recovery Facility (Burgmeier's)	B
Southern Alleghenies Disposal Service (WM-Altoona)	C
Centre County Transfer Station and Recycling Center	D
Lycoming County Transfer Station	E
Picture Rocks Transfer Station	F
Sunbury Transfer Station	G
Coal Township Transfer Station	H
Mifflin County Transfer Station & Recycling Depot	I
Diller Transfer Station	J
Waste Management of Central PA Transfer Station	K
Lancaster County SWMA Transfer Station	L
Washington Twp. Transfer Station	M
Concord Recycling	N
Hanover Area Transfer Station	O
Park's Transfer Station	P

Barton & Loguidice, P.C.
Engineers • Environmental Scientists • Planners • Landscape Architects

Mifflin County Solid Waste Authority
Waste Stream & Revenue Assurance Study

Regional Landfill & Transfer Station Locations

August 2009

Figure 1

Project No. 1273.001

K:\Projects\1200\1273001\Projects\landfills transfer stations11x17.mxd

Appendix C

Mifflin County Wastestream and Revenue Assurance Strategies
May 11, 2009 Brainstorming Session Notes

APPENDIX C

MIFFLIN COUNTY WASTESTEAM AND REVENUE ASSURANCE STRATEGIES

May 11, 2009 Brainstorming Session Notes

At 10:00 am on May 11, 2009 at the offices of the MCSWA, a brainstorming session of key Mifflin County representatives was held to review and comment on an initial list of draft strategies to secure wastestream tonnages and revenues for the MCSWA, to support the continued solid waste operations of the Authority. Representatives from the Board and the staff of the MCSWA, from the Mifflin County Commissioners office, and from the Mifflin County Office of Planning and Development participated, along with the MCSWA solicitor and representatives of Barton & Loguidice (B&L), the consultant hired to assist the Authority with this study. A total of 11 people participated in this meeting; a sign-sheet of attendees is attached.

A detailed agenda, attached, was distributed which details the approach and goals of this meeting, as well as the background and history upon which this study is being undertaken. The primary goal of this meeting was to present and discuss a large number of prospective strategies for consideration (a total of 26 draft strategies were identified initially), discuss these strategies, identify other possible strategies for consideration, and prioritize these strategies into several "tiers", to allow B&L and the technical staff to focus on the strategies that the group felt have the best support and/or chance of successful implementation. It was agreed that the study will probably recommend that multiple strategies be implemented together, to address specific issues and/ or to provide a "belt and suspenders" plan to secure wastes and revenues, that will remain effective even if components of the plan may be discarded (for whatever reasons) in the future.

The group provided excellent discussion and feedback on the draft strategies, and in consensus, agreed to a general grouping of these strategies into tiers for further analysis. Tier 1 includes a total of 18 strategies, some of which are already part of the B&L study scope; within Tier 1, six (6) strategies were rated highest by the group for initial consideration. Tier 2 includes a total of eight strategies. Only one Tier 3 strategy was identified, based on legal questions and limited use of this strategy in this region. This meeting provided guidance to the technical team of the Authority's staff, solicitor, and B&L as strategies are further investigated and analyzed.

The strategies, grouped as ranked at the workshop by the participants, is as follows:

TIER 1 STRATEGIES – STRATEGIES FOR INITIALCONSIDERATION AND/ OR STRATEGIES THAT ARE ALREADY WITHIN THE B&L PHASE 1 STUDY SCOPE

A. STRATEGIES THAT INVOLVE CONTRACTS

1. BEST PROSPECT - Voluntary Talks/ Agreements with Significant Private Haulers – Sit-down discussions/ negotiations with Park's Garbage Service and Cocolamus Creek, two private haulers with significant waste tonnages not coming to the MCSWA Transfer Station, may help determine common ground among the parties, and gauge their

interest in working with the Authority to resolve existing issues. The group also identified meeting with Lewistown Borough to discuss potential cooperative efforts to bring or secure waste to the Authority's facilities.

2. Contract to Provide Services to Handle More of Park's Waste Through Authority's Transfer Station – In conjunction with #1 above; done in a way that will not place Park in breach of his existing contract with Sandy Run/ Northeast Waste disposal site, or the Authority in breach of its WMI contract.
3. Modification of the Waste Management Contract to Deliver Waste from the Authority's Transfer Station – This strategy was identified at the meeting as a possible cooperative strategy with #1 and #2 above. If the Authority can get increased cooperation and greater tonnages from its major haulers, it may be able to improve the terms of its current hauling/ disposal contract with Waste Management from the Authority's Transfer Station.

B. STRATEGIES THAT INVOLVE ECONOMIC INCENTIVES (these are generally part of the Phase 1 scope of the B&L study)

4. Establish the Regional Marketplace of Costs through Research – (in conjunction with #5 below).
5. BEST PROSPECT - Free Market Approach – establish fees that are competitive with, or better than, other hauling and disposal alternatives for haulers. Look at a tip fee structure or tiers that encourage waste to come to the Authority's transfer station. Convince haulers that MCSWA is an economical option.
6. Reduction in MCSWA Costs, to Reduce Revenue Needs and Charges – In conjunction with #5 above. Could include operational considerations, reduction in recycling activities, refinancing of Authority debts, renegotiation of Authority's disposal contract terms from Transfer Station, etc.
7. The Do-Nothing Option – *not recommended by the group*, but part of B&L's market analysis section of the study scope, so listed here. The expected result of no action by MCSWA.

C. STRATEGIES THAT COLLECT FEES TO SUPPORT MCSWA ACTIVITIES AND FUNCTIONS

8. BEST PROSPECT - County General Fund Support or Millage Assessment – County assessment that lowers or eliminates tipping fee at transfer station required to fund MCSWA activities. This will focus on the Local Municipal Services Fee (2007 PA law) that allows up to $52 annually in local fees for services; many municipalities already charge some type of fee.
9. BEST PROSPECT - Assessment of Administrative Fee Under Proposed State Legislation – Fall 2009 is the earliest this legislation may be acted on. Good support in the house, but no assurance this will happen. Agreed by the group that this is a tracking item; see if approved by the state legislature.
10. System Fee at Transfer Station - The Authority can collect fees at the gate of the Transfer Station to help cover costs; however, is contrary to lowering tipping fees and attracting marketplace waste. This will be assessed as part of the market analysis in B&L's study scope.

D. STRATEGIES THAT INVOLVE FLOW CONTROL

11. County-wide Legislative Flow Control – this has a new legal precedent in the US Supreme Court (Oneida-Herkimer), that has since been upheld and implemented in multiple locations.
12. Mandatory Waste Collection Ordinance at County Level – to catch more of waste generated, and to have this delivered to the Transfer Station. May also consider burn ban as an acceptable waste handling means. Acknowledged that a Mifflin County ordinance already exists, as do some municipalities. Implementation and enforcement may be the key issues here.

E. STRATEGIES THAT INVOLVE LOCAL MUNICIPAL COMMITMENTS

13. BEST PROSPECT - Municipal Bidding for Waste Disposal with Authority Site Designation – Under a municipality's rights to ensure the health, safety and welfare of its residents, as well as under its police powers. A municipality would bid for waste collection and disposal services, with the Authority's Transfer Station as the designated "disposal" site.
14. Direct Disposal Contracting by Municipalities – in conjunction with #13 above, the municipality would contract directly with the County for disposal services, and would bid out collection-only, with delivery to be at the Authority's transfer station.

F. STRATEGIES THAT INVOLVE OUT-OF-COUNTY OR JUNIATA COUNTY WASTE (these are generally part of the Phase 1 scope of the B&L study)

15. BEST PROSPECT - Juniata-Mifflin (or Other Multi-County) Contracted Services or Planning– The two counties cooperate on many planning and other activities. This could be through an intermunicipal agreement to provide services to Juniata, such as recyclables collection. A joint municipal waste plan update effort could also be considered here, to accomplish common goals of the two counties.
16. Juniata County Reinitiate Flow Control to MCSWA Transfer Station – Could be used in conjunction with #11 above. When the Barner landfill was in operation, Juniata County had an intermunicipal agreement for its waste to be delivered to Mifflin. With new flow control precedent (Oneida-Herkimer), this is again a possibility.
17. Juniata County Municipality Bidding with Authority Site Designation – Under a municipality's rights to ensure the health, safety and welfare of its residents, as well as under its police powers. Similar to #13 above.
18. Renegotiation of Current WM Disposal Fees for Volume Discounts – Could be used in conjunction with #3 above, if more Juniata County waste is added to Transfer Station tonnages.

TIER 2 STRATEGIES – STRATEGIES THAT MAY GET FUTURE CONSIDERATION DEPENDING ON THE SUCCESS WITH TIER 1 STRATEGY DEVELOPMENT

A. STRATEGIES THAT INVOLVE CONTRACTS

1. Long-Term Hauler Contracts – contracts with haulers to deliver waste to the MCSWA

Transfer Station, either with or without guaranteed tonnages. Has been used in the past, but little interest from haulers currently. May increase in potential if discussions with major haulers are fruitful (Tier 1 Strategy #1).

2. Rebid Mifflin County Waste Disposal Contracts, through a County Plan Update – for waste not currently coming through the transfer station (less critical for waste under contract with WM through TFS).

C. STRATEGIES THAT COLLECT FEES TO SUPPORT MCSWA ACTIVITIES AND FUNCTIONS

3. User or Impact Fees for Every Resident and Business in the County – this is usually collected by a County, based on square footage of business space, categories of similar waste-generating businesses, etc. Can be complicated and costly to develop.
4. Have County Support Post-Closure Costs of Landfill – to reduce tipping-fee-covered expenses of MCSWA, so its tipping fees can be lowered. May increase in potential depending on results of analysis of Tier 1 Strategy #8.
5. Negotiated County Administrative Fee in Disposal Contracts – as part of the long-term disposal site bidding process. DEP still acknowledges this as an acceptable means to assess administrative fees, and could be done with a rebidding of disposal contracts with a County Plan Update.

D. STRATEGIES THAT INVOLVE FLOW CONTROL

6. County Waste Collection Services – The Authority would operate collection trucks and provide curbside services, to control where the waste is taken from that point.

E. STRATEGIES THAT INVOLVE LOCAL MUNICIPAL COMMITMENTS

7. Municipal Ordinance with MCSWA Transfer Station as Designated Site – to be used in municipalities with private subscription services; the legality and mechanics of this would need to be investigated.
8. Fixed Membership Fees – this is a fee collected by municipalities from each business and resident, and remittance to the Authority to help fund services, and lower or eliminate tipping fees.

TIER 3 STRATEGIES – STRATEGIES THAT ARE FELT TO HAVE VERY LIMITED POTENTIAL FOR SUCCESS IN MIFFLIN COUNTY

C. STRATEGIES THAT COLLECT FEES TO SUPPORT MCSWA ACTIVITIES AND FUNCTIONS

1. Franchising – haulers pay fees for the rights to collect waste in a given area. A strategy not typically used in PA. The Authority's solicitor would need to conduct further research and assess the viability of this strategy, if it is pursued further.

ATTACHMENT 1 TO BRAINSTORMING SESSION NOTES

Kickoff/ Brainstorming Session

Waste Stream and Revenue Assurance Study for Mifflin County PA for the Mifflin County Solid Waste Authority

MAY 11, 2009 MEETING AGENDA

1. **Welcome, Purpose of Meeting, Introductions (5 min)**

2. **Study Scope and Approach (5 min)**

3. **Recent History – Recap (10-15 min)**

   2003 County Waste Management Plan Update, Disposal Contracts
   Waste Delivery Contracts
   Juniata County/ Out-of-County Waste
   2005 Barner Landfill Closure, Post-Closure Needs
   Mifflin County Waste Transfer & Recycling Depot Opening, Contract
   Other?

4. **The Current Situation – Summary (20 min)**

   2008-09 Economic Recession, Impacts on MCSWA
   Waste Tonnage Leakage to Other Facilities
   Waste Delivery Contracts, Other Contracts
   Juniata County/ Out-of-County Waste
   Short-Term and Long-Term Needs
   Authority Financial Outlook (if no changes made)
   Other?

5. **Strategies to Secure Waste and Revenues to MCSWA (time as needed)**

   Open Discussion and Feedback Format, Goals
   Review Strategies (Handout), Additional Ideas?
   Screen Strategies, Organize Into 3 "Tiers"
   ID the "Top 5 - 10" +/- to Consider, Analyze in More Detail

6. **Short-Term and Long Term Schedule (5 min)**

7. **Discussion Wrap-up Over Lunch**

ATTACHMENT 2 TO MEETING NOTES

SIGN-IN-SHEET
MIFFLIN COUNTY SOLID WASTE AUTHORITY
PLANNING KICK-OFF MEETING
May 11, 2009

Name	Affiliation
Bob Reck	Commissioner
Dan Bright	Solicitor
Randy Leister	MCSWA
Tom Johns	MCSWA
CHRIS CAMPMAN	BARTON LOGUIDICE
Terry Keene	" "
Kerry Tyson	MCSWA
FRANK WELSH	"
[illegible]	MCSWA
Jim [illegible]	MCSWA
Bill Gomes	Mifflin Co Planning

Appendix D

County Alternate Funding Options to Support Some Authority Costs

APPENDIX D

COUNTY ALTERNATIVE FUNDING OPTIONS TO SUPPORT AUTHORITY COSTS

MIFFLIN COUNTY SOLID WASTE AUTHORITY

STRATEGY ADDRESSED: Tier 1, Best Prospect – "County General Fund Support or Millage Assessment" (Tier 1, #C8), and; Tier 2, "Have County Support Post-Closure Costs of Landfill" (Tier 2, #C4)

THE ISSUE

The Mifflin County Solid Waste Authority (SWA) hired Barton and Loguidice (B&L) to help identify and develop ways to improve the current decline in waste tonnage and revenues from the Mifflin County SWA's Transfer Station and related operations. The Barner Landfill served the disposal needs of Mifflin County residents, businesses, and institutions for 17 years. This landfill closed in 2005. The Mifflin County SWA incurs significant expenses for the post-closure activities at Mifflin County's Barner Landfill. The Authority estimates it incurs post-closure landfill costs of between $60,000 and $80,000 annually. These annual post-closure costs will continue to occur for at least the next 27 years as the Authority performs state-mandated monitoring, etc. at Barner Landfill. These post-closure costs are currently funded through the Authority's Transfer Station tipping fee. This increases the burden placed on the Authority to maintain a reasonable tipping fee which, in turn, places the Authority at a competitive disadvantage with other disposal sites. A non-competitive tipping fee, then, attracts less waste and revenue to support Authority operations. To address this issue, B&L has investigated the potential financing of Barner Landfill post-closure costs through various benefit fees the County could charge to residents, businesses, etc., as opposed to transfer station tipping fees.

THE OPTIONS

B&L looked into sources of fee revenue available to counties in Pennsylvania. Counties in Pennsylvania can choose from a limited list of taxes available to them, and can charge the specified taxes to residents and businesses. The taxes available to counties are the Real Property Tax, the Occupation Tax, the Per Capita Tax, the Hotel Room Rental Tax, and the Personal Property Tax. The Occupation Tax and the Per Capita Tax cannot be levied by a county at the same time. B&L was also asked to look into use of the Local Services Tax by Mifflin County.

Local Services Tax

B&L researched the Local Services Tax (LST), formerly known as the Emergency and Municipal Services Tax (EMS). The LST tax was Senate Bill No. 218 in the Session of 2007. The Bill was signed into law by the Governor on June 21st 2007. The LST tax has a minimum rate of $10 and a maximum rate of $52.

The LST tax law states that a municipality that imposes the LST tax at a rate of $10 or more must offer an exemption to those who have an earned income and net profits less than $12,000 for the calendar year in which the tax is levied. Further, the LST tax is to be withheld by employers based on their number of payroll periods if the municipality and school district levy a combined tax of more than $10. The Act states that the LST tax must be used for emergency services, including police, fire, and ambulance service; road construction or maintenance; the reduction of property taxes; or property tax relief through the implementation of a homestead or farmstead exemption. The LST tax is restricted to emergency services and other services as listed above. Post-closure landfill costs are not included as an eligible expense. Municipalities are required to use at least 25 percent of the tax revenues for emergency services. B&L also found the LST Tax is only available as a revenue source for cities of the second class, cities of the second class A, cities of the third class, boroughs, towns, townships of the first class, townships of the second class, school districts of the second class, school districts of the third class, and school districts of the fourth class. According to the Act, Counties in Pennsylvania are not identified as an eligible entity that can levy the LST tax; therefore Mifflin County could not charge the LST tax.

Occupation Tax

The Occupation Tax is levied on the "value" of the residents' occupations, as determined by the county tax assessment office. Assessed values are not based upon income, so all members of the same occupation will pay the same amount of Occupation Tax even if their incomes differ significantly. As mentioned previously, if a county uses the Per Capita Tax, it cannot use the Occupation Tax. A March 2008 study prepared by Penn State and the County Commissioners Association of Pennsylvania (CCAP) stated that the Occupation Tax is viewed by many as an inequitable tax. Only two counties in Pennsylvania still levy the Occupation Tax.

Per Capita Tax

The March 2008 Penn State/CCAP study also reported that, in 2007, only 25 (of 67) Pennsylvania counties levied the Per Capita Tax. The maximum annual amount a county can charge each adult over the age of 18 for the Per Capita Tax is $5. Municipalities and school districts can also each levy a Per Capita Tax of up to $5 annually. According to the Mifflin County Assessment Office, the current per capita rolls list the population of Mifflin County residents over the age of 18 years old, at 29,551. Mifflin County currently levies the Per Capita Tax at the maximum allowable rate of $5 per year, which has a maximum tax revenue potential of $147,755 for Mifflin County (assuming 100% collection, gross revenue), using the registered population listed on the per capita rolls.

Hotel Room Tax

The Hotel Room Rental Tax is the equivalent of a sales tax on people who rent hotel rooms in the county. The funds collected by this tax are restricted in their use and can only be used for tourism promotion or to help subsidize the expenses of a convention or exhibition hall.

Personal Property Tax

The Personal Property Tax can be levied on the face value of stocks, bonds, and privately held mortgages only. According to the March 2008 Penn State/CCAP study, the Personal Property Tax was not levied by any Pennsylvania counties in 2008. The constitutionality of the Personal Property Tax was challenged in court in 1994 and upheld, but no counties have chosen to implement it since then. It is costly to administer, difficult to collect, and because it is a tax on the value of capital, and not earnings, it can be inequitable.

Real Property Tax

Most counties in Pennsylvania levy the Real Property Tax and, according to a study done by the Pennsylvania Department of Community and Economic Development in a publication dated 2008, and a study done by the Penn State Agricultural Research and Cooperative Extension in 2000, the Real Property Tax provides approximately 25% of the revenue stream (and 98% of the tax revenue) for those counties who currently levy the tax. Mifflin County currently levies the Real Property Tax, entitled the Real Estate Tax, at 12.62 mills. The legal limit for the Real Property Tax is 25 mills for a Third through Eighth Class County. Five additional mills (above 25) are available with court appeal. A mill is $0.001 (One Thousandth of a Dollar) for each dollar of assessed value of the property (land plus improvements), or $1 for every $1,000 of assessed value. According to a 1998 report prepared by Penn State College of Agricultural Sciences Cooperative Extension, in 1998 Mifflin County received the Real Property Tax revenue from the following taxable sources: 63.8% came from Residential, 6.6% came from Industrial, 17.2% came from Commercial and 12.4% came from Agricultural sources. These percentages are typical for predominantly rural counties in Pennsylvania. According to Mary Bratton, Chief Assessor for Mifflin County, the Mifflin County assessed property value is $853,929,496 as of June 30th 2009. This property generates a potential tax revenue of $10,776,590 in revenue for Mifflin County, based on a 12.62 mill rate, not accounting for the County's current rate of collections, which is approximately 92%. Using the previously stated information, a one-tenth (1/10) of a mill tax increase, adjusted for the collection efficiency, would generate approximately $78,500 in additional revenue for Mifflin County.

Proposed County Sales Tax

On April 20, 2009, county and local government officials from across Pennsylvania unveiled a plan that would allow them to provide property tax reduction for residents, as well as relief from the burden of tax-exempt property, through an optional county sales tax. The proposal would give counties the option of levying a 1 percent sales tax on the same goods and services subject to state sales tax. A majority of the proceeds would have to be used for property tax relief, to offset nuisance taxes, and to support projects involving multiple municipalities. Under the proposal, 50 percent of the sales tax proceeds would be returned to the participating county, 40 percent would be distributed to municipalities in that county, and 10 percent would be allocated to a Municipal Collaborative Efforts Fund. The county would be required to use at least 60 percent of its share for property tax relief and to eliminate nuisance taxes.

Municipalities would have to use at least 60 percent of their share for property tax relief and/or to offset revenue losses from tax-exempt property. Both counties and municipalities would be restricted to using no more than 40 percent of their sales tax proceeds for general fund purposes, and they could choose to allocate part of that revenue to the Municipal Collaborative Efforts Fund. The county's governing body would vote on whether to implement the tax. The funds would be collected by the state Department of Revenue. The amount of county revenue that could be generated by such a sales tax in Mifflin County has not been estimated.

The Municipal Collaborative Efforts Fund proceeds would fund municipal services provided under an Intergovernmental Cooperation Act agreement or other multimunicipal contract. Each fund would be governed by a Municipal Collaborative Efforts Board of three to seven voting members and one nonvoting member. All members would be elected municipal officials from the county appointed by the board of county commissioners, with at least one voting member from each class of municipality. Each board would award funds through grants based on an annual application from municipalities and criteria established locally.

The optional county sales tax proposal was developed by the County Commissioners Association of Pennsylvania, the Pennsylvania League of Cities and Municipalities, the Pennsylvania State Association of Boroughs, the Pennsylvania State Association of Township Commissioners, and the Pennsylvania State Association of Township Supervisors.

CONCLUSIONS

In conclusion, the two taxes B&L found most applicable for Mifflin County were the Per Capita Tax and the Real Property Tax. Both of these taxes are currently being charged to Mifflin County residents. B&L found the LST tax is not applicable to Mifflin County because counties in Pennsylvania are not permitted to levy this tax. The Occupation Tax and the Per Capita Tax cannot be levied simultaneously by a county; therefore, Mifflin County is not eligible to levy the Occupation tax at this time. Since Mifflin County currently levies the Per Capita Tax at its maximum rate of $5 annually, B&L recommends the County continue to levy the Per Capita Tax in place of the Occupation Tax. The Hotel Room Rental Tax is not relevant to Mifflin County at this time because of the restricted use as tourism promotion or to help subsidize the expenses of a convention or exhibition hall. Additionally, the Personal Property Tax is not currently levied by any counties in Pennsylvania. For this reason, B&L does not see it as reasonable for Mifflin County to pursue levying the Personal Property Tax.

The proposed optional county sales tax may drive business out of the county if implemented, as well as to produce negative feelings from residents towards the county's decision to implement such a tax. However, if implemented by all surrounding counties in the region, this impact may be minimal. At this time, this is not an option for Mifflin County, as it is just a proposal and has not been signed into law. The optional county sales tax may be an option to revisit after exhausting all other options, if and when the proposal becomes a law.

Currently, B&L recommends further consideration of the following options for Mifflin County:

- Consider having the County implement a one-tenth (1/10) of a mill increase to the Real Property Tax. As mentioned before, the Barner Landfill post-closure fees are estimated to range between $60,000 and $80,000 annually. A one-tenth (1/10) of a mill annual increase to the Real Property Tax could generate approximately $78,500 that could be dedicated to Mifflin County SWA Barner Landfill post-closure care (based on a 92% collection efficiency rate; note that this collection efficiency rate may drop due to the current economy). This is clearly the best option of the three suggestions here;

- Further investigate revenue use from the Per Capita Tax and reallocate, if feasible, some of the current County-collected Per Capita Tax revenues to help fund the Barner Landfill post-closure costs. However, it may be difficult to reallocate tax revenues that are currently being used for other County purposed, especially in these very tight budgetary times;

- Evaluate municipalities in Mifflin County to ensure they are all levying the Per Capita Tax at its maximum rate ($5), and if not, consider this as possible revenue support to the landfill post-closure costs from the municipalities. However, it may be very difficult to levy this tax equitably on County residents at the local municipal level, as only some municipalities may participate.

Appendix E

Municipal Bidding or Joint Bidding Analysis for Mifflin County

APPENDIX E

MUNICIPAL BDDING/ JOINT BIDDING ANALYSIS FOR MIFFLIN COUNTY
MIFFLIN COUNTY SOLID WASTE AUTHORITY

A. Objective

Some municipalities in Mifflin County have expressed an interest in bidding for waste (and possibly recyclables) collection services. Municipal bidding for such services often results in a significant reduction in the cost to homeowners and businesses, in comparison to private subscription services. Municipalities that collectively bid for waste collection and disposal services can designate where the collected waste is to be delivered to, such as the Mifflin County Transfer Station. This appendix addresses the feasibility and possible economic benefits of contracting with a single waste hauler for weekly residential curbside waste collection and recyclables collection.

Barton & Loguidice (B&L) analyzed this option for the following reasons:

- To consider a tool that was identified at the Brainstorming Session of the Phase 1 Study, to secure greater waste tonnages handled through the Mifflin County Transfer Station (if that site is designated for delivery of wastes);
- To increase the revenue generated by the Authority through tipping fees at the Mifflin County Transfer Station (if tonnages increase);
- To potentially reduce the annual waste collection costs seen by Mifflin County residents and businesses;
- To improve the current level of waste services offered to Mifflin County residents and businesses.

B&L evaluated both residential and commercial rates for refuse collection that are currently (2009) being charged throughout Mifflin County. The objective was to compare the annual dollars spent on “subscription” private hauler services for trash collection, transportation and disposal by residents of Mifflin County, to the annual dollars spent on trash collection, transportation and disposal by residents of Lewistown Borough, who are served by a “single municipality-wide” hauler, namely, the Borough. The other objective was to compare the weekly costs spent by businesses in Mifflin County for trash collection and disposal to the costs spent by businesses in Lewistown Borough for trash collection and disposal.

Currently, Lewistown Borough collects, transports and disposes of its residents’ and small businesses’ waste. Lewistown Borough’s current waste disposal method not only

provides residents and businesses with a reduced refuse collection cost, but also an additional service of curbside weekly recyclables collection.

B&L used the comparison between annual waste disposal costs of Mifflin County residents (by private subscription haulers) to that of Lewistown Borough residents, to estimate potential cost savings to Mifflin County residents if a municipality, or a group of municipalities (or even the County) contracted with a single private hauler. The estimated cost savings are shown in Table E-2.

Additionally, a single waste hauler contract allows the municipality or group to have more control over the location where its waste is disposed. B&L concluded that the Mifflin County Solid Waste Authority (the Authority) may handle more of its residents' waste at the Mifflin County Transfer Station, through deliveries from a waste collection contract with a single hauler. An increase in secured waste to the Transfer Station will, in turn, increase the revenue realized through tipping fees at the Mifflin County Transfer Station. The approximate annual gross revenues generated by Mifflin County residents' waste is shown in Table E-3.

Tables E-1, E-2, and E-3 summarize B&L's findings. Table E-1 presents an estimate of the average annual amount that Mifflin County residents spend solely on trash disposal. Annually, Mifflin County residents spend approximately $4.5 million on trash disposal. With the exception of Lewistown Borough, this cost does not include curbside recyclables collection. Table E-2 presents an estimate of the potential cost savings that could be experienced by Mifflin County residents in the five most populated municipalities annually by contracting with a single waste hauler. Mifflin County residents of the five more-populated municipalities may save a total of approximately $84,000 annually when contracting with a single hauler, or more depending upon the assumption for single hauler contracts. Table E-3 shows the approximate annual gross revenue for the Authority if all of Mifflin County's residential wastestream was transported to the Mifflin County Transfer Station. The approximate gross revenue generated from Mifflin County residential waste is estimated at almost $2 million annually.

B. Weekly Collection Cost Average – Private Subscription Hauler

The following haulers were contacted for residential and commercial trash collection costs (2009) in Mifflin County:

- Cocolamus Creek Disposal
- Park's Garbage Service
- S&S Disposal
- Worthy's

The average weekly trash collection cost (without recycling) for residents served by private haulers in Mifflin County, based on costs obtained from the previously listed haulers, were:

- $3.57 for one (1) bag per week, no curbside recycling collection
- $4.64 for 2-3 bags per week, no curbside recycling collection
- $4.69 for 4 or more bags per week, no curbside recycling collection

As previously mentioned, none of the average costs included curbside recycling. Most of the above listed haulers do not offer curbside recycling with their curbside trash collection for residents in Mifflin County; Park's reportedly offers single stream recycling service in more densely populated areas. Currently, Mifflin County residents can drop recyclables off at numerous designated locations throughout the County, including the Mifflin County Transfer Station, at no charge.

C. Weekly Collection Cost – Lewistown Borough

Lewistown Borough currently offers their residents weekly curbside trash and recyclables collection. The cost to residents includes collection, hauling and disposal of the trash and recovery of recyclables. Lewistown Borough is the only municipality in Mifflin County that currently collects, transports, and disposes of their own residential waste. The weekly cost for Lewistown Borough residents for this service is $4.46. This cost is for weekly curbside collection of 2 bags of trash and weekly curbside recyclables collection. Lewistown also offers a one-bag-per-week option at a slightly lower price.

The cost for Lewistown Borough residents is $0.18 less per week than the average cost for Mifflin County residents who reside outside of Lewistown Borough for 2-bag subscription service. Although the weekly savings seems minimal, residents under the Lewistown "single hauler contract" experience:

- A higher collection efficiency;
- Curbside recycling; and
- Cleaner neighborhoods (less littering, illegal dumping, etc.).

Additionally, the County and the Authority, as beneficiaries of a single-hauler contract system, experience:

- Availability of trash and recycling service for every resident;
- A system to guarantee delivery of waste tonnage to the Mifflin County Transfer Station through the single hauler contract; and
- Cleaner neighborhoods (less littering, illegal dumping, etc.).

Although the weekly savings seem minimal, residents as well as the County and the Authority experience a number of benefits, at a lower cost.. Lewistown Borough residents currently receive similar benefits of better service by having one contracted

hauler (the Borough). Weekly collection by a single hauler is more efficient than weekly collection by multiple haulers. Efficiency of waste collection is a growing concern among counties, since a more efficient waste collection program has proven to have many advantages.

D. Advantages of a Contracted Hauler System

There are many advantages to contracting with a single waste hauler for service. Some of the advantages Mifflin County's municipalities could experience are listed below:

- Reduced incentive to illegally dump waste (identified as an issue in the 2003 Mifflin County Municipal Waste Management Plan);
- Reduction in the amount of waste hauler traffic on the roadways;
- Confirmation of waste collection services to all residents and businesses within a municipality;
- Reduction in missed collections along routes;
- Reduction in wear and tear on local waste hauler trucks, less wear and tear on local roads, and less air and noise pollution due to less waste hauler trucks;
- Increased efficiency in waste collection;
- Decreased cost to residents for waste collection;
- A higher level of service, due to the opportunity to "bundle" services within a single bid, such as to add curbside recyclables collection;
- Secured waste delivery to the Mifflin County Transfer Station, if part of the municipal collection contract.

E. Disadvantages of a Contracted Hauler System

From experience, B&L has seen few disadvantages for municipalities who contract with a single hauler. The disadvantages seen by B&L are as follows:

- It sometimes excludes or eliminates the smaller, potentially local waste haulers that operate within that given geographic area; especially if they cannot meet bid and contract insurance and guarantee requirements;
- The single hauler(s) awarded the contract(s) may become take-over targets for larger waste hauler corporations.

Another disadvantage that, for the most part, can be controlled through the contract process is the repercussions of a poorly selected hauler. Most municipalities put contingencies into the contract to cover any damages incurred through poor hauler performance. If these contingencies are not in place, a municipality may find itself and its residents receiving sub-par service by a negligent hauler until the contract period expires. But overall, there have not been many disadvantages noted by municipalities who have implemented a single hauler system.

F. Joint Contract Hauling Analysis for the Most Populated Portion of Mifflin County

B&L evaluated the five largest municipalities in Mifflin County based on population, in addition to Lewistown Borough, to determine how much money residents of these five municipalities may save annually if they jointly contracted with a single waste hauler. For this analysis, B&L used the weekly residential trash and recyclables collection fees for Lewistown Borough residents ($4.46), and applied this amount to the remaining five municipalities. B&L used Lewistown Borough's residential weekly trash collection cost because they currently collect, transport, and dispose (at the Authority's transfer station), their own residential waste. Additionally, Lewistown Borough's rate includes residential curbside recyclables collection, which is not currently being offered to Mifflin County residents by most private subscription haulers.

The six municipalities B&L evaluated (including Lewistown) make up 70% of the total population in Mifflin County. The six municipalities also make up 68% of the households in Mifflin County, and approximately 68% of the total tons of MSW generated in Mifflin County annually.
B&L evaluated the average dollars spent on weekly trash disposal annually by Lewistown Borough residents, using the weekly disposal cost ($4.46) and the total number of households (4,023), to be approximately $933,000. Using the average weekly hauler rate in Mifflin County ($4.64) and the total number of households in Mifflin County, excluding Lewistown Borough (15,167), the average dollars spent on weekly trash disposal by residents of Mifflin County (excluding Lewistown Borough) is approximately $3.7 million annually. The average dollars spent by Mifflin County residents (including Lewistown Borough) for weekly trash disposal is approximately $4.6 million annually. Table 2 presents the average dollars spent annually on trash disposal by residents in the six most populated municipalities as approximately $3.1 million. As mentioned previously, this is approximately 68% of the total $4.6 million annually spent on weekly trash disposal.

Contracting with a single hauler in the five municipalities listed in Table 2 could provide the Mifflin County SWA and Mifflin County residents with the following benefits:

- Ease to control waste (i.e. reduction in missed collections, reduction in illegal dumping, etc.);

- A combined savings of approximately $80,000 annually to residents of the five municipalities (excluding Lewistown Borough);
- More efficient trash collection service for residents;
- Advantages of having a signed contractual agreement between the municipalities and the hauler;
- Improved recycling tonnages for Mifflin County, as well as weekly curbside recycling collection convenience for residents;
- More control of MSW waste destination, with secured tonnages directed to the Mifflin County Transfer Station.

As mentioned previously, contracting with a single waste hauler will allow the Authority (through the group of municipalities) to have more control of the MSW waste destination, by having the contract direct Mifflin County MSW to the Mifflin County Transfer Station. By directing Mifflin County MSW to the Mifflin County Transfer Station, this may generate approximately $1,900,000 a year in revenue for the Authority. This revenue assumes Mifflin County residents dispose of 60 lbs of refuse per week per household and the applicable tipping fee at the Mifflin County Transfer Station is $64/ton (i.e. no large volume discounts assumed).

G. Curbside Recyclables Collection

All municipalities in Pennsylvania that have a population of 10,000 residents or greater, as well as the more dense municipalities with populations of 5,000 to 10,000, are mandated by Act 101 to have a curbside recyclables collection program in place for their residents. A mandated municipality is required to collect at least 3 of the following materials: clear glass; colored glass; plastics; aluminum; steel and bimetallic cans; high grade office paper; corrugated paper and/or newsprint. In Mifflin County, only Lewistown Borough currently meets the criteria of a mandated municipality. Non-mandated municipalities in Pennsylvania can also establish similar curbside recycling programs if they so choose, as well as voluntary-participation curbside recyclables collection programs.

In B&L's experience, it is beneficial for larger municipalities within Mifflin County to consider implementing a curbside recyclables collection program for their residents. Lewistown Borough's population is approximately 9,000 residents and is sufficiently dense, making it a mandated municipality. For this reason, Lewistown Borough currently offers curbside weekly recyclables collection to its residents. Currently, Derry Township has a population of approximately 7,300 people (in the 2000 census) and a density of 233 persons per square mile. With the anticipated increasing population throughout Mifflin County, curbside recycling may become a growing necessity in the near future. Curbside weekly recyclables collection may be achieved for Mifflin County residents in mandated (and non-mandated) municipalities through a single hauler contract.

There are currently monies available for Mifflin County, through Act 101, to help establish recycling programs (both mandated and non-mandated), and to enhance existing programs. The following is a list of grants available for counties and/or municipalities through Act 101:

- PLANNING GRANTS: Counties are reimbursed for up to 80% of approved costs to prepare municipal waste management plans and related studies.
- RECYCLING GRANTS: Counties and municipalities are reimbursed for up to 90% of approved costs to establish municipal recycling programs. Municipalities defined as financially distressed under Act 47 of 1987 may receive funding for 100% of approved costs.
- RECYCLING COORDINATOR GRANTS: Counties are reimbursed up to 50% of approved salary and expenses for a county recycling coordinator.
- RECYCLING PERFORMANCE GRANTS: Municipalities and counties are awarded these grants for their recycling programs. The amount of the grant is based on type and weight of materials recycled, and on the percentage of recyclables diverted from landfilling and incineration.
- HOST MUNICIPALITY INSPECTOR GRANTS: A host municipality is awarded 50% of the approved costs of employing a certified host municipality inspector for landfills and resource recovery facilities. Training of inspectors is also available under this grant program.
- INDEPENDENT PERMIT APPLICATION REVIEW GRANTS: A municipality may be reimbursed up to $10,000 for each review by a professional engineer of a waste management facility`s permit application.
- HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL GRANTS: Municipalities and counties that establish HHW collection programs may be reimbursed up to 50% of approved costs for collection programs. This cannot exceed $100,000.

The weekly curbside residential recycling collection associated with a single hauler contract will increase the current rate of recycling in Mifflin County. The County, should they be awarded grant monies based on recyclables collection, may share the 904 performance grant monies with the municipalities who show an improvement in their recycling programs.

H. The County/ Authority as the Contracting Entity for Joint Waste and Recyclables Service

The Authority currently has a desire to secure delivery of MSW to the Mifflin County Transfer Station. A variation of an option B&L evaluated and mentioned above is the idea of a single County-contracted hauler serving the more urban areas of Mifflin County. B&L suggests the County could consider securing a single waste hauler to collect, transport, and dispose of the residential trash and recyclables weekly on behalf of multiple, more-populated municipalities in the County. The five more-populated municipalities evaluated by B&L could contract with the Authority to pay (per ton) for the MSW generated, collected, and disposed of in their respective municipalities. The municipalities could collect fees from their residents and businesses, and could pay these fees to the Authority. The Authority, in turn, could pay the contracted hauler for the collection and hauling services, could arrange for transportation/ disposal from the transfer station, and could administer the single hauler contract for the municipalities. A management fee may be added to the fees charged to the municipalities to cover the Authority's cost to manage the contract on behalf of the municipalities. Options may be put in place by the Authority to allow the municipalities to pay monthly, quarterly, semi-annually, etc. dependent upon the municipality's cash flows.

I. Commercial Rates

For general information purposes, B&L called local haulers in both Mifflin and Juniata Counties to gather information on their commercial trash collection rates. B&L obtained costs for both 2yd containers and 3yd containers that would be permanently placed on site and "pulled" weekly. The cost for a 2yd container ranged from $12.94 per week to $21.31 per week. The cost for a 3yd container ranged from $15.81 per week to $25.62 per week.

An additional option for commercial businesses in the Mifflin County area is to dispose of their waste directly at the Transfer Station. The tipping fee at the Transfer Station for PADEP-licensed haulers is currently $64/ton (without large-volume discounts), and $72.50 for a small hauler business not subject to PADEP licensing. A 2yd container contains approximately 570 lbs of commercial waste when full. To dispose of a full 2yd container at the Mifflin County Transfer Station would cost a commercial business approximately $20. How often the commercial business would need to dispose of their waste is highly dependent upon how much waste is generated by each specific commercial business. B&L assumed a commercial business could dispose of a full 2yd container every other week, or twice per month. Using this assumption, the weekly cost to commercial businesses to dispose of their waste at the Mifflin County Transfer Station is approximately $10. This cost is less than the amount currently charged by haulers for 2yd commercial trash service, but of course, requires the business to have access to a container service truck and driver.

By directly contracting with commercial haulers for commercial disposal services, the Authority could potentially help secure this wastestream to the Authority's transfer station. However, B&L does not feel commercial trash collection is a service the County can rely on to significantly increase tonnages at the Transfer Station.

J. Self-Haul Garbage Disposal Service for the Less Populated Areas in the County

While B&L is suggesting a single hauler contract as an option for the five more-populated municipalities in Mifflin County, (not including Lewistown Borough), B&L is also aware that residents in more rural areas of the County may still desire an alternative (to private subscription service) for trash disposal. Residents can currently bring waste to the Mifflin County Transfer Station at a rate of $10 for up to 250 lbs of waste. Self-haul waste deliveries currently account for about 2/3 of the vehicular traffic at the transfer station. This is not economical for residents unless they are willing to hold their waste and visit the Transfer Station twice a month. Residents who are able to visit the Transfer Station twice a month, will incur a weekly disposal cost of approximately $5.00. Also, Mifflin County residents can drop recyclables off at numerous designated locations throughout the County, including the Mifflin County Transfer Station, at no charge. This option does not have the convenience of curbside trash collection or curbside recyclables collection. B&L proposes the Authority maintain the self-haul option for residents to drop off their waste directly at the Transfer Station, for those residents who may prefer this level of service.

TABLE E-1: Average annual amount Mifflin County residents spend on trash disposal.

Municipalities	Population (2000)	Households (2000)	Avg. $ Spent Per Week on Trash Disposal Per Household	Avg. $ Spent Per Week on Trash Disposal by Households	Avg. $ Spent Annually on Trash Disposal[2]
Armagh Township	3,988	1,532	$4.64	$7,108	$369,641
Bratton Township	1,259	1,259	$4.64	$5,842	$303,772
Brown Township	3,852	1,403	$4.64	$6,510	$338,516
Burnham Borough	2,144	919	$4.64	$4,264	$221,736
Decatur Township	3,021	1,114	$4.64	$5,169	$268,786
Derry Township	7,256	2,946	$4.64	$13,669	$710,811
Granville Township	4,895	1,971	$4.64	$9,145	$475,563
Juniata Terrace Borough	502	223	$4.64	$1,035	$53,805
Kistler Borough	344	138	$4.64	$640	$33,297
Lewistown Borough[1]	8,998	4,023	$4.46	$17,943	$933,014
McVeytown Borough	305	168	$4.64	$780	$40,535
Menno Township	1,763	484	$4.64	$2,246	$116,780
Newton Hamilton Township	272	99	$4.64	$459	$23,887
Oliver Township	2,060	804	$4.64	$3,731	$193,989
Union Township	3,313	1,163	$4.64	$5,396	$280,609
Wayne Township	2,414	944	$4.64	$4,380	$227,768
Total	**46,386**	**19,190**		**$88,317**	**$4,592,508**

NOTE: B&L used the average cost of 2-3 bag trash disposal service for Mifflin County.

[1]: Lewistown Borough is currently collected by one hauler. B&L used Lewistown's collection rate of 4.46 to formulate the costs for Lewistown Borough.

[2]: B&L assumed 52 weeks to a year.

TABLE E-2: Cost savings experienced by the top six most populated Mifflin County municipalities.

Top 6 Municipalities Based on Population

Municipality	Population (2000)	Households	Approximate Tons Per Year (TPY)	Avg. $ spent per week on trash disposal per household (Lewistown Borough Rate)	Avg. $ spent per week on trash disposal by households (using Lewistown Borough Rate)	Avg. $ spent per week on trash disposal by households (using avg. Hauler Rates)	Avg. $ Spent Annually on Trash Disposal (using Lewistown Borough's Rate)	Avg. $ Spent Annually on Trash Disposal (using avg. Hauler Rate)[2]	Estimated Cost Savings Per Year	% Savings
Armagh	3,988	1,532	2,390	$4.46	$6,833	$7,108	$355,301	$369,616	$14,315	4%

Township										
Brown Township	3,852	1,403	2,189	$4.46	$6,257	$6,510	$325,384	$338,520	$13,136	4%
Derry Township	7,256	2,946	4,596	$4.46	$13,139	$13,669	$683,236	$710,788	$27,552	4%
Granville Township	4,895	1,971	3,075	$4.46	$8,791	$9,145	$457,114	$475,540	$18,426	4%
Lewistown Borough[1]	8,998	4,023	6,276	$4.46	$17,943	$17,943	$933,014	$933,014	$0	0%
Union Township	3,313	1,163	1,814	$4.46	$5,187	$5,396	$269,723	$280,592	$10,869	4%
Totals	**32,302**	**13,038**	**20,339**		**$58,149**	**$59,771**	**$3,023,773**	**$3,108,070**	**$84,298**	
% of County Total	**70%**	**68%**	**68%**			**68%**		**68%**		

1 Lewistown Borough is currently collected by one hauler. B&L used Lewistown's collection rate of $4.46 to formulate the costs for Lewistown Borough.
2 B&L assumed 52 weeks to a year

TABLE E-3: Approximate annual gross revenue generated for the Authority by receiving Mifflin County residents' trash at the Mifflin County Transfer Station.

lbs per week per household[1]	60
total # of households in Mifflin County	19,190
lbs of residential Mifflin County refuse per week	1,151,400
MSW tons per week	576
$ per ton (MSW tipping fee)	$64
$ per week (using MSW tipping fee)	$36,845
$ per year, assuming 52 weeks to a year	$1,915,930

[1] B & L assumed 20 lbs. per bag of residential refuse, and an average of 3 bags per week of refuse per household, thus 60 lbs. of refuse per household per week.

Appendix F

MCSWA 2009 Original Budget and 2010 Revised Budget Projections

APPENDIX F

2010 BASELINE PRELIMINARY BUDGET AND 2010 ADOPTED BUDGET MIFFLIN COUNTY SOLID WASTE AUTHORITY

A. 2010 Baseline Preliminary Budget

In the spring of 2009, the Authority prepared a preliminary operating budget forecast for 2010. This budget reflected some initial cost reduction measures undertaken by the Authority, prior to commencement of the Phase 1 Waste Stream and Revenue Assurance Study. This preliminary budget forecast, attached as Table F-1, proposed that a significant infusion of reserve funds (nearly $200,000) was needed to balance the budget. This budget shortfall projection was due primarily to declining waste deliveries at the transfer station. At a budgetary operating level of 29,500 tons per year throughput, and using the established Authority tipping fees in effect at the time, insufficient funds would have been collected to cover the operating expenses of the three primary Authority accounts, namely 1) waste consolidation, hauling, and landfilling; 2) recyclables pickup, processing and marketing, and; 3) post-closure care at the Authority's closed Barner Landfill. This budget projection stimulated the Authority's decision to retain a consultant to help the Authority undertake measures to bring in additional waste tonnages to the Authority, and to increase revenues and otherwise improve its financial situation.

B. 2010 Adopted Budget

As an outcome of the Phase 1 Study recommendations and Authority staff efforts, new cost-control and cost-cutting measures have been implemented, coupled with efforts to secure additional tonnages of waste to the transfer station. The budgetary outlook for year 2010 is now much better. As the 2010 adopted budget shows, attached as Table F-2, the Authority now projects a small surplus of funds for 2010, which is earmarked for placement in a new maintenance and replacement reserve account. The adopted budget reflects a projected tonnage throughput of approximately 41,200 tons (a 40% increase over the earlier tonnage projection) and other significant changes that affect the economics of the Authority's operations. Some of the more significant changes reflected in the revised budget in Table F-2 include:

1. Contracts with two large haulers for combined deliveries totaling at least 26,000 tons of waste, and resulting tipping fees.
2. An expectation of continued deliveries of waste from non-contracted haulers totaling about 15,000 tons, and resulting tipping fees.
3. An increase in the cost of transporting and disposing of the additional waste tonnages (which is more than offset by the additional tipping fees received).
4. A reduction in personnel costs of more than 20%, based upon implementation of Phase 1 study staffing recommendations.
5. Internal cost control measures, including company insurance and health insurance plan changes, and better control of cost-of-living increases.

C. Future Budgeting Needs

Beyond 2010, the Authority must continue to be diligent to project its costs and revenues, to plan in advance for expected and unexpected changes in parameters that affect Authority costs and revenues. The Authority is now preparing three-year budget forecasts to try to assess, and properly plan for, the economic impacts of such items as:

1. Renewal of pollution liability insurance, which is currently paid as a three-year premium, and is due again in 2011.
2. Modifications to the post-closure care requirements of the Barner Landfill.
3. The possible termination of some PADEP Act 101 recycling funds (which are dependent upon the reauthorization of fees in the state legislature), and the economic impact of the loss of those fees (such as Recycling Coordinator (50%) reimbursement, recycling performance grants, etc.)
4. The status of renewal of large-volume contracts in future years, and the impact of contracts and other measures to ensure the delivery of wastes to the Authority's transfer station.

Table F-1
2010 MCSWA BASELINE PRELIMINARY BUDGET

BUDGETED TONNAGE	29,500	
OPERATING REVENUES		
TRANSFER STATION INCOME	$1,949,986.75	
RELEASE OF T/S RESERVE BAL ACCT	$0.00	
RECYCLING INCOME (GRANT FUNDS INCL)	$151,584.00	
INVESTMENT & INTEREST INCOME	$20,500.00	
POST CLOSURE REVENUE/CAPITAL	**$0.00**	
TOTAL REVENUE FOR YEAR		**$2,122,070.75**
OPERATING EXPENSES		
ADMINISTRATIVE COSTS	$403,766.21	
TRANSFER STATION OPERATONAL COSTS	$1,707,107.85	
RECYCLING OPERATION COSTS	$168,508.69	
POST CLOSURE CAPITAL COSTS	$41,394.81	
SUBTOTAL OF EXPENSES:	$2,320,777.56	
RESERVE FUND DEPOSIT	**($198,706.81)**	
EXPENSE TOTALS		**$2,320,777.56**
TOTAL EXPENSES FOR YEAR		**$2,122,070.75**

Table F-2

2010 MCSWA ADOPTED BUDGET

BUDGETED TONNAGE	41,171	
OPERATING REVENUES		
TRANSFER STATION INCOME	$2,552,970.15	
RECYCLING INCOME (GRANT FUNDS INCL)	$137,600.00	
INVESTMENT & INTEREST INCOME	$15,500.00	
POST CLOSURE REVENUE/CAPITAL	$0.00	
SUBTOTAL OF INCOME:	$2,706,070.15	
TOTAL REVENUE FOR YEAR		**$2,706,070.15**
OPERATING EXPENSES		
ADMINISTRATIVE COSTS	$290,794.73	
TRANSFER STATION OPERATONAL COSTS	$2,199,035.02	
RECYCLING OPERATION COSTS	$101,349.00	
TRANSFER STATION CAPITAL COSTS	$63,269.22	
POST CLOSURE CAPITAL COSTS	$43,617.03	
SUBTOTAL OF EXPENSES:	$2,698,065.00	
EXPENSE TOTALS		**$2,698,065.00**
RESERVE FUND DEPOSIT	**$8,005.14**	
TOTAL EXPENSES FOR YEAR		**$2,706,070.15**

Appendix G

Authority Operations and Staffing Analysis

APPENDIX G

AUTHORITY OPERATIONS AND STAFFING ANALYSIS MIFFLIN COUNTY SOLID WASTE AUTHORITY

MCSWA Facilities Staffing Observations, Discussions between B&L and Authority Staff, MCSWA Staff Comments, and Independent B&L Recommendations

A. **Current (Fall 2009) MCSWA Staffing** (8 full time, 2 part-time):

Mifflin County Solid Waste Authority operations include post-closure responsibilities at the Barner Landfill (closed 2005), operation of a waste transfer station, and operation of a county-wide drop-off bin program to collect, process and bale recyclables and transport them to market. The MCSWA site also accepts various drop-off bulky waste and recyclable materials for further processing and disposition. Current facilities and equipment include a relatively new (2004) open-top waste transfer station and recycling (diversion and baling) depot, a truck scale and scalehouse, personnel and storage buildings, administrative offices, landfill-related equipment and facilities, rolling stock equipment, and recyclables and bulky waste drop-off areas and bins.

The Mifflin County Solid Waste Authority also diverts recyclables from select loads of waste deposited on the tipping floor of the transfer station. Through the end of August 2009, 695 tons of recyclables has been diverted off the tipping floor, for a diversion rate of approximately 4% (tons in versus tons shipped out). This has resulted in an estimated savings of approximately $33,100 in avoided transportation and disposal costs alone (29 + trailers avoided, based on average fill weight). The $33,100 does not include any income from the sale of the diverted material or any costs for the processing and transportation of it.

These MCSWA operations are staffed with the following personnel:

Administrative (2 ½ staff):

1. Executive Director
2. Office Manager/ Administrator
3. Part Time Admin. Assistant (Wed, Thurs, Fri)

Scales (equivalent of 1 staff):

4. Scale Operator – covered by two people – #1 (PT on Mon, Tues, plus alternating Saturday am's, when not serving as PT Admin. Assistant) and #2 (PT on Wed, Thurs, Fri, plus alternating Saturday am's) – The Operations Supervisor is also trained to run the scales in an emergency, and the Authority has a former part-time person available, with advance notice, to fill in here as well.

Transfer Station/Recycling Depot (5 ½ staff):

All full time operations staff are cross-trained to operate all equipment. This allows for coverage regardless of vacations, sick leave, emergencies, etc. Flexibility in operations is stressed. Staff rotate, on a schedule they developed, pulling trailers, tarping trailers, and running the Komatsu excavator/packer. The operations staff are managed by an Operations Supervisor. All other full-time operations staff are classified as "Workman". Each operations staff's primary duty is to conduct transfer station operations. If they are not needed in the building, they do other assigned tasks. All full-time staff help run the recycling bin collection and baling operations as needed. Each week, staff is given an individual task list, and a general TO DO list is developed. When their primary duties are completed and/or they are not needed in the transfer station, they are to work on those lists. Transfer Station/Recycling Depot staff include:

5. Operations Supervisor – Manages staff and waste transfer and recycling operations. Fills in where needed. Was running dropoff containers for several hours on the day B&L observed operations.

6. Workman #1 - FEL Operator – Two Workman alternate at this position weekly. Crushes the waste on the floor, pushes waste into the open-top truck or to the edge of floor for grapple to push in. When slow, also helps divert waste off the floor and moves recycling materials that have been set aside.

7. Workman #2 - All full-time operations staff alternate in this position weekly. Operates Komatsu boom grapple (balances loads in truck), directs incoming trucks into bays to unload, sorts some in floor area, tarps full open-top trailers, and runs jockey truck.

8. Workman #3 - services the recyclables drop-off bins throughout the County, runs baler, delivers recycling materials to Pheasant Valley and other market outlets, etc. Two Workman typically alternate this position on a weekly basis.

9. Workman #4 – assists with transfer station operations, plus maintenance, site/ landfill mowing and landscape work, etc.

10. Part Time Recyclables floor staff person – assists with transfer operations, does recycling duties part-time (7-10 am), picks up bulky drop-off areas on-site.

B. Aug. 17, 2009 MCSWA Transfer Station Operations and Staff Observations by B&L (a Monday)

1. The site's normal operating hours are 7 am – 3 pm weekdays, plus mornings on Saturday. A total of 10 packer trucks, 10 rolloff containers/ dump trucks, and 28 small pickups/ small trailers delivered waste to the transfer station on the day observed, between 7 am and 2 pm (B&L left the site at 2 pm due to slow activity).
2. The busiest waste delivery times of the day observed were between 7 am and noon. All except two of the normal, rear packer garbage trucks and four of the roll-offs/ dump trucks had made their deliveries to the site by noon.
3. Delivery truck turnaround time was observed to be minimal, very efficient. Other than queuing of two trucks at the scale at 6:30 am (waiting for the site to open), and one truck queued at the transfer station tip floor for a couple minutes, no waiting to unload was observed. The packer trucks averaged about 10 minutes turnaround time on-site (5 minutes the shortest, 13 minutes the longest); rolloffs averaged 5-10 minutes on-site; pickups time on-site varied based on how quickly they self-unloaded their payload. Excellent processing of trucks through the facility.
4. The loader operator at the tip floor seemed pretty busy compacting waste, stacking it, and loading it into open-top trucks during the morning. Since not much waste was received after noon on this day, less to do for the FEL operator in the afternoon.
5. At 110 tpd throughput (the load processed on the observed day, as well as the average daily throughput now (mid-2009) handled at the transfer station), there is a large amount of down-time of some staff when waste is not being received and processed (this was even with one staff person sick on the day of observation). Staff are directed to clean up site, move and store set-aside recyclables properly, etc. (work on their TO-DO list) during slow times; this occurred on the day observed.
6. The Komatsu operator seemed busy only part of the time, pushing waste in and distributing the loads; he did also tarp the 4 or 5 open-top trailers when full, and jockeyed some of the trailers around on the site.
7. The recycling floor person (PT) didn't appear to be too busy – two bales of cardboard appeared to be formed that day. Some bulky area cleanup occurred, and some skid-steer operation occurred moving recyclables from the tip floor to trailers.

   Note: The work load for the PT staff person is dependent on recycling bins delivered and waste loads that can be sorted. The observation day was reportedly a slow day for both. The part-time employee is here "as needed" and is to be sent home if the work load for that day does not require his services. However, given the fluctuating day to day tonnage, it

is difficult to decide when to send the part-time staff home, as the tonnage may suddenly spike the rest of the day.

8. The Operations Supervisor spent several hours off-site, running empty drop-offs out and bringing back full ones for handling. He also jockeyed open-top trucks around the site some. He said he was filling in for the sick Workman, so B&L was not able to observe the Supervisor's normal on-site activities on a normal day (note – coverage for absent employees is a duty).

9. The Workman assigned to site maintenance mowed some of the old landfill (for at least a couple hours). Note – it looked like that area of the landfill had not been mowed in a while; there were some sumac or other small shrub-type bushes mowed down with the grass.

   NOTE: the Barner Landfill is typically mowed 1-2 times per year. It takes several days to mow completely. This frequency may increase with the ECC project.

10. About 60% of the incoming waste delivery vehicles were pickup trucks, some with trailers. These people unload their own waste where directed, directly onto the bay floors. There is minimal Authority staff involvement in the unloading operation.

    Additional comments from MCSWA staff:

    a. Commercial and public recycling bin pickups vary. Some days are extremely busy, while others are slow. For example, during the active school year, the mixed paper bin collection increases. Also, as the economy picks up, the OCC program increases.
    b. Baler use depends on bin pickup and amount of stored material to bale. For example, mixed paper and newspaper are stored until a large amount is available to bale (MCSWA has no bulk storage facilities, so all material must be stored in the collection bins). Then, a large portion of the day is spent baling and delivering the finished bales. If this falls on a day of heavy bin collection, which is on demand, staff is busy.
    c. The work load of the operations staff, including the part-time staff, varies with both the daily tonnage and the type of tonnage; i.e., more roll-offs and private loads equate to a busier day.
    d. The Monday when B&L observed operations seemed to be a slower Monday than was typical.

C. B&L's Suggested MCSWA Facility Staffing Needs and Roles

1. MCSWA currently employs 8 FT and 2 PT staff. B&L's analysis has determined that, if the waste throughput at the MCSWA facility stays at 30,000 tons per year, a total staff of 7-9, made up of 5 to 7 full-time staff, plus 2 to 4 part-time staff, should be able to staff this entire operation. This staffing level should be able to also handle heavier tonnage throughput; In B&L's experience, other transfer stations with similar operations and substantially larger throughput tonnages operate with staffs at the B&L recommended levels. The minimal staffing estimates are 5 full-time, plus 2 part-time staff, along with engineering and mechanical/maintenance outside contracts. Final staffing adjustments are subject to further discussions and consideration with the Authority board and administrative staff.

   Suggested positions and duties, with a reduced staff operation, could be:

   a. **Staff #1 (FT)- Administrator/ Accounting/ Scale** – HR, accounting, personnel scheduling and vacations, Authority board interaction, waste delivery and materials contracts management, services marketing, data eval., billing oversight, support of Operations Supervisor's facilities oversight, etc. If the Executive Director position is converted as suggested in item b. below, the Administrator may need to assume some of the Director's/Engineer's non-engineering and specialty duties that are not covered under a PE consulting contract.
   b. **Special Engineering Services Consultant (not on MCSWA payroll), OR convert Executive Director (ED) position to a PT staff position)** – part-time PE under contract (which may be a contract for the former ED's services, if he leaves the Authority and becomes a private consultant, or joins a consulting company) to provide engineering services currently provided by the ED as a PE on staff; OR, reduce MCSWA staff ED position to PT, with an average of 3 days per week. See further discussion of this topic under items #2 and #5 below.
   c. **Staff #2 (FT) – Administrative Assistant/ Scale Operator** – part-time on billings, data analysis, other office support to Administrator as needed (may need to expand to full-time administrative support, based on other admin. staff changes); part-time as Certified Scale Operator.
   d. **Staff #3 (PT) - Certified Scale Operator** – together with Staff #2 (or PT duties from one of the other Workman trained on scale operations), one of these staff must be at scale during all hours of operation.

e. **Staff #4 (FT) - Working Operations Supervisor -** If the Executive Director position is converted as suggested, the Operations Supervisor may need to assume some of the Director's/Engineer's non-engineering and specialty operational duties that are not covered under a PE consulting contract. Fill in anywhere during sched. and unsched. staff outages, know how to run all equipment, oversee field personnel, etc. Normal duties should include directing waste deliveries into bays, directing recyclables loads to bays, overseeing and assisting with recycling/ baling ops., jockeying trailers on-site (as a backup person). Could be assigned the loader's or grapple operator's spot but must be able and available to do multiple functions as needed.

f. **Staff #5 (FT) Workman - Operator/ Laborer/ Driver -** primary front-end loader operator – compacts and moves waste on tip floor, ID's recyclables to put to side, pushes waste into open-top. Moves segregated recyclables to proper bin.

g. **Optional Staff #6 Workman - (FT, or eliminate position and split work between Supervisor's and Workman's duties) - Operator/ Laborer/ Driver -** primary grapple operator – balances loads, pushes waste onto open-top, tarps full trailers, jockeys full and empty trailers into place. Works hand-in-hand to load trailers and balance/ maximize loads simultaneously with FEL operator. **OR,** eliminate position and assign grapple work to the Ops. Supervisor's duties, and other support work to another Workman's duties.

h. **Optional Staff #7 (PT position, or contract for services) – Mechanic/ Laborer** – perform equipment maintenance plus misc. duties as needed during peak times of day, plus landfill maintenance and landscaping as needed, recycling support as needed during slow times; **OR** could contract for mechanical/maintenance services, and assign landscaping to others during slow times. May consider this as a FT position and training this Workman to operate scales PT, as needed, when not performing other Workman/ maintenance/ mechanic duties.

i. **Staff #8 (PT position) – Laborer** – perform misc. duties as needed during peak times of day.

Note: This part-time staff person works at minimum cost per hour, and is very flexible on taking more or less hours as needed, and could pick up additional duties, so this position provides value at minimal cost to the Authority.

j. **Staff #9 (FT) – Workman - Recyclables Operator/ Driver** – Currently, on average, about 1-3 dropoff bins are services daily (but varies). The baler appears to be run for less than 1 hour per

day. Sorted/ processed materials are taken to Pheasant Valley periodically. Cleanup of dropoff materials are needed occasionally. Appears that one staff person should be able to handle this. If dropoff program expands, this position's time demands will increase, but should still be doable with one staff, with Supervisor or Workman support when needed.

2. As suggested above, engineering services of the Executive Director position may be replaced with a part-time Consultant PE, and other current non-engineering duties of the ED could be are covered by the Operations Supervisor and the Administrator.

   NOTE: The Executive Director/Engineer is also currently the official county recycling coordinator. PADEP supports up to 50% of the salary and related costs of recycling activities performed under this position. If the Executive Director position is eliminated, the Authority should consider who on the Authority staff takes on this role.

   The Authority may also want to investigate whether the ED position could go to part-time, as opposed to replacing these services with a contract. The Authority may want to review the feasibility and cost (if feasible) of this option with the ED in comparison to a part-time PE contract. One possible scenario is to reduce the ED responsibilities to only engineering and recycling, at an average of 3 days per week, with two days per week (average) dedicated to Recycling Coordinator duties (50% reimbursable) and one day per week (average) dedicated to engineering duties. Other current non-engineering and non-recycling duties of the ED could be reassigned to other MCSWA staff, with training taking place possibly in the Fall of 2009. Full time benefits would be eliminated for the ED position, but certain equipment support, etc. could be retained. Under this arrangement, no part-time consulting agreement would be entered.

3. As suggested above, the grapple, tarping and jockey duties may be covered (optional) by a combination of the Ops. Supervisor and another Workman, if this does not impede the Ops. Supervisor from covering other positions when needed; this requires further discussion and consideration.

4. As suggested above, the staff person assigned to maintenance/mechanic duties may be reduced to part-time, OR the mechanic duties may be contracted out and the maintenance duties assigned to others on staff during slow times.

5. Other Notes
   a. A list of duties at the site that could be supplied through a part-time Consultant PE contract need to be developed. The Board

will need to establish/ confirm the list of requested services. The contract that is developed should contain specific tasks, but be flexible enough to add tasks not included as needed. The initial estimate of the cost of consulting services being discussed is in the ballpark of $35,000.

b. If the Executive Director position is eliminated, there is a loss of, and therefore a need for, redundancy in covering specific Administrator duties due to regular or unforeseen conditions, vacations, etc.; the Admin. Assistant is currently the position that (logically) would temporarily cover at least some of those responsibilities. The Administrative Assistant may need to dedicate additional time to supporting the Administrator's duties. This coverage may also be placed as an optional duty in a Consultant's contract, and may require further discussion and confirmation prior to making a decision.

D. Factors that May Better-Utilize Current Staff Levels

IF the waste tonnages significantly increase due to guaranteed deliveries from major haulers such as Parks and/or Cocolamus (through the proposed volume discount contracts), AND if the We Care project proceeds and includes operational staffing requirements, it is possible that current staff (other than the Executive Director position – See Item #3 discussion below) may be better-utilized and supported by operational revenues. These factors are further discussed below.

1. If the proposed We Care vermicomposting project moves ahead, and is built with private or grant funds on the MCSWA property, and if MCSWA staff operates it, then there is opportunity to more efficiently operate all current MCSWA facilities plus the addition of the We Care facility with little or no addition of current Authority staff. Rather, current staff could be more efficiently utilized, and the We Care operation could bring in additional operational revenues. This project would, however, take some time to develop, permit, construct and place into service, so this is not seen as a short-term solution to the current need to modify staffing. On a positive note, the We Care owners appear very interested in building this facility on Authority grounds.

   Note: WE CARE is working to secure waste tonnages to support its proposed facility.

2. If waste tonnages increase by 10-15,000 tpy (from the current 30,000 tpy, to 40-45,000 tpy), a 33 to 50% increase in throughput, nearly all Authority staff will be busier in their current roles to move the waste through the site and divert/ process recyclables. At an increased daily tonnage of 140-160

tpd (average), the current facility and equipment can process this increased waste loading. The Operations Supervisor's role to fill in anywhere, as needed, will become more critical, and one of the optional recommended Workman staff should be better-utilized. Other recommended site staff would have less down-time.

3. Under a 40-45,000 tpy scenario, the need and function of the Executive Director position is dependent on redefining the future of the Authority. Does the job need to be full-time, or could it be a part-time position, or even provided on a consultant basis?
    a. Defining the current tasks carried out by the ED is the first step.
    b. Next, if the Authority bids out some or all of the operational services of the MCSWA (i.e. waste transfer, recycling, landfill maintenance), the ED position is part-time at best.
    c. If the Authority maintains control of the ownership and operation of the facilities, a review of current ED tasks will be needed to determine the need for an ED under an expanded tonnage scenario; **current budget conditions may still not allow for maintaining a full-time ED, even with increased tonnages.**
    d. The proposed We Care vermicomposting operation on-site would add some additional responsibilities for an ED, but again they would be administrative. Having a PE license has importance, but could be provided by a consultant. It would be to the Authority's advantage to have the current ED contracted as a part-timer or as a part-time consultant; this would allow flexibility for the future, an economical arrangement, and would retain a valuable working knowledge of the past and current MCSWA projects.

E. Bidding for Operational Services, as an Alternative to Staffing the Authority's Facility Operations

The Authority may want to consider the following options, as a "last resort" should it not be able to secure additional tonnages and balance/secure revenues sufficient to balance its budget in the short and long-term. These options may be considered if:

a. The Authority fails to secure contracts with major waste haulers such as Park and Cocolamus;
b. The Authority cannot balance its 2010 budget without drastic (i.e. unacceptable) cuts in personnel and benefits;
c. The WE CARE project, that relies on MCSWA public facility staffing support to help justify its feasibility, does not come to fruition;
d. No County assistance in any form is provided, and;
e. No other options are available.

Under this "last resort" scenario, development of bid specifications and contractual duties of a third party would be critical to the continued operation of this facility, and could include:

a. Transfer Station – Provide staff to direct vehicles to off loading areas. Review loads for proper materials. Load trailers for maximum payloads. Properly tarp trailers. Jockey trailers as required. Maintain and clean facility as needed. Maintain facility roads (summer and winter), dust and litter control. Fines for not carrying out proper facility functions.
b. Recycling – Service dropoff sites throughout the County (or, retain as an Authority function), provide staff to carry out the separation and loading, processing of recyclables delivered to the facility. This includes loading (and possibly delivery, unless the Authority retains this function) of outside vehicles with materials to go to market. The wheeled loader from the transfer station could do this. Maintain the recycling area, litter, etc.
c. Closed Landfill – Provide staff and equipment to maintain the closed landfill to permit standards. Provide erosion control, maintain cap, mow, possible groundwater/ leachate sampling and testing/ reporting, and provide whatever is required by the permit listed as specific tasks. The future landfill gas collection function which may be done by a third party would have to be further evaluated for responsibility under this scenario.

Bidding out the services may make the Authority an administrative function only, plus the operation of the truck scale. Authority duties retained would include authority meetings, scales and billing, possible dropoffs servicing and delivery of separated materials to markets, along with contract administration for outside services (such as groundwater testing/reporting and site functions). The Authority's office personnel function would continue as it does today, with added workload.

This option (bidding for private operation of MCSWA facilities) is presented in this report at this time for information purposes only, and is not the preferred or recommended solution to addressing the Authority's current issues.

Appendix C

Recycling Data

Mifflin County

Recycling Tonnages (2006 – 2012)

Mifflin County Recycling Tonnage Total							
Type of Material	**2006**	**2007**	**2008**	**2009**	**2010**	**2011**	**2012**
Single Stream				48.4	89.5	109.6	236.8
Commingled Materials	0.7						
Cardboard	3,058.9	3,192.0	3,129.3	3,329.6	4,116.1	4036.3	4146.3
Magazines	6.5	2.2	3.9	10.6	12.2	8.4	13
Mixed Paper	388.2	409.5	469.6	293.6	383.4	211.6	192.5
Newsprint	314.0	300.0	307.2	274.4	188.6	352.8	382.3
Office Paper	18.0	32.3	25.3	155.5	154.7	411.4	393.1
Computer Paper	21.4	1.2					
Aluminum Cans	378.0	94.1	77.6	51.4	67.3	102.3	60.2
Steel and Bimetallic Cans	27.9	5.2	8.4	12.1	23.5	35.7	39.8
Mixed Cans		25.9					
Aluminum Scrap	673.6	214.2	82.9	112.9	339.1	75.4	72
Brass	12.1	12.0	30.0	113.8	32.8	14.5	12.5
Copper	18.6	28.0	40.0	51.1	85.6	22.3	20.3
Ferrous Metals	5,141.4	4,628.0	5,880.7	4,113.8	7,421.6	5637.3	6276.3
Non Ferrous Metals	135.4	97.4	102.8	299.7	390.3	350.8	318.2
Lead	3.0	21.4	4.3	12.6	1.8	2.1	0.1
Nickel				50.0		8	8
Stainless Steel	20.8	24.0	41.8	24.8	46.2	46.3	40.6
White Goods	31.1	122.3	82.4	12.2	7.7	7.7	43.7
Wire/Cable	1.7				10.8	0.8	0.8
Mixed Metals	227.1	229.7	237.2	892.4	56.8	44	40.5
Brown Glass	64.8	53.2	67.3	61.3	63.0	56.2	59.2
Clear Glass	59.2	38.2	41.1	45.5	44.2	65.2	49
#1 Plastic (PET)			0.1	0.5	3.3	1.9	2.1
#2 Plastic (HDPE)	9.7	4.0	0.1	0.9	9.3	11.5	10.8
#3 Plastic (PVC)						0.3	0.4
#4 Plastic (LDPE)	8.0			5.6	5.6	12.8	24
#5 Plastic (PP)		10.9	6.7	16.9	4.7	4.7	4.7
Film Plastic	8.5	22.8	10.4	13.3	20.5	23.1	22.4
Mixed Plastics	30.5	36.3	45.6	54.4	71.9	70.4	76.2
Other Plastics		3.8	18.1	12.0	7.9	9.6	49.3
Rubber Tires	140.4	163.0	159.2	327.6	163.3	155.5	143.8
Antifreeze		0.6				0.1	0.8
Batteries: Lead Acid	180.8	126.7	74.9	53.0	155.1	86.7	111.4
Batteries: Other Household Batteries			1.0	0.9	0.9	0.9	0.9
Catalytic Converters, Radiators	10.0		12.0	4.0	13.0	0.3	0.3
Computer Systems					26.9	44.6	
Consumer Electronics	7.9	23.3	23.0	31.1			89.8
Fluorescent Tubes & CFLs	1.0	1.0	1.0	1.0	1.0	0.9	0.9
Used Oil	345.5	110.3	44.9	50.8	34.7	75.9	73.9
Clothing and Textiles		19.7	20.0	21.3			
Mattresses			0.1				
Miscellaneous/Other Consumer Items			0.2	0.2			468.3
Food Waste	12.8	797.9	1,517.8	1,745.8	69.8	82.1	216.8
Wood Waste	3,303.9	3,366.2	5,900.6	6,797.7	7,092.9	1614.7	1594
Yard and Leaf Waste	1,007.7	1,587.5	1,416.5	1,381.8	958.3	2063.3	2104.8
TOTAL	**15,669.1**	**15,804.8**	**19,884.0**	**20,484.5**	**22,174.3**	**15,858.0**	**17,400.8**

Juniata County

Recycling Tonnages (2006 – 2012)

Juniata County Recycling Tonnage Total							
Type of Material	2006	2007	2008	2009	2010	2011	2012
Single Stream	1,028.0						
Cardboard	1,140.6	838.9	621.0	524.0	581.2	599.9	544.3
Magazines	69.8	42.4		9.5	17.7		
Mixed Paper	76.9	27.2	17.9	49.6	0.3	135	93.8
Newsprint	131.2	88.2	122.6	59.3	34.6	32.9	61.1
Office Paper	4.0			3.3	30.2	12.8	14.5
Computer Paper			13.7				
Aluminum Cans	139.8	61.5	45.9	12.0	22.3	15.4	11.9
Steel and Bimetallic Cans	78.5	64.3	25.6	92.2	22.3	24	18.9
Aluminum Scrap	21.0		9.6	12.8	4.8	10.2	
Brass	1.0		0.7	36.8	0.5	1.5	0.2
Copper	6.4		3.0	9.8	1.7	3.3	1.8
Ferrous Metals	38.4	51.4	73.3	53.8	1,138.8	39.4	84.5
Non Ferrous Metals				349.6	0.2	0.3	7.6
Stainless Steel	0.6		1.8	360.0	0.2		
Mixed Metals	29.4		0.5		18.6	1.2	
Brown Glass	104.4	102.9	47.0				
Clear Glass	96.4	71.3	25.4	20.5	22.1	10.7	20.4
Green Glass	79.4	61.4	22.6				
Mixed Glass	79.4			20.2	22.1	10.7	15.6
#1 Plastic (PET)	32.3	31.0	12.1	8.9	13.2	3.4	7.4
#2 Plastic (HDPE)	40.1	35.6	13.8	8.3	7.3	5.2	9.2
#4 Plastic (LDPE)			9.0				
Mixed Plastics	10.5						
Other Plastics	6.0	8.0		9.0	10.0	9	10.6
Rubber Tires	21,200.0		15,204.0	12,504.0	16,244.0	29447	1800
Batteries: Lead Acid	4.2			1.7	1.0	37.6	23.9
Catalytic Converters, Radiators	0.6				0.2		
Computer Systems					22.3	20.4	19.3
Miscellaneous/Other Consumer Items	0.7	0.7	2.4	664.1	8.9	6.8	
Wood Waste	691.5			1,355.0		1.5	
Yard and Leaf Waste					4.8	11.4	
TOTAL	25,111.1	1,484.8	16,271.9	16,164.4	18,229.3	30,439.6	2,745.0

Regional
Recycling Tonnages (2006 – 2012)

MIFFLIN JUNIATA REGIONAL RECYCLING TONNAGE TOTAL

Type of Material	2006	2007	2008	2009	2010	2011	2012
Single Stream	1,028.0			48.4	89.5	109.6	236.8
Commingled Materials	0.7	0.0	0.0	0.0	0.0	0.0	0.0
Cardboard	4,199.5	4,030.9	3,750.3	3,853.6	4,697.3	4,636.2	4,690.6
Magazines	76.3	44.6	3.9	20.1	29.9	8.4	13.0
Mixed Paper	465.1	436.7	487.5	343.2	383.7	346.6	286.3
Newsprint	445.2	388.2	429.8	333.7	223.2	385.7	443.4
Office Paper	22.0	32.3	25.3	158.8	184.9	424.2	407.6
Computer Paper	21.4	1.2	13.7	0.0	0.0	0.0	0.0
Aluminum Cans	517.8	155.6	123.5	63.4	89.6	117.7	72.1
Steel and Bimetallic Cans	106.4	69.5	34.0	104.3	45.8	59.7	58.7
Mixed Cans		25.9	0.0	0.0	0.0	0.0	0.0
Aluminum Scrap	694.6	214.2	92.5	125.7	343.9	85.6	72.0
Brass	13.1	12.0	30.7	150.6	33.3	16.0	12.7
Copper	25.0	28.0	43.0	60.9	87.3	25.6	22.1
Ferrous Metals	5,179.8	4,679.4	5,954.0	4,167.6	8,560.4	5,676.7	6,360.8
Non Ferrous Metals	135.4	97.4	102.8	649.3	390.5	351.1	325.8
Lead	3.0	21.4	4.3	12.6	1.8	2.1	0.1
Nickel				50.0	0.0	8.0	8.0
Stainless Steel	21.4	24.0	43.6	384.8	46.4	46.3	40.6
White Goods	31.1	122.3	82.4	12.2	7.7	7.7	43.7
Wire/Cable	1.7				10.8	0.8	0.8
Mixed Metals	256.5	229.7	237.7	892.4	75.4	45.2	40.5
Brown Glass	169.2	156.1	114.3	61.3	63.0	56.2	59.2
Clear Glass	155.6	109.5	66.5	66.0	66.3	75.9	69.4
Green Glass	79.4	61.4	22.6	0.0	0.0	0.0	0.0
Mixed Glass	79.4			20.2	22.1	10.7	15.6
#1 Plastic (PET)	32.3	31.0	12.2	9.4	16.5	5.3	9.5
#2 Plastic (HDPE)	49.8	39.6	13.9	9.2	16.6	16.7	20.0
#3 Plastic (PVC)						0.3	0.4
#4 Plastic (LDPE)	8.0		9.0	5.6	5.6	12.8	24.0
#5 Plastic (PP)		10.9	6.7	16.9	4.7	4.7	4.7
Film Plastic	8.5	22.8	10.4	13.3	20.5	23.1	22.4
Mixed Plastics	41.0	36.3	45.6	54.4	71.9	70.4	76.2
Other Plastics	6.0	11.8	18.1	21.0	17.9	18.6	59.9
Rubber Tires	21,340.4	163.0	15,363.2	12,831.6	16,407.3	29,602.5	1,943.8
Antifreeze		0.6	0.0	0.0	0.0	0.1	0.8
Batteries: Lead Acid	185.0	126.7	74.9	54.7	156.1	124.3	135.3
Batteries: Other Household Batteries			1.0	0.9	0.9	0.9	0.9
Catalytic Converters, Radiators	10.6		12.0	4.0	13.2	0.3	0.3
Computer Systems					49.2	65.0	19.3
Consumer Electronics	7.9	23.3	23.0	31.1	0.0	0.0	89.8
Fluorescent Tubes & CFLs	1.0	1.0	1.0	1.0	1.0	0.9	0.9
Used Oil	345.5	110.3	44.9	50.8	34.7	75.9	73.9
Clothing and Textiles		19.7	20.0	21.3	0.0	0.0	0.0
Mattresses			0.1	0.0	0.0	0.0	0.0
Miscellaneous/Other Consumer Items	0.7	0.7	2.6	664.3	8.9	6.8	468.3
Food Waste	12.8	797.9	1,517.8	1,745.8	69.8	82.1	216.8
Wood Waste	3,995.4	3,366.2	5,900.6	8,152.7	7,092.9	1,616.2	1,594.0
Yard and Leaf Waste	1,007.7	1,587.5	1,416.5	1,381.8	963.1	2,074.7	2,104.8
TOTAL	40,780.2	17,289.6	36,155.9	36,648.9	40,403.6	46,297.6	20,145.8

Re-Trac Report Juniata County (2008-2013)

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Re-TRAC™ REPORTS

Southcentral Region, State of Pennsylvania

Date generated:	Apr 21, 2014 3:03PM
Single-year analyses selected for:	2013
Historical analyses selected for years:	2008 - 2013
Number of report pieces selected:	2
Number of modules selected:	7
Number of zones selected:	18

Zones (18):

- Beale Township
- County-wide Data
- Delaware Township
- Fayette Township
- Fermanagh Township
- Greenwood Township
- Lack Township
- Mifflin Borough
- Mifflintown Borough
- Milford Township
- Monroe Township
- Port Royal Borough
- Spruce Hill Township
- Susquehanna Township
- Thompsontown Borough
- Turbett Township
- Tuscarora Township
- Walker Township

Modules (7):

- Residential Recycling
- Residential Household Hazardous Waste
- Residential Organics
- Residential Solid Waste
- Commercial Recycling
- Commercial Organics
- Commercial Solid Waste

Note: All tonnage totals shown in this report include the weights from all selected module unless otherwise stated.

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1. County Trends Over Time

Figure 1.1 - Total Tons Generated, 2008 to 2013

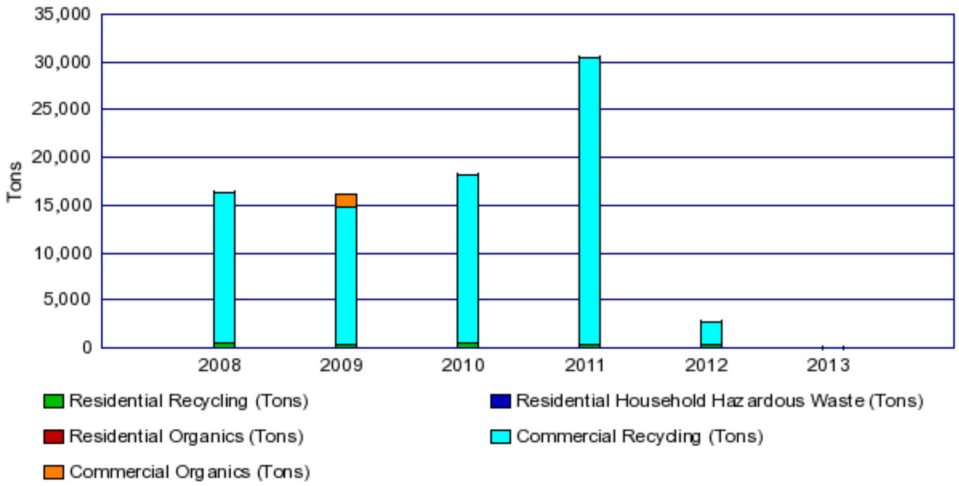

Table 1.1 - Total Tons Generated, 2008 to 2013

Year	Residential Recycling (Tons)	Residential Household Hazardous Waste (Tons)	Residential Organics (Tons)	Commercial Recycling (Tons)	Commercial Organics (Tons)	TOTAL (Tons)
2008	464.9			15,806.8		16,271.7
2009	295.1	1.7		14,512.6	1,355.0	16,164.4
2010	553.4	23.5	4.8	17,658.6		18,240.3
2011	320.8	58.0	12.9	30,047.9		30,439.7
2012	255.4	43.2		2,446.5		2,745.2
2013				21.5		21.5

Table 1.2 - Individual Material Tonnage by Year, Residential Recycling, 2009 to 2013

Materials	2009 (Tons)	2010 (Tons)	2011 (Tons)	2012 (Tons)	2013 (Tons)
Paper					
Cardboard (C01)	83.4	366.1	54.9	78.5	
Magazines (PA1)	7.0	15.9			
Mixed Papers (PA3)	44.6	0.3	135.0	14.4	
Newsprint (PA2)	59.3	27.7	32.9	61.1	
Office Papers (PA4)		14.3	2.3	2.6	
TOTAL PAPER	**194.3**	**424.2**	**225.2**	**156.5**	**0.0**
Metals					
Aluminum Cans (AA1)	11.5	21.4	15.3	11.9	
Steel and Bimetallic (tin) cans (F02)	18.9	17.1	24.0	18.9	

Aluminum Scrap (AA2)	6.4	4.8	10.2		
Brass (N03)	0.4	0.5	1.5	0.2	
Copper (N02)	4.4	1.7	3.3	1.8	
Ferrous Metals (F01)	7.0		4.1	5.8	
Non Ferrous Metals (N01)		0.1	0.3	7.6	
Stainless Steel (N05)		0.2			
Mixed Metals (MM1)		18.6	1.2		
TOTAL METALS	**48.7**	**64.5**	**59.9**	**46.3**	**0.0**
Glass					
Clear Glass (GL1)	16.4	15.5	10.7	20.4	
Mixed Glass (GL2)	18.2	15.5	10.7	15.6	
TOTAL GLASS	**34.6**	**31.0**	**21.4**	**36.1**	**0.0**
Plastics					
#1 Plastic (PET) (PL1)	8.0	11.2	2.4	7.4	
#2 Plastic (HDPE) (PL2)	7.5	6.2	5.2	9.2	
Other Plastic (PL9)		9.0			
TOTAL PLASTICS	**15.5**	**26.3**	**7.7**	**16.5**	**0.0**
Other					
Miscellaneous/Other Consumer Items (MIS)	2.1	7.4	6.8		
TOTAL TONNAGE	**295.1**	**553.4**	**320.8**	**255.4**	**0.0**

Table 1.3 - Individual Material Tonnage by Year, Residential Household Hazardous Waste, 2009 to 2013

Materials	2009 (Tons)	2010 (Tons)	2011 (Tons)	2012 (Tons)	2013 (Tons)
Household Hazardous Waste					
Batteries: Lead Acid (B01)	1.7	1.0	37.6	23.9	
Catalytic Converters, Radiators (V01)		0.2			
Computer Systems (CB1)		22.3	20.4	19.3	
TOTAL TONNAGE	**1.7**	**23.5**	**58.0**	**43.2**	**0.0**

Table 1.4 - Individual Material Tonnage by Year, Residential Organics, 2009 to 2013

Materials	2009 (Tons)	2010 (Tons)	2011 (Tons)	2012 (Tons)	2013 (Tons)
Organics					
Wood Waste (WW1)			1.5		
Yard and Leaf Waste (Y01)		4.8	11.4		
TOTAL TONNAGE	**0.0**	**4.8**	**12.9**	**0.0**	**0.0**

Table 1.5 - Individual Material Tonnage by Year, Commercial Recycling, 2009 to 2013

Materials	2009 (Tons)	2010 (Tons)	2011 (Tons)	2012 (Tons)	2013 (Tons)
Paper					
Cardboard (C01)	440.6	215.1	545.0	465.8	
Magazines (PA1)	2.5	1.8			
Mixed Papers (PA3)	5.0			79.4	

Newsprint (PA2)		6.9			
Office Papers (PA4)	3.3	15.9	10.5	11.9	
TOTAL PAPER	**451.3**	**239.7**	**555.5**	**557.1**	**0.0**
Metals					
Aluminum Cans (AA1)	0.5	0.9	0.1	0.0	
Steel and Bimetallic (tin) cans (F02)	73.3	5.2			
Aluminum Scrap (AA2)	6.4				
Brass (N03)	36.4				
Copper (N02)	5.4				
Ferrous Metals (F01)	46.8	1,138.8	35.3	78.7	
Non Ferrous Metals (N01)	349.6	0.1		0.0	
Stainless Steel (N05)	360.0				
TOTAL METALS	**878.4**	**1,145.1**	**35.4**	**78.8**	**0.0**
Glass					
Clear Glass (GL1)	4.1	6.6			
Mixed Glass (GL2)	2.0	6.6			
TOTAL GLASS	**6.1**	**13.3**	**0.0**	**0.0**	**0.0**
Plastics					
#1 Plastic (PET) (PL1)	0.9	2.0	1.0		
#2 Plastic (HDPE) (PL2)	0.8	1.1			
Other Plastic (PL9)	9.0	1.0	9.0	10.6	
TOTAL PLASTICS	**10.7**	**4.1**	**10.0**	**10.6**	**0.0**
Other					
Rubber Tires (MO1)	12,504.0	16,255.0	29,447.0	1,800.0	
Miscellaneous/Other Consumer Items (MIS)	662.0	1.5	0.0		**21.5**
TOTAL OTHER	**13,166.0**	**16,256.5**	**29,447.0**	**1,800.0**	**21.5**
TOTAL TONNAGE	**14,512.6**	**17,658.6**	**30,047.9**	**2,446.5**	**21.5**

Table 1.6 - Individual Material Tonnage by Year, Commercial Organics, 2009 to 2013

Materials	2009 (Tons)	2010 (Tons)	2011 (Tons)	2012 (Tons)	2013 (Tons)
Organics					
Wood Waste (WW1)	1,355.0				

Re-Trac Report Mifflin County (2008-2013)

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Re-TRAC™ REPORTS

Southcentral Region, State of Pennsylvania

Date generated:	Apr 21, 2014 3:02PM
Single-year analyses selected for:	2013
Historical analyses selected for years:	2008 - 2013
Number of report pieces selected:	2
Number of modules selected:	7
Number of zones selected:	17

Zones (17):

- Armagh Township
- Bratton Township
- Brown Township
- Burnham Borough
- County-wide Data
- Decatur Township
- Derry Township
- Granville Township
- Juniata Terrace Borough
- Kistler Borough
- Lewistown Borough
- McVeytown Borough
- Menno Township
- Newton Hamilton Borough
- Oliver Township
- Union Township
- Wayne Township

Modules (7):

- Residential Recycling
- Residential Household Hazardous Waste
- Residential Organics
- Residential Solid Waste
- Commercial Recycling
- Commercial Organics
- Commercial Solid Waste

Note: All tonnage totals shown in this report include the weights from all selected module unless otherwise stated.

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1. County Trends Over Time

Figure 1.1 - Total Tons Generated, 2008 to 2013

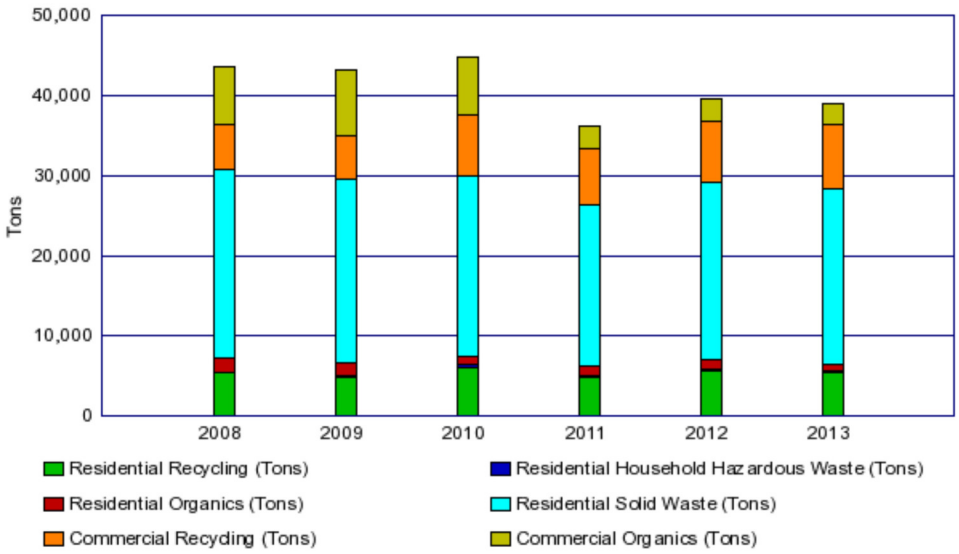


Table 1.1 - Total Tons Generated, 2008 to 2013

Year	Residential Recycling (Tons)	Residential Household Hazardous Waste (Tons)	Residential Organics (Tons)	Residential Solid Waste (Tons)	Commercial Recycling (Tons)	Commercial Organics (Tons)	TOTAL (Tons)
2008	5,330.1	156.8	1,747.4	23,627.0	5,562.2	7,087.5	43,511.1
2009	4,894.4	140.8	1,620.3	22,893.0	5,430.8	8,305.0	43,284.2
2010	6,098.8	231.6	1,045.3	22,561.7	7,722.5	7,075.8	44,735.6
2011	4,838.1	209.4	1,149.0	20,251.0	7,050.3	2,611.1	36,108.7
2012	5,602.8	278.0	1,171.5	22,226.6	7,604.2	2,744.0	39,627.1
2013	5,383.7	311.6	678.7	22,033.0	7,895.9	2,691.4	38,994.3

Table 1.2 - Individual Material Tonnage by Year, Residential Recycling, 2009 to 2013

Materials	2009 (Tons)	2010 (Tons)	2011 (Tons)	2012 (Tons)	2013 (Tons)
Single Stream					
Single Stream (SS1)	23.5	80.9	107.4	217.4	**101.3**
Paper					
Cardboard (C01)	160.0	119.5	184.7	135.9	**335.3**
Mixed Papers (PA3)	156.4	164.0	82.2	37.8	**74.9**
Newsprint (PA2)	154.0	164.3	172.8	212.2	**161.2**
Office Papers (PA4)	3.3	6.1			

TOTAL PAPER	**473.6**	**453.9**	**439.6**	**385.9**	**571.4**
Metals					
Aluminum Cans (AA1)	50.6	62.3	92.5	50.3	**46.7**
Steel and Bimetallic (tin) cans (F02)	12.1	23.5	35.7	39.8	**11.7**
Aluminum Scrap (AA2)	51.3	225.9	18.4	15.0	**12.7**
Brass (N03)	10.3	10.4	2.4	0.4	**0.4**
Copper (N02)	25.3	21.7	5.5	3.5	**3.5**
Ferrous Metals (F01)	3,014.9	4,597.9	3,520.0	4,063.6	**4,023.0**
Non Ferrous Metals (N01)	213.2	316.8	318.0	273.2	**276.9**
Lead (N04)	7.6	1.8	2.1	0.1	
Nickel (N10)	50.0		0.0	0.0	
Stainless Steel (N05)	18.0	29.9	27.8	22.1	**2.8**
White Goods (F03)	12.2	7.7	7.7	4.7	**8.6**
Wire/Cable (W01)		4.2	0.2	0.2	**0.2**
Mixed Metals (MM1)	726.7	56.8	44.0	40.5	
TOTAL METALS	**4,192.0**	**5,358.8**	**4,074.1**	**4,513.2**	**4,386.3**
Glass					
Brown Glass (GL4)	61.3	63.0	56.2	59.2	**62.3**
Clear Glass (GL1)	45.5	44.2	65.2	49.0	**62.1**
TOTAL GLASS	**106.8**	**107.3**	**121.4**	**108.2**	**124.4**
Plastics					
Mixed Plastic (PL7)	54.0	62.2	62.4	57.6	**88.6**
Other Plastic (PL9)				39.4	
TOTAL PLASTICS	**54.0**	**62.2**	**62.4**	**97.1**	**88.6**
Other					
Construction and Demolition (MO2)				240.3	**53.9**
Rubber Tires (MO1)	44.5	35.7	33.1	40.7	**57.8**
TOTAL OTHER	**44.5**	**35.7**	**33.1**	**281.0**	**111.7**
TOTAL TONNAGE	**4,894.4**	**6,098.8**	**4,838.1**	**5,602.8**	**5,383.7**

Table 1.3 - Individual Material Tonnage by Year, Residential Household Hazardous Waste, 2009 to 2013

Materials	**2009 (Tons)**	**2010 (Tons)**	**2011 (Tons)**	**2012 (Tons)**	**2013 (Tons)**
Household Hazardous Waste					
Antifreeze (O02)		0.0	0.1	0.8	**1.0**
Batteries: Lead Acid (B01)	53.0	155.1	86.7	111.4	**56.0**
Batteries: Other Household Batteries (B02)	0.9	0.9	0.9	0.9	**0.0**
Catalytic Converters, Radiators (V01)	4.0	13.0	0.3	0.3	
Computer Systems (CB1)		26.9	44.6		
Consumer electronics (CR1)	31.1			89.8	**158.0**
Fluorescent Tubes & CFLs (FL1)	1.0	1.0	0.9	0.9	**0.1**
Used Oil (OL2)	50.8	34.7	75.9	73.9	**96.5**
TOTAL TONNAGE	**140.8**	**231.6**	**209.4**	**278.0**	**311.6**

Table 1.4 - Individual Material Tonnage by Year, Residential Organics, 2009 to 2013

Materials	2009 (Tons)	2010 (Tons)	2011 (Tons)	2012 (Tons)	2013 (Tons)
Organics					
Food Waste (FW1)	16.3	4.5	4.1		
Wood Waste (WW1)	222.2	82.4	81.6	127.0	**460.8**
Yard and Leaf Waste (Y01)	1,381.8	958.3	1,063.3	1,044.5	**217.8**
TOTAL TONNAGE	**1,620.3**	**1,045.3**	**1,149.0**	**1,171.5**	**678.7**

Table 1.5 - Individual Material Tonnage by Year, Residential Solid Waste, 2009 to 2013

Materials	2009 (Tons)	2010 (Tons)	2011 (Tons)	2012 (Tons)	2013 (Tons)
Solid Waste					
Refuse (MT1)	22,893.0	22,561.7	20,251.0	22,226.6	**22,033.0**

Table 1.6 - Individual Material Tonnage by Year, Commercial Recycling, 2009 to 2013

Materials	2009 (Tons)	2010 (Tons)	2011 (Tons)	2012 (Tons)	2013 (Tons)
Single Stream					
Single Stream (SS1)	24.9	8.6	2.2	19.4	**0.4**
Paper					
Cardboard (C01)	3,169.6	3,996.6	3,851.6	4,010.4	**3,713.6**
Magazines (PA1)	10.6	12.2	8.4	13.0	
Mixed Papers (PA3)	137.2	219.4	129.4	154.7	**306.5**
Newsprint (PA2)	120.4	24.3	180.0	170.1	**69.5**
Office Papers (PA4)	152.2	148.6	411.4	393.1	**211.4**
TOTAL PAPER	**3,590.0**	**4,401.0**	**4,580.8**	**4,741.3**	**4,300.9**
Metals					
Aluminum Cans (AA1)	0.8	5.0	9.8	9.9	**9.3**
Aluminum Scrap (AA2)	61.6	113.2	57.0	57.0	**85.4**
Brass (N03)	10.8	22.4	12.1	12.1	**12.1**
Copper (N02)	25.8	63.9	16.8	16.8	**16.8**
Ferrous Metals (F01)	1,098.9	2,823.7	2,117.3	2,212.7	**3,065.2**
Non Ferrous Metals (N01)	86.5	73.5	32.8	45.0	**47.0**
Lead (N04)	5.0				
Nickel (N10)			8.0	8.0	**8.0**
Stainless Steel (N05)	6.8	16.3	18.5	18.5	**31.0**
White Goods (F03)				39.0	**39.0**
Wire/Cable (W01)		6.6	0.6	0.6	**0.6**
Mixed Metals (MM1)	165.7				
TOTAL METALS	**1,461.8**	**3,124.5**	**2,273.0**	**2,419.6**	**3,314.4**
Plastics					
#1 Plastic (PET) (PL1)	0.5	3.3	1.9	2.1	**6.6**
#2 Plastic (HDPE) (PL2)	0.9	9.3	11.5	10.8	**0.8**
#3 Plastic (PVC) (PL3)			0.3	0.4	**18.0**
#4 Plastic (LDPE) (PL4)	5.6	5.6	12.8	24.0	**26.3**
#5 Plastic (PP) (PL5)	16.9	4.7	4.7	4.7	
#6 Plastic (PS) (PL6)					**0.4**

Film Plastic (PL8)	13.3	20.5	23.1	22.4	
Mixed Plastic (PL7)	0.4	9.7	8.0	18.6	**9.6**
Other Plastic (PL9)	12.0	7.9	9.6	9.9	**11.6**
TOTAL PLASTICS	**49.6**	**60.9**	**71.9**	**92.9**	**73.2**
Other					
Clothing and Textiles (MO3)	21.3				
Construction and Demolition (MO2)				207.0	**186.0**
Rubber Tires (MO1)	283.1	127.6	122.4	103.1	
Miscellaneous/Other Consumer Items (MIS)	0.2			21.0	**21.0**
TOTAL OTHER	**304.6**	**127.6**	**122.4**	**331.1**	**207.0**
TOTAL TONNAGE	**5,430.8**	**7,722.5**	**7,050.2**	**7,604.2**	**7,895.9**

Table 1.7 - Individual Material Tonnage by Year, Commercial Organics, 2009 to 2013

Materials	**2009 (Tons)**	**2010 (Tons)**	**2011 (Tons)**	**2012 (Tons)**	**2013 (Tons)**
Organics					
Food Waste (FW1)	1,729.5	65.3	78.0	216.8	**186.4**
Wood Waste (WW1)	6,575.5	7,010.5	1,533.1	1,467.0	**1,505.0**
Yard and Leaf Waste (Y01)			1,000.0	1,060.3	**1,000.0**
TOTAL TONNAGE	**8,305.0**	**7,075.8**	**2,611.1**	**2,744.0**	**2,691.4**

Appendix D

Ordinances

Juniata County Municipal Waste Management Ordinance (2011)

COUNTY OF JUNIATA

COMMONWEALTH OF PENNSYLVANIA

MUNICIPAL WASTE MANAGEMENT ORDINANCE

ORDINANCE NUMBER 1 of 2011

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101 ("Act 101") was approved on July 28, 1988; and

WHEREAS, Act 101 grants the County of Juniata, Commonwealth of Pennsylvania (the "County") (a) primary responsibility for planning for municipal waste management within its boundaries and (b) the power and duty to insure the availability of adequate permitted processing and disposal capacity for municipal waste generated within its boundaries.

WHEREAS, the Juniata County Solid Waste Plan was adopted by the Governing Body of the County by its Resolution #5-1991 on March 19, 1991, was deemed to be ratified by a majority of the municipalities within the County representing more than one half of the population of the County, all in accordance with Section 503 of Act 101, and has been approved by the Pennsylvania Department of Environmental Protection in accordance with Section 505 of Aet 101, and has been revised in November, 2001 (The Approved Plan):

WHEREAS, in accordance with the Approved Plan and Aet 101, each Municipality (defined herein) within the County (a) will have continuing responsibilities for the collection, transportation, and storage of munieipal waste generated within the

municipal boundaries and for the regulation, eollection and recycling of Source Separated Recyclable Materials and (b) may be subject to certain penalties under Act 101; and

WHEREAS, the County desires to undertake the impleinentation of the Plan and;

WHEREAS, Juniata County has a viable for-profit serap processing and recycling industry, whieh is not to be impaired, but is to be encouraged as provided under Act 101, §102-(22) and (23) ; and

WHEREAS, the County has determined that mandatory eolleetion of all municipal solid waste generated in each Municipality within the County is necessary and appropriate in order for the County to comply with Act 101 and meet the Plan objectives; and

WHEREAS, the County must require eaeh Municipality within the County enact an ordinance requiring the eollection of all municipal solid waste generated within the Municipality; and

WHEREAS, the requirements imposed on the County by Act 101 requires the enactment of a municipal waste management ordinance in furtherance of the munieipal waste management objectives set forth in the Approved Plan, and it being in the public interest to adopt a municipal waste management ordinanee.

NOW, THEREFORE, it is hereby enacted and ordained by the Board of County Commissioners of the County of Juniata, Commonwealth of Pennsylvania as follows:

Section 1. Definitions. The following capitalized terms, when used in this Ordinance, shall have the meanings set forth below:

(a) "Aet 101". The Municipal Waste Planning, Recycling and Waste

Reduction Act, Act of July 28, 1988, P.L. 528, No. 101, 53 P.S. §4000.101 et. seq. as now or hereafter amended.

(b) "County". The County of Juniata, Commonwealth of Pennsylvania.

(c) "Existing Coutract". Any contract of any Municipality, for the storage, collection, transportation, processing or disposal of Regulated Municipal Waste or Source Separated Recyclable Materials generated or located within the County which (i) was legally entered into, (ii) when entered into was legally enforceable, and (iii) was in force on September 26, 1988 or prior to the adoption, pursuant to Act 101, of the Plan, excluding renewals of such contracts.

(d) "Licensed Hauler". Any person engaged in the collection, storage or transportation of Municipal Waste or Source Separated Recyclable Materials, who is licensed by the Pennsylvania Department of Environmental Protection.

(c) "Municipal Collection Ordinancc". An ordinance, in form and content to be in compliance with the Plan, enacted by a Municipality within the County, requiring all Regulated Waste generated within the Municipality be collected in a manner sufficient to comply with the County's Plan.

(f) "Municipal Waste Facility". Any municipal waste storage, collection, transfer, processing or disposal facility or site which may be utilized by County residents and business institutions, pursnant to the Approved Plan, or (iii) to which Municipal Wastc may be delivered. This term shall include the plural form.

(g) "Municipal Waste". Municipal Waste as defined in Section 103 of Aet 101, as amended and/or supplemented by Department of Environmental Protection Rules and Regulations. Municipal Waste shall include the terms litter and rubbish.

(h) "Municipality". A County, City, Borough, incorporated town, township or Home Rule Municipality.

(i) "Person". Any individual, firm, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority, governmental entity or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. In connection with any provisions of this Ordinance prescribing a fine, penalty, imprisonment, denial or grant of any license, or any combination of the forcgoing, the term "Person" shall include the officers and directors of any corporation or other legal entity having officers and directors.

(j) "Plan" or "Approved Plan". The Juniata County Waste Management Plan of March, 1991, and its revisions, as now approved and hereafter amended.

(k) "Recycling". The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed of or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the creation of energy.

(l) "Recycling Facility". A facility employing a technology that is a proeess that separates or classifies munieipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "Recycling Facility" sball not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities. This term shall include the plural form.

(m) "Source Separated Recyclable Materials". Matcrials generated or

collected within the County that (i) are separated from regulated Municipal Waste at the point of origin for the purpose of recycling in accordance with the Plan and (ii) are recycled. This term shall include the singular form.

Section 2. Ordinance. This ordinance shall constitute a Municipal Waste Management Ordinance of Juniata County, Pennsylvania Ordinance # 1 of 2011.

Section 3. Implementation. The County shall have the power and its duty shall be to implement the Plan and this Ordinance.

Section 4. Existing Contracts. Nothing in this Ordinanee shall be construed to impair the obligations of any Existing Contracts.

Section 5. Recycling.

(a) Any provision in this Ordinance relating to Recycling, a Recycling Facility, or Source Separated Recyclable Materials shall be applicable only in the event the County institutes a County recycling program in accordance with the provisions of Section 303(a)(4) of Act 101.

(b) This Ordinance shall constitute an ordinance authorizing a County recycling program to be implemented. Neither this Ordinance nor any recycling program shall interfere with any Municipality's recycling program authorized pursuant to Section 1501 of Act 101.

Section 6. Municipal Collection Ordinance.

(a) Each Munieipality sball enact a Municipal Collection Ordinance, in form and content to be in compliance with the Plan, which shall:

(i) apply to all improved property suitable for human habitation,

including residential properties in use as a residence or place for human habitation during a substantial part of eaeh calendar year, business and eommereial properties, and institutional and governmental properties;

(ii) require all Regulated Waste generated or brought within that Municipality to be disposed of in a manner and in compliance with the Plan and with said Munieipal Colleetion Ordinance;

(iii) authorize such method(s) of collection of Regulated Waste that the Municipality shall deem appropriate; provided that each method of collection must be in complianee with the Plan and further provided that the Municipal Collection Ordinance shall not restrict or impose any limitation on the ability of a resident of the Municipality to deliver or haul his or her own Municipal Waste to a Municipal Waste Facility;

(iv) requirc all Regulated Waste generated or brought into the County, and therein collected, must be finally disposed in a Municipal Waste Facility approved in the Plan; and

(v) if no other collection method is approved by the Municipality, then all Regulated Waste within the Municipality shall be subject to mandatory curbside eollection by a Licensed Hauler; provided, however, that residents of the Municipality shall not be restricted from delivering or hauling their own Regulated Waste to a permissible Municipal Waste Facility.

(b) Each Municipality shall enact a Municipal Collection Ordinance meeting the requirements set forth in (a) above within three (3) years of adoption of this Ordinance by the County, and such Municipal Collection Ordinance shall be effective

immediately, and further, upon enactment, the Municipality or the Authority shall implement and enforce the provisions thereof.

(c) Each Municipal Collection Ordinance shall require that every resident who disposes of Municipal Waste in the Municipality shall maintain adequate records, including hauler invoices and disposal facility receipts, for a reasonable period of time; provided, however, that such period shall be no less than three (3) years.

(d) Each Municipal Collection Ordinance shall contain such additional provisions as the County and the Pennsylvania Department of Environmental Protection may hereafter deem necessary and proper in order for the County to meet the goals of the Plan.

Section 7. Unlawful Activity. It shall be unlawful for any Person to violate, or cause, permit, or assist in the violation of any provision of this Ordinance. All unlawful conduct shall also constitute a public nuisance and may be abated as such.

Section 8. Penalty. Any Person violating any provision of this Ordinance , shall, upon conviction thereof in a summary proceeding, be sentenced for each violation to pay a fine not exceeding $500 and costs of prosecution or to undergo imprisonment in the County prison for a period not to exceed thirty (30) days, or both. Each violation of any provision of this Ordinance and each day that such a violation shall exist, shall constitute a separate violation and offense and may be punishable as a separate violation.

Section 9. Enforcement and Prosecution.

(a) The County or its designee shall administer and enforce (i) the provisions of this Ordinance, but the County will not be the enforcement agent for the

municipalities' ordinances.

Section 10. Injunctive Relief. In addition to any other remedy provided in this Ordinance, the County may institute proceedings to restrain any violation of, or to require compliance with, this Ordinance, and/or the Plan.

Section 11. Concurrent Remedies. The existenee or exercise of any remedy shall not prevent the County from exercising any other remedy (a) provided under (i) this Ordinance or (b) available at law or equity.

Section 12. Severability. The provisions of this Ordinance are severable. If any provision of this Ordinance or its application to any Person or eircumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision or application of this Ordinance.

Section 13. Effective Date. This Ordinance shall become effective in accordance with applicable law.

Enacted and ordained this 26th day of JULY, 2011.

COUNTY OF JUNIATA
COMMONWEALTH OF PENNSYLVANIA

By: _____
Chairperson

By: _____
Member

By: _____
Member

Mifflin County Municipal Waste Management Ordinance (2008)

COUNTY OF MIFFLIN

COMMONWEALTH OF PENNSYLVANIA
AMENDED AND RESTATED
MUNICIPAL WASTE MANAGEMENT ORDINANCE

ORDINANCE NUMBER 02 of 2008

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101 ("Act 101") was approved on July 28, 1988; and

WHEREAS, Act 101 grants the County of Mifflin, Commonwealth of Pennsylvania (the "County") (a) primary responsibility for planning for municipal waste management within its boundaries and (b) the power and duty to insure the availability of adequate permitted processing and disposal capacity for municipal waste generated within its boundaries.

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 a county's responsibilities under Act 101 for municipal waste planning and implementation of the approved county solid waste management plan; and

WHEREAS, Mifflin County established the Mifflin County Solid Waste Authority (the "Authority") on May 12, 1971, under the provisions of the Municipal Authorities Act, as amended, 53 Pa.C.S. Section 5601; and

WHEREAS, the County and Mifflin County Solid Waste Authority in furtherance of the requirements imposed on the County by Act 101, have entered into a number of written agreements which empower and require the Authority, among other things, to

fulfill certain duties of the County under Act 101 including assisting the County in the preparation of the County's Municipal Waste Management Plan (the "Plan"); and

WHEREAS, the Plan has been adopted by the Governing Body of the County, ratified by a majority of the municipalities within the County representing more than one half of the population of the County all in accordance with Section 503 of Act 101, and has been approved by the Pennsylvania Department of Environmental Protection in accordance with Section 505 of Act 101 (the "Approved Plan"); and

WHEREAS, in accordance with the Approved Plan and Act 101, each Municipality (defined herein) within the County (a) will have continuing responsibilities for the collection, transportation, and storage of municipal waste generated within the municipal boundaries and for the regulation, collection and recycling of Source Separated Recyclable Materials and (b) may be subject to certain penalties under Act 101; and

WHEREAS, the County desires to undertake the implementation of the Plan with the assistance and participation of the Authority; and

WHEREAS, Mifflin County has a viable for-profit scrap processing and recycling industry, which is not to be impaired, but is to be encouraged as provided under Act 101, §102-(22) and (23) ; and

WHEREAS, the County has determined that mandatory collection of all municipal solid waste generated in each Municipality within the County is necessary and appropriate in order for the County to comply with Act 101 and meet the Plan objectives; and

WHEREAS, the County must require each Municipality within the County enact an ordinance requiring the collection of all municipal solid waste generated within the

Municipality; and

WHEREAS, the requirements imposed on the County by Act 101, and delegated, in part, to the Authority, requires the enactment of a municipal waste management ordinance in furtherance of the municipal waste management objectives set forth in the Approved Plan, and it being in the public interest to adopt a municipal waste management ordinance; and

WHEREAS, the Authority, in connection with the Plan and to defray the costs of implementing and operating the Plan, has recommended that the County adopt this Amended and Restated Municipal Waste Management Ordinance which provides for the Authority to adopt rules and regulations and impose fees to discharge responsibilities under the Plan.

NOW, THEREFORE, it is hereby enacted and ordained by the Board of County Commissioners of the County of Mifflin, Commonwealth of Pennsylvania as follows:

Section 1. Definitions. The following capitalized terms, when used in this Ordinance, shall have the meanings set forth below:

(a) "Act 101". The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101, 53 P.S. §4000.101 et. seq. as now or hereafter amended.

(b) "The Authority". The Mifflin County Solid Waste Authority, a municipal authority incorporated by the County and organized and existing under the Municipality Authorities Act, as amended.

(c) "The Authority Rules and Regulations". The rules and regulations

adopted and revised from time to time by the Authority.

(d) "County". The County of Mifflin, Commonwealth of Pennsylvania.

(e) "Existing Contract". Any contract of any Municipality, for the storage, collection, transportation, processing or disposal of Regulated Municipal Waste or Source Separated Recyclable Materials generated or located within the County which (i) was legally entered into, (ii) when entered into was legally enforceable, and (iii) was in force on September 26, 1988 or prior to the adoption, pursuant to Act 101, of the Plan, excluding renewals of such contracts.

(f) "Licensed Hauler". Any person engaged in the collection, storage or transportation of Municipal Waste or Source Separated Recyclable Materials, who is licensed by the Pennsylvania Department of Environmental Protection.

(g) "Municipal Collection Ordinance". An ordinance, in form and content to be in compliance with the Plan, enacted by a Municipality within the County, requiring all Regulated Waste generated within the Municipality be collected in a manner sufficient to comply with the County's Plan.

(h) "Municipal Waste Facility". Any municipal waste storage, collection, transfer, processing or disposal facility or site (i) constructed, owned, or operated by or on behalf of the Authority or (ii) which may be utilized by County residents and business institutions, pursuant to the Approved Plan, or (iii) to which Municipal Waste may be delivered in accordance with the Authority Rules and Regulations. This term shall include the plural form.

(i) "Municipal Waste". Municipal Waste as defined in Section 103 of Act 101, as amended and/or supplemented by Department of Environmental Protection Rules

and Regulations. Municipal Waste shall include the terms litter and rubbish.

(j) "Municipality". A County, City, Borough, incorporated town, township or Home Rule Municipality.

(k) "Person". Any individual, firm, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority, governmental entity or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. In connection with any provisions of this Ordinance prescribing a fine, penalty, imprisonment, denial or grant of any license, or any combination of the foregoing, the term "Person" shall include the officers and directors of any corporation or other legal entity having officers and directors.

(l) "Plan" or "Approved Plan". The Mifflin County Waste Management Plan of February 20, 2003, as now approved and hereafter amended.

(m) "Recycling". The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed of or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the creation of energy.

(n) "Recycling Facility". A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "Recycling Facility" shall not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities. This term shall include the plural form.

(o) "Source Separated Recyclable Materials". Materials generated or collected within the County that (i) are separated from regulated Municipal Waste at the point of origin for the purpose of recycling in accordance with the Plan and (ii) are recycled. This term shall include the singular form.

(p) "System". The overall solid waste management system, and every aspect thereof, owned or operated or utilized by or on behalf of the Authority in implementation of the Plan, including without limitation, equipment, vehicles, offices, staff, transfer stations, landfills and the like.

Section 2. Amended and Restated Ordinance. This ordinance shall constitute an amended and restated Municipal Waste Management Ordinance of the County, which replaces and supersedes Mifflin County, Pennsylvania Ordinance # 1 of 2004.

Section 3. Implementation. The County shall have the power and its duty shall be to implement the Plan and this Ordinance. The County may delegate to the Authority, from time to time, by written agreement or resolution accepted by the Authority, any power, duty or authority the County possesses under law, the Plan, or this Ordinance.

Section 4. The Authority Rules and Regulations.

(a) In order to carry forth the powers and its duties to implement the Plan and this Ordinance, the Authority shall have the power in its discretion to adopt and enforce the Authority Rules and Regulations, but only after due notice as required by Section 13 of this Ordinance.

(b) The Authority Rules and Regulations shall be consistent with the Approved Plan and this Ordinance, and govern the imposition and collection of the Fee imposed under this Ordinance. Such Rules and Regulations shall also establish fees and

penalties for violations of the Authority Rules and Regulations (which fees and penalties may be established as determined by the Authority in an amount designed to protect the public health and safety of the System and to compensate the Authority for the costs, damages and lost revenues related to any such violation).

(c) The Authority Rules and Regulations shall ensure the efficient, effective, reliable and safe operation of the System. All fees shall be reasonable and uniform, provided, however, that Municipalities with established, comprehensive and mandated source separation and recycling programs under Act 101 may be exempted from payment of the Fee.

Section 5. Existing Contracts. Nothing in this Ordinance shall be construed to impair the obligations of any Existing Contracts.

Section 6. Recycling.

(a) Any provision in this Ordinance relating to Recycling, a Recycling Facility, or Source Separated Recyclable Materials shall be applicable only in the event the County, or the Authority on behalf of the County, institutes a County recycling program in accordance with the provisions of Section 303(a)(4) of Act 101.

(b) This Ordinance shall constitute an ordinance authorizing a County recycling program to be implemented in such manner as the Authority shall include in the Authority Rules and Regulations. Neither this Ordinance nor any recycling program implemented in the Authority Rules and Regulations shall interfere with any Municipality's recycling program authorized pursuant to Section 1501 of Act 101.

Section 7. Municipal Collection Ordinance.

(a) Each Municipality shall enact a Municipal Collection Ordinance, in

form and content to be in compliance with the Plan, which shall:

(i) apply to all improved property suitable for human habitation, including residential properties in use as a residence or place for human habitation during a substantial part of each calendar year, business and commercial properties, and institutional and governmental properties;

(ii) require all Regulated Waste generated or brought within that Municipality to be disposed of in a manner and in compliance with the Plan and with said Municipal Collection Ordinance;

(iii) authorize such method(s) of collection of Regulated Waste that the Municipality shall deem appropriate; provided that each method of collection must be in compliance with the Plan and further provided that the Municipal Collection Ordinance shall not restrict or impose any limitation on the ability of a resident of the Municipality to deliver or haul his or her own Municipal Waste to a Municipal Waste Facility;

(iv) require all Regulated Waste generated or brought into the County, and therein collected, must be finally disposed in a Municipal Waste Facility approved in the Plan; and

(v) if no other collection method is approved by the Municipality, then all Regulated Waste within the Municipality shall be subject to mandatory curbside collection by a Licensed Hauler; provided, however, that residents of the Municipality shall not be restricted from delivering or hauling their own Regulated Waste to a permissible Municipal Waste Facility.

(b) Each Municipality shall enact a Municipal Collection Ordinance

meeting the requirements set forth in (a) above within three (3) years of adoption of this Ordinance by the County, and such Municipal Collection Ordinance shall be effective immediately, and further, upon enactment, the Municipality or the Authority shall implement and enforce the provisions thereof.

(c) Each Municipal Collection Ordinance shall require that every resident who disposes of Municipal Waste in the Municipality shall maintain adequate records, including hauler invoices and disposal facility receipts, for a reasonable period of time; provided, however, that such period shall be no less than three (3) years.

(d) Each Municipal Collection Ordinance shall contain such additional provisions as the County and the Pennsylvania Department of Environmental Protection may hereafter deem necessary and proper in order for the County to meet the goals of the Plan.

Section 8. Unlawful Activity. It shall be unlawful for any Person to violate, or cause, permit, or assist in the violation of any provision of this Ordinance or any provision of The Authority Rules and Regulations. All unlawful conduct shall also constitute a public nuisance and may be abated as such.

Section 9. Penalty. Any Person violating any provision of this Ordinance, or any provision of the Authority Rules and Regulations, shall, upon conviction thereof in a summary proceeding, be sentenced for each violation to pay a fine not exceeding $500 and costs of prosecution or to undergo imprisonment in the County prison for a period not to exceed thirty (30) days, or both. Each violation of any provision of this Ordinance or of any provision of the Authority Rules and Regulations, and each day that such a violation shall exist, shall constitute a separate violation and offense and may be

punishable as a separate violation.

Section 10. Enforcement and Prosecution.

(a) The Authority or its designee shall administer and enforce (i) the provisions of this Ordinance and (ii) the provisions of the Authority Rules and Regulations.

(b) In the event the Authority shall be unable or unwilling to carry forth its obligations under Section 10(a) above, the County or its designee shall administer and enforce the provisions of this Ordinance.

Section 11. Injunctive Relief. In addition to any other remedy provided in this Ordinance, the County or the Authority may jointly or severally institute proceedings to restrain any violation of, or to require compliance with, this Ordinance, the Authority Rules and Regulations, and/or the Plan.

Section 12. Concurrent Remedies. The penalties and remedies set forth in this Ordinance are in addition to, not in lieu of, any fines, penalties or remedies provided in the Authority Rules and Regulations. The existence or exercise of any remedy shall not prevent the County or the Authority from exercising any other remedy (a) provided under (i) this Ordinance or (ii) the Authority Rules or Regulations or (b) available at law or equity.

Section 13. Notice. At least thirty (30) days prior to the effective date of any ~~the~~ Authority Rules and Regulations, the Authority shall (a) forward a copy of proposed Authority Rules and Regulations to the County and to each Municipality, and to all Municipal Waste Facilities authorized pursuant to the Approved Plan to accept and dispose of Mifflin County Municipal Waste and (b) publish in a newspaper of general

circulation within the County a notice that a copy of the proposed Authority Rules and Regulations are available for public review and comment.

Section 14. Severability. The provisions of this Ordinance are severable. If any provision of this Ordinance or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision or application of this Ordinance.

Section 15. Effective Date. This Ordinance shall become effective in accordance with applicable law.

Enacted and ordained this 20th day of November, 2008.

COUNTY OF MIFFLIN
COMMONWEALTH OF PENNSYLVANIA

By: _____
Chairperson

By: O.E. Rider Jr.
Member

By: _____
Member

Appendix E

Electronics Recycling

Covered Device Recycling Act (CDRA)

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
Tom Hyatt--Covered Device Recycling Program

PADEP Electronics Recycling Information

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

RECYCLING OF COMPUTERS, COMPUTER MONITORS AND TELEVISIONS

Because of technological advances that have turned every household into an electronic haven, many people are asking how they can recycle or properly dispose of their old or unusable computers.

Many consumer electronic products contain heavy metals such as lead, cadmium and mercury that are better kept out of the environment. In fact, the typical computer monitor contains four to seven pounds of lead. Televisions, depending on their size, may contain even more lead.

The state Department of Environmental Protection (DEP) urges citizens to know the facts and take steps now to "reduce, reuse and recycle" computers and other monitors, rather than discard them.

In the case of computers, DEP strongly recommends that residents:

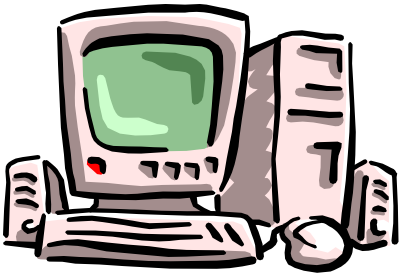
Reduce the need to purchase a replacement computer by buying one with ample capacity for upgrades, selecting one that offers a buy-back option, or leasing instead of buying.

Reuse a computer, for example, by giving it as a gift for a student graduation or other occasion, by selling it through the want-ads, or by donating it to a school or a nonprofit organization.

Recycle a computer by taking it to an electronics recycler, who will disassemble it for parts and/or glean precious metals from it.

If you must discard a computer, DEP urges you to check with your municipality or county recycling coordinator to find out about local options for proper disposal. For a list of county recycling coordinators, visit DEP's Web site at www.depweb.state.pa.us, keyword: Recycling.

Here are the answers to some commonly asked questions regarding computers:



Why can't I just put my computer out with the trash?

DEP regulations do not prohibit households from setting a computer out with regular household trash. However, DEP urges you to do your part for the environment by trying to give your computer a longer life or by having it properly recycled.

Why all this fuss over computers and televisions?

Our society is changing. When TV was first invented, only some households had television sets. Today, just about every home has at least one television and a large number of homes have a computer. Many television and computer monitors contain cathode-ray tubes (CRTs) that contain lead and should be kept out of landfills.

The National Safety Council (NSC) reports that the average life span of a computer purchased in 1997 was 3.4 years, but for one bought in 2000, it is 2.8 years. The rising turnover rate of computers has raised the question of how to properly manage equipment you are no longer using.

A study done in Florida indicated that the largest source of lead in our municipal solid waste is from discarded CRTs. Therefore, it is important to keep CRTs and other electronics out of landfills.

Who would want my used computer? It's an old model and it doesn't have many programs.

Remember, "One person's junk is another person's treasure." Because of the advent of computers, most businesses and even high school students don't use typewriters anymore. A friend, your children, a nonprofit organization or a school might appreciate having your old computer, even if just for word processing.

Can I sell my computer for the parts? What businesses take computers?

Most electronics businesses will not pay you for your old computer, because it costs them money to retrieve the computer's parts and precious metals. The NSC maintains a list of these businesses on its Web site, www.nsc.org (choose Environment, Solid Waste, Electronic Product Recovery and Recycling).

I don't want computers to end up in our landfills. What can I do to help?

Encourage your friends to join you in upgrading their computers when possible or in having their old computers properly recycled. Become aware of those around you who could benefit from the donation of a computer. Ask your municipality to consider sponsoring an annual or semi-annual collection of household hazardous waste (HHW).

DEP offers grants of up to 50 percent of the developmental and operational costs associated with a HHW collection.

Where can I get more information?

Call DEP's toll-free HHW hot line at 800-346-4242 or DEP's Division of Waste Minimization and Planning at 717-787-7382.

For more information, visit www.depweb.state.pa.us, keyword: Electronic Discards or HHW.

DEP Regional Offices

Northcentral Region 208 W. Third Street, Suite 101 Williamsport, PA 17701-6448 570-327-3636 ***Counties:*** *Bradford, Cameron, Clearfield, Centre, Clinton, Columbia, Lycoming, Montour, Northumberland, Potter, Snyder, Sullivan, Tioga and Union*	**Southcentral Region** 909 Elmerton Avenue Harrisburg, PA 17110-8200 717-705-4700 ***Counties:*** *Adams, Bedford, Berks, Blair, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Juniata, Lancaster, Lebanon, Mifflin, Perry and York*
Northeast Region 2 Public Square Wilkes-Barre, PA 18711-0790 570-826-2511 ***Counties:*** *Carbon, Lackawanna, Lehigh, Luzerne, Monroe, Northampton, Pike, Schuylkill, Susquehanna, Wayne and Wyoming*	**Southeast Region** 2 East Main Street Norristown, PA 19401 484-250-5900 ***Counties:*** *Bucks, Chester, Delaware, Montgomery and Philadelphia*
Northwest Region 230 Chestnut St. Meadville, PA 16335-3481 814-332-6945 ***Counties:*** *Butler, Clarion, Crawford, Elk, Erie, Forest, Jefferson, Lawrence, McKean, Mercer, Venango and Warren*	**Southwest Region** 400 Waterfront Drive Pittsburgh, PA 15222-4745 412-442-4000 ***Counties:*** *Allegheny, Armstrong, Beaver, Cambria, Fayette, Greene, Indiana, Somerset, Washington and Westmoreland*

House Bill 708

SENATE AMENDED

PRIOR PRINTER'S NOS. 787, 3903, 4308, 4408 PRINTER'S NO. 4465

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 708 Session of 2009

INTRODUCED BY ROSS, THOMAS, ARGALL, CARROLL, CLYMER, CREIGHTON, DePASQUALE, FLECK, GEORGE, GIBBONS, HESS, JOSEPHS, MANDERINO, MANN, McGEEHAN, MELIO, MILLER, MILNE, MURT, M. O'BRIEN, O'NEILL, PRESTON, QUINN, REICHLEY, SCAVELLO, SIPTROTH, SONNEY, STERN, VULAKOVICH, WANSACZ, WATSON, HOUGHTON, FREEMAN, BRIGGS, BRADFORD, FRANKEL, M. SMITH, McILVAINE SMITH, GERBER AND KORTZ, MARCH 4, 2009

AS AMENDED ON THIRD CONSIDERATION, IN SENATE, OCTOBER 12, 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.

TABLE OF CONTENTS

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

CHAPTER 1

PRELIMINARY PROVISIONS

Section 101. Short title.

This act shall be known and may be cited as the Covered Device Recycling Act.

Section 102. Definitions.

The following words and phrases when used in this act shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"Brand." Symbols, words or marks that identify a covered device, rather than any of its components.

"Computer." A desktop or notebook computer. The term does not include an automated typewriter, professional workstation,

server, mobile telephone, portable handheld calculator, portable digital assistant, MP3 player or other similar device.

"Computer manufacturer." A person:

(1) who manufactures covered computer devices to be sold under its own brand as identified by its own brand label;

(2) who sells covered computer devices manufactured by others under its own brand as identified by its own brand

label; 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
12 equipment designed and intended primarily for use by
13 professional users;
14 (3) a device that is contained within a clothes washer,
15 clothes dryer, refrigerator, refrigerator and freezer,
16 microwave oven, conventional oven or range, dishwasher, room
17 air conditioner, dehumidifier, air purifier or exercise
18 equipment; or
19 (4) any of the following:
20 (i) Telephone of any type, including a mobile phone.
21 (ii) Personal digital assistant.
22 (iii) Global positioning system.
23 "Covered television device." An electronic device that
24 contains a tuner that locks on to a selected carrier frequency
25 and is capable of receiving and displaying television or video
26 programming via broadcast, cable or satellite, including,
27 without limitation, any direct view or projection television
28 with a viewable screen of four inches or larger whose display
29 technology is based on cathode ray tube, plasma, liquid crystal,
30 digital light processing, liquid crystal on silicon, silicon

1 crystal reflective display, light emitting diode or similar
2 technology marketed and intended for use by a consumer primarily
3 for personal purposes. The term does not include a covered
4 computer device OR A MOBILE TELEPHONE. <--
5 "Department." The Department of Environmental Protection of
6 the Commonwealth.
7 "Desktop computer." An electronic, magnetic, optical,
8 electrochemical or other high-speed data processing device
9 which:
10 (1) Performs logical, arithmetic and storage functions
11 for general purpose needs which are met through interaction
12 with a number of software programs contained in the device.
13 (2) Is not designed to exclusively perform a specific
14

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

Commonwealth.

"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

1 directly utilized by the plan.
2 (3) Means that will be utilized to publicize the
3 collection opportunities, including specification of an
4 Internet website address or toll-free telephone number that
5 provides information about the manufacturer's program in
6 sufficient detail to allow consumers to learn how to return
7 their covered devices for recycling.
8 (4) The intention of the manufacturer or each
9 manufacturer to fulfill its obligated share under this act,
10 through operation of its own program, either individually or
11 with other manufacturers as a group.
12 (5) A listing of all collection sites for covered
13 devices.
14 (6) FOR AN INITIAL PLAN SUBMITTED BY A MANUFACTURER OR <--
15 GROUP OF MANUFACTURERS, AN ESTIMATE OF THE WEIGHT OF COVERED
16 DEVICES TO BE COLLECTED DURING THE FIRST PROGRAM YEAR. THE
17 PLAN SHALL ALSO INCLUDE INFORMATION DEMONSTRATING THE PROCESS
18 BY WHICH THE MANUFACTURER OR GROUP OF MANUFACTURERS WILL
19 INCREASE THE COLLECTION OF COVERED DEVICES BY A MINIMUM OF 2%
20 BY WEIGHT PER YEAR BEGINNING WITH THE SECOND FULL PROGRAM
21 YEAR.
22 (C) REPORTING BY MANUFACTURERS.--
23 (1) (I) IN ADDITION TO REPORTING ALL BRANDS UNDER WHICH
24 ITS COVERED DEVICES ARE OFFERED FOR SALE, REGARDLESS OF
25 WHETHER THE MANUFACTURER OWNS OR LICENSES THE BRAND, THE
26 MANUFACTURER'S ANNUAL REPORT TO THE DEPARTMENT SHALL
27 INCLUDE: AN ESTIMATE OF THE TOTAL WEIGHT OF ITS COVERED
28 DEVICES SOLD TO HOUSEHOLDS DURING THE PREVIOUS YEAR
29 CALCULATED BY MULTIPLYING THE WEIGHT OF ITS COVERED
30 DEVICES SOLD NATIONALLY TIMES THE QUOTIENT OF THIS

1 COMMONWEALTH'S POPULATION DIVIDED BY THE NATIONAL
2 POPULATION.
3

(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.
~~(c)~~ (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.

~~(d)~~ (F) Effect of failure to comply with ~~approval~~ APPROVED <-- plan.--

(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.

~~(e)~~ (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)~~ (H) Construction.--Nothing in this act shall be <--
construed to exempt any person from liability that person would
otherwise have under applicable law.
Section 306. Retailer responsibility.
(a) Public notice.--A retailer shall notify customers about
the manner in which to recycle a covered device and of the
locations for the collection and return of covered devices. This
notification shall occur either by posting the information
within the retail location, by providing the department's toll-
free telephone number, Internet website or both, or by providing

retailer-developed information.
(b) Compliance.--A retailer shall comply with sections
302(a) and (c) and 303.

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

shall maintain an Internet website that includes a list of
22 entities and organizations that the department has determined
23 have met the performance requirements.
24 Section 506. Disposal ban.
25 (a) General rule.--Two years after the effective date of
26 this section, no person may place in municipal solid waste a
27 covered device or any of ~~the components or subassemblies thereof~~ <--
28 ITS COMPONENTS, excluding any nonhazardous residuals produced <--
29 during recycling in any solid waste disposal facility.
30 (b) Hold harmless.--An owner or operator of a solid waste

1 disposal facility shall not be found in violation of this
2 section if such owner or operator has:
3 (1) made a good faith effort to comply with this
4 section;
5 (2) posted in a conspicuous location at the facility a
6 sign stating that covered ~~electronic devices and covered~~ <--
7 ~~television~~ devices or any ~~components thereof~~ OF THEIR <--
8 COMPONENTS shall not be accepted at such facility; and
9 (3) notified, in writing, all collectors registered to
10 deposit solid waste to such facility that such devices or
11 THEIR components shall not be accepted at the facility. <--
12 (c) Definition.--For purposes of this section, "facility"
13 shall have the same meaning given to it in section 103 of the
14 act of July 7, 1980 (P.L.380, No.97), known as the Solid Waste
15 Management Act. The term does not include a transfer station.
16 Section 507. Enforcement.
17 (a) Judicial action.--
18 (1) The Commonwealth, through the Attorney General and
19 the department, may initiate independent action to enforce
20 any provision of this act, including failure by the
21 manufacturer to submit a plan as required in section 305 or
22 to remit the registration fee pursuant to section 304(a) to
23 the department.
24

(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.

Section 510. Electronic Materials Recycling Account.

(a) Establishment.--The Electronic Materials Recycling Account is established as a restricted account in the General Fund. All proceeds resulting from the manufacturer's registration fees, renewal fees, penalties and judicial actions shall be deposited into the account.

(b) Uses.--The department may expend the moneys of the Electronic Materials Recycling Account only to carry out the duties imposed on the department under this act.

CHAPTER 7

MISCELLANEOUS PROVISIONS

Section 701. Expiration.

(a) Duty of Secretary of Environmental Protection to monitor Federal law.--

(1) The secretary shall monitor the enactment of laws by the Congress of the United States to ~~determined~~ 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.

Appendix F

Mifflin County Yard Waste Composting Permit

Mifflin County Yard Waste
Composting Facility Permit Letter

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTE MANAGEMENT PROGRAM

October 5, 2011

Ms. Lisa Smith, General Manager
Mifflin County Solid Waste Authority
87 Landfill Road
PO Box 390
Lewistown, PA 17044

Re: Yard Waste Composting Facility
APS No. 760411

Dear Ms. Smith:

The Department has reviewed your application for the operation of a yard waste composting facility. This application was received by the Department on September 15, 2011. The Department hereby approves the Mifflin County Solid Waste Authority's request to operate a yard waste composting facility as described in the plans referenced above.

Please be advised that the operation of this facility must be conducted in accordance with the approved plans and the Department's "Guidelines for Yard Waste Composting Facilities." A copy of the most recent guidelines (dated September 1997) is enclosed for your reference. If you have any questions regarding the above, please contact me at 717.705.4924.

Sincerely,

Ajaz Uddin, P.E.
Environmental Engineer
Waste Management Program

Enclosure

cc: Mifflin County Planning Commission
Kerry D. Tyson, Consulting Engineer

Appendix G

Municipal Waste Ordinances And/or Regulations

List of Municipalities with Existing Municipal Waste Ordinances and/or Regulations

MUNICIPALITIES WITH EXISTING MUNICIPAL SOLID WASTE ORDINANCES AND/OR REGULATIONS

Mifflin County

- Armagh Township
- Brown Township
- Decatur Township
- Derry Township
- Granville Township
- Lewistown Borough
- Union Township

Juniata County

- Beale Township
- Delaware Township
- Mifflin Borough
- Mifflintown Borough
- Port Royal Borough
- Spruce Hill Township
- Susquehanna Township
- Thompsontown Borough

Mifflin County

Armagh Township

SmartZone Communications Center

abldg224@comcast.ne

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Solis Waste Survey Questions

From : Kerry Tyson <ktyson@nittanyengineering.com> Tue Apr 5 2011 11:30:05 AM
Subject : Solis Waste Survey Questions
To : abldg224@comcast.net

Dear Ms. Aumiller,

Thank you very much for taking the time to fill out the recent "Mifflin and Juniata Counties Municipal Waste Management Plan Survey. Your answers are valuable and will be used in the development of the updated plan. Upon review and tabulation of your survey answers, I have found some items that need further clarification:

1. You did not provide an average refuse collection and disposal cost for your residents. Does the Township not have access to this amount?
2. You indicated that you had an ordinance that governed the collection and transportation of municipal solid waste and recyclables. However, you did not provide the requested copy. Would you please provide a copy of this?
3. You indicated that you had an ordinance that established a septage management program. However, you did not provide the requested copy. Would you please provide a copy of this?
4. You indicate that Armagh Townships collects leaves and yard waste 2 days a year in November. However, you did not indicate an estimated volume or a disposal process/location. Would it be possible for you to provide this information (at least where they are disposed of).

Thank you very much for your time in this matter.

Sincerely,

Kerry D. Tyson, PE
Project Manager

Nittany Engineering & Associates, LLC
2836 Earlystown Road, Suite 1
Centre Hall, PA 16828
Phone: 814-364-2262
Fax: 814-364-2266
www.nittanyengineering.com

1. We do not have access to the average collection/disposal cost for residents.
2. Enclosed.
3. Enclosed.
4. No estimate on volume of leaves collected.
We shred and dispose at Armagh Township Quarry site.

Armagh Township
Brenda E. Aumiller
Secretary

Sorry to be so late getting this info to you.

I'm not sure of average cost to customer. I pay $200 per year but thats with a discount.
Not sure what they pay individually.
Township pays $23.10 for dumpster at Community Building.

ORDINANCE NO. 1986 - 2

REGULATING THE STORAGE, COLLECTION AND DISPOSAL OF SOLID WASTE, REFUSE AND GARBAGE FROM DOMESTIC, COMMERCIAL AND INDUSTRIAL ESTABLISHMENTS WITHIN THE TOWNSHIP OF ARMAGH, PROVIDING FOR THE LICENSING OF COLLECTORS, LICENSE FEES AND PENALTIES FOR VIOLATION.

The Board of Supervisors of the Township of Armagh, Mifflin County, Pennsylvania, enacts and ordains as follows:

Section 1. Short Title. This Ordinance shall be known as the Armagh Township Solid Waste Control Ordinance of 1986.

Section 2. Statutory Authority. This Ordinance is enacted pursuant to and in satisfaction of the Solid Waste Management Act, §202, and pursuant to the Second Class Township Code, all as amended, as the same relates to the subject matter hereof and the adoption of this Ordinance.

Section 3. Purpose. All domestic, commercial and industrial refuse, excluding agricultural refuse produced in an agricultural business and confined to the area of the agricultural enterprise, accumulated or stored upon any real property within the Township of Armagh, Mifflin County, Pennsylvania, shall be collected and removed by a collector licensed by the Township and shall be disposed

of in an area authorized by and approved by an appropriate governing body in accord with all state regulations.

Section 4. Definitions. As used in this ordinance, the following terms shall have the meanings indicated, unless a different meaning appears clearly from the context in which the term is used:

(a) APPLICANT - A person desirous to being authorized as a collector.

(b) ASHES - Residue from burning of coal, coke or other combustible material.

(c) COLLECTOR - Person authorized to collect, transport and dispose of municipal waste in and from the territory of the Township of Armagh.

(d) COMMERCIAL ESTABLISHMENT - Any establishment engaged in a non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, shopping centers, and theatres, but including restaurants, taverns and other eating places, even though a certain amount of processing may be ordinarily performed there.

(e) DISPOSAL - The incineration, disposition, injection, dumping, spilling, leaking or placing of municipal waste into or on the land or water areas of Township in a manner that the waste or a constituent thereof enters the environment, is emitted into the air, or is discharged into the waters of the Commonwealth of Pennsylvania.

(f) DISPOSAL SITE - Any location, facility, site, area or premises used for the disposal of municipal waste.

(g) DWELLING - A place of residence within the Township of Armagh of one or more persons where refuse is generated through normal living habits; however, this shall not include apartments or buildings devoted to multiple family occupancy.

(h) GARBAGE - All animal and vegetable wastes, or any combination thereof, resulting from handling, preparation, cooking or consumption of food.

(i) INDUSTRIAL ESTABLISHMENT - Means any establishment engaged in manufacturing or processing, including, but not limited to, factories, foundries, mills, processing plants, refineries and the like.

(j) INSTITUTIONAL ESTABLISHMENT - Any establishment

engaged in service to person, including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.

(k) MANAGEMENT - The entire process, or any part thereof, of storage, collection, transportation, processing, treatment and/or disposal of municipal waste by any person engaging in such process.

(l) MUNICIPAL WASTE - Any garbage, refuse, industrial lunch room or office waste and other material including solid, liquid, semi-solid or contained gaseous material resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or industrial water supply treatment plant, waste-water treatment plant, or air pollution control facility, and any waste made the subject matter of the Solid Waste Management Act of the Commonwealth of Pennsylvania, 180 P.L. 380, No. 97, as amended.

(m) OCCUPANT - Any person generally in possession and control of any dwelling.

(n) PERSON - Any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, federal government or agency, state institution and agency, or any other legal entity whatsoever which is recognized by law as being subject to the rights and duties of a person.

(o) PROCESSING - Any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for off-site reuse. Processing facility shall include, but not be limited to, transfer facilities, composting facilities, incinerators, recycling facilities and resource recovery facilities.

(p) REGULAR - Occurring at least three or more times per month.

(q) REFUSE - Shall be treated as a collective term applying to all garbage, rubbish, ashes, leaves, and grass trimmings from residential, municipal, commercial or institutional premises. The use of the word refuse shall include rubbish; however, the opposite shall not necessarily apply.

(r) RUBBISH - Shall include glass, metal, paper, plant growth, wood, or nonputrescible solid waste.

(s) SOLID WASTE - Includes any waste, including, but not limited to, municipal, residual, or hazardous waste, and including solidified liquids, semi-solids, or materials containing gaseous substances, and this term shall embrace all terms referred to as such in the Act of Assembly known as the Solid Waste Management Act cited above.

(t) STORAGE - The containment of any municipal waste on a temporary basis in such a manner as to constitute disposal of such waste, and it shall be presumed that the containment of any municipal waste in excess of one (1) year constitutes a disposal.

(u) TOWNSHIP - The Township of Armagh, when referred to in an active sense shall include the Board of Supervisors of the Township of Armagh, all such references relating to Mifflin County, Pennsylvania.

(v) TRANSPORTATION - The off-site removal of any municipal waste generated or present at any time from the Township of Armagh.

In the interpretation of this ordinance, use of the singular shall include the plural, and use of the plural shall include the singular; and the use of the masculine shall include the feminine and neuter.

Section 5. Duties and Responsibilities of Owners and Occupiers for Municipal Waste.

A. General Duties.

It shall be the duty of every owner of property and every person occupying any dwelling unit, premises or place of business within the Township where municipal waste is produced and is accumulated, by his own expense and cost, to provide and keep at all times, a sufficient number of containers to hold all municipal waste which may accumulate during the intervals between collection of such municipal waste by an authorized collector.

B. Storage on Residential Properties.

(a) Containers. All municipal waste accumulated by owners of each residential property and/or the occupants of residential properties shall be placed in containers for collection by an authorized collector. The containers shall be durable, water tight, and made of metal or plastic. Securely tied plastic bags may be used in cases where such bags can be

used without being torn open by domestic or wild animals. The size of each such container shall not exceed a 32-gallon capacity. However, large containers designed for use with special hoisting equipment may be used if the collector serving the residence uses collection vehicles with such special hoisting equipment.

(b) Location of Containers. Each municipal waste container shall be located or shall be placed on the day of collection so as to be accessible to the collector at ground level and at a point on the curb line of the street, or within no less than ten (10) feet of the public street, alley or driveway from which collection from a vehicle can be made pursuant to a previously announced route of collection, notification of which has been given by collector. Failure to place containers at such locations may result in discontinuance of service.

C. Storage on Commercial, Institutional and Industrial Properties.

(a) Containers. Storage of municipal waste on commercial, institutional and industrial properties shall be done in the same type of containers as are required for residential properties except that containers larger than 32 gallons may be used, where needed, to accommodate larger volumes of municipal wastes. Such containers shall be kept in good working order.

(b) Location of Containers. Containers for collection at commercial, institutional and industrial properties shall be located on such premises at a place which shall not interfere with public or private sidewalks, driveways, roads, streets, highways or entrances and exits of public or private buildings.

Section 6. Authorization and Regulation of Collectors.

A. Unauthorized Collection and Transportation

It shall be unlawful for any person, other than such persons as are duly authorized by the Township of Armagh, to collect and transport solid waste of any nature as a regular hauling business within or from the Township. Authorization shall be given only as set forth below.

B. Licensing Procedure.

Authorization to collect, transport, and dispose of municipal waste for persons other than oneself may be given only by the Township through the issuance of a license. All applications for licensing shall be approved in accordance with the following:

(a) Eligible Persons. Municipal Solid Waste Collection Licenses may be issued to only those persons who can provide satisfactory evidence that they are capable of providing the necessary services and can comply with the provisions and intent of this ordinance. The Township reserves the right to disapprove any application for license.

(b) Application Procedure. Applicants for a Municipal Solid Waste Collection License must furnish the following information:

(i) The make, model, license plate number, and size of each vehicle to be used for collection and transportation;

(ii) The location, address, and telephone number of the business office of the applicant;

(iii) A certificate of the applicant's Workmens' Compensation Insurance as required by law;

(iv) A certificate of insurance coverage providing complete third party comprehensive, bodily injury and property damage, liability insurance, the limits of which shall not be less than $100,000/$300,000 for bodily injury and $50,000 for property damage; and

(v) Any other information which the Township may request and deem necessary prior to the issuance of a license and which shall be adopted by Resolution of the Board of Township Supervisors.

(c) Issuance. Licenses shall be issued on a calendar year basis, but may be revoked at any time by the Township for failure to comply with the provisions of this ordinance.

(d) Fees. Fees for Licenses shall be set by Resolution of the Board of Supervisors of the Township, and the amount thereof shall be provided to any applicant or other person upon request. The said license fee shall not be divisible or prorated for a fraction of a year or refundable for any reason.

(e) License and Capacity. Each vehicle must prominently display the name and number of the licensee and the cubic yard capacity of the vehicle's body.

C. Rates.

Collectors shall only levy such charges and rates for collection as approved by the Board of Supervisors of Township subject to the following:

(a) Collector shall notify Township in writing by certified mail of any proposed rate changes and shall submit therewith its proposed amended schedule of rates.

(b) Within thirty (30) days of receipt of said certified mail notice, collector shall be available at a meeting arranged by Township, between Township and collector, to discuss said rate changes.

(c) Township shall in its sole discretion, approve in whole or in part, or disapprove in whole or in part, said suggested rate changes within thirty (30) days of said meeting.

(d) Notice of said decision by Township and of the reason therefor shall be given by Township to collector in writing by certified mail within thirty (30) days of the aforesaid meeting.

D. Municipal Collection System.

The said license shall be granted subject to the right of the Township at any time that it may so determine, to establish a municipally operated collection system, and said license shall terminate without refund upon the effective date of institution of such a municipally operated collection system.

E. Limitations upon Collection.

It shall be unlawful to permit any unlicensed collector or unlicensed person to collect or remove garbage from any household.

F. Prevention of Spilling.

Any person transporting solid waste within the Township shall prevent or remedy any spillage from vehicles or containers used in the transport of any such solid waste.

G. Inspection.

The Supervisors or their designated agents may inspect the equipment, and any part thereof, of any collector at any time during collector's working hours. The inspectors, including the Supervisors, are hereby authorized by the several collectors to inspect the working operations of collection and the use of the equipment and the activities of personnel in collection at

any time during collection activites and wherever within Armagh Township the same may occur.

Section 7. Disposal of Municipal Waste.

A. Designated Facilities.

All municipal waste produced, collected and transported from within the jurisdictional limits of the Township shall be to the extent permitted by law, disposed of at the disposal facilities designated in the Solid Waste Management Plan for Mifflin County, as adopted by Mifflin County, and by the Mifflin County Solid Waste Authority. In the absence of such designated facilities, or until such facilities become operational in compliance with applicable state permits, and/or in the absence of such currently effective Solid Waste Management Plan, then all municipal waste from the Township must be disposed of at a State-permitted facility.

B. State Policy Basis.

The provisions aforesaid in Section 7 A, "Designated Facilities", have been adopted pursuant to the clearly articulated and affirmatively expressed policy of the Commonwealth of Pennsylvania, stated in the Solid Waste Management Act, Act 97 of 1980, Sec. 202 (35 P.S. Sec. 6018.202).

C. Notice to Collectors.

If the Township designates the disposal facilities as provided for above, all authorized collectors and other interested persons shall be informed of the location and other information pertaining to the designated disposal facilities to be used for the disposal of municipal waste collected, transported, removed, and disposed.

Section 8. Exclusions. The following persons and activities are excluded from the provisions of this Ordinance:

A. Individuals Not Engaged in Collection.

Nothing contained herein shall be deemed to prohibit any residential property occupant not regularly engaged in the business of collecting municipal waste from hauling his own municipal waste on an irregular and unscheduled basis to a State-permitted disposal facility.

B. Farming Activities.

Nothing contained herein shall prohibit a farmer from carrying out the normal activities of his farming operation,

including composting and spreading of manure or other farm-produced agricultural waste.

C. Hazardous and Residual Waste.

The provisions of this Ordinance do not apply to anything but the storage, collection, transportation and disposal of municipal waste and do not apply, therefore, to hazardous or residual waste as defined by the Pennsylvania Solid Waste Management Act.

D. Particular Wastes Requiring Special Permits.

No rubber or plastic substances in the nature of solid waste products shall be collected or transported, or both, by any collector, nor shall the same be burned by any collector or any person without special permit issued by the Board of Supervisors after application in writing or in person, with or without writing, at any general meeting of the Board of Supervisors.

Section 9. Penalties and Remedies.

A. Penalty.

Any person violating any of the provisions of this Ordinance shall, upon conviction by a District Magistrate, be subject to a fine or not less than one hundred ($100.00) dollars, nor more than three hundred ($300.00) dollars, together with the costs of prosecution and/or imprisonment for a period of not more than thirty (30) days. Every violator of the provisions of this Ordinance shall be deemed guilty of a separate offense for each and every day such violation shall continue and shall be subject to the penalty imposed by this section for each and every such separate offense.

B. Additional Remedies.

In addition to the foregoing penalty, the Township may require the owner or occupant of a property to remove any accumulation of solid waste and should said person fail to remove such solid waste after ten (10) days following written notice, it shall constitute a public nuisance and the Township may cause the solid waste to be collected and disposed of with the costs and expense for such actions to be charged to the owner and/or occupant of the property and collected therefrom in a manner provided by law including, but not limited to, the entering of a municipal claim or lien against the land affected as provided by law.

C. Abatement.

The imposition of the penalties herein prescribed shall

not preclude the Township from instituting appropriate actions or proceedings in equity or otherwise to prevent the violation of this Ordinance, to restrain, correct or abate any such violation, or to prevent any act, conduct, business or activity constituting a violation.

Section 10. Separability. Should any section, sub-section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby and the remainder of this Ordinance shall, accordingly, remain in full force and effect.

Section 11. Repealer. All Ordinances and any Resolutions adopted by the authority thereof and any parts of said Ordinances or Resolutions as are inconsistent with this Ordinance are repealed.

Section 12. Effective date. The effective date of this Ordinance shall be January 2, 1987.

ARMAGH TOWNSHIP
MIFFLIN COUNTY, PENNSYLVANIA
ORDINANCE # 99-1

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF ARMAGH TOWNSHIP GOVERNING MUNICIPAL MANAGEMENT OF ONLOT SUBSURFACE SEWAGE DISPOSAL FACILITIES WITHIN THE TOWNSHIP

AND NOW, this 7th day of June, 1999, it is hereby ordained that the management of onlot subsurface sewage disposal facilities, shall be as follows:

§301. Title; Introduction; Purpose.

1. This section may be cited as the OLDS (On Lot Disposal System) Management Program for Armagh Township.

2. As mandated by the municipal codes, the Clean Streams Law (35 P.S. §691.1 to 691.1001), and the Pennsylvania Sewage Facilities Act (Act of January 24, 1966, P.L. 1535 as amended, 35 P.S. §750.1 et seq., known as Act 537), municipalities have the power and the duty to provide for adequate sewage treatment facilities and for the protection of the public health by preventing the discharge of untreated or inadequately treated sewage. The Official Sewage Facilities Plan for Armagh Township indicates that it is necessary to formulate and implement a sewage management program to effectively prevent and abate water pollution and hazards to the public health caused by improper treatment and disposal of sewage.

3. The purpose of this Part 3 is to provide for the inspection, maintenance and rehabilitation of onlot sewage disposal systems; to further permit the Township to intervene in situations which are public nuisances or hazards to the public health and to establish penalties and appeal procedures necessary for the proper administration of a sewage management program.

§302. Terms and Definitions.

1. General Terms. In the interpretation of this Part, the singular shall include the plural, and the masculine shall include the feminine and the neuter.

2. Specific Terms. For the purposes of this Part, the terms used shall be construed to have the following meanings:

   ACT - The Pennsylvania Sewage Facilities Act, Act of January 24, 1966, P.L. (1965) 1535, No. 537, as amended, 35 P.S. Section 750.1 et seq.

   ALTERNATIVE SYSTEM - A system for the disposal of domestic wastewaters not

operating below ground level but located on or near the site of the building or buildings being served (e.g. composing toilets, gray water recycling systems, incinerating toilets, spray irrigation and black water recycling systems, etc.).

AUTHORIZED AGENT - A licensed sewage enforcement officer, professional engineer or sanitarian, plumbing inspector, soils scientist, or any other qualified or licensed person who is delegated to function within the specified limits as the agent of the Board of Supervisors of Armagh Township to carry out the provisions of this Ordinance.

BOARD - The Board of Supervisors of the Township of Armagh, Mifflin County, Pennsylvania.

CODES ENFORCEMENT OFFICER (hereinafter called C.E.O.) - An individual employed by the Township to administer and enforce this and other ordinances in the Township.

COMMUNITY SEWAGE SYSTEM - Any system, whether publicly or privately owned, for the collection of sewage publicly, from two or more lots or uses, or two or more equivalent dwelling units, and the treatment and/or disposal of the sewage on one or more of the lots or at any other site and which shall comply with all applicable regulations of the DEP.

DEP - The Department of Environmental Protection of the Commonwealth of Pennsylvania or any successor agency.

DEVELOPER - Shall be defined as any person, partnership or corporation which erects or contracts to erect a building on property owned by it with the intent to sell the building to some other party upon its full or partial completion, or upon the conveyance of property on which the building is to be built.

EQUIVALENT DWELLING UNIT (EDU) - For the purpose of determining the number of lots in a subdivision or land development, that part of a multiple family dwelling, commercial, industrial, or institutional establishment with sewage flows equal to four hundred (400) gallons per day.

IMPROVED PROPERTY - Any property within the Township upon which there is erected a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure sewage shall or may be discharged.

INDIVIDUAL SEWAGE SYSTEM - Any system of piping, tanks, or other facilities serving a single lot and collecting and disposing of sewage in whole or in part into the soil or any waters of the Commonwealth of Pennsylvania or by means of conveyance to another site for final disposal.

LAND DEVELOPMENT - A land development as defined in the Pennsylvania Municipalities

Planning Code, Act of July 31, 1968, P.L. 805, No. 247, as amended, 53 P.S. Section 10101 et seq.

LOT - A designated parcel, tract, or area of land established by a plot or otherwise as permitted by law and to be used, developed or built upon as a unit.

MALFUNCTION - The condition which occurs when an onlot sewage disposal system causes pollution to the ground or surface waters, contamination of private or public drinking water supplies, nuisance problems or hazard to public health. Indications of malfunctioning systems include, but are not limited to, foul odors, lush grass growing over the system, backup of wastewater in the attached buildings, soggy ground over the system, surfacing sewage effluent flowing over the ground and occurring at any time of the year.

MANAGEMENT PROGRAM - The management program shall encompass the entire Township serviced by sewage facilities or any other alternative system that discharges into the soils of the Township. All systems shall be operated under the jurisdiction of the Armagh Township Board of Supervisors regulating the subsurface disposal and/or alternate systems, and other applicable laws of the Commonwealth of Pennsylvania. Exhibit 5-1 shows the defined area and subareas of the Management Program.

OFFICIAL PLAN - A comprehensive plan for the provision of adequate sewage disposal systems adopted by the Township and approved by DEP in accordance with the Act and with applicable DEP regulations.

ONLOT SEWAGE DISPOSAL SYSTEM - Any sewage system disposing of sewage in whole or in part into the soil or any waters of the Commonwealth of Pennsylvania or by means of conveyance to another site for final disposal, and which is located upon the lot which it serves.

OWNER - Any person, corporation, partnership, etc. holding deed/title to lands within Armagh Township.

PERSON - Any individual, association, partnership, public or private corporation whether for profit or not-for-profit, trust, estate, or other legally recognized entity. Whenever the term "person" is used in connection with any clause providing for the imposition of a fine or penalty or the ordering of action to comply with the terms of this Part, the term "person" shall include the members of an association, partnership or firm and the officers of any public or private corporation, whether for profit or not-for-profit, trust, or estate, or other legally recognized entity.

PLANNING MODULE FOR LAND DEVELOPMENT - A revision to, or exception to the revision of, the Township Official Plan submitted in connection with the request for approval of a subdivision or land development in accordance with DEP regulations.

PUMPER/HAULER - Any person, company, partnership or corporation which engages in

cleaning community or individual sewage systems and transports the septage cleaned from these systems.

PUMPERS REPORT/RECEIPT - Form which shall be used by all licensed Pumpers/Haulers to report each pumping of onlot sewage disposal systems in the Township.

REHABILITATION - Work done to modify, alter, repair, enlarge or replace an existing onlot sewage disposal system.

REPLACEMENT AREA - An area designated as the future location of an individual onlot sewage system that shall be installed should the initial individual onlot system installed or to be installed fail or otherwise become inoperable and which shall meet all the regulations of the DEP and all applicable Township ordinances for an individual onlot sewage system, and shall be protected from encroachment by an easement recorded on the Final Plan as filed with the Mifflin County Recorder of Deeds.

SEPTAGE - The residual scum and sludge pumped from septic systems.

SEWAGE - Any substance that contains any of the waste products or excrement or other discharge from the bodies of human beings or any noxious or deleterious substance being harmful or inimical to the public health, or to animal or aquatic life or to the use of water for domestic water supply or for recreation.

SEWAGE ENFORCEMENT OFFICER (hereinafter called S.E.O.) - A person appointed by the Board to administer the provisions of this Part and authorized by the DEP in accordance with "Chapter 71, Administration of Sewage Facilities Program" of "Title 25, Rules and Regulations" to perform percolation tests, site and soil evaluation, and issue sewage permits for onlot disposal systems.

SEWAGE FACILITIES - Any method of sewage collection, conveyance, treatment, and disposal which will prevent the discharge of untreated or inadequately treated sewage into the waters of this Commonwealth or otherwise provide for the safe and sanitary treatment of sewage.

SINGLE AND SEPARATE OWNERSHIP - The ownership of a lot by one or more persons which ownership is separate and distinct from that of any abutting or adjoining lot.

SUBDIVISION - A subdivision as defined by the Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L. 805, No. 247, as amended, 53 P.S. Section 10101 et seq.

TOWNSHIP - Armagh Township, Mifflin County, Pennsylvania.

All other definitions of words and terms used in this Part shall have the same meaning as set

forth in "Chapter 73, Standards for Sewage Disposal Facilities" of "Title 25, Rules and Regulations, Department of Environmental Protection".

§303. Applicability. From the effective date of this Part, its provisions shall apply to all persons owning any property in the Township serviced by an onlot sewage disposal system and to all persons installing or rehabilitating onlot sewage disposal systems within the Management District.

§304. Sewage Permit Requirements.

1. No person shall install, construct or request bid proposals for construction or alter an individual sewage system or community sewage system or construct or request bid proposals for construction or install or occupy any building or structure for which an individual sewage system or community sewage system is to be installed without first obtaining a permit indicating that the site and the plans and specifications of such system are in compliance with the provisions of the Pennsylvania Sewage Facilities Act (hereinafter called "Act 537" or "Act") and the standards adopted pursuant to that Act.

2. No system or structure designed to provide individual or community sewage disposal shall be covered from view until approval to cover the same has been given by the municipal S.E.O. If seventy-two (72) hours have elapsed, excepting Sundays and Holidays, since the S.E.O. issuing the permit received notification of completion of construction, the applicant may cover said system or structure, unless permission has been specifically refused by the S.E.O.

3. The Township may require applicants for sewage permits to notify the Township's certified S.E.O. of the schedule for construction of the permitted onlot sewage disposal system so that inspection(s) in addition to the final inspection required by Act 537 may be scheduled and performed by the Township's certified S.E.O. at the cost of the applicant.

4. No building or occupancy permit shall be issued by the Township or its C.E.O. for a new building which will contain sewage generating facilities until a valid sewage permit has been obtained from the Township's certified S.E.O.

5. No building or occupancy permit shall be issued and no work shall begin on any alternation or conversion of any existing structure, if said alteration or conversion will result in the increase or potential increase in sewage flows from the structure, until the Township's C.E.O. and the structure's Owner receive from the Township's S.E.O. either a permit for alteration or a replacement of the existing sewage disposal system or written notification that such a permit will not be required. In accordance with Chapter 73 regulations, the certified S.E.O. shall determine whether the proposed alteration or conversion of the structure will result in increased sewage flows.

6. Sewage permits may be issued only by a certified S.E.O. employed by the Township for that express purpose. The DEP shall be notified by the Township as to the identity of their currently

employed certified S.E.O.

7. No sewage permit may be issued unless proof is provided the Owner of record has owned the lot since May 15, 1972, or that Act 537 planning for that lot has been provided by the Township.

8. No final Act 241 approval on a subdivision plan may begin until Act 537 planning is approved by the Township.

§305. Ground Markers. Any person who shall install new or rehabilitated systems shall provide a marker or markers at ground level locating the subsurface waste disposal tank and other important components of the system requiring periodic inspection and maintenance. Requirements for marker types and locations will be determined by the Township's S.E.O. In addition, a riser or access hatch shall be constructed so as to enable easy access to the waste disposal tank, and prevent odors from escaping and to prevent children from removing the hatch. Accessibility for visual inspection and maintenance shall be provided in the drainage fields via four (4) inch vertical, non-perforated PVC pipe connected directly to the drain tile at a minimum of four (4) locations in the drainage field. If not installed by the Township or its Authorized Agent, such installation shall be subject to its approval.

§306. Replacement Areas.

1. Requirements

   A. After the effective date of this Ordinance, a Replacement Area for an individual onlot sewage system shall be required for all lots or lots to be created which are not serviced or to be serviced by a community sewage system, or for which a valid permit for installation of an individual onlot sewage system has not been issued. Lots existing prior to the effective date of this Part shall be exempt from the requirements of this Section.

   B. The Replacement Area provided shall comply with the Act and with all regulations issued by the DEP as incorporated into this Part concerning individual onlot sewage systems, including isolation distances, and with the terms of this Part and any other applicable Township ordinances.

2. Identification of Replacement Area

   A. Each Applicant who shall submit a plan for the subdivision or development of land or who shall apply for a permit for the installation of an individual onlot sewage system, or who shall request approval of a Planning Module for Land Development or the adoption of a revision, exception to revision, or supplement to the Official Plan shall demonstrate to the satisfaction of the S.E.O. that a suitable area exists on the lot or on each lot to be created for an initial individual onlot sewage system and for the Replacement Area. The S.E.O. shall perform or observe all tests required for the location of an individual onlot sewage system to confirm the suitability of the Replacement Area. Allowance of open

land for the Replacement Area without testing performed or observed by the S.E.O. shall not constitute compliance with the requirements of this Section.

B. The location of the initial individual onlot sewage system and the Replacement Area as confirmed by the S.E.O. shall be identified on the plot plans and diagrams submitted as part of the permit application.

C. If the application has been submitted as part of an application for subdivision or land development approval or as part of a request that the Township approve a Planning Module for Land Development or amend its Official Plan, or a request for an exception to the revision of the Official Plan, the location of each initial individual onlot sewage system and each Replacement Area shall be noted upon the plans. If the application is for subdivision or land development approval, a note constituting a permanent easement shall be added to the plans stating that no improvements shall be constructed upon the Replacement Area, and the deed to be recorded for each lot created as part of the subdivision or land development shall contain language reflecting this limitation.

D. Any revisions to a permit or plan affecting a Replacement Area which previously has been approved pursuant to the provisions of this Ordinance shall be reviewed for approval by the Board or its authorized representative.

3. Construction Restrictions.

A. The easement for the Replacement Area noted upon the Plan and recorded with the Mifflin County Recorder of Deeds shall state that no permanent or temporary improvements of any character, other than shallow-rooted plant matter, shall be constructed upon the Replacement Area.

B. This provision shall be enforced by the Township unless the person who desires to construct such improvements shall demonstrate to the satisfaction of the S.E.O. that an alternate Replacement Area which complies with all applicable regulations of the DEP, this ordinance and all other applicable Township ordinances, exists upon the lot. If such an alternate Replacement Area shall be identified, the alternate Replacement Area may be considered to be the Replacement Area required by this ordinance and shall be designated as the Replacement Area. The newly designated Replacement Area shall thereafter be considered the Replacement Area for the purposes of this ordinance.

4. Relief from Replacement Area Requirement

A. If any lot held in single and separate Ownership as of the effective date of this ordinance does not contain land suitable for a Replacement Area, the Applicant submitting a Land Development Plan or a Planning Module for Land Development or desiring to install an individual onlot sewage system may request that the Board grant an exception to the requirement of providing a Replacement Area. The Applicant for such an exception shall present credible evidence to the Board demonstrating (a) that the lot was held in single and separate Ownership on the effective date of this ordinance; (b) the size of the lot; (c) inability of the applicant to acquire adjacent land or the unsuitability of adjacent land which might be able to be acquired; and (d) the testing conducted to determine that the lot is not suitable to provide a Replacement Area.

B. At all times the burden to present credible evidence and the burden of persuasion shall be upon the Applicant for an exception from the terms of this Part. In no case shall any lot be exempted from the requirements of this Part.

§307. Inspections.

1. Any onlot sewage disposal system may be inspected by the Township's Authorized Agent at any reasonable time as of the effective date of this Part.

2. The inspection may include a physical tour of the property, the taking of samples from surface water, wells, other ground water sources, the sampling of the contents of the sewage disposal system itself and/or the introduction of a traceable substance into the interior plumbing of the structure served to ascertain the path and ultimate destination of wastewater generated in the structure. A copy of the inspection report shall be furnished to the Owner and current resident which shall include all of the following information which is reasonably available to the individual or agency responsible for pumping the septic tank: date of inspection; name and address of system Owner; description and diagram of the location of the system including location of access hatches, risers, and markers; size of tanks and disposal fields; current occupant's name and number of users; indication of any system malfunction observed; results of any and all soils and water tests; any remedial action required.

3. The Township's Authorized Agent shall have the right to enter upon land for the purposes of inspections described above. In the event that access to inspect the property is denied, the following steps shall be taken:

A. The matter will be officially referred to the Board for action.

B. The Board may schedule a review at the next scheduled meeting of the Board or, if the situation threatens the health of safety of the residents of the Township, the Board may commence an immediate procedure to obtain a search warrant from the District Justice.

C. Upon receipt of a search warrant to inspect the property, the Authorized Agent of the Township shall be accompanied by an officer of the County or State Police, and the inspection shall be completed in accordance with this Subsection.

D. The provisions of this Subsection for obtaining a search warrant may be waived only when the Board and its Authorized Agent have reason to believe that the sewage facilities or alternative system is malfunctioning or being operated improperly such that the situation poses an immediate and substantial safety, water pollution, or health hazard.

4. An initial inspection shall be conducted by an authorized agent according to the implementation schedule listed in Exhibit 5-1 for purposes of determining the type and functional status of each sewage disposal system in the Management District. A written report shall be furnished to the owner of each property inspected and a copy shall be maintained in the Township Records.

5. A schedule of routine inspections will be established by the Township to assure the proper function of the systems in the Township. The interval will be an inspection every three years.

6. The Township's Authorized Agent shall inspect systems known to be, or alleged to be, malfunctioning. Should said inspections reveal that the system is malfunctioning, the Township shall take action to require the correction of the malfunction. If total correction is not technically or financially feasible in the opinion of the Township and a representative of the DEP, action by the Owner to mitigate the malfunction shall be required.

7. There may arise geographic areas within the Township where numerous onlot sewage disposal systems are malfunctioning. A resolution of these area-wide problems may necessitate detailed planning and a Township sponsored revision to that area's Act 537 Official Sewage Facilities Plan. When a DEP authorized Official Sewage Facilities Plan Revision has been undertaken by the Township, mandatory repair or replacement of individual malfunctioning sewage disposal systems within the study area may be delayed, at the discretion of the Township, pending the outcome of the plan revision process. However, the Township may compel immediate corrective action whenever a malfunction, as determined by Township officials and the DEP, represents a serious public health or environmental threat.

§308. Operation.

1. Only normal domestic wastes shall be discharged into any onlot sewage disposal system. The following shall not be discharged into the system:

A. Industrial waste.

B. Automobile oil and other non-domestic oil.

C. Toxic or hazardous substances or chemicals including but not limited to pesticides,

disinfectants, acids, paints, paint thinners, herbicides, gasoline and other solvents.

D. Clean surface or ground water including water from roof or cellar drains, springs, basement sump pumps and French drains.

§309. Maintenance.

1. Any person owning a building served by an onlot sewage disposal system shall have the septic tank pumped by a qualified Pumper/Hauler during the year of their subarea's inspection. Thereafter, that person shall have the tank pumped at least once every five (5) years. Receipts from the Pumper/Hauler shall be submitted to the Township as required in §309.6.

2. For any person providing a receipt or other written evidence showing that their tank had been pumped within three (3) years of the first year anniversary of the effective date of this Part, then the Township may delay that person's initial required pumping to conform to the general five (5) year frequency requirement.

3. The Township may allow septic tanks to be pumped out at least frequent intervals when the Owner can demonstrate to the Township that the system can operate properly without the need for pump out. Such a request may be made at any time and must be in writing with all supporting documents attached. The Township, in making its determination, shall take into account the information submitted by the applicant, the sewerage permit issued by the Township S.E.O. upon installation or rehabilitation of the system and supporting documentation, reports of inspection and maintenance of the system, and other relevant information, and may conduct an on-site inspection. The applicant shall bear the cost of any inspection, surface or subsurface, and soil or wastes sampling conducted for the purposes of evaluating the request. The applicant shall receive a decision within sixty (60) days of accumulation of all necessary information by the Township.

4. The required pumping frequency may be increased at the discretion of the Authorized Agent if the septic tank is undersized, if solids buildup in the tank is above average, if the hydraulic load on the system increases significantly above average, if a garbage grinder is used in the building, if the system malfunctions or for other good cause shown.

5. Each time a septic tank or other subsurface waste disposal system tank is pumped out, the Township, its Authorized Agent, or a private septage Pumper/Hauler, whichever provides the service, shall provide to the Owner of the subsurface waste disposal system a signed Pumpers Report/Receipt containing at a minimum the following information:

   A. Date of pumping.

   B. Name and address of system Owner.

   C. Address of tank's location, if different from Owner's.

D. Description and diagram of the location of the tank, including the location of any markers, risers, and access hatches and size of the tank.

E. Condition of baffles.

F. The date existing system was installed.

G. Last date of pump out.

H. List of other maintenance performed.

I. Any indications of system malfunction observed.

J. Amount of septage or other solid or semi-solid material removed.

K. List of recommendations.

L. Destination of the septage (name of the treatment facility).

6. Upon completion of each required pumping, the Township, its Authorized Agent, or a private septage waste hauler, shall fill out and submit a Pumpers Report/Receipt, copies of which shall be provided by the Township to all licensed Pumpers/Haulers. The Township's Authorized Agent or a private septage Pumper/Hauler shall provide one copy of the Pumpers Report/Receipt to the Owner and one copy to the Township. Copies must be received at the Township's business office within thirty (30) days of the date of pumping. The Pumpers' Report/Receipt will include verification that the baffles in the septic tank have been inspected and found to be in good working order.

7. Any person owning a building served by an alternative system or onlot sewage disposal system which contains an aerobic treatment tank shall follow the operation and maintenance recommendations of the equipment manufacturer. A copy of the manufacturer's recommendations and a copy of the service agreement shall be submitted to the Township within six (6) months of the effective date of this Ordinance. Thereafter, service receipts shall be submitted to the Township at the intervals specified by the manufacturer's recommendations. In no case may the service or pumping intervals exceed those for those required for septic tanks.

8. Any person owning a building served by a cesspool or dry well shall have that system pumped according to the schedule prescribed for septic tanks in §309.1.

9. The Township may require additional maintenance activity as needed including, but not necessarily limited to, cleaning and unclogging of piping; servicing and the repair of mechanical equipment; leveling of distribution boxes, tanks and lines; removal of obstructing roots or trees; the diversion of surface water away from the disposal area, etc. Repair permits issued by the

certified S.E.O. must be secured for these activities.

§310. System Rehabilitation.

1. No person shall operate and maintain an onlot sewage disposal system in such a manner that it malfunctions. All liquid wastes, including kitchen and laundry wastes and water softener backwash, shall be discharged to a treatment tank. No sewage system shall discharge untreated or partially treated sewage to the surface of the ground or into the waters of the Commonwealth of Pennsylvania unless a permit to discharge has been obtained from the DEP.

2. The Township shall issue a written notice of violation to any person who is the Owner of a property in the Township which is found to be served by a malfunctioning onlot sewage disposal system or which is discharging raw or partially treated sewage without a permit.

3. Within seven (7) days of notification by the Township that a malfunction has been identified, the Owner shall make application to the Township's certified S.E.O. for a permit to repair or replace the malfunctioning system. Within thirty (30) days of initial notification by the Township, construction of the permitted repair or replacement shall commence. Within sixty (60) days of the original notification by the Township, the construction shall be completed unless seasonal or unique conditions mandate a longer period, in which case the Township shall set an extended completion date.

4. The Township's certified S.E.O. shall have the authority to require the repair of any malfunction by the following methods: cleaning, repair or replacement of components of the existing system; adding capacity or otherwise altering or replacing the system's treatment tank; expanding the existing disposal area; replacing the existing disposal area; replacing a gravity distribution system with a pressurized system; replacing the system with a holding tank; or other alternatives as appropriate for the specific site.

5. In lieu of or in combination with the remedies described in §310.4, the S.E.O. may require the installation of water conservation equipment and the institution of water conservation practices in structures served. Water-using devices and appliances in the structure may be required to be retrofitted with water-saving appurtenances or they may be required to be replaced by water-conserving devices and appliances. Wastewater generation in the structure may also be reduced by requiring changes in water usage patterns in the structure served. The use of laundry facilities may be limited to one load per day or discontinued altogether, etc.

6. In the event that the rehabilitation measures in §310.1 through §310.5 are not feasible or do not prove effective, the Township may require the Owner to apply for a permit to construct a holding tank in accordance with Township ordinance. Upon receipt of said permit, the Owner shall complete construction of the system within thirty (30) days.
7. Should none of the remedies described above provide totally effective in eliminating the malfunction of an existing onlot sewage disposal system, the Owner is not absolved of responsibility for that malfunction. The Township may require whatever action is necessary to

lessen or mitigate the malfunction to the extent that it feels necessary.

§311. Liens. The Township, upon written notice from the S.E.O. that an imminent health hazard exists due to failure of a property owner to maintain, repair or replace an onlot sewage disposal system as provided under the terms of this Part, shall have the authority to perform or contract to have performed the work required by the S.E.O. The Owner shall be charged for the work performed and, if necessary, a lien shall be entered therefore in accordance with law.

§312. Disposal of Septage.

1. All septage Pumpers/Haulers operating within the Township shall be licensed with the Township and shall comply with all reporting requirements established by the Township.

2. All septage originating within the municipal sewage management district shall be disposed of at sites or facilities approved by the DEP. Approved sites or facilities shall include the following: septage treatment facilities, wastewater treatment plants, composting sites, and approved farm lands.

3. Septage Pumpers/Haulers operating within the Township shall operate in a manner consistent with the provisions of the Pennsylvania Solid Waste Management Act (Act 97 of 1980, 35 P.S. §§6018.101-6018.1003). Any septage Pumper/Hauler who violates any of the provisions of this Part or regulations of Armagh Township, the conditions of its State permit, or of any State or local law governing its operation shall, upon conviction thereof, be sentenced to pay a fine not exceeding one thousand dollars ($1,000.00) and costs and, in default of payment thereof, shall be subject to imprisonment for a term not to exceed thirty (30) days. If any Pumper/Hauler shall have been convicted on two (2) occasions of any violation of this Part, or for violating the conditions of its State permit, or of any State or local law governing its operation, the Board shall have the power to suspend said Pumper/Hauler from operating within the Township for a period of not less than six (6) months or more than two (2) years for each violation, as determined by the Township. Each day the violation continues shall constitute a separate offense.

§313. Administration.

1. The Township shall fully utilize those powers it possesses through enabling statutes and ordinances to effect the purposes of this Part.

2. The Township shall employ qualified individuals to carry out the provisions of this Part. Those employees shall include a certified S.E.O., a C.E.O., a secretary, administrator or other persons as required. The Township may also contract with private qualified persons or firms as necessary to carry out the provisions of this Part.

3. All permits, records, reports, files and other written material relating to the installation, operation and maintenance and malfunction of onlot sewage disposal systems shall become the

property of the Township. Existing and future records shall be available for public inspection during required business hours at the official municipal office. All records pertaining to sewage permits, building permits, occupancy permits and all other aspects of the Township's OLDS Management Program shall be made available, upon request, for inspection by representatives of the DEP.

4. The Board shall establish all administrative procedures necessary to properly carry out the provisions of this Part.

5. The Board may establish a fee schedule, and subsequently collect fees, to cover the cost to the Township of administering this program.

§314. Appeals.

1. Appeals from decisions of the Township or its authorized agents under this Part shall be made to the Board in writing within forty-five (45) days from the date of the decision in question.

2. The appellant shall be entitled to a hearing before the Board at its next regularly scheduled meeting, if the appeal is received at least fourteen (14) days prior to that meeting. If the appeal is received within fourteen (14) days of the next regularly scheduled meeting, the appeal shall be heard at the subsequent meeting. The Township shall thereafter affirm, modify, or reverse the aforesaid decision. The hearing may be postponed for a good cause shown by the appellant or the Township. Additional evidence may be introduced at the hearing provided that it is submitted with the written notice of appeal.

3. A decision shall be rendered in writing within forty-five (45) days of the date of the hearing. If a decision is not rendered within forty-five (45) days, the release sought by the appellant shall be deemed granted.

§315. Penalties. Any person failing to comply with any provisions of this Part shall be subject to a fine of not less than one hundred dollars ($100.00) and costs, and not more than three hundred dollars ($300.00) and costs, or in default thereof shall be confined in the county jail for a period of not more than thirty (30) days. Each day of noncompliance shall constitute a separate offense.

§316. Repealer. If any section of clause of this Part shall be adjudged invalid, such adjudication shall not affect the validity of the remaining provisions which shall be deemed severable therefrom.

BY THE ARMAGH TOWNSHIP
BOARD OF SUPERVISORS

ATTEST: Brenda E. Armillas
_____, Secretary

By: O. E. Ridenour Jr.
_____, Chairman

Brown Township

ORDINANCE NO. 1986-1

Municipal Solid Waste Ordinance

An Ordinance of Brown Township, Mifflin County, Pennsylvania, providing for the health, safety and welfare of the residents of the Township by regulating the storage, collection, transportation, and disposal of municipal solid waste; authorizing the collection, transportation and disposal of municipal solid waste only by collectors licensed by the Township; and fixing the penalties for violations of this Ordinance.

BE IT ORDAINED AND ENACTED BY THE BOARD OF SUPERVISORS OF BROWN TOWNSHIP, AND IT IS HEREBY ORDAINED AND ENACTED BY THE AUTHORITY OF THE SAME, That:

ction 1. Short Title.

This Ordinance shall be known and may be cited as the Brown Township "Municipal Solid Waste Ordinance".

ction 2. Use and Interpretation of certain words and terms. Definitions.

When not inconsistent with the context, words and terms used in this Ordinance in the present tense include the future tense; words and terms in the plural number include the singular number and,the converse; and the masculine gender includes the feminine gender and the neuter gender.

Unless otherwise expressly stated, or unless the context clearly requires a different meaning, the following words and terms when used in this Ordinance shall have the meanings next ascribed to them.

(1) Collector means a person licensed by the Township to collect and transport municipal solid waste from a property in the Township or, to dispose of municipal solid waste.

(2) Disposal of municipal solid waste means getting rid of municipal solid waste by delivering the municipal solid waste to a disposal facility; or getting rid of municipal solid waste by burning it; or getting rid of municipal solid waste by depositing, burying, dumping, spilling, leaking, spreading, littering, or otherwise intentionally or unintentionally placing the municipal solid waste into or on any site which is not a disposal facility.

(3) Disposal facility means any facility which, in accordance with methods and techniques approved by the Commonwealth, reduces the volume or bulk of municipal solid waste, or converts part or all of such waste for off-site reuse, or disposes of part or all of such waste by burying the waste.

(4) Garbage means the solid or semisolid animal or vegetable waste: (a) which results from the handling, storage, preparation, cooking or serving of food or, from the cleaning-up thereafter; and (b) which is not ground up for discharge into a sanitary sewer system.

(5) Municipal Solid Waste means the garbage and rubbish generated by a municipal, residential, business office, commercial, or institutional use or establishment or, by a community activity; and, any sludge from a municipal, commercial or institutional water supply treatment plant,

waste water treatment plant or air pollution control facility if such sludge is not classified as hazardous waste or residual waste by the Pa. "Solid Waste Management Act" [35 P.S. §6018.101 et seq.] or by any rule or regulation issued pursuant to that Act.

(i) Commercial use or establishment means any use or establishment engaged in a nonmanufacturing or nonprocessing operation. By way of example, the types of commercial uses or establishments set forth in the Township "Sewer Rent and Service Charge Ordinance" would be commercial uses or establishments for the purposes of this Municipal Solid Waste Ordinance.

(ii) Institutional use or establishment means any use or establishment engaged in service to persons. By way of example, the types of institutional uses or establishments set forth in the Township "Sewer Rent and Service Charge Ordinance" would be institutional uses or establishments for the purposes of this Municipal Solid Waste Ordinance.

(6) Owner. This word is defined in the Township "Sewer Rent and Service Charge Ordinance"; and that definition is incoporated here by reference.

(7) Person means any individual, partnership, association, business firm, charitable organization, profit or non-profit corporation, institution, cooperative, government body, government agency, municipal authority, or other entity.

(8) Property means the lot or parcel of land, and any buildings and structures thereon, owned by an owner.

(9) Rubbish means all combustible and noncombustible waste materials, including paper, rags, boxes, cartons, litter, yard or garden trimmings, tin cans, bottles, crockery, broken or discarded furniture, and dust.

Rubbish shall not mean or include: garbage as defined in Clause (4); debris from construction or demolition; excavation fill or excavation waste; the waste or junk or discarded materials or by-products of manufacturing or industrial operations; abandoned equipment or machinery used in manufacturing or industrial operations; abandoned vehicles; waste classified as hazardous waste or residual waste by the Pa. "Solid Waste Management Act" or by any rule or regulation issued pursuant to that Act; and other types of waste not customarily produced by a municipal, residential, business office, commercial, or institutional use or establishment or, by a community activity.

(10) Storage means the temporary containment on a property of the municipal solid waste generated and accumulated on the property pending the collection, transportation and disposal of the waste.

(11) Transportation means the removal from a property of any municipal solid waste generated and accumulated on the property and, the handling of that waste until it is ultimately disposed of. By way of example, transportation would include the discharge of municipal solid waste at a transfer station and the subsequent removal of that waste from the transfer station to a disposal facility.

Section 3. Storage and Collection of Municipal Solid Waste.

3.1 General.

Except as provided in Section 7, all municipal solid waste generated and accumulated on a property in the Township shall be collected and transported from the property, and subsequently disposed of, only by a collector licensed by the Township. [Cr. Section 4]

3.2 Pre-Collection Storage.

During the periods between collections of municipal solid waste from a property by a collector, all municipal solid waste generated and accumulated on the property shall be stored on the property in the storage cans, disposable storage bags, or disposable rubbish bundles prescribed by Paragraph 3.3.

3.3 Storage Cans, Disposable Storage Bags and Disposable Rubbish Bundles. Responsibility to Provide.

(a) Storage cans shall be made of a durable, corrosion-resistant metal or plastic material; shall have a capacity of not more than 32 gallons or 40 pounds when filled; shall be watertight and sturdy enough to withstand cracking, splitting or breaking under normal conditions of repeated use; shall be equipped with a tight-fitting cover or lid which will resist being blown off by wind or knocked off if the can is dropped or toppled; shall be equipped with two handles or handholds so as to enable one man to lift, carry or empty the can; and shall not be filled to the point that the cover or lid cannot be put on the can or remain securely in place.

Storage cans shall be kept in good condition; shall be maintained free of ragged or sharp edges or any other defect likely to injure a man or hamper him in lifting, carrying or emptying the can; and shall be kept clean and sanitary so as to prevent the emission of offensive odors, the breeding of flies or maggots or mosquitoes, and the attraction or harboring of vermin.

(b) Disposable storage bags shall be made of a plastic or vinyl material; shall have a capacity of not more than 16 gallons or 20 pounds when filled; shall be such as are sturdy enough to withstand cracking, splitting or breaking when lifted or carried; shall be so tied or secured that the contents of the bag will not be spilled if the bag is blown over by wind or is dropped or toppled; shall have some suitable handhold so as to enable one man to lift and carry the bag; and shall be so filled or secured that no object punches through the bag so as to injure a man or hamper him in lifting or carrying the bag.

In order to reduce the chances of the bag being torn open by animals, no garbage shall be placed in the bag. Garbage stored on the property during the periods between collections of municipal solid waste from the property by a collector, shall be stored in a storage can of the type prescribed by Subparagraph (a) above.

(c) Rubbish bundles. Waste paper, yard or garden trimmings, Christmas trees, broken or discarded furniture and similar types of rubbish, if not so cut or broken up so as to be able to be placed in a storage can or a disposable storage bag, shall be cut into lengths not to exceed 4 feet;

shall be securely tied into a disposal bundle not larger than 2 feet wide, 2 feet high and 4 feet long and weighing not more than 40 pounds; and shall have two suitable handholds so as to enable one man to lift and carry the bundle.

(d) In the case of a boarding house or rooming house, apartment house, conversion apartment house, mixed occupancy dwelling, hotel, tourist home, tourist cabin court, motel, or trailer camp (as those words and terms are defined by the Township "Zoning Ordinance"), it shall be the responsibility of the owner of the property (unless otherwise agreed to between the owner and an occupant) to provide storage cans or disposable storage bags at a location on the property where the municipal solid waste generated by the occupants may be discarded and stored until it is collected.

In all other cases, it shall be the responsibility of the occupant (unless otherwise agreed to between the owner and the occupant) to provide storage cans or disposable storage bags at a location on the property where the municipal solid waste generated by the occupant may be discarded and stored until it is collected.

(e) Nothing in Subparagraphs (a), (b), (c) or (d) above shall be deemed to preclude the use of storage "dumpsters" in those cases where the collector serving the property has the equipment to lift and empty the dumpster or, to transport the dumpster from the property. However, before a dumpster is located on a property, the dumpster shall be inspected and approved, and the site for the dumpster shall be inspected and approved, by a Township officer or official. A dumpster so approved shall be kept clean and sanitary so as to prevent the emission of offensive odors, the breeding of flies or maggots or mosquitoes, and the attraction or harboring of vermin.

3.4 Prohibited Accumulation, Storage or Harboring of municipal solid waste.

No municipal solid waste shall be so accumulated prior to collection, or so stored or harbored prior to collection, that the accumulation, storage or harboring — for lack of adequate storage cans or disposable storage bags or for lack of adequate safeguards in light of the location or place where the municipal solid waste is accumulated, stored or harbored — creates a fire health or safety hazard or substantially increases the risk of fire, disease, accident or injury.

3.5 Point of Collection of municipal solid waste.

(a) Prior to the time when a scheduled collection of municipal solid waste is to be made at a property by a collector, all storage cans and disposable storage bags which contain the municipal solid waste to be collected (and all rubbish bundles permitted under Paragraph 3.3(c) and to be collected) shall, except as provided in Subparagraph (c) below, be placed or set-out by the owner or occupant of the property at an outdoor location which is

(1) at ground level with the side of the road or alley from which the collection is to be made,

and (2)(i) within 10 feet from the curb of the road or alley from which the collection is to be made, or (ii) if the collection is to be made from a road or alley which has no curb, within 10 feet from the edge of the berm or the edge of the shoulder of the road or alley.

(b) Storage cans, disposable storage bags or rubbish bundles shall not be placed or set-out in the roadway of a road or alley or on a berm or shoulder; and, shall not be placed on a sidewalk, or anywhere else, in such a manner as would obstruct pedestrian passage or obstruct the passage of persons, vehicles or property to or from the entrances or exits of a building or a driveway.

(c) As a matter of customer service and notwithstanding the provisions of Subparagraph (a) above, a collector

(i) may collect municipal solid waste from a location on the property which is not at ground level with a road or alley, or from a location on the property which is more than 10 feet from the curb, or from the edge of the berm or shoulder, of a road or alley,

or (ii) prior to the time he is scheduled to collect municipal solid waste from the property, may himself place or set-out, at the point of collection prescribed by Subparagraph (a), the municipal solid waste to be collected by him,

provided that in doing so he complies with the provisions of Subparagraph (b).

:ction 4. Use of Licensed Collectors. Licensing of Collectors.

4.1 General.

Except as provided in Section 7, it shall be unlawful for any person other than a collector licensed by the Township to collect and transport municipal solid waste from a property in the Township or, to dispose of municipal solid waste. [Cr. Paragraph 3.1]

It is the intent of this Ordinance that all persons who reside or do business in the Township and who generate and accumulate municipal solid waste in the Township shall use the services of a collector licensed by the Township to the exclusion of any other means of collection, transportation or disposal of municipal solid waste.

4.2 Except as provided in Section 7, before any person may collect and transport municipal solid waste from a property in the Township or dispose of municipal solid waste, he shall first obtain a collector's license from the Township.

4.3 The application for a collector's license shall be in such form and require the disclosure of such information as the Township may from time to time prescribe.

However, in the case of a person who intends to engage in the business of collecting and transporting municipal solid waste from properties in the Township on a regular service basis for customers, the application shall be accompanied by the following:

(a) A description of the business entity form of the applicant; the address and telephone number of the business office of the applicant; and the names and addresses of all principals, partners, directors, or the like and, the names and addresses of all managers, officers, or the like.

(b) A description of the services to be provided to customers, including a description of the basic collection service and a description of each service tier over or above the basic collection service.

(c) A statement of assurance that the basic collection service will include regular collections from a property at least three or more times per calendar month.

(d) A statement of assurance that: (i) access to the collection service will not be denied to any group of potential residential customers because of the income level of the residents of the neighborhood or other like local area in which such group resides; and (ii) no discrimination as to services, facilities, rates, billing procedures or practices, responses to customer complaints, or the like will be made among customers who subscribe to the basic collection service or among customers who subscribe to any other particular service tier.

(e) A description of the vehicles and equipment which will be used in the collection service.

(f) A description of the roads and alleys along which the applicant proposes to collect municipal solid waste from properties adjacent to the roads and alleys.

(g) A description of the rates, terms and conditions for subscribing to the applicant's collection service.

(h) The names and addresses of at least three business credit references.

(i) The name, business office address and telephone number of each municipality in which the applicant operates a collection service; and a statement of the number of years during which the applicant has operated a collection service in that municipality.

(j) A statement of assurance that: (i) the applicant will collect municipal solid waste from customers at the points of collection set forth in Paragraph 3.5 provided that the municipal solid waste is in a storage can, disposable storage bag or disposable rubbish bundle of the type set forth in Paragraph 3.3; (ii) the applicant will transport municipal solid waste in the manner set forth in Section 5; and (iii) the applicant will either discharge municipal solid waste at a transfer station approved by the Commonwealth or dispose of municipal solid waste as set forth in Section 6.

(k) A Certificate of Insurance evidencing the fact that for the period for which the license will be issued, the applicant will have in force liability insurance <u>for</u> the following hazards, liabilities or coverages and <u>for not less than</u> the following limits of liability:

(1) Workmen's Compensation Insurance	Limits of Liability
(i) Pennsylvania (pursuant to "The Pa. Workmen's Compensation Act" and "The Pa. Occupational Disease Act")	Statutory
(ii) Employer's Liability	$300,000.00 Each Accident

(2) Comprehensive General Liability Insurance

(i) covering all collection, transportation and disposal operations,

(ii) covering all premises owned, leased or used in the operations,

and (iii) including a Broad Form Liability Endorsement

Limits of Liability

Bodily Injury	
All Persons Each Occurrence	$500,000.00
Property Damage	
Each Occurrence	$500,000.00
Aggregate	$500,000.00
OR, In the alternative, Bodily Injury and Property Damage combined	
Each Occurrence	$750,000.00
Aggregate	$750,000.00

(3) Vehicle Liability Insurance, covering:

(i) Owned Vehicles
(ii) Hired Vehicles
(iii) Non-Owned Vehicles

Limits of Liability

Bodily Injury	
Each Person (each accident)	$250,000.00
(All persons) Each Accident	$500,000.00
Property Damage	
Each Accident	$250,000.00
OR, In the alternative, Bodily Injury and Property Damage combined	
Each Accident	$500,000.00

The Certificate of Insurance shall contain a provision substantially to the effect that should any coverage afforded under a policy shown in the Certificate be cancelled before the expiration date of the coverage or the policy, the Insurer shall endeavor to give the Township at least 10 days prior written notice of the effective date of the cancellation.

4.4 Nothing in Paragraph 4.3 shall be deemed to preclude the Township from requiring that an applicant for a collector's license provide such additional information as the Township may deem reasonably necessary or appropriate in order to consider the application submitted by the applicant.

In the case of an applicant who intends to engage in the business of collecting and transporting municipal solid waste from properties in the Township on a regular service basis for customers, nothing in Paragraph 4.3 shall be deemed to preclude the Township from making an independent investigation of the applicant's financial, legal, and technical ability to provide the services described in the application.

4.5 Review of Application for Collector's License. Disapproval of Application, or Approval of Application and Issuance of License.

(a) Within 60 days after the date on which an application for a collector's license was filed with the Township, the Township shall review the application and all accompanying documents which are part of the application; and, either approve or disapprove the application. If the application is approved, the Township shall issue a collector's license to the applicant. [But see, Subparagraphs (c) and (d) below]

(b) If the application is disapproved, the Township shall — within 30 days after the date on which the application was disapproved — give the applicant a brief, written explanation setting forth: the reasons why the application was disapproved and, the manner in which the matter faulted might be corrected in order that the application might be approved.

(c) In approving an application and issuing a collector's license, the Township may impose such conditions and safeguards as it may deem reasonably necessary or appropriate.

(d) A collector's license issued by the Township shall be a nonexclusive license; and shall be deemed to be but evidence by the Township that the licensee has been approved by the Township to collect and transport municipal solid waste from a property in the Township, or to dispose of municipal solid waste, provided that the licensee does so in accordance with the provisions and intent of this Ordinance and in accordance with any conditions and safeguards imposed by the Township. A license shall not be deemed to give the licensee any exclusive rights, special advantages, or protection from competition.

A collector's license may not be assigned or transferred to another person without the prior written approval of the Township.

4.6 Duration of Collector's License.

(a) In the case of a licensee who is engaged in the business of collecting and transporting municipal solid waste from properties in the Township on a regular service basis for customers [Cr. Paragraph 4.3], the collector's license issued by the Township shall be issued on a calendar year basis.

(b) In all other cases, the collector's license issued by the Township shall be issued for that period of time determined by the Township to be reasonably necessary to carry out the purpose for which the license was issued. By way of example, under this Subparagraph (b), a collector's license could be issued by the Township for one day, two days, one week, or the like.

4.7 Fee for Collector's License.

The fee for a collector's license shall be that prescribed by a License Fees Schedule adopted by a Resolution of the Board of Township Supervisors. The License Fees Schedule may contain classes of licenses, but the fee for a license within any given class shall be a uniform fee for the class.

In general, the License Fees Schedule shall be based on the cost to the Township to administer and enforce this Ordinance. It is not intended that the License Fees Schedule be used as a revenue raising measure.

4.8 Revocation of License.

The Township shall have the right to revoke a collector's license in a case where: any false statement or misrepresentation of fact was made in the application, or in the documents or materials accompanying the application, on which the license was based; or the licensee fails to comply with any of the applicable provisions of this Ordinance or any conditions or safeguards imposed by the Township in connection with the issuance of the license.

4.9 Display of License.

A counterpart of the collector's license, or a license placard or the like issued by the Township, shall be conspicuously displayed on each vehicle used by the licensee to collect and transport municipal solid waste.

In the case where the collector's license was issued for the disposal of municipal solid waste in any manner other than the manner of disposal set forth in Section 6, a counterpart of the collector's license, or a license placard or the like issued by the Township, shall be posted in a conspicuous place at the site where the disposal takes place.

ion 5. Transportation of Municipal Solid Waste.

Any person transporting solid waste within the Township, irrespective of whether that solid waste is municipal solid waste and irrespective of whether the person transporting the solid waste has a collector's license issued by the Township, shall take all measures necessary

(a) to ensure that no part of the solid waste is spilled, leaked, spread, deposited, littered or scattered during its transport,

and (b) to remedy immediately the results if any part of the solid waste is spilled, leaked, spread, deposited, littered or scattered during its transport.

Section 6. Disposal of Municipal Solid Waste at Designated Disposal Facilities.

Except in the limited case where a collector's license was issued for the disposal of municipal solid waste in any manner other than the manner of disposal set forth in this Section 6 [Cr. Paragraph 4.9], all municipal solid waste collected and transported from a property in the Township, or discharged at a transfer station, shall be disposed of at those disposal facilities designated in the Solid Waste Management Plan for Mifflin County (as adopted by the Mifflin County Commissioners and by the Mifflin County Solid Waste Authority) and approved by the Commonwealth; or, in the absence of such designated and approved facilities, disposed of at another disposal facility approved by the Commonwealth. [For the power of the Township to impose the requirement that municipal solid waste be disposed of at certain designated facilities, see the Pa. "Solid Waste Management Act", 35 P.S. §6018.202(c)]

Section 7. Exceptions.

7.1 Nothing in this Ordinance shall be deemed to prohibit any person from transporting, on a nonrecurrent basis or in isolated instances, the municipal solid waste generated or accumulated on his own property to a transfer station approved by the Commonwealth or to a disposal facility approved by the Commonwealth. In such a case, no collector's license need be obtained from the Township. However, the municipal solid waste shall be transported in the manner set forth in Section 5.

7.2 Nothing in this Ordinance shall be deemed to prohibit any person from using the garbage which he generates as an ingredient to make compost which will be spread on his own land — provided that the compost is made in accordance with accepted organic gardening practices.

7.3 Nothing in this Ordinance shall be deemed to prohibit a farmer from storing and using agricultural waste and food processing waste (as those terms are defined by the Pa. "Solid Waste Management Act") for animal feed or, from storing and using manure, agricultural waste and food processing waste for fertilizer or as an ingredient to make compost.

7.4 Nothing in this Ordinance shall be deemed to supersede those provisions of Township Ordinance No. 1985-1 which, subject to certain controls and safeguards, permit a farmer to burn the normal accumulation of rubbish generated by the occupants of the farmhouse.

7.5 Exclusion. Except to the limited extent set forth in Section 5, the provisions of this Ordinance do not apply to the storage, collection, transportation or disposal of waste classified as hazardous waste or residual waste by the Pa. "Solid Waste Management Act".

Section 8. Remedies. Penalties for Violations.

8.1 If any municipal solid waste is so accumulated, stored or harbored on a property in the Township that the accumulation, storage or harboring creates

a fire, health or safety hazard or substantially increases the risk of fire, disease, accident or injury, the Township may declare the condition to be a public nuisance; give a notice and order to the owner of the property where the condition is located, or to such other person as may be responsible for the condition, to eliminate the condition within the time set forth in the notice and order; and upon failure of the owner or person to eliminate the condition within the time set forth in the notice and order, proceed itself to eliminate the condition and collect the cost of eliminating the condition, together with a penalty of 10% of that cost, by a municipal claim filed as a municipal lien or by an action in assumpsit or by including the cost and penalty as part of the sentence under Paragraph 8.2.

8.2 Any person who violates any provision of this Ordinance, or who fails to carry out or comply with a notice and order of the Township under Paragraph 8.1, shall, upon conviction of the offense, be sentenced to pay a fine of not more than $300.00 and the costs of prosecution; and upon failure to pay such fine and costs, to imprisonment for not more than 30 days.

For the purpose of the imposition of the fine and costs prescribed by this Paragraph 8.2, the word "person" when applied to partnerships, associations or firms shall mean the partners or members thereof; when applied to organizations or corporations, the officers thereof; and when applied to other entities, the officers, officials or other individuals responsible for managing the business or affairs of the entity.

8.3 Each day that a notice and order of the Township under Paragraph 8.1 is not carried out or complied with shall be deemed to constitute a new or separate offense under Paragraph 8.2 and subject in all respects to the same penalty as is provided in Paragraph 8.2; and a separate prosecution may be instituted, and a separate fine imposed, for each offense committed after the first offense.

8.4 The imposition of a penalty under Paragraph 8.2 or the entry of a notice and order by the Township under Paragraph 8.1 shall not preclude the Township or the Pa. Department of Environmental Resources (acting pursuant to the authority and powers granted the Department by the Pa. "Solid Waste Management Act") from instituting an appropriate action or proceeding to prevent an unlawful accumulation, storage, collection, transportation, or disposal of solid waste, or to restrain, correct or abate any unlawful act, conduct, activity, condition or use.

Section 9. Severability and Miscellaneous.

9.1 Severability. It is hereby declared to be the intention of the Township that the sections, paragraphs, subparagraphs, sentences, clauses and other parts of this Ordinance are severable. If any section, paragraph, subparagraph, sentence, clause or other part is declared unconstitutional, illegal or otherwise invalid by the judgment or decree of a court of competent jurisdiction, that invalidity shall not affect any of the remaining sections, paragraphs, subparagraphs, sentences, clauses and other parts of this Ordinance.

9.2 Subordination of Ordinance. This Ordinance is subordinate to, and shall be construed in light of, the Pa. "Solid Waste Management Act" [35 P.S. §6018.101 et seq.] and all rules and regulations issued by the Pa. Department of Environmental Resources pursuant to that Act.

ection 10. Effective Date. This Ordinance shall become effective on September 2, 1986.

Ordained and enacted as Ordinance No. 1986-1, this 16 day of June 1986 by the Board of Supervisors of Brown Township.

(Seal)

Attest:

Clarinda E. Paden
Township Secretary

BROWN TOWNSHIP
Mifflin County, Pennsylvania

By Eugene L. Gleik
[Vice] Chairman of the Board of Supervisors

Decatur Township

CHAPTER 18

SEWERS AND SEWAGE DISPOSAL

Part 1

Sewage Management Program

Part 2

Privies and Holding Tanks

Part 3

Permit Application, Fees and Charges; Sewage Enforcement Officer

§18-301. Procedures and Appointment of Sewage Enforcement Officer

Part 1

Sewage Management Program

§18-101. Short Title; Introduction; Purpose.

1. This Part shall be known and may be cited as a "Sewage Management Program for the Township of Decatur."

2. As mandated by the municipal codes, the Clean Streams Law (35 P.S. §691.1 to §691.1001), and the Pennsylvania Sewage Facilities Act (Act of January 24, 1966, P.L. §1535 as amended, 36 P.S. §750.1 *et seq.*, known as Act 537), municipalities have the power and the duty to provide for adequate sewage treatment facilities and for the protection of the public health by preventing the discharge of untreated or inadequately treated sewage. The Official Sewage Facilities Plan for the Township of Decatur indicates that it is necessary to formulate and implement a sewage management program to effectively prevent and abate water pollution and hazards to the public health caused by improper treatment and disposal of sewage.

3. The purpose of this Part is to provide for the inspection, maintenance and rehabilitation of onlot sewage disposal systems; to further permit the Township to intervene in situations which are public nuisances or hazards to the public health; and to establish penalties and appeal procedures necessary to the proper administration of a sewage management program.

(*Ord. 11/27/1992*, §I)

§18-102. Definitions.

ACT 537 - the Act of January 24, 1966, P.L. 1535, as amended, 35 P.S. §750.1 *et seq.*, known as the Pennsylvania Sewage Facilities Act.

AUTHORIZED AGENT - a certified Sewage Enforcement Officer, code enforcement officer, professional engineer, plumbing inspector, Township secretary or any other qualified or licensed person who is delegated by the Township to function within specified limits as the agent of the Township to carry out the provisions of this Part.

BOARD - the Board of Supervisors of the Township of Decatur, Mifflin County, Pennsylvania.

CODES ENFORCEMENT OFFICER (C.E.O.) - an individual employed by the Township to administer and enforce other ordinances in the Township.

COMMUNITY SEWAGE SYSTEM - any system, whether publicly or privately owned, for the collection of sewage from two or more lots and the treatment and/or disposal of the sewage on one or more lots or at any other site.

DEPARTMENT - the Department of Environmental Protection of the Commonwealth of Pennsylvania (DEP). [*Ord. 2*]

INDIVIDUAL SEWAGE SYSTEM - a system of piping, tanks or other facilities serving a single lot and collecting and disposing of sewage in whole or in part into the soil or into any waters of this Commonwealth.

MALFUNCTION - the condition which occurs when an onlot sewage disposal system discharges sewage onto the surface of the ground, into ground waters of this Commonwealth, into surface water of this Commonwealth, backs up into the building connected to the system or otherwise causes a nuisance hazard to the public health or pollution of ground or surface water or contamination of public or private drinking water wells. Systems shall be considered to be malfunctioning if any of the conditions noted above occur for any length of time during any period of the year.

MUNICIPALITY - the Township of Decatur, Mifflin County, Pennsylvania.

OFFICIAL SEWAGE FACILITIES PLAN - a comprehensive plan for the provision of adequate sewage disposal systems, adopted by the Township and approved by the Pennsylvania Department of Environmental Protection, as described in and required by the Pennsylvania Sewage Facilities Act. [*Ord. 2*]

ONLOT SEWAGE DISPOSAL SYSTEM - any system for disposal of sewage involving pretreatment and subsequent disposal of the clarified sewage into the soil for final treatment and disposal, including both individual sewage systems and community sewage systems.

PERSON - any individual, association, public or private corporation for profit or not for profit, partnership, firm, trust, estate, department, board, bureau or agency of the Commonwealth, political subdivision, municipality, district, authority or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. Whenever used in any subsection prescribing and imposing a penalty or imposing a fine or imprisonment, the term "person" shall include the members of an association, partnership or firm and the officers of any local agency or municipal, public or private corporation for profit or not for profit.

REHABILITATION - work done to modify, alter, repair, enlarge or replace an existing onlot disposal system.

REPLACEMENT AREA - a portion of a lot or a developed property, sized to allow the installation of a subsurface sewage disposal area, which is reserved to allow that installation in the event of the malfunction of the originally installed onlot sewage disposal system.

SEWAGE - any substance that contains any of the waste products or excrement or other discharge from the bodies of human beings or animals and any noxious or deleterious substances being harmful or inimical to the public health, or to animal or aquatic life, or to the use of water for domestic water supply or for the recreation or which constitutes pollution under the Act of June 22, 1937 (P.L. 1987, No. 394), known as the "Clean Streams Law," as amended.

SEWAGE ENFORCEMENT OFFICER (S.E.O.) - the official of the local agency who issues and reviews permit applications and conducts such investigations and inspection as are necessary to implement Act 537 and the rules and regulations promulgated thereunder.

SEWAGE MANAGEMENT PROGRAM - a comprehensive set of legal and administrative requirements encompassing the requirements of this Part and other administrative requirements adopted by the Township to effectively enforce and administer the Part.

SUBDIVISION - the division or redivision of a lot, tract or other parcel of land into two or more lots, tracts, parcels or other divisions of land, including changes in existing lot lines. The enumerating of lots shall include as a lot that portion of the original tract or tracts remaining after other lots have been subdivided therefrom.

UNPLANNED - a subdivision or sewage system that has been recorded/built, since May 15, 1972, which did not have a Sewage Facilities Planning Module properly submitted to the Department of Environmental Protection for their approval. [A.O.]

(*Ord. 11/27/1992*, §II; as amended by *Ord. 2*, 5/27/2003, §1)

§18-103. Applicability.

From the effective date of this Part, its provisions shall apply in any portion of the Township identified in the Township's Act 537 Official Sewage Facilities Plan as a sewage management district. Within such an area or areas, the provisions of this Part shall apply to all persons owning any property serviced by an onlot sewage disposal system and to all persons installing or rehabilitating onlot sewage disposal systems. If necessary, the entire Township may be identified as a sewage management district.

(*Ord. 11/27/1992*, §III)

§18-104. Permit Requirements.

1. No person shall install, construct or request bid proposals for construction or alter an individual sewage system or community sewage system or construct or request bid proposals for construction or install or occupy any building or structure for which an individual sewage system is to be installed without first obtaining a permit

indicating that the site and the plans and specifications of such system are in compliance with the provisions of the Pennsylvania Sewage Facilities Act and the standards adopted pursuant to that Act.

2. No system or structure designed to provide individual or community sewage disposal shall be covered from view until approval to cover the same has been given by the Township Sewage Enforcement Officer. If 72 hours have elapsed, excepting Sundays and holidays, since the Sewage Enforcement Officer issuing the permit received written notification of completion of construction, the applicant may cover said system or structure unless permission has been specifically refused by the Sewage Enforcement Officer.

3. The Township may require applicants for sewage permits to notify the Township's certified Sewage Enforcement Officer of the schedule for construction of the permitted onlot sewage disposal system so that inspection(s), in addition to the final inspection required by Act 537, may be scheduled and performed by the Township's certified Sewage Enforcement Officer.

4. No building or occupancy permit shall be issued by the Township or its Codes Enforcement Officer for a new building which will contain sewage generating facilities until a valid sewage permit has been obtained from the Township's certified Sewage Enforcement Officer.

5. Each individual building lot shall have one permitted onlot sewage system. Manifolding of systems shall be prohibited.

6. No building or occupancy permit shall be issued and no work shall begin on any alteration or conversion of any existing structure, if said alteration or conversion will result in the increase or potential increase in sewage flows from the structure, until the Code Enforcement Officer and the structure's owner receive from the Township's Sewage Enforcement Officer either a permit or alteration or replacement of the existing sewage disposal system or written notification that such a permit will not be required. The certified Sewage Enforcement Officer shall determine whether the proposed alteration or conversion of the structure will result in increased sewage flows.

7. Sewage permits may be issued only by a certified Sewage Enforcement Officer employed by the Township for that express purpose. The Department of Environmental Protection shall be notified by the Township as to the identity of their current employed certified Sewage Enforcement Officer. [*Ord. 2*]

(*Ord. 11/27/1992*, §IV; as amended by *Ord. 2*, 5/27/2003, §1)

§18-105. Replacement Areas.

1. Any supplements or revisions to the Township's Official Sewage Facilities Plan which are prepared pursuant to the applicable regulations of the Pennsylvania Department of Environmental Protection for subdivision or development of land within an identified sewage management district shall provide for the testing, identification and reservation of an area of each lot or developed property suitable for the installation of a replacement onlot sewage disposal system. This requirement is in addition to the testing, identification and reservation of an area for the primary sewage disposal system. [*Ord. 2*]

2. No permit shall be issued for any proposed new onlot sewage disposal system on any newly created or subdivided property in any sewage management district unless and until a replacement area is tested, approved and reserved.

(*Ord. 11/27/1992*, §V; as amended by *Ord. 2*, 5/27/2003, §1)

§18-106. Inspections.

1. Any onlot sewage disposal system may be inspected by the Township's authorized agent at any reasonable time as of the effective date of this Part.

2. The inspection may include a physical tour of the property, the taking of samples from surface water, wells, other ground water sources, the sampling of the contents of the sewage disposal system itself and/or the introduction of a traceable substance in to the interior plumbing of the structure service to ascertain the path and ultimate destination of wastewater generated in the structure.

3. The Township's authorized agent shall have the right to enter upon land for the purposes of inspections described above.

4. Initial inspections shall be initiated by the Township's authorized agent within 1 year of the effective date of this Part for the purpose of determining the type and functional status of each sewage disposal system in the sewage management district. A written report shall be furnished to the owner of each property inspected and a copy of said report shall be maintained in the Township records in such cases where malfunctions are identified.

5. A schedule of routine inspections may be established by the Township if necessary to assure the proper function of the systems in sewage management district.

6. The Township and its authorized agent shall inspect systems known to be, or alleged to be, either unplanned and/or malfunctioning. Should said inspections reveal that the system had been improperly planned and/or that the system is malfunctioning,

the Township and its authorized agent shall take action to require the replanning and/or correction of the malfunction. If the rehabilitation is not technically or financially feasible in the opinion of the authorized agent or a representative of the Pennsylvania Department of Environmental Protection, then action by the property owner to mitigate the malfunction may be. required. [*Ord. 2*]

7. There may arise geographic areas within the Township where numerous onlot sewage disposal systems are malfunctioning. A resolution of these area-wide problems may necessitate detailed planning and a municipally sponsored revision to the area's Act 537 Official Sewage Facilities Plan. When a DEP authorized Official Sewage Facilities Plan Revision has been undertaken by the Township, mandatory repair or replacement of individual malfunctioning sewage disposal systems within the study area may be delayed at the discretion of the Township, pending the outcome of the plan revision process. However, the Township may compel immediate corrective action whenever a malfunction, as determined by Township officials and the Pennsylvania DEP, represents a serious public health or environmental threat. [*Ord. 2*]

(*Ord. 11/27/1992*, §VI; as amended by *Ord. 2*, 5/27/2003, §1)

§18-107. Operation.

1. Only normal domestic wastes shall be discharged into any onlot sewage disposal system. The following shall not be discharged into the system:

   A. Industrial waste.

   B. Automobile oil and other nondomestic oil.

   C. Toxic or hazardous substances or chemicals including, but not limited to, pesticides, disinfectants, acids, paints, paint thinners, herbicides, gasoline and other solvents.

   D. Clean surface or ground water, including water from roof or cellar drains, springs, basement sump pumps and french drains.

(*Ord. 11/27/1992*, §VII)

§18-108. Maintenance.

1. Any person owning a building served by an onlot sewage disposal system which contains a septic tank must have it pumped by a qualified pumper/hauler within 1 year of the effective date of this Part. Thereafter, that person shall have the tank

pumped at least once every 3 years. Receipts from the pumper/hauler shall be submitted to the Township within the prescribed 1 year and 3 year required pumping periods.

2. The required pumping frequency may be increased or decreased at the discretion of the authorized agent if the septic tank is undersized, if solids buildup in the tank is above average, if the hydraulic load on the system increases significantly above average, if a garbage grinder is used in the buildup, if the system malfunctions or for other good cause shown. If any person can prove that their system tank had been pumped within 3 years of the 1 year anniversary of the effective date of this Part, then the Township may delay that person's initial required pumping to conform to the general 3 year frequency requirement.

3. Any person owning a property served by a septic tank shall submit, with each required pumping receipt, a written statement from the pumper/hauler or from any other qualified individual acceptable to the Township, that the baffles in the septic tank have been inspected and found to be in good working order. Any person whose septic tank baffles are determined to require repair or replacement shall first contact the Township's certified Sewage Enforcement Officer for approval of the necessary repair.

4. Any person owning a building served by an onlot sewage disposal system which contains an aerobic treatment tank shall follow the operation and maintenance recommendations of the equipment manufacturer. A copy of the manufacturer's recommendations and a copy of the service agreement shall be submitted to the Township within 6 months of the effective date of this Part. Thereafter, service receipts shall be submitted to the Township at the intervals specified by the manufacturer's recommendations. In no case may the service or pumping intervals for aerobic treatment tanks exceed those for those required for septic tanks.

5. Any person owning a building served by a cesspool or dry well shall have the system pumped according to the schedule prescribed for septic tanks. As an alternative to this scheduled pumping of the cesspool or dry well, the owner may secure a sewage permit from the certified Sewage Enforcement Officer for a septic tank to be installed preceding the cesspool or dry well. For system consisting of a cesspool or dry well preceded by an approved septic tank, only the septic tank must be pumped at the prescribed interval.

6. The Township may require additional maintenance activity as needed including, but not necessarily limited to, cleaning and unclogging of piping, servicing and the repair of mechanical equipment, leveling of distribution boxes, tanks and lines, removal of obstructing roots or trees, the diversion of surface water away from the disposal area, etc.

(*Ord. 11/27/1992*, §VIII)

pumped at least once every 3 years. Receipts from the pumper/hauler shall be submitted to the Township within the prescribed 1 year and 3 year required pumping periods.

2. The required pumping frequency may be increased or decreased at the discretion of the authorized agent if the septic tank is undersized, if solids buildup in the tank is above average, if the hydraulic load on the system increases significantly above average, if a garbage grinder is used in the buildup, if the system malfunctions or for other good cause shown. If any person can prove that their system tank had been pumped within 3 years of the 1 year anniversary of the effective date of this Part, then the Township may delay that person's initial required pumping to conform to the general 3 year frequency requirement.

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4. Any person owning a building served by an onlot sewage disposal system which contains an aerobic treatment tank shall follow the operation and maintenance recommendations of the equipment manufacturer. A copy of the manufacturer's recommendations and a copy of the service agreement shall be submitted to the Township within 6 months of the effective date of this Part. Thereafter, service receipts shall be submitted to the Township at the intervals specified by the manufacturer's recommendations. In no case may the service or pumping intervals for aerobic treatment tanks exceed those for those required for septic tanks.

5. Any person owning a building served by a cesspool or dry well shall have the system pumped according to the schedule prescribed for septic tanks. As an alternative to this scheduled pumping of the cesspool or dry well, the owner may secure a sewage permit from the certified Sewage Enforcement Officer for a septic tank to be installed preceding the cesspool or dry well. For system consisting of a cesspool or dry well preceded by an approved septic tank, only the septic tank must be pumped at the prescribed interval.

6. The Township may require additional maintenance activity as needed including, but not necessarily limited to, cleaning and unclogging of piping, servicing and the repair of mechanical equipment, leveling of distribution boxes, tanks and lines, removal of obstructing roots or trees, the diversion of surface water away from the disposal area, etc.

(*Ord. 11/27/1992*, §VIII)

7. Should none of the remedies described above prove totally effective in eliminating the malfunction of an existing onlot sewage disposal system, the property owner is not absolved of responsibility for that malfunction. The Township may require whatever action is necessary to lessen or mitigate the malfunction to the extent that it feels necessary.

(*Ord. 11/27/1992*, §IX; as amended by *Ord. 2*, 5/27/2003, §1)

§18-110. Disallowed Equipment.

1. No garbage grinder, garbage disposal unit shall be permitted to discharge into onlot sewage disposal systems.

2. Discharge of water from heat pumps shall be prohibited.

(*Ord. 11/27/1992*, §X)

§18-111. Liens.

The Township, upon written notice from the Township Sewage Enforcement Officer that an imminent health hazard exists, due to failure of a property owner to maintain, repair or replace an onlot sewage disposal system as provided under the terms of this Part, shall have the authority to perform or contract to have performed the work required by the certified Sewage Enforcement Officer. The owner shall be charged for the work performed in an amount equal to the actual cost thereof, together with all attorney's fees, out of pocket and administrative costs incurred by the Township in collecting the same and, if necessary, a lien shall be entered therefor in accordance with law.

(*Ord. 11/27/1992*, §XI)

§18-112. Disposal of Septage.

1. All septage originating within the Township sewage management district shall be disposed of at sites or facilities approved by the Pennsylvania Department of Environmental Protection. Approved sites or facilities shall include the following: septage treatment facilities, wastewater treatment plants, composting sites and approved farm lands. [*Ord. 2*]

2. Septage of pumper/haulers operating within the Township sewage management district shall operate in a manner consistent with the provisions of the Pennsylvania Solid Waste Management Act (Act 97 of 1980, 35 P.S. §§6018.101-6018.1003).

(*Ord. 11/27/1992*, §XII; as amended by *Ord. 2*, 5/27/2003, §1)

§18-113. Administration.

1. The Township shall fully utilize those powers it possesses through enabling statutes and ordinances to effect the purposes of this Part.

2. The Township shall employ qualified individuals to carry out the provisions of this Part. Those employees shall include a certified Sewage Enforcement Officer and may include a Codes Enforcement Officer, secretary, administrator or other persons as required. The Township may also contract with private qualified persons or firms as necessary to carry out the provisions of this Part.

3. All permits, records, reports, files and other written material relating to the installation, operation and maintenance and malfunction of onlot sewage disposal systems in the sewage management district shall become the property of the Township. Existing and future records shall be available for public inspection during required business hours at the official Township office. All records pertaining to sewage permits, building permits, occupancy permits and all other aspects of the Township's sewage management program shall be made available, upon request, for inspection by representatives of the Pennsylvania Department of Environmental Protection. [*Ord. 2*]

4. The Township shall establish all administrative procedures necessary to properly carry out the provisions of this Part.

5. The Township Board may establish a fee schedule, and subsequently collect fees, to cover the cost to the Township of administering this program.

(*Ord. 11/27/1992*, §XIII; as amended by *Ord. 2*, 5/27/2003, §1)

§18-114. Appeals.

1. Appeals from decisions of the Township of its authorized agents under this Part shall be made to the Township in writing within 30 days from the date of the decision in question.

2. The appellant shall te entitled to a hearing before the Board of Supervisors at its next regularly scheduled meeting, if the appeal is received at least 14 days prior to the meeting. If the appeal is received within 14 days of the next regularly scheduled meeting, the appeal shall be heard at the subsequent meeting. The Township shall thereafter affirm, modify or reverse the aforesaid decision. The hearing may be postponed for a good cause shown by the appellant or the Township. Additional evidence may be introduced at the hearing; provided, that it is submitted with the written notice of appeal.

3. A decision shall be rendered in writing within 30 days of the date of the hearing. If a decision is not rendered within 30 days, the release sought by the appellant shall be deemed granted.

(*Ord. 11/27/1992*, §XIV)

§18-115. Penalties.

Any person, firm or corporation who shall violate any provision of this Part, upon conviction thereof in an action brought before a district justice in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of not more than $1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense.

(*Ord. 11/27/1992*, §XV; as amended by *Ord. 2*, 5/27/2003, §1)

Part 2

Privies and Holding Tanks

§18-201. Purposes.

The purpose of this Part is to establish procedures for the use and maintenance of existing and new privies and existing and new holding tanks designed to receive and retain sewage, whether from residential or commercial uses, and it is hereby declared that the enactment of this Part is necessary for the protection, benefit and preservation of the health, safety and welfare of the citizens of the Township of Decatur, Mifflin County, Pennsylvania.

(*Ord. 1-1993*, 12/31/1993, §1)

§18-202. Definitions.

Unless the context specifically and clearly indicates otherwise, the meaning of the terms used in this Part shall be as follows:

AUTHORITY - the Board of Supervisors of the Township of Decatur, Mifflin County, Pennsylvania, or any Township authority created by the Township Board of Supervisors, or such other body or bodies authorized by the Board of Supervisors to administer the terms and provisions of this Part.

PRIVY - a watertight receptacle, whether permanent or temporary, which receives and retains sewage where water under pressure or piped waste water is not available and is designed and constructed to facilitate the ultimate disposal of the sewage at another site.

HOLDING TANK - a watertight receptacle, whether permanent or temporary, which receives and retains sewage conveyed by a water carrying system and is designed and constructed to facilitate the ultimate disposal of the sewage at another site.

IMPROVED PROPERTY - any property within the Township Decatur upon which there is erected a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure sewage shall or may be discharged.

OWNER - any person vested with ownership, legal or equitable, sole or partial, of any property located in the Township of Decatur.

PERSON - any individual, partnership, company, association, corporation or other group or entity.

SEWAGE - any substance that contains any of the waste products or excrement or other discharge from the bodies of human beings or animals and any noxious or deleterious substance being harmful or inimical to the public health, or to animal or aquatic life or to the use of water for domestic water supply or for recreation or any substance which constitutes pollution under the Clean Streams Law (35 P.S. §691.1 - §691.1001).

MUNICIPALITY - the Township of Decatur, Mifflin County, Pennsylvania.

(*Ord. 1-1993*, 12/31/1993, §2)

§18-203. Right and Privileges Granted.

The authority is hereby authorized and empowered to undertake within the Township the control and methods of privy use, holding tank use, sewage disposal and sewage collection and transportation thereof.

(*Ord. 1-1993*, 12/31/1993, §3)

§18-204. Rules and Regulations.

The authority is hereby authorized and empowered to adopt such rules and regulations concerning sewage as it may deem necessary from time to time to effect the purposes herein.

(*Ord. 1-1993*, 12/31/1993, §4)

§18-205. Rules and Regulations to be in Conformity with Application Law and the Authority Act 537 Plan.

All such rules and regulations adopted by the authority shall be in conformity with the provisions herein, all other ordinances of the Township, the Township's Act 537 Plan and all applicable laws and applicable rules and regulations of the administrative agencies of the Commonwealth of Pennsylvania.

(*Ord. 1-1993*, 12/31/1993, §5)

§18-206. Rates and Charges.

The authority shall have the right and power to fix charges and collect rates, assessments and other charges in he area served by its facilities at reasonable and uniform rates as authorized by applicable law.

(*Ord. 1-1993*, 12/31/1993, §6)

§18-207. Condition of Privy Use.

1. The property owner must show that site and soil suitability testing of the lot has been conducted by the Sewage Enforcement Officer and that the site meets the Title 25, Chapter 73 (Standards for Sewage Disposal Facilities) requirements for the ultimate sewage disposal by an approved onlot system if water under pressure or piped waste water becomes available to the law.

2. At such time that water under pressure becomes available, the property owner must remove the privy and replace the privy with an approved onlot system.

3. The conditions of use described in subsection (1), above, do not apply:

   A. To a privy to be used on an isolated lot which is 1 acre or larger and is not nor will not be served by water under pressure in the future.

   B. To temporary use of portable retention tanks where their use is proposed at construction sites or at the site of public gatherings and entertainment.

4. Specific conditions for use of privies shall be incorporated in the permit application and permit for the proposed use of a privy.

5. The authority is provided the opportunity to inspect the privy for proper operation, maintenance and content disposal.

(*Ord. 1-1993*, 12/31/1993, §7)

§18-208. Exclusiveness of Rights and Privileges.

1. The collection and transportation of all sewage from any improved property using a privy and/or holding tank shall be done solely by or under the direction and control of the authority, and the disposal thereof shall be made only at such site or sites as may be approved by the Department of Environmental Protection of the Commonwealth of Pennsylvania. [*Ord. 2*]

2. The authority will receive, review and retain pumping receipts from permitted holding tanks.

3. The authority will complete and retain annual inspection reports for each permitted holding tank and privy.

(*Ord. 1-1993*, 12/31/1993, §8; as amended by *Ord. 2*, 5/27/2003, §1)

§8-209. Duties of Improved Property Owner.

The owner of an improved property that utilizes either a holding tank or privy shall:

A. Maintain the privy and/or holding tank in conformance with this or any ordinance of this Township, he provisions of the Township's Act 537 Plan, the provisions of any applicable law and the rules and regulations of the authority and any administrative agency of the Commonwealth of Pennsylvania.

B. Permit only the authority or its duly authorized agents to collect, transport and dispose of the contents therein.

C. Permit the authority to enter upon lands to inspect the privy and/or holding tank for property operation, maintenance and contents disposal at such times as may be necessary to fulfill the purposes of this Part.

D. With regard to privies, to abandon the privy consistent with applicable public health and environmental standards and obtain a permit for and install an approved onlot system meeting Chapter 73 standards in the event that water under pressure or piped waste water becomes available to the property.

(*Ord. 1-1993*, 12/31/1993, §9)

§18-210. Violations.

Any person, firm or corporation who shall violate any provision of this Part, upon conviction thereof in an action brought before a district justice in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of not more than $1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense.

(*Ord. 1-1993*, 12/31/1993, §10; as amended by *Ord. 2*, 5/27/2003, §1)

§18-211. Abatement of Nuisances.

In addition to any other remedies provided in this Part, any violation hereof shall constitute a nuisance and shall be abated by the Township or the authority by either seeking mitigation of the nuisance or institution of appropriate equitable or legal relief from a court of competent jurisdiction. In the event such action by the Township or the authority is undertaken, then in addition to the penalties set forth hereinabove, the improved property owner found to be in violation shall also be held responsible for the attorneys fees, costs and all out of pocket expenses of the Township or the authority in seeking enforcement of this Part and in mitigating the nuisances.

(*Ord. 1-1993*, 12/31/1993, §11)

Part 3

Permit Application, Fees and Charges; Sewage Enforcement Officer

§18-301. Procedures and Appointment of Sewage Enforcement Officer.

1. Permit application fees and charges to sewage permit applicants shall be set forth in a sewage permit application fees and charges schedule, from time to time, by resolution of the Board of Supervisors.

2. Applications for sewage permits shall be made, in writing, upon forms as prescribed by the Department of Environmental Protection of Pennsylvania.

3. At the time of application, an applicant shall pay the deposit, as security for fees and charges actually incurred in connection with the application, as set forth in the application deposit schedule.

4. That portion of a deposit over and above actual fees and charges incurred in connection with the application shall be refunded to the applicant at the time such application is granted or denied.

5. Those fees and charges incurred in connection with an application which are over and above the deposit paid at the time of application shall be collected at the time such application is granted or denied.

6. A permit shall not be issued unless the applicant therewith pays all fees and charges in connection, in full.

7. Wm. Dan Page and Polly M. Page are hereby appointed to be the Sewage Enforcement Officers and to have all of the powers and duties as set forth in the Pennsylvania Sewage Act.

(*Res. 1-2002*, 1/7/2002)

Derry Township

ORDINANCE NO. 2009-2

AN ORDINANCE OF THE TOWNSHIP OF DERRY, MIFFLIN COUNTY, PENNSYLVANIA, IN RELATION TO THE ACCUMULATION, COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE AND CONTAINING SEVERABILITY AND REPEALER PROVISIONS.

Recitals

WHEREAS, it is necessary to establish within the Township of Derry, Mifflin County, Pennsylvania, rules and regulations in relation to the accumulation, collection and disposal of municipal solid waste; and

WHEREAS, it is the intent of this Ordinance to comply with the law and to also be in compliance with the Mifflin County Waste Management Plan as adopted and approved and as amended or supplemented from time to time.

NOW THEREFORE, incorporating the aforesaid recitals as an integral part hereof, **BE IT ORDAINED AND ENACTED AND IT IS HEREBY ORDAINED AND ENACTED**, by the Derry Township Board of Supervisors, Mifflin County, Pennsylvania, as follows:

SECTION ONE: Title. This Ordinance shall be known as and cited as the "Derry Township Municipal Solid Waste Ordinance."

SECTION TWO: Definitions. The following words and phrases when used in this Ordinance shall have, unless the context clearly indicates otherwise, the meanings given to them in this Section:

COMMERCIAL ESTABLISHMENT - any establishment engaged in a non-manufacturing or non-processing business including, but not limited to, stores, markets, office buildings, restaurants, shopping centers, and theaters.

DISPOSAL - the incineration, deposition, injection, dumping, spilling, leaking or placing of municipal waste into or on the land or water in a manner that the waste or a constituent of the waste enters the environment, is emitted into the air, or is discharged to the waters of the Commonwealth of Pennsylvania.

DISPOSAL SITE - any site, facility, location, area, or premises to be used for the disposal of municipal waste.

EXTERIOR PROPERTY - the open space on the premises and on adjoining property under the control of owners or operators of such premises.

INDUSTRIAL ESTABLISHMENT - any establishment engaged in manufacturing or processing including, but not limited to, factories, foundries, mills, processing plants, refineries, and the like.

INSTITUTIONAL ESTABLISHMENT - any establishment engaged in service to persons including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.

LEGAL HAULER – Any person engaged in the collection, storage or transportation of Municipal Waste who is licensed by the Commonwealth of Pennsylvania to the extent such is required by law or regulation and otherwise any

person lawfully engaged in the collection, storage or transportation of municipal waste.

MANAGEMENT - the entire process, or any part thereof, of storage, collection, transportation, processing, treatment, and disposal of municipal waste by any person engaging in such process.

MUNICIPALITY - the Township of Derry, Mifflin County, Pennsylvania, a Second Class Township located in the County of Mifflin, Commonwealth of Pennsylvania.

MUNICIPAL WASTE - garbage, refuse, industrial, institutional or office waste and other material, including solid, liquid, semisolid or contained gaseous material resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities; and sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility per the Pennsylvania Solid Waste Management, Act 97 of 1980, §103 (35 P.S. §6018.103), as amended.

OCCUPANT – the owner occupying any part of the premises or a tenant or renter of such premises or any part thereof.

OWNER – the legal title holder of the premises within the Township or any agency or other person employed by him/her/it to manage or maintain such premises.

PERSON - any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, Federal government or agency, State Institution and agency, or any legal entity whatsoever which is recognized by law as being subject to the rights and duties of a person.

PROCESSING - a technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for off-site reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, incinerators, recycling facilities, and resource recovery facilities.

REFUSE - the collective term applying to all garbage, rubbish, ashes, leaves, and grass trimmings from residential, municipal, commercial, or institutional premises.

REGULAR- at least three (3) or more times per month.

SOLID WASTE - any waste including, but not limited to, municipal, residual, or hazardous wastes, including solid, liquid, semi-solid or contained gaseous materials per the Pennsylvania Solid Waste Management, Act 97 of 1980, §103 (35 P.S. §6018.103), as amended.

STORAGE - the containment of any municipal waste on a temporary basis in such a manner as not to constitute disposal of such waste, and it shall be presumed that the containment of any municipal waste in excess of one (1) year constitutes disposal.

TRANSPORTATION - the off-site removal of any municipal waste generated or present at any time from the Township of Derry, said Municipality being located in Mifflin County, Pennsylvania.

SECTION THREE: STORAGE OF MUNICIPAL WASTE.

[A] General. It shall be the duty of every owner of property and every person occupying any dwelling unit, premises or place of business within the Municipality where municipal waste is produced and is accumulated, by his own expense and cost to provide and keep at all times, a sufficient number of containers to hold all municipal waste which may accumulate during the intervals between collection of such municipal waste by a Legal Hauler.

[B] Storage on Residential Properties.

1. Containers. All municipal waste accumulated by owners of each residential property and/or the occupants of residential properties shall be placed in containers for collection by a Legal Hauler. The containers shall be durable, water tight, and made of metal or plastic. Securely tied plastic bags may be used in cases where such bags can be used without being torn open by domestic or wild animals. The size of each such container shall not exceed a thirty-two (32) gallon capacity. However, large containers designed for use with special hoisting equipment may be used if the collector serving the residence uses collection vehicles with special hoisting equipment.

2. Location of Containers. Each municipal waste container shall be located or shall be placed on the day of collection so as to be accessible to the collector at ground level and at a point on the curb line of the street, or within no less than ten (10) feet of the public street or alley from which collection from a vehicle can be made pursuant to a previously announced route of collection, notification of which has been given by the collector. Failure to place containers at such locations may result in discontinuance of service.

[C] Storage on Commercial, Institutional and Industrial Properties.

1. Containers. Storage of municipal waste on commercial, institutional and industrial properties shall be done in the same type of containers as are required for residential properties except that containers larger than thirty-two (32) gallons may be used, where needed, to accommodate larger volumes of municipal waste. Such containers shall be kept in good working order.

2. Location of Containers. Containers for collection at commercial, institutional and industrial properties shall be located on such premises at a place which shall not interfere with public or private sidewalks, driveways, roads, streets, highways or entrances and exits of public or private buildings.

SECTION FOUR: Legal Haulers.

[A] Removal by Legal Haulers.

Every owner in the Municipality shall contract with an individual, entity or firm which is a Legal Hauler to have all the municipal waste generated on the premises by any of the occupants of the premises removed and deposited in a PA DEP (Pennsylvania Department of Environmental Protection) Permitted Facility on a regular basis. As used herein, the term "regular" is to be interpreted as at least three (3) times every month.

[B] Proof of Contract Required.

Whenever requested by the Municipality, the owner of any real estate within the Municipality shall present proof adequate in the judgment of the designee or agent of the Municipality that the owner of said real estate has a current contract with a Legal Hauler to dispose of municipal waste generated on the premises on a regular basis. The owner of the premises shall have 72 hours to provide proof to the Municipality that he has a current contract with a Legal Hauler to provide sufficient service to satisfy the terms and conditions of this article.

[C] Duties of Haulers.

Any hauler picking up municipal waste in the Municipality is to advise the Municipality in writing within 72 hours after request from the Municipality as to whether an owner has a current contract for municipal waste disposal from his premises within the Municipality. Furthermore, all Legal Haulers shall cooperate with the Municipality or its designee in providing information in the event that an action is instituted to enforce the terms and conditions of this subsection.

[D] Self Hauling.

In no case shall residents of the Municipality be restricted from delivering or hauling their own Municipal Waste to a PA DEP (Pennsylvania Department of Environmental Protection) Permitted Facility.

SECTION FIVE: Transportation of Solid Waste.

[A] Prevention of Spillage. Any person transporting solid waste within the Municipality shall prevent or remedy any spillage from vehicles or containers used in the transport of such solid waste.

[B] Exclusions.

1. Individuals Not Engaged in Collection. Nothing contained herein shall be deemed to prohibit any residential property occupant not regularly engaged in the business of collecting municipal waste from hauling his own municipal waste on an irregular and unscheduled basis to a State-permitted disposal facility.

2. Farming Activities. Nothing contained herein shall prohibit a farmer from carrying out the normal activities of his farming operation, including composting and spreading of manure or other farm-produced agricultural waste.

3. Hazardous and Residual Waste. The provisions of this Ordinance do not apply to anything but the storage, collection, transportation, and disposal of municipal waste and do not apply, therefore, to hazardous or residual waste as defined by the Pennsylvania Solid Waste Management Act.

SECTION SIX: Penalty. Any person, firm or corporation who shall violate any provision of this Ordinance shall, upon conviction thereof, be sentenced to pay a fine of not more than one thousand ($1,000.00) dollars plus costs and, in default of payment of said fine

and costs, to a term of imprisonment not to exceed thirty (30) days. Each day that a violation of this Ordinance continues shall constitute a separate offense.

SECTION SEVEN: Additional Remedies. In addition to the foregoing penalty, the Township Secretary or Manager or any other person authorized by the Municipality, may require the owner or occupant of a property to remove any accumulation of solid waste and should said person fail to remove such solid waste after ten (10) days following written notice, it shall constitute a public nuisance and the Township may cause the solid waste to be collected and disposed of with the cost and expense for such actions to be charged to the owner and/or occupant of the property and collected therefrom in a manner provided by law including, but not limited to, the entering of a municipal claim or lien against the land affected as provided by law.

SECTION EIGHT: Abatement. The imposition of the penalties herein prescribed shall not preclude the Municipality from instituting appropriate actions or proceedings in equity or otherwise to prevent the violation of this Ordinance, to restrain, correct or abate any such violation, or to prevent any act, conduct, business or activity constituting a violation.

SECTION NINE: Severability. If any sentence, clause or section or any 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 Township Supervisors of the Township of Derry, Mifflin County, Pennsylvania, that this Ordinance would have been adopted if such unconstitutional, illegal and invalid sentence, clause, section or part thereof had not been included therein.

SECTION TEN: Repealer. Any Ordinance or part of any Ordinance or Resolution or part of any Resolution or Motion or part of any Motion conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance or is inconsistent with this Ordinance, specifically including Township Ordinance No. 1974-2, as amended.

SECTION ELEVEN: Effective date. This Ordinance shall be effective five (5) days after adoption.

ORDAINED AND ENACTED, by the Derry Township Board of Supervisors, Mifflin County, Pennsylvania, this 19th day of January, 2009.

TOWNSHIP OF DERRY,
Mifflin County, Pennsylvania

Attest:

Margaret M Stewart
Secretary
(SEAL)

Chairman
Board of Supervisors

Supervisor

Donald R Wantz II
Supervisor

ORDINANCE NO. 2000 - 3

AN ORDINANCE OF THE TOWNSHIP OF DERRY, MIFFLIN COUNTY, PENNSYLVANIA, GOVERNING MUNICIPAL MANAGEMENT OF ON-LOT SUBSURFACE SEWAGE DISPOSAL FACILITIES IN DERRY TOWNSHIP, MIFFLIN COUNTY

BE IT ORDAINED by the Board of Supervisors of Derry Township, Mifflin County, Pennsylvania, as follows:

SECTION I. SHORT TITLE; INTRODUCTION; PURPOSE

A. This ordinance shall be known and may be cited as Sewage Management Program for Derry Township.

B. As mandated by the municipal codes, the Clean Streams Law (35 P.S. 691.1 to 691.1001), and the Pennsylvania Sewage Facilities Act (Act of January 24, 1966, P.L. 1535 as amended, 36 P.S. 750.1 et. seq., known as Act 537), municipalities have the power and the duty to provide for adequate sewage treatment facilities and for the protection of the public health by preventing the discharge of untreated or inadequately treated sewage. The Official Sewage Facilities Plan for Derry Township indicates that it is necessary to formulate and implement a sewage management program to effectively prevent and abate water pollution and hazards to the public health by improper treatment and disposal of sewage.

C. Septic tanks, subsurface waste disposal systems, and/or alternative systems may be used as a means of sanitary waste disposal in Derry Township. These systems are an adequate and beneficial system of domestic waste disposal if properly installed, operated, and maintained, and are an economically feasible alternative to costly sanitary sewer systems. However, they may constitute a problem in the Township because of the following reasons: (1) Poor site evaluation, (2) Inadequate design, (3) Poor construction,

(4) Hydraulic overloading, and (5) Lack of maintenance which may result in the following: (1) Ground and surface water pollution, (2) Foul odors, (3) Well contamination, etc., (4) Nuisance problems, and (5) Hazards to public health.

D. The purpose of this ordinance is to provide for the inspection, maintenance and rehabilitation of on-lot sewage disposal systems; to further permit the municipality to intervene in situations which are public nuisances or hazards to the public health; and to establish penalties and appeal procedures necessary to the proper administration of a sewage management program. This program shall be administered by the Board of Supervisors.

SECTION II. DEFINITIONS

A. Act 537: The Act of January 24, 1966, P.L. 1535 as amended, 35 P.S. 750.1 et. seq. known as the Pennsylvania Sewage Facilities Act.

B. Alteration: The repair, modification or replacement of any component of a subsurface waste disposal system and/or alternative system.

C. Alternative System: A system for the disposal of domestic wastewater not operating below ground level, but located on or near the site of the building or buildings being served. (e.g. Composting toilets, grey water recycle systems, incinerating toilets, spray irrigation and black water recycle systems, etc.)

D. Authority: The Derry Township Sanitary Sewer Authority.

E. Authorized Agent: A certified sewage enforcement officer, code enforcement officer, professional engineer, plumbing inspector, municipal secretary or any other qualified or licensed person who is delegated by the municipality to function within specified limits as the agent of the municipality to carry out the provisions of this ordinance.

F. Board: The Board of Supervisors of Derry Township, Mifflin County, Pennsylvania.

G. Codes Enforcement Officer (C.E.O.): An individual employed by the municipality to administer and enforce other ordinances in the municipality.

H. Community Sewage System: Any system, whether publicly or privately owned, for the collection of sewage from two or more lots, and the treatment and/or disposal of the sewage on one or more lots or at any other site.

I. Department: The Department of Environmental Protection of the Commonwealth of Pennsylvania (D.E.P.).

J. Individual Sewage System: A system of piping, tanks or other facilities serving a single lot and collecting and disposing of sewage in whole or in part into the soil or into any waters of this Commonwealth.

K. Malfunction: The condition which occurs when an on-lot sewage disposal system discharges sewage onto the surface of the ground, into ground waters of this Commonwealth, into surface water of this Commonwealth, backs up into the building connected to the system or otherwise causes a nuisance, hazard to the public health or pollution of ground or surface water or contamination of public or private drinking water wells. Systems shall be considered to be malfunctioning if any of the conditions noted above occur for any length of time during any period of the year.

L. Municipality: Derry Township, Mifflin County, Pennsylvania.

M. Official Sewage Facilities Plan: A comprehensive plan for the provision of adequate sewage disposal systems, adopted by the municipality and approved by the Pennsylvania Department of Environmental Protection, as described in and required by the Pennsylvania Sewage Facilities Act.

N. On-lot Sewage Disposal System: Any system for disposal of sewage involving pretreatment and subsequent disposal of the clarified sewage into the soil for final treatment and disposal; including both individual sewage systems and community sewage systems.

O. Person: Any individual, association, public or private corporation for profit or not for profit, partnership, firm, trust, estate, department, board, bureau or agency of the Commonwealth, political subdivision, municipality, district, authority, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. Whenever used in any clause prescribing and imposing a penalty or imposing a fine or imprisonment, the term person shall include the members of an association, partnership or firm and the officers of any local agency or municipal, public or private corporation for profit or not for profit.

P. Rehabilitation: Work done to modify, alter, repair, enlarge or replace an existing on-lot disposal system.

Q. Replacement Area: A portion of a lot or a developed property, sized to allow the installation of a subsurface sewage disposal area, which is reserved to allow that installation in the event of the malfunction of the originally installed on-lot sewage disposal system.

R. Sewage: Any substance that contains any of the waste products or excrement or other discharge from the bodies of human beings or animals and any noxious or deleterious substance being harmful or inimical to the public health, or to animal or aquatic life, or to the use of water for domestic water supply or for recreation or which constitutes pollution under the Act of June 22, 1937 (P.L. 1987, No. 394), known as "The Clean Streams Law", as amended.

S. Sewage Enforcement Officer (S.E.O.): The official of the local agency who issues and reviews permit applications and conducts such investigations and inspections as are necessary to implement Act 537 and the rules and regulations promulgated thereunder.

T. Sewage Management District: Any area or areas of a municipality for which a sewage management program is recommended by the municipality's adopted Act 537 Official Sewage Facilities Plan.

U. Sewage Management Program: A comprehensive set of legal and administrative requirements encompassing the requirements of this ordinance and other administrative requirements adopted by the municipality to effectively enforce and administer the ordinance.

V. Subdivision: The division or redivision of a lot, tract or other parcel of land into two or more lots, tracts, parcels or other divisions of land, including changes in existing lot lines. The enumerating of lots shall include as a lot that portion of the original tract or tracts remaining after other lots have been subdivided therefrom.

W. Subsurface Waste Disposal System: A system for the disposal of domestic wastewaters operating below ground level and located on or near the site of the building or buildings being served by the system (e.g. Septic tank or aerobic unit with discharge effluent flowing to drainage field, sand mound or an evapo-transpiration bed.).

X. Unplanned: A subdivision or sewage system that has been recorded/built since May 15, 1972, which did not have a Sewage Facilities Planning Module properly submitted to the Department of Environmental Protection for their approval.

SECTION III. APPLICABILITY

A. From the effective date of this ordinance, its provisions shall apply in any portion of the municipality identified in the municipality's Act 537 Official Sewage Facilities Plan as a sewage management district. Within such an area or areas, the provisions of this ordinance shall apply to all persons owning any property serviced by an on-lot sewage disposal system and to all persons installing or rehabilitating on-lot sewage disposal systems.

SECTION IV. PERMIT REQUIREMENTS

A. No person shall install, construct or request bid proposals for construction or alter an individual sewage system or community sewage system or construct or request bid proposals for construction or install or occupy any building or structure for which an individual sewage system is to be installed without first obtaining a sewage permit indicating that the site and the plans and specifications of such system are in compliance with the provisions of the Pennsylvania Sewage Facilities Act and all standards adopted pursuant to that Act.

B. No system or structure designed to provide individual or community sewage disposal shall be covered from view until approval to cover the same has been given by the municipal sewage enforcement officer. If 72 hours have elapsed, excepting Sundays and holidays, since the sewage enforcement officer issuing the permit received written notification of completion of construction, the applicant may cover said system or structure unless permission has been specifically refused by the sewage enforcement officer.

C. The municipality may require applicants for sewage permits to notify the municipality's certified sewage enforcement officer of the schedule for construction of the

permitted on-lot sewage disposal system so that inspection(s) in addition to the final inspection required by Act 537 may be scheduled and performed by the municipality's certified sewage enforcement officer.

D. No building or occupancy permit shall be issued by the municipality or its codes enforcement officer for a new building which will contain sewage generating facilities until a valid sewage permit has been obtained from the municipality's certified sewage enforcement officer.

E. No building or occupancy permit shall be issued and no work shall begin on any alteration or conversion of any existing structure, if said alteration or conversion will result in the increase or potential increase in sewage flows from the structure, until the municipality's code enforcement officer and the structure's owner receive from the municipality's sewage enforcement officer either a permit for alteration or replacement of the existing sewage disposal system or written notification that such a permit will not be required. The certified sewage enforcement officer shall determine whether the proposed alteration or conversion of the structure will result in increased sewage flows.

F. Sewage permits may be issued only by a certified sewage enforcement officer employed by the municipality for that express purpose. The Department of Environmental Protection shall be notified by the municipality as to the identity of their current employed certified sewage enforcement officer.

G. Sewage permits may not be issued until an Act 537 planning module has been prepared for the site and approved by DEP.

H. Final approval under Act 247 of subdivisions served by on-lot sewage disposal may not be given until Act 537 approval is received from DEP.

SECTION V. REPLACEMENT AREAS

A. Any supplements or revisions to the municipality's Official Sewage Facilities Plan which are prepared pursuant to the applicable regulations of the Pennsylvania Department of Environmental Protection for subdivision or development of land within an identified sewage management district shall provide for the testing, identification and reservation of an area of each lot or developed property suitable for the installation of a replacement on-lot sewage disposal system. This requirement is in addition to the testing, identification and reservation of an area for the primary sewage disposal system.

B. No permit shall be issued for any proposed new on-lot sewage disposal system on any newly created or subdivided property in any sewage management district unless and until a replacement area is tested, identified and reserved.

SECTION VI. INSPECTIONS

A. Any on-lot sewage disposal system may be inspected by the municipality's authorized agent at any reasonable time as of the effective date of this ordinance.

B. The inspection may include a physical tour of the property, the taking of samples from soils, surface water, wells, other ground water sources, the sampling of the contents of the sewage disposal system itself and/or the introduction of a traceable substance into the interior plumbing of the structure service to ascertain the path and ultimate destination of wastewater generated in the structure.

C. The municipality's authorized agent shall have the right to enter upon land for the purposes of inspections described above.

D. Initial inspections shall be initiated by the municipality's authorized agent within one year of the effective date of this ordinance for the purpose of determining the

type and functional status of each sewage disposal system in the sewage management district. A written report shall be furnished to the owner of each property inspected and a copy of said report shall be maintained in the municipal records in such cases where malfunctions are identified.

E. Regular inspections shall be carried out every four (4) years thereafter in conjunction with the maintenance prescribed in Section VIII. These inspections shall be performed by a licensed pumper/hauler or other authorized agent of the municipality.

F. The municipality and its authorized agent shall inspect systems known to be, or alleged to be, either unplanned and/or malfunctioning. Should said inspections reveal that the system had been improperly planned and/or that the system is malfunctioning, the municipality and its authorized agent shall take action to require the replanning and/or correction of the malfunction. If the rehabilitation is not technically or financially feasible in the opinion of the authorized agent or a representative of the Pennsylvania Department of Environmental Protection, then action by the property owner to mitigate the malfunction may be required.

G. There may arise geographic areas within the municipality where numerous on-lot sewage disposal systems are malfunctioning. A resolution of these area-wide problems may necessitate detailed planning and a municipally sponsored revision to the area's Act 537 Official Sewage Facilities Plan. When a DEP authorized Official Sewage Facilities Plan Revision has been undertaken by the municipality, mandatory repair or replacement of individual malfunctioning sewage disposal systems within the study area may be delayed at the discretion of the municipality, pending the outcome of the plan revision process. However, the municipality may compel immediate corrective action whenever a malfunction, as determined by municipal officials and the Pennsylvania DEP, represents a serious public health or environmental threat.

SECTION VII. OPERATION

A. Only normal domestic wastes shall be discharged into any on-lot sewage disposal system. The following shall not be discharged into the system:

1. Industrial waste.
2. Automobile oil and other non-domestic oil.
3. Toxic or hazardous substances or chemicals, including but not limited to, pesticides, disinfectants, acids, paints, paint thinners, herbicides, gasoline and other solvents.
4. Clean surface or ground water, including water from roof or cellar drains, springs, basement sump pumps and french drains.

SECTION VIII. MAINTENANCE

A. Any person owning a building served by an on-lot sewage disposal system which contains a septic tank shall have the tank pumped by a licensed qualified pumper/hauler within twelve months of the effective date of this ordinance. Thereafter that person shall have the tank pumped at least once every four years. The pumper/hauler shall submit a signed receipt to the sanitary sewer authority within the prescribed twelve month and four year required pumping periods. This receipt shall contain the following information:

- date of pumping;
- name and address of system owner;
- address of tank's location, if different from owner's;
- description and diagram of the location of the tank, including the location of any markers, risers, and access hatches;
- size of the tank;

- age of the system;
- last date of pump out;
- list of other maintenance performed;
- any indications of system malfunction observed;
- amount of septage or other solid or semi-solid material removed;
- cost of pumping service;
- waste hauler's state license number permitting it to collect and haul septage in the State of Pennsylvania;
- list of recommendations.

The receipt shall be signed by the system owner certifying that the septage does not contain any of the prohibited substances listed in Section VII.

The receipt shall be submitted to the Sanitary Sewer Authority to serve as proof of compliance with the pump out requirements of Section VII. A copy shall be retained by the system owner and a copy shall be submitted to the site or facility accepting the septage for disposal.

B. The required pumping frequency may be increased or decreased at the discretion of the authorized agent if the septic tank is undersized, if solids buildup in the tank is above average, if the hydraulic load on the system increases significantly above average, if a garbage grinder is used in the buildup, if the system malfunctions or for other good cause shown. If any person can prove that their system tank had been pumped within four years of the one year anniversary of the effective date of this ordinance, then the municipality may delay that person's initial required pumping to conform to the general four year frequency requirement.

C. Any person owning a property served by a septic tank shall submit, in conjunction with each required pumping receipt described above, a written statement,

from the pumper/hauler or from any other qualified individual acceptable to the municipality, that the baffles in the septic tank have been inspected and found to be in good working order. Any person whose septic tank baffles are determined to require repair or replacement shall first contact the municipality's certified sewage enforcement officer for approval of the necessary repair.

D. Any person owning a building served by an on-lot sewage disposal system which contains an aerobic treatment tank shall follow the operation and maintenance recommendations of the equipment manufacturer. A copy of the manufacturer's recommendations and a copy of the service agreement shall be submitted to the municipality within six months of the effective date of this ordinance. Thereafter, service receipts shall be submitted to the municipality at the intervals specified by the manufacturer's recommendations. In no case may the service or pumping intervals for aerobic treatment tanks exceed those required for septic tanks.

E. Any person owning a building serviced by a cesspool or dry well shall have the system pumped according to the schedule prescribed for septic tanks. As an alternative to this scheduled pumping of the cesspool or dry well, the owner may secure a sewage permit from the certified sewage enforcement officer for a septic tank to be installed preceding the cesspool or dry well. For systems consisting of a cesspool or dry well preceded by an approved septic tank, only the septic tank must be pumped at the prescribed interval.

F. The municipality may require additional maintenance activity as needed including, but not necessarily limited to, cleaning and unclogging of piping, servicing and the repair of mechanical equipment, leveling of distribution boxes, tanks and lines, removal of obstructing roots or trees, the diversion of surface water away from the disposal area, etc.

G. Any system which contains two disposal fields shall alternate the use of those fields every six (6) months in order to allow the other field to "rest" and rejuvenate its disposal capability.

SECTION IX. SYSTEM REHABILITATION

A. No person shall operate and maintain an on-lot sewage disposal system in such a manner that it malfunctions. All liquid wastes, including kitchen and laundry wastes and water softener backwash, shall be discharged to a treatment tank. No sewage system shall discharge untreated or partially treated sewage to the surface of the ground or into the waters of the Commonwealth unless a permit to discharge has been obtained from the Pennsylvania Department of Environmental Protection.

B. The municipality shall issue a written notice of violation to any person who is the owner of a property in the municipality which is found to be serviced by a malfunctioning on-lot sewage disposal system or which is discharging raw or partially treated sewage without a permit. Repairs and/or relocation of malfunctioning systems shall be completed within sixty (60) days after official notification by the municipality.

C. Within seven (7) days of notification by the municipality that a malfunction has been identified, the property owner shall make application to the municipality's certified sewage enforcement officer for a permit to repair or replace the malfunctioning system. Within thirty (30) days of initial notification by the municipality, construction of the permitted repair or replacement shall commence. Within sixty (60) days of the original notification by the municipality, the construction shall be completed unless seasonal or unique conditions mandate a longer period, in which case the municipality shall set an extended completion date.

D. The municipality's certified sewage enforcement officer shall have the authority to require the repair of any malfunction by the following methods: cleaning, repair or replacement of components of the existing system, adding capacity or otherwise altering or replacing the system's treatment tank, expanding the existing disposal area, replacing a gravity distribution system with a pressurized system, replacing the system with a holding tank, other alternatives as appropriate for the specific site.

E. Low flow shower heads, faucets and toilets shall be required in conjunction with all newly constructed buildings to be served by on-lot sewage systems.

F. In the event that the rehabilitation measures in A through E are not feasible or do not prove effective, the municipality may require the owner to apply to the Pennsylvania Department of Environmental Protection for a permit to install an individual spray irrigation treatment system or a single residence treatment and discharge system. Upon receipt of said permit the owner shall complete construction of the system within ninety (90) days.

G. Should none of the remedies described above prove totally effective in eliminating the malfunction of an existing on-lot sewage disposal system, the property owner is not absolved of responsibility for that malfunction. The municipality may require whatever action is necessary to lessen or mitigate the malfunction to the extent that it feels necessary.

SECTION X. DISALLOWED EQUIPMENT

A. No garbage grinder or garbage disposal unit shall be permitted to discharge into on-lot sewage disposal systems.

B. Discharge of water from heat pumps to on-lot disposal systems shall be prohibited.

SECTION XI. LIENS

A. The municipality, upon written notice from the municipal sewage enforcement officer that an imminent health hazard exists due to failure of a property owner to maintain, repair or replace an on-lot sewage disposal system as provided under the terms of this ordinance, shall have the authority to perform or contract to have performed, the work required by the certified sewage enforcement officer. The owner shall be charged for the work performed in an amount equal to the actual cost thereof together with all attorney's fees, out of pocket and administrative costs incurred by the Township in collecting the same and, if necessary, a lien shall be entered therefor in accordance with law.

SECTION XII. DISPOSAL OF SEPTAGE

A. All septage originating within the municipal sewage management district shall be disposed of at sites or facilities approved by the Pennsylvania Department of Environmental Protection. Approved sites or facilities shall include the following: septage treatment facilities, wastewater treatment plants, composting sites, and approved farm lands.

B. Septage of pumpers/haulers operating within the municipal sewage management district shall operate in a manner consistent with the provisions of the Pennsylvania Solid Waste Management Act (Act 97 of 1980, 35 P.S. 6018.101 - 6018.1003).

SECTION XIII. ADMINISTRATION

A. The municipality shall fully utilize those powers it possesses through enabling statutes and ordinances to effect the purposes of this ordinance.

B. The municipality shall employ qualified individuals to carry out the provisions of this ordinance. Those employees shall include a certified sewage enforcement officer and may include a codes enforcement officer, secretary, administrator or other persons as required. The municipality may also contract with private qualified persons or firms as necessary to carry out the provisions of this ordinance.

C. All permits, records, reports, files and other written material relating to the installation, operation and maintenance and malfunction of on-lot sewage disposal systems in the sewage management district shall become the property of the municipality. Existing and future records shall be available for public inspection during required business hours at the official municipal office. All records pertaining to sewage permits, building permits, occupancy permits and all other aspects of the municipality's sewage management program shall be made available, upon request, for inspection by representatives of the Pennsylvania Department of Environmental Protection.

D. The municipality shall establish all administrative procedures necessary to properly carry out the provisions of this ordinance.

E. The Township Board may establish a fee schedule, and subsequently collect fees, to cover the cost to the municipality of administering this program.

SECTION XIV. APPEALS

A. Appeals from decisions of the municipality or its authorized agents under this ordinance shall be made to the municipality in writing within thirty (30) days from the date of the decision in question.

B. The appellant shall be entitled to a hearing before the Board of Supervisors at its next regularly scheduled meeting, if the appeal is received at least fourteen (14) days prior to the meeting. If the appeal is received within fourteen (14) days of the next regularly scheduled meeting, the appeal shall be heard at the subsequent meeting. The municipality shall thereafter affirm, modify, or reverse the aforesaid decision. The hearing may be postponed for a good cause shown by the appellant or the municipality. Additional evidence may be introduced at the hearing provided that it is submitted with the written notice of appeal.

C. A decision shall be rendered in writing within thirty (30) days of the date of the hearing. If a decision is not rendered within thirty (30) days, the release sought by the appellant shall be deemed granted.

SECTION XV. PENALTIES

A. Any person failing to comply with any provisions for this ordinance may be subject to a fine of not less than one hundred ($100.00) dollars and costs, and not more than three hundred ($300.00) dollars and costs, or in default thereof may be confined in the county jail for a period of not more than thirty (30) days. Each day of noncompliance shall constitute a separate offense.

SECTION XVI. REPEALER

A. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION XVII. SEVERABILITY

A. If any section or clause of this ordinance shall be adjudged invalid, such adjudication shall not affect the validity of the remaining provisions which shall be deemed severable therefrom.

ORDAINED AND ENACTED this 20th day of March, 2000.

BOARD OF SUPERVISORS OF DERRY TOWNSHIP

By _____
Chairman

By _____

By _____

ATTEST:

_____
Margaret M. Stewart

Granville Township

Part 12
Management of On-Lot Subsurface Sewage Disposal Facilities

1201. Purpose

A. Short Title: 2007 On Lot Sewage Ordinance of Granville Township.

B. In accordance with municipal codes, and Clean Streams Law (Act of June 27, 1937, P.L. 1987, No. 394 as amended, 35 P.S. §§691.1 to 691.10010, and the Pennsylvania Sewage Facilities Act (Act of January 24, 1966, P.L. 1535 as amended, 35 P.S.§750.01 et seq. known as Act 537), it is the power and the duty of Granville Township to provide for adequate sewage treatment facilities and for the protection of the public health by preventing the discharge of untreated or inadequately treated sewage. The Act 537 Sewage Facilities Plan for Granville Township indicates that it is necessary to formulate and implement a sewage management program to effectively prevent and abate water pollution and hazards to the public health caused by improper treatment and disposal of sewage.

C. The purpose of this ordinance is to provide for the regulation, inspection, maintenance and rehabilitation of on lot sewage disposal systems; to further permit intervention in situations which may constitute a public nuisance or hazard to the public health; and to establish penalties and appeal procedures necessary for the proper administration of a sewage management program. (Ord. 2007-6, 11/05/07)

1202. Definitions

A. "Authorized Agent" shall mean a sewage enforcement officer, employee of the Township, professional engineer, plumbing inspector, or any other qualified or licensed person who is authorized to function within specified limits as an agent of the Township to administer or enforce the provisions of this ordinance.

B. "Board" shall mean the Board of Supervisors, Granville Township, Mifflin County, Pennsylvania.

C. "Community Sewage System" shall mean any system, whether publicly or privately owned, for the collection of sewage from two or more lots, and the treatment and/or disposal of the sewage on one or more lots or at any other site.

D. "Department" shall mean the Department of Environmental Protection of the Commonwealth of Pennsylvania (DEP).

E. "Individual Sewage System" shall mean a system of piping, tanks or other facilities serving a single lot and collecting and disposing of sewage in whole or in part into the soil or into any waters of this Commonwealth.

F. "Malfunction" shall mean a condition which occurs when an on lot sewage disposal system discharges untreated sewage onto the surface of the ground, into ground waters of this Commonwealth, into surface waters of this Commonwealth, backs up into a building connected to the system or in any manner causes a nuisance or hazard to the public health or pollution of ground or surface water or contamination of public or private drinking water wells. Systems shall be considered to be malfunctioning if any condition noted above occurs for any length of time during any period of the year.

G. "Official Sewage Facilities Plan" shall mean a comprehensive plan for the provisions of adequate sewage disposal systems, adopted by the Board and approved by the Pennsylvania Department of Environmental Protection, pursuant to the Pennsylvania Sewage Facilities Act.

H. "On lot Sewage Disposal System" shall mean any system for disposal of domestic sewage into a subsurface soil absorption area or retaining tank; this term includes both individual sewage systems and community sewage systems, and outhouses.

I. "Person" shall mean any individual, association, public or private corporation for profit or not for profit, partnership, firm, trust, estate, department, board, bureau or agency of the Commonwealth, political subdivision, municipality, district, authority, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. Whenever used in any clause prescribing and imposing a penalty or imposing a fine or imprisonment, the term person shall include the members of an association, partnership or firm and the officers of any local agency or municipal, public or private corporation for profit or not for profit.

J. "Rehabilitation" shall mean work done to modify, alter, repair, enlarge or replace an existing on lot sewage disposal system.

K. "Sewage" shall mean any substance that contains any of the waste products or excrement or other discharge from the bodies of human beings and any noxious or deleterious substance being harmful or inimical to the public health, or to animal or aquatic life, or to the use of water for domestic water supply or for recreation or which constitutes pollution under the Act of June 22, 1937 (P.L. 1987, No. 394), known as "The Clean Streams Law," as amended.

L. "Sewage Enforcement Officer (SEO)" shall mean a person certified by DEP who is employed by the Township, such person is authorized to conduct investigations and inspections, review permit applications, issue or deny permits and do all other activities as may be provided for such person in the Sewage Facilities Act, the rules and regulations promulgated thereunder and this or any other ordinance adopted by the Township.

M. "Sewage Management District" shall mean any area or areas of the Township designated in the Official Sewage Facilities Plan adopted by the Board as an area for which a Sewage Management program is to be implemented.

N. "Sewage Management Program" shall mean a comprehensive set of legal and administrative requirements encompassing the requirements of this ordinance, the Sewage Facilities Act, the Clean Streams Law, the regulations promulgated thereunder and such other requirements adopted by the Board to effectively enforce and administer this ordinance.

O. "Subdivision" shall mean the division or redivision of a lot, tract or other parcel of land into two or more lots, tracts, parcels or other divisions of land, including changes in existing lot lines. The enumerating of lots shall include as a lot that portion of the original tract or tracts remaining after other lots have been subdivided therefrom.

P. "Township" shall mean the Township of Granville, Mifflin County, Pennsylvania.

Q. "Qualified pumper/hauler" shall mean those persons licensed by the Township to pump and haul sewage within the Township, and otherwise qualified by the Commonwealth of Pennsylvania.

R. For the purposes of this ordinance, any term which is not defined herein shall have that meaning attributed to it under the Sewage Facilities Act and Regulations promulgated therto.

S. Granville Township on lot sewage management inspection and maintenance zones are designated on a map prepared by Taptich Engineers approved and adopted November 5, 2007, and adopted as part of this ordinance by reference and containing the date and signatures of the appropriate Township officials. (Ord. 2007-6, 11/05/07)

1203. Applicability

From the effective date of this ordinance, its provisions shall apply in any portion of this Township identified in the Official Sewage Facilities Plan as a sewage management district. Within such area or areas, the provisions of this ordinance shall apply to all persons owning any property serviced by an on lot sewage disposal system and to all persons installing or rehabilitating an on lot sewage disposal systems. (2007-6, 11/05/07)

1204. Permit Requirements

A. No person shall install construct or request bid proposals for construction, or alter an individual sewage system or community sewage system or construct or request bid proposals for construction or install or occupy any building or structure for

which an individual sewage system or community sewage system is to be installed without first obtaining a permit from the sewage enforcement officer which permit shall indicate that the site and the plans and specifications of such system are in compliance with the provisions of the Clean Streams Law (35 P.S. §§691.1-691.1001) and the Pennsylvania Sewage Facilities Act (35 P.S. 750.1 et seq.) and the regulations adopted pursuant to those Acts.

B. No system or structure designed to provide individual or community sewage disposal shall be covered from view until approval to cover the same has been given by a sewage enforcement officer. If 72 hours have elapsed, excepting Sundays and Holidays, since the sewage enforcement officer issuing the permit received notification of completion of construction, the applicant may cover said system or structure unless permission has been specifically refused by the sewage enforcement officer.

C. Applicants for sewage permits may be required to notify the sewage enforcement officer of the schedule for construction of the permitted on lot sewage disposal system so that inspection(s) in addition to the final inspection required by the Sewage Facilities Act may be scheduled and performed by a sewage enforcement officer.

D. No building or occupancy permit shall be issued for a new building which will contain sewage generating facilities until a valid sewage permit has been obtained from a sewage enforcement officer.

E. No building or occupancy permit shall issued and no work shall begin on any alteration or conversion of any existing structure, if said alteration or conversion will result in the increase or potential increase in sewage flows from the structure, until either the structure's owner receives a permit for alteration or replacement of the existing sewage disposal system or until the structure's owner and the appropriate official of the Township receive written notification from sewage enforcement officer that such a permit will not be required. The sewage enforcement officer shall determine whether the proposed alteration or conversion of the structure will result in increased sewage flows.

F. Sewage permits may be issued only by a sewage enforcement officer employed by the Township. DEP shall be notified as to the identity of each sewage enforcement officer employed by the Township. (Ord. 2007-6, 11/05/07)

1205. Inspections

A. Any on lot sewage disposal system may be inspected by an authorized agent at any reasonable time as of the effective date of this ordinance.

B. Such inspection may include a physical tour of the property, the taking samples from surface water, wells, other

groundwater sources, the sampling o the contents of the sewage disposal system itself and/or the introduction of a traceable substance into the interior plumbing of the structure served to ascertain the path and ultimate destination of wastewater generated in the structure.

C. An authorized agent shall have the right to enter upon land for the purposes of inspections described in this section.

D. An initial inspection shall be conducted by an authorized agent within one year of the effective date of this ordinance for the purpose of determining the type and functional status of each sewage disposal system in the sewage management district. A written report shall be furnished to the owner of each property inspected and a copy of said report shall be maintained in the Township records.

E. A schedule of routine inspections may be established to assure the proper functioning of the sewage systems in the sewage management district.

F. An authorized agent shall inspect systems known to be, or alleged to be, malfunctioning. Should said inspections reveal that the system is indeed malfunctioning, the authorized agent shall order action to be taken to correct the malfunction. If total correction cannot be done in accordance with the regulations of DEP including, but not limited to, those outlined in Chapter 73 of Title 25 of Pennsylvania Code or, is not technically or financially feasible in the opinion of the authorized agent and a representative of DEP, then action by the property owner to mitigate the malfunction shall be required.

G. If there arises a geographic area where numerous on lot sewage disposal systems are malfunctioning, a resolution of these area wide problems may necessitate detailed planning and a revision to the portion of the Sewage Facilities Plain pertaining to areas affected by such malfunctions. If a DEP authorized Official Sewage Facilities Plan Revision has been undertaken, repair or replacement of individual malfunctioning sewage disposal systems within the area affected by the revision may be delayed, pending the outcome of the plan revision process. However, immediate corrective action will be compelled whenever a malfunction, as determined by Township officials and/or DEP, represents a serious public health or environmental threat. (Ord. 2007-6, 11/05/07)

<u>1206. Operation</u>

Only normal domestic wastes shall be discharged into any on lot sewage disposal system. The following shall not be discharged in the system.

1. Industrial waste.
2. Automobile oil and other non-domestic oil.

3. Toxic or hazardous substances or chemical, including but
4. not limited to, pesticides, disinfectants (excluding household cleaners), acids, paints, paint thinners, herbicides, gasoline and other solvents.
5. Clean surface or groundwater, including water from roof or cellar drains, springs, basement sump pumps and French drains. (Ord. 2007-6, 11/05/07)

1207. Maintenance

A. Each person owning a building served by an on lot sewage disposal system which contains a septic tank shall have the septic tank pumped by a qualified pumper/hauler per the schedule set forth below. Thereafter that person shall have the tank pumped at least once every five (5) years or whenever an inspection reveals that the septic tank is filled with solids or with scum in excess of 1/3 of the liquid depth of the tank. Receipts from the pumper/hauler shall be submitted to the Township within the prescribe pumper periods. The Township is divided into five (5) districts as shown on the map prepared by Taptich Engineers approved and adopted November 5, 2007 and adopted as part of this ordinance. Inspections will be by districts as set forth on the map in accordance with the following schedule:

Zone 1 by December 1, 2008 and every five (5) years thereafter
Zone 2 by December 1, 2009 and every five (5) years thereafter
Zone 3 by December 1, 2010 and every five (5) years thereafter
Zone 4 by December 1, 2011 and every five (5) years thereafter
Zone 5 by December 1, 2012 and every five (5) years thereafter

B. The required pumping frequency may be increased at the discretion of an authorized agent if the septic tank is undersized, if solids build up in the tank is above average, if the hydraulic load on the system increases significantly above average, if a garbage grander is used in the building, if the system malfunctions or for other good cause shown. If any person can prove that such person's septic tank had been pumped within five (5) years of the effective date of this ordinance, then that person's initial required pumping may be delayed to conform to the general five (5) year frequency requirement except where an inspection reveals a need for more frequent pumping frequencies.

C. Any person owning a property served by a septic tank shall submit, with each required pumping receipt, a written statement, from the pumper/hauler or from any other qualified individual acceptable to the Township, that the baffles in the septic tank have been inspected and found to be in good working order. Any person whose septic tank baffles are determined to require repair or replacement shall first contact a sewage enforcement officer for approval of the necessary repair.

D. Any person owning or building served by an on lot sewage disposal system which contains an aerobic treatment tank shall follow the operation and maintenance recommendations of the

equipment manufacturer. A copy of the manufacturer's recommendations and a copy of the service agreement shall be submitted to the township within six months of the effective date of this ordinance. Thereafter, service receipts shall be submitted to the Township at the intervals specified by the manufacturer's recommendations. In no case may the service or pumping intervals for aerobic treatment tanks exceed those required for septic tanks.

E. Additional maintenance activity may be required as needed including, but not necessarily limited to, cleaning and unclogging of piping, servicing and the repair of mechanical equipment, leveling of distribution boxes, tanks and lines, removal of obstructing roots or trees, the diversion of surface water away from the disposal area, etc.

F. Only those persons licensed by the Township and the Commonwealth of Pennsylvania may pump or haul sewage within the Township. Pumper/hauler shall submit a signed receipt to the Township, within seven (7) days of pumping. This receipt shall contain the following information:

- Date of pumping;
- Name and address of system owner;
- Address of tank's location, if different from owner's;
- Description and diagram of the location of the tank, including the location of any markers, risers, and access hatches;
- Size of tank;
- Age of the system;
- Last date of pump out;
- List of other maintenance performed;
- Any indications of system malfunction observed;
- Amount of septage or other solid or semi-solid material removed;
- Cost of pumping services;
- Waste hauler's state license number permitting it to collect and haul septage in the State of Pennsylvania; and
- List of recommendations

The receipt shall be signed by the pumper/hauler certifying that the septage does not contain any of the prohibited substances listed in Section VI.

The receipt shall be submitted to the Township office to serve as proof of compliance with the pump out requirements of Section VI. A copy shall be retained by the system owner and a copy shall be submitted to the site or facility accepting the septage for disposal. (Ord. 2007-6, 11/05/07; as amended by Ord. 2008-5, 11/03/08)

1208. System Rehabilitation

A. No person shall operate or maintain an on lot sewage disposal system in such a manner that it malfunctions. All liquid wastes, including kitchen and laundry wastes and water softener backwash, shall be discharged to a treatment tank. No sewage system shall discharge untreated or partially treated sewage to the surface of the ground or into the water of the commonwealth unless a permit for such discharge has been obtained form DEP.

B. A written notice of violation shall be issued to any person who is the owner of any property which is found to be served by a malfunctioning on lot sewage disposal system or which is discharging sewage without a permit.

C. Within thirty (30) days of notification by the Township that a malfunction has been identified, the property owner shall make application to the sewage enforcement officer for a permit to repair or replace the malfunctioning system. Within thirty (30) days of receiving the said permit, construction of the permitted repair or replacement shall commence. Within sixty (60) days of the start of construction, the construction shall be completed unless seasonal or unique conditions mandate a longer period, in which case the township shall set an extended completion date.

D. A sewage enforcement officer shall have the authority to require the repair of any malfunction by the following methods: Cleaning, repair or replacement of components of the existing system's treatment tank, expanding the existing disposal areas, replacing the existing disposal area, replacing a gravity distribution system with a pressurized system, replacing the system with a holding tank, or any other alternative appropriate for the specific site.

E. In lieu of, or in combination with, the remedies described in Subsection D above, a sewage enforcement officer may require the installation of water conservation equipment and the institution of water conservation practices in structures served. Water using devices and appliances in the structure may be required to be retrofitted with water saving appurtenances or they may be required to be replaced by water conserving devices.

F. In the event that the rehabilitation measures in Subsections A through E are not feasible or effective, the owner may be required to apply for a permit to install an individual spray irrigation treatment system or the DEP for a single residence treatment and discharge system. Upon receipt of said permit the owner shall complete construction of the system within thirty (30) days.

G. Should none of the remedies described in this Section be totally effective in elimination of the malfunction of an existing

on lot sewage disposal system, the property owner is not absolved of responsibility for that malfunction. The Township may require whatever action is necessary to lessen or mitigate the malfunction to the extent necessary. (Ord. 2007-6, 11/05/07)

1209. Liens

The township, upon written notice from a sewage enforcement officer that an imminent health, hazard exits due to failure of property owner to maintain, repair or replace an on lot sewage disposal system as provided under the terms of this ordinance, shall have the authority to perform, or contract to have performed, the work required by the sewage enforcement officer. The owner shall be charged for the work performed and, if necessary, a lien shall be entered therefore in accordance with law. (Ord. 2007-6, 11/05/07)

1210. Disposal of Septage

A. All septage originating within the sewage management district shall be disposed of in accordance with the requirements of the Solid Waste Management Act (Act 97 of 1980, 35 P.S. §§6018.101 et seq.) and all other applicable laws and at sites or facilities approved by DEP. Approved sites or facilities shall include the following: septage treatment facilities, wastewater treatment plants, composting sites, and approved farm lands.

B. Pumper/haulers of septage operating within the sewage management district shall operate in a manner consistent with the Pennsylvania Solid Waste Management Act (Act 97 of 1980, 35 P.S. §§ 6018.101, 6018.1003) and all other applicable laws. (Ord. 2007-6, 11/05/07)

1211. Administration

A. The Township shall fully utilize those powers it possesses through enabling statutes and ordinances to effect the purposes of this ordinance.

B. The Township shall employ qualified individuals to carry out the provisions of this ordinance. Those employees shall include a sewage enforcement officer and may include an administrator and such other person as may be necessary. The Township may also contract with private qualified persons or firms as necessary to carry out the provisions of this ordinance.

C. All permits, records, reports, files and other written materials relating to the installation, operation and maintenance and malfunction of on lot sewage disposal systems in the sewage management district shall become property of, and be maintained by, the Township. Existing and future records shall be available for public inspection during regular business hours at the official office of the Township. All records pertaining to sewage permits, building permits, occupancy permits and all other aspects of the

sewage management program shall be made available, upon request, for inspection by representatives of DEP.

D. The Township Board shall establish all administrative procedures necessary to properly carry out the provisions of this ordinance.

E. The Township Board may establish a fee schedule, and authorize the collection of fees, to cover the cost to Township of administering this program by resolutions. (Ord. 2007-6, 11/05/07)

1212. Appeals

A. Appeals from final decisions of the Township or any of its authorized agents under this ordinance shall be made to the Board of Supervisors in writing within thirty (30) days from the date of written notification of the decision in question.

B. The appellant shall be entitled to a hearing before the Board of Supervisors at its next regularly schedule meeting, if a written appeal is received at least fourteen (14) days of the next regularly scheduled meeting. If the appeal is received within fourteen (14) days of the next regularly scheduled meeting, the appeal shall be heard at the next regularly scheduled meeting. The municipality shall thereafter affirm, modify or reverse the aforesaid decision. The hearing may be postponed for a good cause shown by the appellant or the Township. Additional evidence may be introduced at the hearing provided that it is submitted with the written notice of appeal. A decision shall be rendered in writing within thirty (30) days of the date of the hearing. (Ord. 2007-6, 11/05/07)

1213. Penalties: Enforcement as a summary offense

Any person failing to comply with any provision of this ordinance shall be subject to a fine of not less than Five-Hundred dollars ($500) and costs, and not more than One-Thousand dollars ($1,000) and costs, or in default thereof shall be confined in the county jail for a period to the extent allowed by law. Each day of noncompliance shall constitute a separate offense. Enforcement shall be by action brought before a district justice in the same manner provided for summary offenses with the Pennsylvania Rules of Criminal Procedure. (Ord. 2007-6, 11/05/07)

1214. Repealer

All ordinances or pats of ordinances inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency. (Ord. 2007-6, 11/05/07)

1215. Severability

If any section or clause of this ordinance shall be adjudged invalid, such adjudication shall not affect the validity of the remaining provision which shall be deemed severable therefrom. (Ord. 2007-6, 11/05/07)

CHAPTER 20

SOLID WASTE

Part 1

Storage, Collection and Disposal

Part 1

Storage, Collection and Disposal

101. Short Title. This Part 1 shall be known as the Granville Township Solid Waste Control Ordinance of 1986. (Ord. 1986-2, 10/27/1986, 1)

102. Statutory Authority. This Part 1 is enacted pursuant to and in satisfaction of the Solid Waste Management Act, 202, and pursuant to the Second Class Township Code, all as amended, as the same relates to the subject matter hereof and the adoption of this Part 1. (Ord. 1986-2, 10/27/1986, 2)

103. Purpose. All domestic, commercial and industrial refuse, excluding agricultural refuse produced in an agricultural business and confined to the area of the agricultural enterprise, accumulated or stored upon any real property within the Township of Granville, Mifflin County, Pennsylvania, shall be collected and removed by a collector licensed by the Township and shall be disposed of in an area authorized by and approved by an appropriate governing body in accord with all state regulations. (Ord. 1986-2, 10/27/1986, 3)

104. Definitions. As used in this Part 1, the following terms shall have the meanings indicated, unless a different meaning appears clearly from the context in which the term is used:

APPLICANT - a person desirous to being authorized as a collector.

ASHES - residue from burning of coal, coke or other combustible material.

COLLECTOR - person authorized to collect, transport and dispose of municipal waste in and from the territory of the Township of Granville.

COMMERCIAL ESTABLISHMENT - any establishment engaged in a non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, shopping centers, and theatres, but including restaurants, taverns and other eating places, even though a certain amount of processing may be ordinarily performed there.

DISPOSAL - the incineration, disposition, injection, dumping, spilling, leaking or placing of municipal waste into or on the land or water areas of Township in a manner that the

waste or a constituent thereof enters the environment, is emitted into the air, or is discharged into the waters of the Commonwealth of Pennsylvania.

DISPOSAL SITE - any location, facility, site, area or premises used for the disposal of municipal waste.

DWELLING - a place of residence within the Township of Granville of one or more persons where refuse is generated through normal living habits; however, this shall not include apartments or buildings devoted to multiple family occupancy.

GARBAGE - all animal and vegetable wastes, or any combination thereof, resulting from handling, preparation, cooking or consumption of food.

INDUSTRIAL ESTABLISHMENT - means any establishment engaged in manufacturing or processing, including, but not limited to, factories, foundries, mills, processing plants, refineries and the like.

INSTITUTIONAL ESTABLISHMENT - any establishment engaged in service to person, including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.

MANAGEMENT - the entire process, or any part thereof, of storage, collection, transportation, processing, treatment and/or disposal of municipal waste by any person engaging in such process.

MUNICIPAL WASTE - any garbage, refuse, industrial lunch room or office waste and other material including solid, liquid, semi-solid or contained gaseous material resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or industrial water supply treatment plant, wastewater treatment plant, or air pollution control facility, and any waste made the subject matter of the Solid Waste Management Act of the Commonwealth of Pennsylvania, 180 P.L. 380, No. 97, as amended.

OCCUPANT - any person generally in possession and control of any dwelling.

PERSON - any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, federal government or agency, state institution and

agency, or any other legal entity whatsoever which is recognized by law as being subject to the rights and duties of a person.

PROCESSING - any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for off-site reuse. Processing facility shall include, but not be limited to, transfer facilities, composting facilities, incinerators, recycling facilities and resource recovery facilities.

REGULAR - occurring at least three (3) or more times per month.

REFUSE - shall be treated as a collective term applying to all garbage, rubbish, ashes, leaves and grass trimmings from residential, municipal, commercial or institutional premises. The use of the word refuse shall include rubbish; however, the opposite shall not necessarily apply.

RUBBISH - shall include glass, metal, paper, plant growth, wood, or nonputrescible solid waste.

SOLID WASTE - includes any waste, including, but not limited to, municipal, residual, or hazardous waste, and including solidified liquids, semi-solids, or materials containing gaseous substances, and this term shall embrace all terms referred to as such in the Act of Assembly known as the Solid Waste Management Act cited above.

STORAGE - the containment of any municipal waste on a temporary basis in such a manner as to constitute disposal of such waste, and it shall be presumed that the containment of any municipal waste in excess of one (1) year constitutes a disposal.

TOWNSHIP - the Township of Granville, when referred to in an active sense shall include the Board of Supervisors of the Township of Granville, all such references relating to Mifflin County, Pennsylvania.

TRANSPORTATION - the off-site removal of any municipal waste generated or present at any time from the Township of Granville.

In the interpretation of this Part 1, use of the singular shall include the plural, and use of the plural shall include the singular; and the use of the masculine shall include the feminine and neuter. (Ord. 1986-2, 10/27/1986, 4)

105. Duties and Responsibilities of Owners and Occupiers for Municipal Waste.

1. General Duties. It shall be the duty of every owner of property and every person occupying any dwelling unit, premises or place of business within the Township where municipal waste is produced and is accumulated, by his own expense and cost, to provide and keep at all times, a sufficient number of containers to hold all municipal waste which may accumulate during intervals between collection of such municipal waste by an authorized collector.

2. Storage on Residential Properties.

A. Containers. All municipal waste accumulated by owners of each residential property and/or the occupants of residential properties shall be placed in containers for collection by an authorized collector. The containers shall be durable, water tight, and made of metal or plastic. Securely tied plastic bags may be used in cases where such bags can be used without being torn open by domestic or wild animals. The size of each such container shall not exceed a thirty-two (32) gallon capacity.

However, large containers designed for use with special hoisting equipment may be used if the collector serving the residence uses collection vehicles with such special hoisting equipment.

B. Location of Containers. Each municipal waste container shall be located or shall be placed on the day of collection so as to be accessible to the collector at ground level and at a point on the curb line of the street, or within no less than ten (10) feet of the public street, alley or driveway from which collection from a vehicle can be made pursuant to a previously announced route of collection, notification of which has been given by collector. Failure to place containers at such locations may result in discontinuance of service.

3. Storage on Commercial, Institutional and Industrial Properties.

A. Containers. Storage of municipal waste on commercial, institutional and industrial properties shall be done in the same type of containers as are required for residential properties except that containers larger than thirty-two (32) gallons may be used, where needed, to accommodate larger volumes of municipal wastes. Such containers shall be kept in good working order.

B. Location of Containers. Containers for collection at commercial, institutional and industrial properties shall be located on such premises at a place which shall not interfere with public or private sidewalks, driveways, roads, streets highways or entrances and exits of public or private buildings.
(Ord. 1986-2, 10/27/1986, 5)

106. Authorization and Regulation of Collectors.

1. Unauthorized Collection and Transportation. It shall be unlawful for any person, other than such persons as are duly authorized by the Township of Granville, to collect and transport solid waste of any nature as a regular hauling business within or from the Township. Authorization shall be given only as set forth below.

2. Licensing Procedure. Authorization to collect, transport, and dispose of municipal waste for persons other than oneself may be given only by the Township through the issuance of a license. All applications for licensing shall be approved in accordance with the following:

A. Eligible Persons. Municipal Solid Waste Collection Licenses may be issued to only those persons capable of providing the necessary services and can comply with the provisions and intent of this Part 1. The Township reserves the right to disapprove any application for license.

B. Application Procedure. Applicant for a Municipal Solid Waste Collection License must furnish the following information:

(1) The make, model, license plate number, and size of each vehicle to be used for collection and transportation;

(2) The location, address, and telephone number of the business office of the applicant;

(3) A certificate of the applicant's Workmen's' Compensation Insurance as required by law;

(4) A certificate of insurance coverage providing complete third party comprehensive, bodily injury and property damage, liability insurance, the limits of which shall not be less than one hundred thousand/three hundred thousand ($100,000.00/$300,000.00) dollars for bodily injury and fifty thousand ($50,000.00) dollars for property damage; and

(5) Any other information which the Township may request and deem necessary prior to the issuance of a license and which shall be adopted by Resolution of the Board of Supervisors.

C. Issuance. Licenses shall be issued on a calendar year basis but may be revoked at any time by the Township for failure to comply with the provisions of this Part 1.

D. Fees. Fees for licenses shall be set by Resolution of the Board of Supervisors of the Township, and the amount thereof shall be provided to any applicant or other person upon request. The said license fee shall not be divisible or prorated for a fraction of a year or refundable for any reason.

E. License and Capacity. Each vehicle must prominently display the name and number of the license and the cubic yard capacity of the vehicle's body.

3. Rates. Collectors shall only levy such charges and rates for collection as approved by the Board of Supervisors of Granville Township subject to the following:

A. Collector shall notify Township in writing by certified mail of any proposed rate changes and shall submit therewith its proposed amended schedule of rates.

B. Within thirty (30) days of receipt of said certified mail notice, collector shall be available at a meeting arranged by Township, between Township and collector, to discuss said rate changes.

C. Township shall in its sole discretion, approve in whole or in part, or disapprove in whole or in part, said suggested rate changes within thirty (30) days of said meeting.

D. Notice of said decision by Township and of the reason therefor shall be given by Township to collector in writing by certified mail within thirty (30) days of the aforesaid meeting.

4. Municipal Collection System. The said licensee shall be granted subject to the right of the Township at any time that it may so determine, to establish a municipality operated collection system, and said license shall terminate without refund upon the effective date of institution of such a municipality operated collection system.

5. Limitations upon Collection. It shall be unlawful to permit any unlicensed collector or unlicensed person to collect or remove garbage from any household.

6. Prevention of Spilling. Any person transporting solid waste within the Township shall prevent or remedy any spillage from vehicles or containers used in the transport of any such solid waste. (Ord. 1986-2, 10/27/1986, 6)

107. Disposal of Municipal Waste.

1. Designated Facilities. All municipal waste produced, collected and transported from within the jurisdictional limits of the Township shall be to the extent permitted by law, disposed of at the disposal facilities designated in the Solid Waste Management Plan for Mifflin County, as adopted by Mifflin County, and by the Mifflin County Solid Waste Authority. In the absence of such designated facilities, or until such facilities become operational in compliance with applicable state permits, and/or in the absence of such currently effective Solid Waste Management Plan, then all municipal waste from the Township must be disposed of at a State-permitted facility.

2. State Police Basis. The provisions aforesaid in this 107(1), "Designated Facilities", have been adopted pursuant to the clearly articulated and affirmatively expressed policy of the Commonwealth of Pennsylvania, stated in the Solid Waste Management Act, Act 97 of 1980, 202 (35 P.S. 6018.202)

3. Notice to Collectors. If the Township designates the disposal facilities as provided for above, all authorized collectors and other interested persons shall be informed of the location and other information pertaining to the designated disposal facilities to be used for the disposal of municipal waste collected, transported, removed and disposed. (Ord. 1986-2, 10/27/1986, 7)

108. Exclusions. The following persons and activities are excluded from the provisions of this Part 1:

1. Individuals Not Engaged in Collection. Nothing contained herein shall be deemed to prohibit any residential property occupant not regularly engaged in the business of collecting municipal waste from hauling his own municipal waste on an irregular and unscheduled basis to a State-permitted disposal facility.

2. Farming Activities. Nothing contained herein shall prohibit a farmer from carrying out the normal activities of his farming operation, including composting and spreading of manure or other farm-produced agricultural waste.

3. Hazardous and Residual Waste. The provisions of this Part 1 do not apply to anything but the storage, collection, transportation and disposal of municipal waste and do not apply, therefore, to hazardous or residual waste as defined by the Pennsylvania Solid Waste Management Act. (Ord. 1986-2, 10/27/1986, 8)

109. Penalties and Remedies. Any person, firm or corporation who shall violate any provision of this Part, upon conviction thereof in an action brought before a district justice in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of not more than one thousand dollars ($1,000.00) plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed ninety (90) days. Each day that a violation of this Part continues or each Section of this Part, which shall be found to have been violated, shall constitute a separate offense.

2. Additional Remedies. In addition to the foregoing penalty, the Township may require the owner or occupant of a property to remove any accumulation of solid waste and should said person fail to remove such solid waste after ten (10) days following written notice, it shall constitute a public nuisance and the township may cause the solid waste to be collected and disposed of with the costs and expense for such actions to be charged to the owner and/or occupant of the property and collected therefrom in a manner provided by law including, but not limited to, the entering of a municipal claim or lien against the land affected as provided by law.

3. Abatement. The imposition of the penalties herein prescribed shall not preclude the Township from instituting appropriate actions or proceedings in equity or otherwise to prevent the violation of this Part 1, to restrain, correct or abate any such violation, or to prevent any act, conduct, business or activity constituting a violation.
(Ord. 1986-2, 10/27/1986, 9; as amended by Ord. 1988-1, 4/25/1988, as amended by Ord. 1997-3)

Garbage Haulers

S & S Trash
141 Stimely Road
Burnham, PA 17009

Parks
522S, Mt. Union

Worthy's
2775 US Highway 522S
McVeytown, PA 17051

Recycling

Paul's Recycling
24 Henderson St
Lewistown PA 17044

PA Cleanways
PO Box 63
Mattawana PA 17054

Lewistown Borough

CHAPTER 20

SOLID WASTE

Part 1

Refuse Collection

Part 2

Solid Waste Recycling and Solid Waste Reduction

Part 1

Refuse Collection

§101. Short Title. This Part 1 shall be known and may be cited as the "Borough Refuse Collection Ordinance". (Ord. 45-8, 10/1/1945, §1; as amended by Ord. 72-21(C), 9/22/1972, §1)

§102. Definitions. Unless otherwise expressly stated, or unless the context clearly requires a different meaning, the following words when used in this Part 1 shall have the meanings next ascribed to them.

(a) Ashes means the residue from the burning of wood, coal, coke and other combustible materials for cooking and heating purposes. Ashes shall not mean or include the cinders or residue produced in steam generating plants.

(b) Garbage means the solid or semisolid animal or vegetable waste: (1) which results from the handling, preparation, cooking or serving of food or, from the cleaning-up thereafter; (2) which contains not more than a negligible amount of liquid; and (3) which is not ground up for discharge into a sanitary sewer system. Garbage shall not mean or include the animal or vegetable waste from canneries, packing plants or similar food-processing industries or operations; and, shall not mean or include more than ordinary amounts or quantities of condemned or destroyed food from wholesale or retail food markets or from cafeterias, restaurants or other eating places. (Ord. 83-6)

(c) Rubbish means all combustible and noncombustible waste materials, including paper, rags, boxes, cartons, litter, cans, bottles, broken glass, broken dishes, broken or discarded furniture, and dust. Rubbish shall not mean or include: ashes as defined in Clause (a); garbage as defined in Clause (b); Christmas trees; leaves; recyclable materials or yard waste as each of these terms is defined in the Borough Solid Waste Recycling and Solid Waste Reduction Ordinance [Part 2 of this Chapter 20]; dead animals; debris from construction or demolition; excavation fill or excavation waste; the waste or junk or discarded materials or by-products of manufacturing or industrial operations; abandoned equipment or machinery used in manufacturing or industrial operations; abandoned vehicles; explosives or explosive materials; and other types of waste not customarily produced by residential, commercial, business office or institutional uses. [Ord. 92-3]

(d) Refuse means ashes, garbage and rubbish -- after all recyclable materials, leaves, yard waste, and Christmas trees have been removed therefrom. Until changed by a Program Regulation adopted pursuant to the Borough Solid Waste Recycling and Solid Waste Reduction Ordinance [Part 2 of this Chapter 20], grass clippings are to be considered as refuse; and thus, need not be separated and removed from refuse, but rather may be placed with garbage and rubbish in a Borough refuse bag. [Ord. 92-3]

(e) Ash Can means a metal container meeting the requirements of §104.3(a) for storing ashes, and the metal container to be placed or set-out at a certain location for collection and emptying by the Borough refuse collection service. [Ord. 92-3]

In construing the Borough Building, Plumbing, Electrical and Property Maintenance Codes Ordinance so as to implement and give effect to this §103.3, the words "Borough Manager or his authorized representative" are substituted for the words "Department Officer"; the words "regulations of the Borough Refuse Collection Ordinance or the Borough Manager" are substituted for the words "standards or regulations of the Property Maintenance Code"; and the word "conditions" is substituted for the phrase "the conditions or state of maintenance of a property".

103.4. Any person aggrieved by any regulation made by the Borough Manager or by any order, requirement or decision made by the Borough Manager or his authorized representative in the interpretation or enforcement of this Part, may within 15 days after the date of such decision file an appeal to the Borough Council with the Borough Secretary. Upon the filing with the Borough Secretary of an appeal, the Borough Secretary shall schedule a hearing on the appeal for the next regular meeting of the Borough Council. The Borough Council may reverse, or affirm wholly or in part, or modify the regulation, order, requirement or decision appealed from; or, may make such order, requirement or decision as in its opinion ought to be made. The Borough Council shall decide each appeal within 40 days from the date of the hearing on the appeal and shall give notice of its decision to all parties in interest.

(Ord. 45-8, 10/1/1945, §2; as amended by Ord. 67-23, 1/3/1968, §1; by Ord. 72-21(C), 9/22/1972, §4; by Ord. 83-6, 11/15/1983; and by Ord. 86-2, 3/24/1986)

§104. Pre-collection Practices.

104.1. Separation of Refuse. Ashes shall be placed only in ash cans. Garbage and rubbish shall be placed only in Borough refuse bags. Garbage and rubbish may be placed together in the same Borough refuse bag. [Ord. 92-3]

104.2. Preparation of Refuse.

(a) All ashes shall be cold before being placed in an ash can. An ash can is not to weigh more than forty (40) pounds when filled.

(b) All garbage shall be drained of liquid before it is placed in a Borough refuse bag.

(c) All rubbish shall be drained of liquid before it is placed in a Borough refuse bag. All bottles, cans, cartons, jugs, and the like shall be thoroughly rinsed and drained of liquid before being placed in a Borough refuse bag.

(d) A Borough refuse bag is not to weigh more than forty (40) pounds when filled.

104.3. Ash Cans and Borough Refuse Bags; Responsibility for Providing Occupants With.

(a) Ash cans shall be made of durable, corrosion-resistant metal; shall have a capacity of not more than 20 gallons or 40 pounds when filled; shall be sturdy enough to withstand cracking, splitting or breaking under normal conditions of use; shall be equipped with a

105.2. Regular Collection of Refuse.

A. The normal accumulations of refuse of persons residing or doing business in the Borough (taking into account the refuse-producing factors which might reasonably be assumed to exist at a residential dwelling, apartment house, multi-family house, mixed occupancy dwelling, hotel, motel, restaurant, commercial enterprise, business, institution, or the like during any given week under normal circumstances) will be collected regularly once each week by the Borough.

B. The owners of large apartment houses, multi-family houses, mixed occupancy dwellings, hotels, motels, restaurants, commercial enterprises and such other businesses or institutions as deem it necessary that more frequent collections be made, may regularly have refuse collected more frequently than once a week when approved by the Borough Manager and upon agreement by the owner to pay the periodic service charge fixed by the Borough Manager under §106.1.B. (Ord. 83-6)

105.3. Special Collection of Refuse.

A. Any owner or occupant may have refuse collected on a day when collection is not regularly scheduled if the accumulation of the refuse to be collected is greater than the normal accumulation, the collection is approved by the Borough Manager, and the person for whose benefit the collection will be made agrees to pay the fee fixed by the Borough Manager under §106.3 for the special collection.

B. In cases where the Borough Manager determines that, in order to protect the public health or safety, a person's refuse must be collected more frequently than once a week or on a day when a collection is not regularly scheduled, the Borough Manager may direct that a special collection be made at the expense of the person responsible for the condition which was the basis of the direction. (Ord. 83-6)

105.4. Special Refuse Problems.

A. Special handling of contagious disease refuse. The collection and disposal of wearing apparel, bedding or other refuse from dwellings, hospitals or other places where highly infectious or contagious diseases have been present, shall be performed under the supervision and direction of the Borough Manager.

B. Special handling of highly inflammable refuse or explosive materials. Highly inflammable refuse or explosive materials shall be collected and disposed of as directed by the Borough Manager and as supervised by the Borough manager or the Chief of the Fire Department.

C. Disposal when refuse not collected by reason of certain conditions. The Borough Manager or a Department Officer may order the Borough refuse collection service not to collect, or the Borough refuse collection service may refuse to collect: ashes which are not separately placed in an ash can, or garbage or rubbish which is not separately placed in a Borough refuse bag, as required by §104.1; refuse which is not prepared in accordance with the requirements of §104.2 or which exceeds the weight limit prescribed by §104.2; ashes in an as can which exceeds in volume or weight the volume or weight prescribed by §104.3(a) or which is defective; refuse which is not placed or set-out at a point of collection prescribed by §104.5; or

issued, the weight or volume of the non-bagged refuse collected, the labor, equipment and transportation costs incurred by the Borough in making the refuse collection, the time involved in making the refuse collection, and the frequency of collection if collections are made more frequently than once each week.

In no event, however, shall the amount of a periodic service charge fixed by the Borough Manager or the Department under this Subparagraph B be less than the amount of the quarterly service charge prescribed by Clause (1) of Subparagraph A above.

For the fee of issuing Borough refuse bags in addition to such as are issued under this Subparagraph B, See §106.4.

[Ord. 92-3]

106.2. Imposition of Surcharge. In addition to the periodic service charge imposed upon the owner of a property under §106.1, there is hereby imposed upon the owner a surcharge

(a) for the collection by the Borough of a greater than normal accumulation of refuse on a regular collection day,

or (b) for the collection by the Borough of refuse from a location which is not a point of collection described in §104.5.

The amount of the surcharge shall be fixed by the Borough Manager or the Department after taking into account the factors set forth in §106.1.B.

106.3. Fee for Special Collection of Refuse and Fee for Handling a Special Refuse Problem. The fee for a special collection of refuse under §105.3.A or §105.3.B, or the fee for handling a special refuse problem under §105.4, shall be fixed by the Borough Manager or the Department after taking into account the factors set forth in §106.1.B. [Ord. 92-3]

106.4. The fee for issuing Borough refuse bags in addition to those issued under Clause (1) or Clause (2) of §106.1.A or those issued under §106.1.B is one dollar fifty cents ($1.50) per bag. This fee is not part of any periodic service charge imposed by §106.1; and, is payable by the person requesting the bag. [Ord. 92-3]

(Ord. 45-8, 10/1/1945, §5; as amended by Ord. 53-5, 3/6/1953, §1; by Ord. 55-9, 9/13/1955, §1; by Ord. 584i, 2/19/1958, §1; by Ord 67-17, 11/14/1967, §1; by Ord. 70-13, 12/14/1970, §1; by Ord. 72-5, 2/14/1972, §1; by Ord. 74-12, 12/10/1974, §1; by Ord. 76-1, 3/11/1976, §§1 and 2; by Ord. 78-4, 12/11/1978, §§1 and 2; by Ord. 81-3, 3/9/1981; by Ord. 83-6, 11/15/1983, §1; by Ord. 86-2, 3/24/1986; by Ord. 86-4, 9/22/1986, §2; by Ord. 91-2, 2/11/1991, §§2 and 3; by Ord. 91-7, 12/30/1991, §1; by Ord. 92-3, 4/13/1992, §4, by Ord. 1993-2, 1/14/1993, §1; and by Ord. 1998-2, 1/12/1998, §1)

§107. Billing of Periodic Service Charge in Advance, Payment of Fee in Advance, Deposit in Lien of Billing or Payment in Advance.

107.1. Billing of Periodic Service Charge in Advance. The periodic service charge imposed under §106.1 shall be billed by the Borough in advance of the quarterly or monthly service cycle during which regularly scheduled collection of refuse will be made, unless in a case under §106.1.B the Borough Manager determines that as a matter of accommodation or administrative convenience or business practice the better procedure would be to bill for the periodic service charge after the close of the service cycle.

periodic service charge and surcharge referred to in §§108.1 and 108.2 to the owner's tenant if the Borough Manager determines that it is administratively convenient for the Borough to do so. However, payment of those bills shall remain the obligation of the owner of the property, and for that obligation the owner shall always be ultimately liable. [Cr. §109.4 and §§111.5, and 111.6.]

109.2.

A. As a condition to rendering bills to a tenant under the provisions of §109.1, the Borough will require that the tenant make a non-interest bearing deposit with the Borough in an amount equal to the estimated service charge for one quarterly service cycle or three monthly service cycles. In no event, however, shall the deposit be less than $35.00.

B. At such time as the tenant has paid each of eight consecutive quarterly bills or each of 24 consecutive monthly bills without the imposition of a penalty for delinquency, the Borough Manager may consider returning the deposit to the tenant.

109.3. A deposit shall not be considered as payment on account of any service charge or surcharge billed to the tenant, or any fee incurred by the tenant, during the time the tenant occupies the property; and the tenant shall pay bills as rendered and fees as incurred.

109.4. Upon the tenant's vacating the property, or in a case where refuse service is discontinued or terminated, the Borough may apply the deposit to any service charge, surcharge or fee then due but not billed, or to any unpaid bill or unpaid fee. To the extent that there is any surplus balance of the deposit, the Borough shall refund the surplus balance to the tenant. Nothing in this §109.4, however, shall be deemed to relieve the owner of the property from liability for any deficiency in the amount due the Borough for a service charge or surcharge.

(Ord. 83-6, 11/15/1983, §1)

§110. Billing of Fee for a Special Collection of Refuse or, for Handling a Special Refuse Problem.

110.1. In a case where the Borough Manager determines under §107.2 that the fee for a special collection of refuse is to be billed by the Borough after the special collection has been made, the bill shall be rendered by the Borough to the person who requested the special collection or who was responsible for the condition which was the basis of the Borough Manager's direction that the special collection be made.

110.2. In a case where the Borough Manager determines under §107.2 that the fee for handling a special refuse problem is to be billed by the Borough after the special problem has been handled, the bill shall be rendered by the Borough to the person who requested the Borough to handle the special refuse problem or who was responsible for the condition which resulted in the special refuse problem.

(Ord. 83-6, 11/15/1983, §1; as amended by Ord. 86-2, 3/24/1986)

refuse is located or to such other person as may be responsible for the accumulation, to remove the accumulation within the time set forth in the notice and order; upon failure of the owner or person to remove the accumulation of refuse within the time set forth in the notice and order, proceeding itself to remove the accumulation; and collecting the cost of the removal, together with a penalty of ten percent (10%) of that cost, in the manner provided for in Clause (b) of §111.6.

(Ord. 83-6, 11/15/1983, §1; as amended by Ord. 91-4, 3/25/1991, §3)

§112. Mailing Address for Bills. Failure to Receive a Bill.

112.1. It is the responsibility of the owner of a property to notify the Borough of the address to which bills to the owner are to be mailed and, any change in that address.

In the absence of a current mailing address for the owner, the Borough may use the last known address shown in the records of the Borough Secretary or the Borough Tax Collector.

112.2. Failure to receive a bill shall not be considered an excuse for nonpayment or, a reason to abate any penalty or extend the time during which the bill is payable at face.

(Ord. 83-6, 11/15/1983, §1)

§113. Separate Agreements with Respect to Refuse Collection Service. Periodic Service Charges, and Other Matters. Nothing in this Part 1 shall be deemed to preclude the Borough from entering into, and the Borough hereby reserves the right to enter into, a separate agreement with any person with respect to refuse collection service, periodic service charges or any other matter governed by this Part 1

(a) in those cases where the making of the agreement is deemed by the Borough to be necessary or beneficial to the business operations of its refuse collection service and, not to be contrary or detrimental to the public interest,

or (b) in those cases where the literal or strict application of the provisions or requirements of this Part 1 would produce an inequitable result which would thereby cause unnecessary or substantial hardship but with the making of an agreement the spirit of this Part 1 can be observed and substantial justice done.

(Ord. 83-6, 11/15/1983, §1)

§114. Penalties.

114.1. Any person who violates any requirement or provision of this Part 1, or who violates any regulation made by the Borough Manager, or who fails to carry out an order of the Borough Manager or his authorized representative, shall, upon conviction of the offense, be sentenced to pay a fine of not more than $300.00 and the costs of prosecution; and upon failure to pay such fine and costs, to imprisonment for not more than 30 days.

 (20, §115, cont'd)

shall be prosecuted for the appropriate, concomitant summary offense provided for in the Pa. "Crimes Code".

(Ord. 83-6, 11/15/1983, §1; as amended by Ord. 86-2, 3/24/1986; and by Ord. 92-3, 4/13/1992, §5)

§116. Disposal of Refuse at Designated Disposal Facilities. All refuse collected by the Borough refuse collection service (irrespective of whether that service is provided by the Borough work force or by an independent contractor retained or franchised by the Borough) shall be disposed of at the Borough Solid Waste Disposal Facility; or, if that Facility is abandoned by the Borough, or sold or otherwise transferred by the Borough to another person, shall be disposed of at those disposal facilities designated in the Solid Waste Management Plan for Mifflin County (as adopted by the Mifflin County Commissioners and by the Mifflin County Solid Waste Authority) and approved by the Commonwealth; or, in the absence of such designated and approved facilities, shall be disposed of at another disposal facility approved by the Commonwealth and acceptable to the Borough. [For the power of the Borough to impose the requirement that refuse be disposed of at certain designated facilities, see the Pa. "Solid Waste Management Act", 35 P.S. §6018.202(c)] (Ord. 86-2, 3/24/1986)

Part 2

Solid Waste Recycling and Solid Waste Reduction

§201. Title. This Part 2 shall be known and may be cited as the "Borough Solid Waste Recycling and Solid Waste Reduction Ordinance." (Ord. 91-5, 10/16/1991)

§202. Statement of Reason and Purpose.

202.1. The Pennsylvania "Municipal Waste Planning, Recycling and Waste Reduction Act" [Act No. 101 of June 28, 1988, 53 P.S., §4000.101 et seq.] requires the Borough to collect, transport, process and market certain recyclable materials and requires the Borough to establish and carry out: a program for the source-separation and collection of certain residential source-generated recyclable materials; a program for the source-separation and collection of certain commercial, industrial, institutional, and municipal source-generated recyclable materials; and a program for ensuring that no leaves or yard wastes are disposed of in a municipal landfill. In order to carry out the programs mandated by the "Municipal Waste Planning, Recycling and Waste Reduction Act," the Borough has established: a Residential Recycling and Collection Program; a Nonresidential Recycling and Collection Program; a Leaf Disposal Program; and a Yard Waste Disposal Program. These four Programs, together with such additional recycling or disposal or collection programs as may be established by the Borough, shall comprise the Municipal Recycling Program of the Borough.

202.2. The "Municipal Waste Planning, Recycling and Waste Reduction Act" and the "The Borough Code" empower the Borough to adopt regulations governing the administration and operation of its Municipal Recycling Program and its component Programs; and "The Borough Code" empowers the Borough to enforce the provisions of those regulations as well as the provisions of this Part 2.

202.3. It is the intent and purpose of the "Municipal Waste Planning, Recycling and Waste Reduction Act" and it is the intent and purpose of this Part 2, the Programs established by the Borough in compliance with the mandates of the Act, and the Program Regulations adopted pursuant to this Part 2: to treat recyclable materials as a type of natural resource which should be recovered and conserved; to promote the use of recyclable materials and the use of goods produced from recyclable materials; to reduce the amount of solid waste or refuse which is disposed of in landfills and thus, conserve existing landfill capacity; to reduce the adverse environmental effects of landfill disposal operations and reduce the cost of landfill disposal operations generally; and to address the public concern that the public's right to a reasonably clean and pure environment be protected and preserved.

(Ord. 91-5, 10/16/1991)

§203. Compliance with Other Ordinances.

§203.1. This Part 2 shall be considered as auxiliary to the Borough Refuse Collection Ordinance [Part 1 of this Chapter 20].

(4) On-Property Recyclable-Collection System. A system on a property for collecting recyclable materials which meets the following minimum criteria: (a) the system has an on-property recyclable collection station which is in a location easily accessible to the occupants of the property and which is available for use by the occupants at times reasonably convenient to the occupants; and (b) the system has written instructions to the occupants of the property concerning the use and availability of the on-property recyclable-collection station.

(5) On-Property Recyclable-Collection Station. A drop-off collection point or area which is located indoors or outdoors on a property and which has containers, bins, or the like for different classes of sorted recyclable materials and into which the occupants of the property are to deposit (and thus surrender) their different classes of sorted recyclable materials.

(6) Owner; Property. Each of these words is defined in the Borough Refuse Collection Ordinance [Part 1 of this Chapter 20] by reference to the Borough Sewer Rent and Service Charge Ordinance [Part 2 of Chapter 18]; and those definitions are incorporated here by reference.

(7) Person. Any individual, partnership, association, establishment, business firm, institution, charitable organization, community activity, profit or nonprofit corporation, government body, government agency, municipal authority, municipal body, municipal agency, or other entity.

(8) Program Regulations. The Regulations adopted by the Borough Council pursuant to this Part 2 and governing the administration and operation of the Borough's Municipal Recycling Program and its component Programs (such as, the Residential Recycling and Collection Program, the Nonresidential Recycling and Collection Program, the Leaf Disposal Program, the Yard Waste Disposal Program, and the Christmas Tree Disposal Program).

(9) Recyclable Material. A material which has been determined to be recyclable by the Borough (in accordance with the mandates of the "Municipal Waste Planning, Recycling and Waste Reduction Act") and which has been designated by the Program Regulations as one to be source-separated (from other solid waste generated at the source) in order to be recovered, collected, processed and returned to the public in the form of a reusable material or product.

In general, a recyclable material has two characteristics: (a) what it is made of; and (b) what it was last used for. By way of example, an aluminum can which was last used as a container for a carbonated beverage, soda, fruit juice, or beer is a recyclable material.

(10) Recycling Container.
(a) The blue container provided by the Borough (as part of its Residential Recycling and Collection Program) to residents in the Borough for the purpose of storing different classes of sorted recyclable materials, and the container to be placed or set-out for collection by the Borough collection service at what is commonly referred to as the "curbside collection point".

shall be placed or set-out by the owner or occupant of the property at the outdoor location which is described in §104.5 (Point of Collection) of the Borough Refuse Collection Ordinance and which is commonly referred to as the "curbside collection point".

B. In the case of a property which has four or more apartments or dwelling units and which has an on-property recyclable-collection system approved by the Department, the collection of recyclable materials from the property by the Borough collection service shall be made at the on-property recyclable-collection station or at a transfer point on the property prescribed by the Department.

(Ord. 91-5, 10/16/1991)

§206. Nonresidential Recycling and Collection Program.

§206.1. General Description of the Nonresidential Program. This is the program for the source-separation and collection of certain commercial, industrial, institutional, and municipal source-generated recyclable materials.

§206.2. General Requirement; Source-Separation and Temporary Storage. Each commercial, industrial, institutional, and municipal establishment in the Borough shall source-separate (from the other solid waste generated at the establishment) those recyclable materials designated by the Nonresidential Program Regulations [Cr. §212]; shall sort those recyclable materials into the different classes prescribed by the Nonresidential Program Regulations; shall arrange for the collection of those different classes of sorted recyclable materials [Cr. §206.3]; and shall be responsible for the temporary storage of the different classes of sorted recyclable materials until they are collected.

§206.3. Arrangements for Collection. The arrangements for the collection of the recyclable materials referred to in §206.2 shall be the responsibility of the person in charge of the establishment which generates the recyclable materials. Subject to the provisions of §206.4, the arrangements for collection may include:

(a) direct marketing of one or more classes of the recyclable materials, with delivery to the market or a market drop-off point or with collection by the market or a hauler for the market;

(b) delivery of one or more classes of the recyclable materials to, or collection of one or more classes of the recyclable materials by, a person engaged in the business of collecting and hauling recyclable materials;

(c) direct delivery of one or more classes of the recyclable materials to the Borough Collection and Storage Facility;

or (d) collection of the recyclable materials by the Borough collection service.

§206.4. Contracts [See also, §206.6]. In the absence of any extenuating circumstances, any arrangement made under §206.3 shall be made for no less than a 12-months period; shall provide that the recyclable materials which are the subject of the arrangement are to be delivered or collected at least once every 30 days; shall be in the form of a written contract (a true and complete copy of which shall be filed with the Department); and

§207. Leaf Disposal Program.

§207.1. All persons who rake and gather leaves in the Borough shall keep the leaves separated from: grass clippings; yard waste [Cr. §208]; recyclable materials; and refuse.

§207.2. Except as provided in §207.3, the only permitted method for disposing of leaves shall be:

(a) the placing of the leaves in plastic bags;

and (b) (1) during the Fall Season, placing or setting-out the bagged leaves for collection by the Borough collection service at those times which are specially scheduled by the Borough for the Fall collection of bagged leaves,

or (2) during the Winter, Spring and Summer Seasons, making arrangements with the Borough for the collection of the bagged leaves,

or (3) delivering the bagged leaves to the Borough Leaf Waste Collection Facility or to the Mifflin County Solid Waste Authority Leaf Waste Composting Facility.

§207.3. The use of leaves for mulch or for making compost -- or the use of leaves for agricultural, horticultural, gardening, or landscaping purposes -- are permitted methods for disposing of leaves. Indeed, they are the preferred and recommended methods for disposing of leaves.

(Ord. 91-5, 10/16/1991)

§208. Yard Waste Disposal Program.

§208.1. All persons who generate yard waste in the Borough shall keep the yard waste separated from: grass clippings; leaves; [Cr. §207]; recyclable materials; and refuse.

§208.2. Except as provided in §208.3, the only permitted method for disposing of yard waste shall be:

(a) cutting the yard waste into lengths not to exceed 4 feet and securely tieing the lengths into a bundle not larger than 2 feet wide, 2 feet high, and 4 feet long and weighing not more than 40 pounds.

and (b) (1) making arrangements with the Borough for the collection of the bundled yard waste;

or (2) delivering the bundled yard waste to the Borough Yard Waste Collection Facility.

§208.3. The use of yard waste for mulch or for making compost -- or the use of yard waste for agricultural, horticultural, gardening, or landscaping purposes -- are permitted methods for disposing of yard waste. Indeed, they are the preferred and recommended methods for disposing of yard waste.

(Ord. 91-5, 10/16/1991)

with the Borough under §206.3(c) or §206.3(d), are to be delivered to the Borough Collection and Storage Facility or collected by the Borough collection service; and the ownership of these recyclable materials shall be deemed to have vested in the Borough as of the date specified (in the written contract referred to in §206.4) as the date when delivery or collection is to begin.

§210.3. Municipal Disclaimer of Responsibility and Liability. Nothing contained in §210.1 or §210.2 shall impose any responsibility or liability upon the Borough, the Department, or a Department Officer, or upon any other officer, official, staff member, or employee of the Borough:

(a) for any act, event or circumstance occurring,

or (b) for any injury or damage suffered or incurred by any person in connection with or arising out of any act, event or circumstance occurring,

prior to the time when the recyclable materials deemed to be owned by the Borough are actually collected by the Borough collection service or actually delivered to the Borough Collection and Storage Facility.

(Ord. 91-5, 10/16/1991)

§211. Noncollection or Nonacceptance by the Borough of Recyclable Materials, Leaves, Yard Waste, or Refuse.

§211.1. The Borough will refuse to collect or to accept delivery of:

(a) Any material which although deemed to be recyclable by others, is not a material designated by the applicable Program Regulations of the Borough as a recyclable material.

(b) Any recyclable materials which have not been properly sorted and prepared for collection by the Borough collection service, or which have not been properly sorted and prepared for delivery to the Borough Collection and Storage Facility, in accordance with the requirements prescribed by the applicable Program Regulations.

(c) Any recyclable materials of one class which are improperly mixed with recyclable materials of another class.

(d) Any recyclable materials which have grass clippings, leaves, yard waste, or refuse mixed in with the recyclable materials.

(e) Any refuse which has recyclable materials, leaves, or yard waste mixed in with the refuse.

(f) Any leaves which have not been properly prepared for collection by the Borough, or which have not been properly prepared for delivery to the Borough Leaf Waste Collection Facility, in accordance with the requirements of §207.

(g) Any yard waste which has not been properly prepared for collection by the Borough, or which has not been properly prepared for delivery to the Borough Yard Waste Collection Facility, in accordance with the requirements of §208.

§212.4. In accordance with the requirements of the "Municipal Waste Planning, Recycling and Waste Reduction Act", the Borough will conduct a comprehensive and sustained public information and education program concerning the provisions and requirements of this Part 2, the Program Regulations referred to in §212.1, any amendments to those Program Regulations, and any program regulations adopted for such additional recycling or disposal or collection programs as may be established.

(Ord. 91-5, 10/16/1991)

§213. Part 1 of this Chapter 20 and this Part 2 are Mutually Reciprocal. Duties and Powers of the Borough Manager and the Refuse Collection and Recyclable-Collection Department Officers under Part 1 and this Part 2. Administration and Enforcement; Appeals.

§213.1. The Refuse Collection and Recyclable-Collection Department of the Borough shall be under the supervision of the Borough Manager.

§213.2. Because this Part 2 (the Borough Solid Waste Recycling and Solid Waste Reduction Ordinance) of this Chapter 20 is auxiliary to Part 1 (the Borough Refuse Collection Ordinance) of this Chapter 20 and because Part 1 and Part 2 are intended to be mutually reciprocal and complementary wherever possible [but see, §203.2], the words "Borough Manager or Refuse Collection and Recyclable-Collection Department Officer" are substituted in Part 1 for the words "Borough Manager" and "Borough Manager or his authorized representative" wherever these words appear in Part 1; the words "Part 1 and/or Part 2" are substituted in Part 1 for the word "Part 1" wherever this word appears in Part 1 (except §101 and §102) the words "refuse or other types of solid waste" are substituted in §103.2 of Part 1 for the word "refuse"; and the words "refuse collection regulations of Part 1 or Program Regulations of Part 2" are substituted in Part 1 for the words "regulations of the Borough Manager" (or similar words) wherever these words appear in Part 1.

§213.3. It shall be the duty and responsibility of the Borough Manager and the Refuse Collection and Recyclable-Collection Department Officers:

(a) to carry out the intent, purposes and functions of Part 1, this Part 2, the refuse collection regulations of Part 1, and the Program Regulations of this Part 2; (b) to administer and enforce the provisions of Part 1, this Part 2, the refuse collection regulations of Part 1, and the Program Regulations of this Part 2; and (c) to make such inspections, tests and decisions, and to issue such notices and orders, as are necessary or appropriate to ensure that compliance is had with Part 1, this Part 2, the refuse collection regulations of Part 1, and the Program Regulations of this Part 2.

§213.4. Because this Part 2 is auxiliary to Part 1 and because Part 1 and Part 2 are intended to be mutually reciprocal and complementary, the provisions of §§103.2 and 103.3 of Part 1 shall govern the administration and enforcement of this Part 2 and the Program Regulations of this Part 2; and the provisions of §103.4 (Appeals) of Part 1 shall be applicable to and govern appeals under this Part 2.

(Ord. 91-5, 10/16/1991)

§216. Severability and Savings Clause. The provisions of Part 1 of this Chapter 20, this Part 2 of this Chapter 20, the refuse collection regulations of Part 1, and the Program Regulations of this Part 2 are severable; and if any provision of one of the foregoing shall be held to be illegal, invalid or unconstitutional, the decision of the court shall not affect or impair any of the remaining provisions of Part 1, Part 2, the refuse collection regulations of Part 1, and the Program Regulations of Part 2. It is hereby declared to be the intent of the Borough Council that Part 1, Part 2, the refuse collection regulations of Part 1, and the Program Regulations of Part 2 would have been enacted or adopted if such illegal, invalid or unconstitutional provision had not been included. (Ord. 91-5, 10/16/1991)

Union Township

ORDINANCE NO. 2010-2

AN ORDINANCE OF THE TOWNSHIP OF UNION, MIFFLIN COUNTY, PENNSYLVANIA, GOVERNING MUNICIPAL MANAGEMENT OF ON-LOT SUBSURFACE SEWAGE DISPOSAL FACILITIES IN UNION TOWNSHIP, MIFFLIN COUNTY

Be it ordained by the Board of Supervisors of Union Township, Mifflin County, Pennsylvania, as follows:

1. Purpose

A. Short Title: 2010 On Lot Sewage Ordinance of Union Township.

B. In accordance with municipal codes, and Clean Streams Law (Act of June 27, 1937, P.L. 1987, No. 394 as amended, 35 P.S. §§691.1 to 691.10010, and the Pennsylvania Sewage Facilities Act (Act of January 24, 1966, P.L. 1535 as amended, 35 P.S.§750.01 et seq. known as Act 537), it is the power and the duty of Union Township to provide for adequate sewage treatment facilities and for the protection of the public health by preventing the discharge of untreated or inadequately treated sewage. The Act 537 Sewage Facilities Plan for Union Township indicates that it is necessary to formulate and implement a sewage management program to effectively prevent and abate water pollution and hazards to the public health caused by improper treatment and disposal of sewage.

C. The purpose of this ordinance is to provide for the regulation, inspection, maintenance and rehabilitation of on lot sewage disposal systems; to further permit intervention in situations which may constitute a public nuisance or hazard to the public health; and to establish penalties and appeal procedures necessary for the proper administration of a sewage management program. This program shall be administered by the Board of Supervisors.

2. Definitions

A. "Authorized Agent" shall mean a sewage enforcement officer, employee of the Township, professional engineer, plumbing inspector, or any other qualified or licensed person who is authorized to function within specified limits as an agent of the Township to administer or enforce the provisions of this ordinance.

B. "Board" shall mean the Board of Supervisors, Union Township, Mifflin County, Pennsylvania.

C. "Community Sewage System" shall mean any system, whether publicly or privately owned, for the collection of sewage from two or more lots, and the treatment and/or disposal of the sewage on one or more lots or at any other site.

D. "Department" shall mean the Department of Environmental Protection of the Commonwealth of Pennsylvania (DEP).

E. "Individual Sewage System" shall mean a system of piping, tanks or other facilities serving a single lot and collecting and disposing of sewage in whole or in part into the soil or into any waters of this Commonwealth.

F. "Malfunction" shall mean a condition which occurs when an on lot sewage disposal system discharges untreated sewage onto the surface of the ground, into ground waters of this Commonwealth, into surface waters of this Commonwealth, backs up into a building connected to the system or in any manner causes a nuisance or hazard to the public health or pollution of ground or surface water or contamination of public or private drinking water wells. Systems shall be considered to be malfunctioning if any condition noted above occurs for any length of time during any period of the year.

G. "Official Sewage Facilities Plan" shall mean a comprehensive plan for the provisions of adequate sewage disposal systems, adopted by the Board and approved by the Pennsylvania Department of Environmental Protection, pursuant to the Pennsylvania Sewage Facilities Act.

H. "On lot Sewage Disposal System" shall mean any system for disposal of domestic sewage into a subsurface soil absorption area or retaining tank; this term includes both individual sewage systems and community sewage systems, and outhouses.

I. "Person" shall mean any individual, association, public or private corporation for profit or not for profit, partnership, firm, trust, estate, department, board, bureau or agency of the Commonwealth, political subdivision, municipality, district, authority, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. Whenever used in any clause prescribing and imposing a penalty or imposing a fine or imprisonment, the term person shall include the members of an association, partnership or firm and the officers of any local agency or municipal, public or private corporation for profit or not for profit.

J. "Rehabilitation" shall mean work done to modify, alter, repair, enlarge or replace an existing on lot sewage disposal system.

K. "Sewage" shall mean any substance that contains any of the waste products or excrement or other discharge from the bodies of human beings and any noxious or deleterious substance being harmful or inimical to the public health, or to animal or aquatic life, or to the use of water for domestic water supply or for recreation or which constitutes pollution under the Act of June 22, 1937 (P.L. 1987, No. 394), known as "The Clean Streams Law," as amended.

L. "Sewage Enforcement Officer (SEO)" shall mean a person certified by DEP who is employed by the Township, such person is authorized to conduct investigations and inspections, review permit applications, issue or deny permits and do all other activities as may be provided for such person in the Sewage Facilities Act, the rules and regulations promulgated thereunder and this or any other ordinance adopted by the Township.

M. "Sewage Management District" shall mean any area or areas of the Township designated in the Official Sewage Facilities Plan adopted by the Board as an area for which a Sewage Management program is to be implemented.

N. "Sewage Management Program" shall mean a comprehensive set of legal and administrative requirements encompassing the requirements of this ordinance, the Sewage Facilities Act, the Clean Streams Law, the regulations promulgated thereunder and such other requirements adopted by the Board to effectively enforce and administer this ordinance.

O. "Subdivision" shall mean the division or redivision of a lot, tract or other parcel of land into two or more lots, tracts, parcels or other divisions of land, including changes in existing lot lines. The enumerating of lots shall include as a lot that portion of the original tract or tracts remaining after other lots have been subdivided therefrom.

P. "Township" shall mean the Township of Union, Mifflin County, Pennsylvania.

Q. "Qualified pumper/hauler" shall mean those persons authorized by the Township to pump and haul sewage within the Township, and otherwise qualified by the Commonwealth of Pennsylvania.

R. For the purposes of this ordinance, any term which is not defined herein shall have that meaning attributed to it under the Sewage Facilities Act and Regulations promulgated thereto.

S. Union Township on lot sewage management inspection and maintenance zones are designated on a map prepared by Taptich Engineering & Surveying, Inc. recommended on October 5, 2009 and adopted November 1,

2010, as part of this ordinance by reference and containing the date and signatures of the appropriate Township officials.

3. Applicability

From the effective date of this ordinance, its provisions shall apply in any portion of this Township identified in the Official Sewage Facilities Plan as a sewage management district. Within such area or areas, the provisions of this ordinance shall apply to all persons owning any property serviced by an on lot sewage disposal system and to all persons installing or rehabilitating an on lot sewage disposal systems.

4. Permit Requirements

A. No person shall install construct or request bid proposals for construction, or alter an individual sewage system or community sewage system or construct or request bid proposals for construction or install or occupy any building or structure for which an individual sewage system or community sewage system is to be installed without first obtaining a permit from the sewage enforcement officer which permit shall indicate that the site and the plans and specifications of such system are in compliance with the provisions of the Clean Streams Law (35 P.S. §§691.1-691.1001) and the Pennsylvania Sewage Facilities Act (35 P.S. 750.1 et seq.) and the regulations adopted pursuant to those Acts.

B. No system or structure designed to provide individual or community sewage disposal shall be covered from view until approval to cover the same has been given by a sewage enforcement officer. If 72 hours have elapsed, excepting Sundays and Holidays, since the sewage enforcement officer issuing the permit received notification of completion of construction, the applicant may cover said system or structure unless permission has been specifically refused by the sewage enforcement officer.

C. Applicants for sewage permits may be required to notify the sewage enforcement officer of the schedule for construction of the permitted on lot sewage disposal system so that inspection(s) in addition to the final inspection required by the Sewage Facilities Act may be scheduled and performed by a sewage enforcement officer.

D. No building or occupancy permit shall be issued for a new building which will contain sewage generating facilities until a valid sewage permit has been obtained from a sewage enforcement officer.

E. No building or occupancy permit shall be issued and no work shall begin on any alteration or conversion of any existing structure, if said alteration or conversion will result in the increase or potential increase in sewage flows from the structure, until either the structure's owner receives a permit for alteration or replacement of the existing sewage disposal system or until the structure's owner and the appropriate official of the Township receive written notification from sewage enforcement officer that such a permit will not be required. The sewage enforcement officer shall determine whether the proposed alteration or conversion of the structure will result in increased sewage flows.

F. Sewage permits may be issued only by a sewage enforcement officer employed by the Township. DEP shall be notified as to the identity of each sewage enforcement officer employed by the Township.

5. Inspections

A. Any on lot sewage disposal system may be inspected by an authorized agent at any reasonable time as of and after the effective date of this ordinance.

B. Such inspection may include a physical tour of the property, the taking samples from surface water, wells, other groundwater sources, the sampling of the contents of the sewage disposal system itself and/or the introduction of a traceable substance into the interior plumbing of the structure served to ascertain the path and ultimate destination of wastewater generated in the structure.

C. An authorized agent shall have the right to enter upon land for the purposes of inspections described in this section.

D. An initial inspection shall be conducted by an authorized agent not later than the initial dates set forth in Section 7.A. of this Ordinance for each zone for the purpose of determining the type and functional status of each sewage disposal system in the sewage management district. A written report shall be furnished to the owner of each property inspected and a copy of said report shall be maintained in the Township records.

E. A schedule of routine inspections may be established to assure the proper functioning of the sewage systems in the sewage management district.

F. An authorized agent shall inspect systems known to be, or alleged to be, malfunctioning. Should said inspections reveal that the system is indeed malfunctioning, the authorized agent shall order action to be taken to correct the malfunction. If total correction cannot be done in accordance with the regulations of DEP including, but not limited to, those outlined in Chapter 73 of Title 25 of Pennsylvania Code or, is not technically or financially feasible in the

opinion of the authorized agent and a representative of DEP, then action by the property owner to mitigate the malfunction shall be required.

G. If there arises a geographic area where numerous on lot sewage disposal systems are malfunctioning, a resolution of these area wide problems may necessitate detailed planning and a revision to the portion of the Sewage Facilities Plain pertaining to areas affected by such malfunctions. If a DEP authorized Official Sewage Facilities Plan Revision has been undertaken, repair or replacement of individual malfunctioning sewage disposal systems within the area affected by the revision may be delayed, pending the outcome of the plan revision process. However, immediate corrective action will be compelled whenever a malfunction, as determined by Township officials and/or DEP, represents a serious public health or environmental threat.

6. Operation

Only normal domestic wastes shall be discharged into any on lot sewage disposal system. The following shall not be discharged in the system.

1. Industrial waste.
2. Automobile oil and other non-domestic oil.
3. Toxic or hazardous substances or chemical, including but not limited to, pesticides, disinfectants (excluding household cleaners), acids, paints, paint thinners, herbicides, gasoline and other solvents.
4. Clean surface or groundwater, including water from roof or cellar drains, springs, basement sump pumps and French drains.

7. Maintenance

A. Each person owning a building served by an on lot sewage disposal system which contains a septic tank shall have the septic tank pumped by a qualified pumper/hauler per the schedule set forth below. Thereafter that person shall have the tank pumped at least once every five (5) years or whenever an inspection reveals that the septic tank is filled with solids or with scum in excess of 1/3 of the liquid depth of the tank. Receipts from the pumper/hauler shall be submitted to the Township within the prescribe pumper periods. The Township is divided into five (5) districts as shown on the map prepared by Taptich Engineering & Surveying, Inc. recommended on October 5, 2009 and adopted November 1, 2010 as part of this ordinance. Inspections will be by districts as set forth on the map in accordance with the following schedule:

Zone 1 by December 1, 2011 and within every five (5) years thereafter
Zone 2 by December 1, 2012 and within every five (5) years thereafter

Zone 3 by December 1, 2013 and within every five (5) years thereafter
Zone 4 by December 1, 2014 and within every five (5) years thereafter
Zone 5 by December 1, 2015 and within every five (5) years thereafter

Unless otherwise provided in this Ordinance or by approval of the Township, pumping shall be within one (1) year prior to the expiration of the above specified five-year period.

B. The required pumping frequency may be increased at the discretion of an authorized agent if the septic tank is undersized, if solids build up in the tank is above average, if the hydraulic load on the system increases significantly above average, if a garbage grinder is used in the building, if the system malfunctions or for other good cause shown. If any person can prove that such person's septic tank had been pumped within five (5) years of the effective date of this ordinance, then that person's initial required pumping may be delayed to conform to the general five (5) year frequency requirement except where an inspection reveals a need for more frequent pumping frequencies.

C. The Township may allow an extension of up to five (5) years to the pump out period when the owner can satisfactorily demonstrate to the Township that their onlot disposal system can operate properly for this additional period of time. This extension is not automatically renewed, and the owner must individually apply for each extension requested. Such request must be made no sooner than six (6) months prior to the date when the next required pumping is to be completed. The request must be in writing with all supporting documentation attached. The Township, in making its determination, shall take into account the information submitted by the applicant, any sewerage permit issued for the installation or rehabilitation of the system and support documentation, reports on the inspection and maintenance of the system and other relevant information, and may conduct on onsite inspection. The applicant shall bear the cost of any inspection, surface or subsurface, and soil or waste sampling conducted for the purposes of evaluating the request. The applicant shall receive a decision within sixty (60) days of accumulation of all necessary information by the Township, but the application for a time extension shall be automatically denied if no approval is granted within the sixty (60) days.

D. Any person owning a property served by a septic tank shall submit, with each required pumping receipt, a written statement, from the pumper/hauler or from any other qualified individual acceptable to the Township, that the baffles in the septic tank have been inspected and found to be in good working order. Any person whose septic tank baffles are determined to require repair or replacement shall first contact a sewage enforcement officer for approval of the necessary repair.

E. Any person owning a building served by an on lot sewage disposal system which contains an aerobic treatment tank shall follow the operation and maintenance recommendations of the equipment manufacturer. A copy of the manufacturer's recommendations and a copy of the service agreement shall be submitted to the township within six months of the effective date of this ordinance. Thereafter, service receipts shall be submitted to the Township at the intervals specified by the manufacturer's recommendations. In no case may the service or pumping / inspection intervals for aerobic treatment tanks exceed those required for septic tanks.

F. Additional maintenance activity may be required as needed including, but not necessarily limited to, cleaning and unclogging of piping, servicing and the repair of mechanical equipment, leveling of distribution boxes, tanks and lines, removal of obstructing roots or trees, the diversion of surface water away from the disposal area, etc.

G. Only those persons authorized by the Township and licensed by the Commonwealth of Pennsylvania may pump or haul sewage within the Township. Pumper/hauler shall submit a signed receipt to the Township, within seven (7) days of pumping. This receipt shall contain the following information:

- Date of pumping;
- Name and address of system owner;
- Address of tank's location, if different from owner's;
- Description and diagram of the location of the tank, including the location of any markers, risers, and access hatches;
- Size of tank;
- Age of the system;
- Last date of pump out;
- List of other maintenance performed;
- Any indications of system malfunction observed;
- Amount of septage or other solid or semi-solid material removed;
- Cost of pumping services;
- Waste hauler's state license number permitting it to collect and haul septage in the State of Pennsylvania; and
- List of recommendations

The receipt shall be signed by the pumper/hauler certifying that the septage does not contain any of the prohibited substances listed in Section 6 of this Ordinance.

The receipt shall be submitted to the Township office to serve as proof of compliance with the pump out requirements of Section 7. A copy shall be retained by the system owner and a copy shall be submitted to the site or facility accepting the septage for disposal.

8. System Rehabilitation

A. No person shall operate or maintain an on lot sewage disposal system in such a manner that it malfunctions. All liquid wastes, including kitchen and laundry wastes and water softener backwash, shall be discharged to a treatment tank. No sewage system shall discharge untreated or partially treated sewage to the surface of the ground or into the water of the commonwealth unless a permit for such discharge has been obtained from DEP.

B. A written notice of violation shall be issued to any person who is the owner of any property which is found to be served by a malfunctioning on lot sewage disposal system or which is discharging sewage without a permit.

C. Within thirty (30) days of notification by the Township that a malfunction has been identified, the property owner shall make application to the sewage enforcement officer for a permit to repair or replace the malfunctioning system. Within thirty (30) days of receiving the said permit, construction of the permitted repair or replacement shall commence. Within sixty (60) days of the start of construction, the construction shall be completed unless seasonal or unique conditions mandate a longer period, in which case the township shall set an extended completion date.

D. A sewage enforcement officer shall have the authority to require the repair of any malfunction by the following methods: Cleaning, repair or replacement of components of the existing system's treatment tank, expanding the existing disposal areas, replacing the existing disposal area, replacing a gravity distribution system with a pressurized system, replacing the system with a holding tank, or any other alternative appropriate for the specific site.

E. In lieu of, or in combination with, the remedies described in Subsection D above, a sewage enforcement officer may require the installation of water conservation equipment and the institution of water conservation practices in structures served. Water using devices and appliances in the structure may be required to be retrofitted with water saving appurtenances or they may be required to be replaced by water conserving devices.

F. In the event that the rehabilitation measures in Subsections A through E are not feasible or effective, the owner may be required to apply for a permit to install an individual spray irrigation treatment system or the DEP for a single

residence treatment and discharge system. Upon receipt of said permit the owner shall complete construction of the system within thirty (30) days.

G. Should none of the remedies described in this Section be totally effective in elimination of the malfunction of an existing on lot sewage disposal system, the property owner is not absolved of responsibility for that malfunction. The Township may require whatever action is necessary to lessen or mitigate the malfunction to the extent necessary.

9. Liens

The township, upon written notice from a sewage enforcement officer that an imminent health hazard exits due to failure of property owner to maintain, repair or replace an on lot sewage disposal system as provided under the terms of this ordinance, shall have the authority to perform, or contract to have performed, the work required by the sewage enforcement officer. The owner shall be charged for the work performed and, if necessary, a lien shall be entered therefore in accordance with law.

10. Disposal of Septage

A. All septage originating within the sewage management district shall be disposed of in accordance with the requirements of the Solid Waste Management Act (Act 97 of 1980, 35 P.S. §§6018.101 et seq.) and all other applicable laws and at the Union Township Municipal Authority facility located in Belleville, Pennsylvania, or in the event the Union Township Municipal Authority is unable or refuses to accept said septage, then at sites or facilities approved by DEP. Approved sites or facilities shall include the following: septage treatment facilities, wastewater treatment plants, composting sites, and approved farm lands.

B. Pumper/haulers of septage operating within the sewage management district shall operate in a manner consistent with the Pennsylvania Solid Waste Management Act (Act 97 of 1980, 35 P.S. §§ 6018.101, 6018.1003) and all other applicable laws.

11. Administration

A. The Township shall fully utilize those powers it possesses through enabling statutes and ordinances to effect the purposes of this ordinance.

B. The Township shall employ qualified individuals to carry out the provisions of this ordinance. Those employees shall include a sewage enforcement officer and may include an administrator and such other person as

may be necessary. The Township may also contract with private qualified persons or firms as necessary to carry out the provisions of this ordinance.

C. All permits, records, reports, files and other written materials relating to the installation, operation and maintenance and malfunction of on lot sewage disposal systems in the sewage management district shall become property of, and be maintained by, the Township. Existing and future records shall be available for public inspection during regular business hours at the official office of the Township. All records pertaining to sewage permits, building permits, occupancy permits and all other aspects of the sewage management program shall be made available, upon request, for inspection by representatives of DEP.

D. The Township Board shall establish all administrative procedures necessary to properly carry out the provisions of this ordinance.

E. The Township Board may periodically establish a fee schedule, and authorize the collection of fees, to cover the cost to Township of administering this program by resolutions.

12. Appeals

A. Appeals from final decisions of the Township or any of its authorized agents under this ordinance shall be made to the Board of Supervisors in writing within thirty (30) days from the date of written notification of the decision in question.

B. The appellant shall be entitled to a hearing before the Board of Supervisors at its next regularly schedule meeting, if a written appeal is received at least fourteen (14) days of the next regularly scheduled meeting. If the appeal is received within fourteen (14) days of the next regularly scheduled meeting, the appeal shall be heard at the next regularly scheduled meeting. The municipality shall thereafter affirm, modify or reverse the aforesaid decision. The hearing may be postponed for a good cause shown by the appellant or the Township. Additional evidence may be introduced at the hearing provided that it is submitted with the written notice of appeal. A decision shall be rendered in writing within thirty (30) days of the date of the hearing.

13. Penalties: Enforcement as a summary offense

Any person failing to comply with any provision of this ordinance shall be subject to a fine of not less than Five-Hundred dollars ($500) and costs, and not more than One-Thousand dollars ($1,000) and costs, or in default thereof shall be confined in the county jail for a period to the extent allowed by law. Each

day of noncompliance shall constitute a separate offense. Enforcement shall be by action brought before a Magisterial District Judge in the same manner provided for summary offenses with the Pennsylvania Rules of Criminal Procedure.

14. Repealer

All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

15. Severability

If any section or clause of this ordinance shall be adjudged invalid, such adjudication shall not affect the validity of the remaining provisions which shall be deemed severable therefrom.

Ordained and enacted this 20TH day of DECEMBER, 2010.

Board of Supervisors of Union Township

By _____

By _____

By _____

Attest:

_____
Michelle L. Shirey, Township Secretary

Juniata County

Beale Township

Bomgardner + Winder

ORDINANCE NO. 1 OF 1984

An Ordinance providing for the health, safety, and welfare of the residents of the Township by regulating the collection, storage, transportation, processing, and disposal of municipal waste and providing for licensing of waste collectors, charges and penalties for violations.

The Township hereby enacts and ordains as follows:

ARTICLE I

TITLE

Section 1. This Ordinance shall be known as the Beale Township Municipal Waste Ordinance.

ARTICLE II

DEFINITIONS

Section 1. The following words and phrases when used in this Ordinance shall have, unless the context clearly indicates otherwise, the meanings given to them in this Section:

"Applicant" means a person desirous of being licensed as a "Collector".

"Collector" means a person licensed by the Township to collect, transport, and dispose of municipal waste.

"Disposal" means the incineration, deposition, injection, dumping, spilling, leaking, or placing of municipal waste into or on the land or water in a manner that the municipal waste or a constituent of municipal waste enters the environment is emitted into the air or is discharged to the waters of the Commonwealth of Pennsylvania.

"Disposal Area" means any site, location, area, building, structure, transfer station, or premises to be used for municipal waste disposal.

"Institutional Establishment" means any establishment engaged in service to persons including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.

"Junked or Abandoned Vehicle" is a motor vehicle not bearing a currently valid motor vehicle registration, and which is not capable of operation without mechanical repair, adjustment or replacement of a part or parts.

"Management" means the entire process or any part thereof, storage, collection, transportation, processing, treatment, and disposal of municipal wastes by any person engaging in such process.

"Municipal Waste" means any 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 and from community activities, except farm produced manure, other agricultural waste and food processing waste used on land where such materials will improve the condition of the soil, the growth of crops, or the restoration of the land for the same purposes, and any sludge not meeting the definition of residual or hazardous wastes as defined in Pennsylvania Act 97.

"Person" means any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, Federal Government or agency, State institution and agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

"Processing" means any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for off-site reuse. Processing facilities, include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

"Refuse" means all materials which are discarded as useless.

"Storage" means the containment of any waste on a temporary basis in such a manner as not to constitute disposal of such waste. It shall be presumed that the containment of any waste in excess of one year constitutes disposal. This presumption can be overcome by clear and convincing evidence to the contrary.

"Township" shall mean Beale Township, Juniata County, Pennsylvania.

"Transportation" means the off-site removal of any municipal waste at any time after generation.

ARTICLE III

DUMPING

Section 1. It shall be unlawful for any person to store, dump, discard or deposit; or permit the storage, dumping, discarding or depositing of, any municipal waste upon the surface of the ground or underground within the jurisdictional limits of this Township, except in proper containers for purposes of storage or collection, and except where the waste is of such size or shape as not to permit its being placed in such containers.

Section 2. It shall be unlawful for any person to dump or deposit municipal waste in any stream or body of water within the jurisdictional limits of this Township.

Section 3. Nothing contained herein shall be deemed to prohibit any person, not regularly engaged in the business of hauling municipal waste for profit, from hauling such municipal waste on an irregular and unscheduled basis, to any facility permitted by the Commonwealth of Pennsylvania, Department of Environmental Resources.

Section 4. Nothing contained in this Ordinance shall prohibit a farmer from carrying out the normal activities of his farming operation, including composting and spreading of manure or other farm-produced agricultural wastes.

ARTICLE IV

AUTHORIZATION OF COLLECTORS

Section 1. It shall be unlawful for any person, other than such persons as are duly authorized by the Township Supervisors, to collect and transport municipal waste of any nature within or from the Township. Authorization shall be given only as set forth below.

Section 2. Authorization to collect, transport, and dispose of municipal waste for persons other than oneself may be given only by the Township Supervisors through the issuance of a license. All applications for licensing shall be approved in accordance with the following criteria:

A. Licenses may be issued to only those persons who can provide satisfactory evidence that they are capable of providing the necessary services and can comply with the provisions and intent of this Ordinance.

B. At the time of application submission, the applicant shall indicate that he has the appropriate type of sanitary, closed or covered truck with which to collect municipal wastes.

C. Licenses shall be issued on a calendar year basis, but may be revoked at any time by the Supervisors for just cause.

D. Fees for such licenses shall be established by Resolution of the Township Supervisors.

Section 3. The Township Supervisors may authorize other individuals to collect and transport municipal waste in certain instances without a license as required above, but only in the following circumstances:

A. Where, in the opinion of the Township Supervisors, mandatory utilization of the collection system will cause undue hardship on a commercial or industrial establishment in the Township; or,

B. Where it is established that the collection system and/or the municipal hauler(s) are unable to adequately serve the collection needs of a commercial or industrial operation because a unique

type of waste is generated or because special transporting facilities are required to collect and haul the waste.

ARTICLE V

PREPARATION AND STORAGE OF MUNICIPAL WASTE

Section 1. The storage of all municipal waste shall be practiced so as to prevent the attraction, breeding, or harborage of insects or rodents and to prevent conditions which may create potential hazards to the public health or which create fire and other safety hazards, odors, unsightliness or public nuisance.

Section 2. Any person accumulating or storing garbage on private or public property in the Township for any purpose whatsoever (including waste being stored temporarily for door-to-door collection), shall place the same or cause the same to be placed in sanitary closed or covered containers in accordance with the following standards:

A. Containers used for the storage of municipal waste shall be: of metal, plastic or fiberglass construction; rust and corrosion resistant; equipped with lids; waterproof and leakproof; and except in the case of bulk containers, shall not exceed thirty (30) gallons in capacity. Plastic trash bags, if not punctured, may be used to store municipal waste.

B. All containers shall be kept in a sanitary condition and in good repair. Any container that does not conform with this Ordinance or is difficult to handle, or is likely to injure the collector or his employees, or hampers the prompt collection of municipal waste shall be replaced upon notice to the owner of such container.

C. A sufficient number of containers shall be provided to contain all municipal waste materials that are required to be placed in containers generated during periods between regularly scheduled collections.

Section 3. Municipal waste to be collected on a door-to-door basis shall be prepared for such collection in the following manner:

A. All garbage shall be drained of excess liquids and wrapped in paper or be placed in plastic bags before being placed in the waste storage containers previously described, and all ashes shall be free of any burning material before being deposited for collection.

B. Tree, brush, hedge, and similar clippings, including Christmas trees, shall be cut in lengths not to exceed six (6) feet, and shall be bound securely in bundles not to exceed forty (40) pounds in weight before being deposited for collection.

C. Newspapers, magazines, cardboard and boxes not placed in the containers previously described shall be securely tied in bundles

not to exceed six (6) feet in length and forty (40) pounds in weight before being deposited for collection.

D. No person, except the occupants of the property on which a waste container is placed and an authorized collector, shall remove the lids of the container and/or remove the contents thereof.

E. Municipal waste of a highly flammable or explosive nature, or highly infectious or contagious refuse shall not be stored for ordinary collection, but shall be disposed in accordance with the directions of the Township.

Section 4. Containers for door-to-door collection shall be placed in the following manner to facilitate such collection:

A. Containers, other than bulk containers, shall be placed, whenever possible, at ground level and at a point on the curb line of the street, or within no less than ten (10) feet of the public street or alley right-of-way from which collection from a vehicle can be made or at such other locations as may be approved by the licensed collector. Failure to place containers at such locations may result in an additional charge for collection.

B. Bulk containers shall be placed, whenever possible, at ground level and at a point on the property being serviced by the collector that will enable clear and easy access to the container by the collector's vehicle.

ARTICLE VI

DISPOSAL OF MUNICIPAL WASTE

Section 1. All municipal waste produced, collected and transported from within the jurisdiction limits of the Township shall be disposed of at a state permitted facility.

Section 2. It shall be unlawful for a licensed or authorized collector in the Township to dispose of municipal waste collected within the Township at a place other than the permitted facility licensed by the Department of Environmental Resources and in accordance with the Juniata County Solid Waste Plan.

Section 3. The disposal of bulky wastes; such as, but not limited to, refrigerators, stoves, other appliances, pieces of furniture, auto parts, and other household goods and equipment shall be performed by annual collection and in a manner to be designated by the Township and advertised in a newspaper of general circulation.

ARTICLE VII

TRANSPORTATION OF MUNICIPAL WASTE

Section 1. Any person transporting municipal waste within the

Township shall prevent or remedy any spillage from vehicles or containers used in the transport of such municipal waste.

ARTICLE VIII

COLLECTION AND COLLECTION CHARGES

Section 1. Municipal waste to be collected by the licensed hauler shall be prepared for and collected at least once each week, except where conditions beyond the control of the hauler prevent it.

Section 2. Any person or commercial establishment authorized to dispose of their own refuse shall provide for collection at intervals short enough to prevent accumulations of refuse that may be unsafe, unsightly, or potentially harmful to the public health.

Section 3. All agreements for collection, transportation and disposition of municipal waste collected on a door-to-door basis shall be by private contract between the person and the collector. The Township Supervisors may choose to levy an annual municipal waste service fee to ensure proper collection, transportation, and disposal of municipal waste in accordance with the intent of this ordinance, if the private contract arrangements for payment fail.

ARTICLE IX

PENALTIES AND REMEDIES

Section 1. Any person violating any of the provisions of this Ordinance shall be guilty of a summary offense and shall upon conviction thereof before a District Magistrate of County, sentenced to pay a fine of not less than One Hundred and 00/100 ($100.00) Dollars and not more than One Thousand and 00/100 ($1,000.00) Dollars together with the costs of prosecution or to undergo imprisonment in the County Jail for a period of not more than thirty (30) days. Every violator of the provisions of this Ordinance shall be deemed guilty of a separate offense for each and every day such violation shall continue and shall be subject to the penalty imposed by this section for each and every such separate offense.

Section 2. In addition to the foregoing penalty, the Township may require the owner or occupier of a property to remove any accumulation of municipal waste or junked or abandoned motor vehicles, and should said person fail to remove the same within ten (10) days after written notice, the Township may cause the same to be done and collect the costs thereof together with a penalty of 10% of such costs in the manner provided by law for the collection of municipal claims or by action in assumpsit or may seek relief by bill in equity.

ARTICLE X

SEPARABILITY AND AMENDMENT

Section 1. Should any section, paragraph, sentence, clause or phrase

of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

Section 2. This Ordinance shall be subject to all applicable federal, state and local laws, ordinances, rules and regulations including the rules and regulations as set forth by the Department of Environmental Resources, Commonwealth of Pennsylvania.

Section 3. This Ordinance or any part thereof may be amended from time to time in accordance with the procedures established by law.

Section 4. This Ordinance shall become effective on the 10th day of NOVEMBER, 1984.

ORDAINED AND ENACTED THIS 5TH DAY OF NOVEMBER, 1984.

TOWNSHIP OF BEALE

By: _____
Chairman, Board of Supervisors

John C. Hosler
Supervisor

Carl W. Pritzer
Supervisor

ATTEST:

Jessie F. Pritzel
Secretary

Delaware Township

Bomgardner + Wender

ORDINANCE NO. 1985-2.

AN ORDINANCE AMENDING THE TITLE AND CERTAIN SECTIONS OF ORDINANCE NO. 1972-1 OF THIS TOWNSHIP, WHICH REGULATES THE COLLECTION AND DISPOSAL OF RUBBISH, REFUSE, AND GARBAGE BY REQUIRING LICENSES FOR COLLECTORS THEREOF AND PROVIDING FOR PENALTIES FOR VIOLATION OF SAID ORDINANCE. THESE AMENDMENTS EXPAND THE SCOPE OF ORDINANCE NO. 1972-1 TO COVER "MUNICIPAL WASTE" AS DEFINED HEREIN, AND FURTHER DEFINE AND PROVIDE FOR THE LICENSURE OF MUNICIPAL WASTE COLLECTORS AND HAULERS, THE CONDITIONS FOR OBTAINING A PERMIT TO STORE OR DISPOSE OF MUNICIPAL WASTE, THE BASIC STRUCTURE FOR A MUNICIPAL WASTE DISPOSAL SYSTEM, THE REQUIREMENTS FOR PREPARATION AND STORAGE OF MUNICIPAL WASTE, AND THE PENALTIES AND REMEDIES AVAILABLE UPON VIOLATION OF THE PROVISIONS OF THE ORDINANCE.

The Township hereby enacts and ordains as follows:

ARTICLE I

TITLE

Section 1. This Ordinance shall be known as the Delaware Township Municipal Waste Ordinance

ARTICLE II

DEFINITIONS

Section 1. The following words and phrases when used in this Ordinance shall have, unless the context clearly indicates otherwise, the meanings given to them in this Section:

"Applicant" means a person desirous of being licensed as a "Collector".

"Collector" means a person licensed by the Township to collect, transport, and dispose of municipal waste.

"Disposal" means the incineration, deposition, injection, dumping, spilling, leaking, or placing of municipal waste into or on the land or water in a manner that the munciipal waste or constituent of municipal waste enters the environment is emitted into the air or is discharged to the waters of the Commonwealth of Pennsylvania.

"Disposal Area" means any site, location, area, building, structure, transfer station, or premises to be used for municipal waste disposal.

"Institutional Establishment" means any establishment engaged in service to persons including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.

"Junked or Abandoned Vehicle" is a motor vehicle not bearing a currently valid motor vehicle registration, and which is not capable of operation without mechanical repair, adjustment or replacement of a part of parts.

"Management" means the entire process or any part thereof, storage, collection, transportation, processing, treatment, and disposal of municipal wastes by any person engaging in such process.

"Municipal Waste" means any 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 and from community activities, except farm produced manure, other agricultural waste and food processing waste used on land where such materials will improve the condition of the soil, the growth of crops, or the restoration of the land for the same purposes, and any sludge not meeting the definition of residual or hazardous wastes as defined in Pennsylvania Act 97.

"Person" means any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, Federal Government or agency, State institution and agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

"Processing" means any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for off-site reuse. Processing facilities, include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

"Refuse" means all materials which are discarded as useless.

"Storage" means the containment of any waste on a temporary basis in such a manner as not to constitute disposal of such waste. It shall be presumed that the containment of any waste in excess of one year constitutes disposal. This presumption can be overcome by clear and convincing evidence to the contrary.

"Township" shall mean Delaware Township, Juniata County, PA

"Transportation" means the off-site removal of any municipal waste at any time after generation.

ARTICLE III

DUMPING

Section 1. It shall be unlawful for any person to store, dump, discard or deposit; or permit the storage, dumping, discarding or depositing of, any municipal waste upon the surface of the ground or underground within the jurisdictional limits of this Township, except in proper containers for purposes of storage or collection, and except where the waste is of such size or shape as not to permit its being placed in such containers.

Section 2. It shall be unlawful for any person to dump or deposit municipal waste in any stream or body of water within the jurisdictional limits of this Township.

Section 3. Nothing contained herein shall be deemed to prohibit any person, not regularly engaged in the business of hauling municipal waste for profit, from hauling such municipal waste on an irregular and unscheduled basis, to any facility permitted by the Commonwealth of Pennsylvania, Department of Environmental Resources.

Section 4. Nothing contained in this Ordinance shall prohibit a farmer from carrying out the normal activities of his farming operation, including composting and spreading of manure or other farm-produced agricultural wastes.

ARTICLE IV

AUTHORIZATION OF COLLECTORS

Section 1. It shall be unlawful for any person, other than such persons as are duly authorized by the Township Supervisors, to collect and transport municipal waste of any nature within or from the Township. Authorization shall be given only as set forth below.

Section 2. Authorization to collect, transport, and dispose of municipal waste for persons other than oneself may be given only by the Township Supervisors through the issuance of a license. All applications for licensing shall be approved in accordance with the following criteria:

A. Licenses may be issued to only those persons who can provide satisfactory evidence that they are capable of providing the necessary services and can comply with the provisions and intent of this Ordinance.

B. At the time of application submission, the applicant shall indicate that he has the appropriate type of sanitary, closed or covered truck with which to collect municipal wastes.

C. Just cause shall include but not be limited to, revocation of the applicant's license to haul municipal waste for or in any other municipality in the twelve months prior to the time of revocation in this Township.

D. Fees for such licenses shall be established by Resolution of the Township Supervisors.

Section 3. The Township Supervisors may authorize other individuals to collect and transport municipal waste in certain instances without a license as required above, but only in the following circumstances:

A. Where, in the opinion of the Township Supervisors, mandatory utilization of the collection system will cause undue hardship on a commercial or industrial establishment in the Township; or,

B. Where it is established that the collection system and/or the municipal hauler(s) are unable to adequately serve the collection needs of a commercial or industrial operation because a unique type of waste is generated or because special transporting facilities are required to collect and haul the waste.

ARTICLE V

PREPARATION AND STORAGE OF MUNICIPAL WASTE

Section 1. The storage of all municipal waste shall be practiced so as to prevent the attraction, breeding, or harborage of insects or rodents and to prevent conditions which may create potential hazards to the public health or which create fire and other safety hazards, odors, unsightliness or public nuisance.

Section 2. Any person accumulating or storing garbage on private or public property

in the Township for any purpose whatsoever (including waste being stored temporarily for door-to-door collection), shall place the same or cause the same to be placed in sanitary closed or covered containers in accordance with the following standards:

A. Containers used for the storage of municipal waste shall be: of metal, plastic or fiberglass construction; rust and corrosion resistant; equipped with lids; waterproof and leakproof; and except in the case of bulk containers, shall not exceed thirty (30) gallons in capacity. Plastic trash bags, if not punctured, may be used to store municipal waste.

B. All containers shall be kept in a sanitary condition and in good repair. Any container that does not conform with this Ordinance or is difficult to handle, or is likely to injure the collector or his employees, or hampers the prompt collection of municipal waste shall be replaced upon notice to the owner of such container.

C. A sufficient number of containers shall be provided to contain all municipal waste materials that are required to be placed in containers generated during periods between regularly scheduled collections.

Section 3. Municipal waste to be collected on a door-to-door basis shall be prepared for such collection in the following manner:

A. All garbage shall be drained of excess liquids and wrapped in paper or be placed in plastic bags before being placed in the waste storage containers previously described, and all ashes shall be free of any burning material before being deposited for collection.

B. Tree, brush, hedge, and similar clippings, including Christmas trees, shall be cut in lengths not to exceed six (6) feet, and shall be bound securely in bundles not to exceed forty (40) pounds in weight before being deposited for collection.

C. Newspapers, magazines, cardboard and boxes not placed in the containers previously described shall be securely tied in bundles not to exceed six (6) feet in length and forty (40) pounds in weight before being deposited for collection.

D. No person, except the occupants of the property on which a waste container is placed and an authorized collector, shall remove the lids of the container and/or remove the contents thereof.

E. Municipal waste of a highly flammable or explosive nature, or highly infectious or contagious refuse shall not be stored for ordinary collection, but shall be disposed in accordance with the directions of the Township.

Section 4. Containers for door-to-door collection shall be placed in the following manner to facilitate such collection:

A. Containers, other than bulk containers, shall be placed, whenever possible, at ground level and at a point on the curb line of the street, or within no less than ten (10) feet of the public street or alley right-of-way from which collection from a vehicle can be made or at such other locations as may be approved by the licensed collector. Failure to place containers at such locations may result in an additional charge

for collection.

B. Bulk containers shall be placed, whenever possible, at ground level and at a point on the property being serviced by the collector that will enable clear and easy access to the container by the collector's vehicle.

ARTICLE VI

DISPOSAL OF MUNICIPAL WASTE

Section 1. All municipal waste produced, collected and transported from within the jurisdiciton limits of the Township shall be disposed of at a state permitted facility.

Section 2. It shall be unlawful for a licensed or authorized collector in the Township to dispose of municipal waste collected within the Township at a place other than the permitted facility licensed by the Department of Environmental Resources and in accordance with the Juniata County Solid Waste Plan.

Section 3. The disposal of bulky wastes; such as, but not limited to, refrigerators, stoves, other appliances, pieces of furniture, auto parts, and other household goods and equipment shall be performed by annual collection and in a manner to be designated by the Township and advertised in a newspaper of general circulation.

ARTICLE VII

TRANSPORTATION OF MUNICIPAL WASTE

Section 1. Any person transporting municipal waste within the Township shall prevent or remedy any spillage from vehicles or containers used in the transport of such municipal waste.

ARTICLE VIII

COLLECTION AND COLLECTION CHARGES

Section 1. Municipal waste to be collected by the licensed hauler shall be prepared for and collected at least once each week, except where conditions beyond the control of the hauler prevent it.

Section 2. Any person or commercial establishment authorized to dispose of their own refuse shall provide for collection at intervals short enough to prevent accumulations of refuse that may be unsafe, unsightly, or potentially harmful to the public health.

Section 3. All agreement for collection, transportation and disposition of municipal waste collected on a door-to-door basis shall be by private contract between the person and the collector. The Township Supervisors may choose to levy an annual municipal waste service fee to ensure proper collection, transportation, and disposal of municipal waste in accordance with the intent of this ordinance, if the private contract arrangements for payment fail.

ARTICLE IX

PENALTIES AND REMEDIES

Section 1. Any person violating any of the provisions of this Ordinance shall be guilty of a summary offense and shall upon conviction thereof before a District Magistrate of County, sentenced to pay a fine of not less than One Hundred Dollars ($100.00) and not more than One Thousand Dollars ($1,000.00) together with the costs of prosecution or to undergo imprisonment in the County Jail for a period of not more than thirty (30) days. Every violator of the provisions of this Ordinance shall be deemed guilty of a separate offense for each and every day such violation shall continue and shall be subject to the penalty imposed by this section for each and every such separate offense.

Section 2. In addition to the foregoing penalty, the Township may require the owner or occupier of a property to remove any accumulation of municipal waste or junked or abandoned motor vehicles, and should said person fail to remove the same within ten (10) days after written notice, the Township may cause the same to be done and collect the costs thereof together with a penalty of 10% of such costs in the manner provided by law for the collection of municipal claims or by action in assumpsit or may seek relief by bill in equity.

ARTICLE X

SEPARABILITY AND AMENDMENT

Section 1. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

Section 2. This Ordinance shall be subject to all applicable federal, state and local laws, ordinances, rules and regulations including the rules and regulations as set forth by the Department of Environmental Resources, Commonwealth of Pennsylvania.

Section 3. This Ordinance or any part thereof may be amended from time to time in accordance with the procedures established by law.

Section 4. This Ordinance shall become effective on the 7th day of November, 1985.

ORDAINED AND ENACTED THIS 7th DAY OF November, 1985.

TOWNSHIP OF DELAWARE

By: Richard C. Kirkpatrick
Chairman, Board of Supervisors

ATTEST: Kay Kirkpatrick
Secretary

Supervisor

Supervisor

Mifflin Borough

Bomgardner + Winder

ORDINANCE NO. 1982-1

GARBAGE, REFUSE, ASHES AND/OR RUBBISH

An ordinance regulating the manner of collection of garbage, refuse, ashes and/or rubbish for ultimate disposal; regulating the manner of preparing and packing garbage, refuse, ashes and/or rubbish for collection and disposal; providing for the imposition of garbage, refuse, ashes and/or rubbish charges upon owners of improved property located within the Borough; providing for the collection of such garbage, refuse, ashes and/or rubbish charges and for filing of liens therefor; adopting certain rules and regulations and providing for adoption of additional rules and regulations and prescribed penalties for violation thereof.

The Borough of Mifflin hereby ordains as follows:

SECTION 1: This Ordinance shall be known and may be cited as the "Municipal Garbage, Refuse, Ashes and/or Rubbish Collection Service Ordinance of Mifflin Borough".

SECTION 2: The following words and terms, as used in this Ordinance shall have the meanings hereby ascribed hereto, unless the context clearly indicates a different meaning:

"Garbage" shall mean all table refuse, animal and vegetable matter, offal from meat, fish and fowls, fruits, vegetables and parts thereof, and other articles and materials ordinarily used for food which have become unfit for such use or which are for any reason discarded.

"Refuse" shall mean all discarded articles of materials, except sewage, liquid waste and garbage, and including ashes and combustible and noncombustible waste.

"Ashes" shall mean the residue from the burning of wood, coal, coke, or other combustible materials.

"Rubbish" shall mean all combustible and noncombustible waste materials, including paper, rags, boxes, cartons, litter, yard or garden trimmings, tin cans, bottles, crockery, broken or discarded furniture and dust, but excluding the following: ashes and garbage, and dead animals, debris from construction or demolition, excavation fill or excavation waste, the waste or junk or discarded materials or by-products of manufacturing or industrial operations, abandoned equipment or machinery used in manufacturing or industrial operations, abandoned vehicles, explosives or explosive materials, and other types of waste not customarily produced by residential, commercial, business office or institutional uses.

"Person" shall mean any natural person, association, partnership, firm or corporation.

"Commercial" shall mean the use of a premises other than as an improved property.

"Improved property" shall mean any property used for residential purposes upon which there is erected a structure or structures intended for continuous or periodical habitation, occupancy or use by human beings or animals and from which garbage, refuse, ashes and/or rubbish shall be generated.

"Dwelling unit" shall mean one or more rooms in an improved property arranged for occupancy by any person or family.

"Borough" shall mean the Borough of Mifflin, Juniata County, Pennsylvania, a municipality of the Commonwealth of Pennsylvania.

"Council" shall mean the group of elected officials acting as the governing body of the Borough.

SECTION 3: All garbage, refuse, ashes and/or rubbish produced in the Borough of Mifflin shall be collected, transported and disposed of by the Borough or its agents, servants, employees or contractors hired for that purpose and not by any other person.

SECTION 4: The Borough Council shall have charge of the collection, transportation and disposal of all garbage, refuse, ashes and/or rubbish within the Borough. In addition to any other power herein conferred upon it, it shall have the authority to make rules and regulations governing the day of collection, type and location of refuse containers and such other matters pertaining to the collection, transportation and disposal of garbage, refuse, ashes and/or rubbish as it deems necessary, provided that such rules and regulations are not contrary to law or to the provisions of this ordinance.

SECTION 5A: The following pre-collection practices shall be followed:

1. All ashes shall be cold before being placed in ash can.
2. All garbage shall be drained of liquid before it is placed in a garbage can.
3. All rubbish shall be drained of liquid before it is placed with garbage in a garbage can or before it is placed in a rubbish can or other rubbish storage container. All bottles, cans, cartons or crockery shall be thoroughly rinsed and drained of liquid before being placed with garbage in a garbage can or before being placed in a rubbish can or other rubbish storage container.
4. Waste paper, yard or garden trimmings, Christmas trees, broken or discarded furniture and similar types of rubbish, if not so cut or broken up so as to be able to be placed with garbage in a garbage can or placed in a rubbish can, shall be cut into lengths not to exceed 4 feet

and shall be securely tied in a bundle not larger than 2 feet wide, 2 feet high and 4 feet long and not weighing more than 40 pounds.

B. Ash Cans, Garbage Cans, Rubbish Cans and Other Rubbish Storage Containers:

1. Ash cans shall be made of durable, corrosion-resistant metal; shall have a capacity of not more than 30 gallons or 40 pounds when filled; shall be sturdy enough to withstand cracking, splitting or breaking under normal conditions of use; shall be equipped with a tight-fitting cover or lid which will resist being blown off by wind or knocked off if the ash can is dropped or toppled, shall be equipped with two handles so as to enable one man to lift, carry or empty the ash can; and shall not be filled to the point that the cover or lid cannot be put on the can or remain securely in place. Ash cans shall be kept in good condition and shall be maintained free of ragged or sharp edges or any other defect likely to injure a man or hamper him in lifting, carrying or emptying the can.

2. Garbage cans shall be made of durable, noncombustible corrosion-resistant metal or plastic material, shall have a capacity of not more than 30 gallons or 40 pounds when filled; shall be watertight and sturdy enough to withstand cracking, splitting or breaking under normal conditions of use; shall be equipped with a tight-fitting cover or lid which will resist being blown off by wind or knocked off if the garbage can is dropped or toppled; shall be equipped with two handles so as to enable one man to lift, carry or empty the can, and shall not be filled to the point that the cover or lid cannot be put on the can or remain securely in place. Garbage cans shall be kept in good condition; shall be maintained free of ragged or sharp edges or any other defect likely to injure a man or hamper him in lifting, carrying or emptying the can; and shall be kept clean and sanitary so as to prevent the emission of offensive odors, the breeding of flies or maggots or mosquitoes and the attraction or harboring of vermin.

3. Rubbish cans or other rubbish storage containers shall be such as are sturdy enough to withstand cracking, splitting or breaking when lifted, carried or emptied; shall be so covered, equipped, tied or secured that the rubbish in the can or the container will not be spilled if the can or container is dropped or toppled; shall have a capacity of not more than 30 gallons or 40 pounds when filled; shall have some suitable handhold so as to enable one man to lift, carry or empty the can or the container; and shall be filled or secured so that no object punches through the can or container so as to injure a man or hamper him in lifting, carrying or emptying the can or container. For the purposes of this subparagraph (3), a rubbish storage container may consist of a disposable

plastic bag, a disposable cardboard box or wooden box or the like. However, no garbage shall be placed with rubbish in a rubbish storage container unless the rubbish storage container is a rubbish which meets the standards required for a garbage can as set forth in subparagraph (2), above.

4. It shall be the responsibility of the owner of an apartment house, boarding house or rooming house, conversion apartment house, multi-family house, hotel, tourist cabin court, automobile court, motel or trailer camp to provide ash cans and garbage cans for the occupants. Rubbish cans or other rubbish storage containers shall be provided by the owner unless otherwise agreed to between the owner and the occupants. In all other cases, ash cans and garbage cans, and rubbish cans or other rubbish storage containers, shall be provided by the occupant unless otherwise agreed to between the owner and the occupant.

C. Prohibited Deposits and Accumulations and Unlawful Interference:

1. No person shall deposit, discharge or throw garbage, refuse, ashes and/or rubbish into any river, stream or run; into any storm water sewer or into the gutter, curbs or inlets which flow or wash into a storm water sewer; or into or onto any sidewalk, street, alley, mall or other ground, whether public or private.

2. No person shall allow his garbage, refuse, ashes and/or rubbish to be so accumulated prior to collection, or so stored or harbored prior to collection, that the accumulated storage or harboring for lack of adequate ash cans, garbage cans or rubbish containers or for lack of adequate safeguards in light of the location or place where the garbage, refuse, ashes and/or rubbish is accumulated, stored or harbored, creates a fire, health or safety hazard or substantially increases the risk of a fire, accident or injury.

3. No person -- other than the refuse container and the person who owns the ash cans, garbage cans or rubbish cans or other rubbish storage containers (or the bundles of rubbish permitted under paragraph A-4 of this Section 4) or the person for whose benefit cans or containers are provided or maintained -- shall remove the covers or lids from such cans or containers, or carry, empty or remove such cans, containers or bundles or interfere with the uses for which such cans, containers or bundles are intended.

SECTION 6: Collection practices shall be as follows:

A. Garbage, refuse, ashes and/or rubbish produced in dwelling units shall be collected one time each week on a day to be determined by Borough Council. Should highway conditions be such that collection

on the regular day cannot be accomplished, collection shall be made on the first day thereafter that the highways are passable. Said garbage, refuse, ashes and/or rubbish shall be placed in containers as hereinabove provided and shall be placed on the curb line of each street or the property line adjoining each alley along the established route. Any change in collection days, including any change in collection days mandated by adverse weather conditions shall be publicized by CONTRACTOR through announcements on radio station WJUN as soon as is practicable.

B. Garbage, refuse, ashes and/or rubbish produced in commercial establishments shall be collected as the need arises by arrangements between the commercial establishment and the Borough Council or its agents, servants, employees or contractors. Any and all such agreements established under subsection 6B shall be approved by Borough Council and all such agreements shall be conditioned on approval by Borough Council.

C. Highly inflammable or explosive materials shall not be placed in containers for regular collection but shall be disposed of as directed by the Borough Council or its nominee at the expense of the owner or possessor thereof.

SECTION 7: Annual garbage, refuse, ashes and/or rubbish charges as hereinafter established shall be imposed upon and shall be collected from the owner of each improved property located within the Borough in which garbage, refuse, ashes and/or rubbish is generated during any quarter-annum or part thereof. Such charges shall commence and shall be effective on and shall be payable quarterly, in advance, as hereinafter provided. Each dwelling unit located on one improved property or in one building shall be billed and considered as a separate unit irrespective of the fact that each such dwelling unit on such improved property or in such building shall be owned by the same person. Garbage, refuse, ashes and/or rubbish charges for any dwelling unit shall be at the flat rate of $ per quarter-annum, payable in advance. No garbage, refuse, ashes and/or rubbish charges shall be imposed upon, nor shall be collected for a dwelling unit from which no garbage, refuse, ashes and/or rubbish shall be generated, if an affidavit, under oath, shall be filed with the Borough Secretary to that effect. Rates established hereunder are to be effective on a calendar year basis with any changes in said rates to become effective at the commencement of the next succeeding calendar year following the rate change.

SECTION 8: Garbage, refuse, ashes and/or rubbish charges payable by commercial establishments shall be established by agreement between the Borough, or its agents, servants, employees or contractors hired for that purpose and the commercial establishment on the basis of quantity and frequency of collection. Any and all such agreements established under subsection 6B shall be approved by Borough Council and all such agreements shall be conditioned on approval by Borough Council.

SECTION 9: Bills with respect to dwelling units shall be rendered

each calendar quarter on the first days of October, January, April and July of each year for services rendered during the next succeeding quarter-annum. All bills shall be due and payable without penalty on the day, after mailing or delivery by or on behalf of the Borough to the person responsible for payment thereof. If quarterly bills shall not be paid within fifteen (15) days after such shall become due and payable, a penalty of % shall be added. Payments mailed and post-marked on or before such fifteenth (15th) day shall be deemed to be payable within the period allowed for payment without penalty. If such fifteenth (15th) day shall be a legal holiday or a Sunday, payments made on or mailed and postmarked on the next succeeding usiness day not a holiday shall be deemed to be payments within the period allowed for payment without penalty. Every owner of improved property shall provide the Borough with and thereafter shall keep the Borough advised of his correct address. Failure of any person to receive bills for garbage, refuse, ashes and/or rubbish charges shall not be considered an excuse for non-payment nor shall such a failure result in an extension of the period of time during which such bills shall be payable without penalty.

SECTION 10: All bills with respect to commercial establishments shall be rendered as agreed to between the Borough, or its agents, servants, employees or contractors hired for that purpose and the commercial establishment.

SECTION 11: No person shall deposit garbage, refuse, ashes and/or rubbish or cause garbage, refuse, ashes and/or rubbish to be deposited in any street, alley or other public place or in any stream or body of water or upon private property whether owned by such person or not within the Borough except it be in proper receptacles for collection, nor shall any person molest, collect, transport through the streets, or interfere with receptacles containing garbage, refuse, ashes and/or rubbish designated for collection by the Borough Council, its agents, servants, employees or contractors hired for that purpose or to those persons to whom the Borough Council has granted specific permits therefor

SECTION 12: No person shall deposit garbage, refuse, ashes and/or rubbish or cause garbage, refuse, ashes and/or rubbish that have not been generated within the limits of the Borough to be placed for collection under the terms of this Ordinance.

SECTION 13: Any vehicle transporting or collecting garbage, refuse, ashes and/or rubbish over the streets, alleys and thoroughfares of the Borough shall be provided with a cover and so operated as to prevent dirt, debris, garbage, refuse, ashes and/or rubbish from being scattered, spilled, dropped or blown therefrom. It shall be unlawful to scatter, spill, dump or drop or permit to be scattered, spilled, dumped or dropped any dirt, debris, garbage, refuse, ashes and/or rubbish upon the streets, alleys and thoroughfares of the Borough whether from a vehicle or otherwise.

SECTION 14: The garbage, refuse, ashes and/or rubbish charges hereby imposed by this Ordinance shall be a lien on the improved property from date such charges become due and payable. All charges

hereby imposed, which shall not be paid after fifteen (15) days as provided in Section 9 of this Ordinance shall be entered as a lien against the improved property concerned, which lien shall be filed in the office of the Prothonotary of the Court of Common Pleas of the 41st Judicial District of Pennsylvania, Juniata County Branch, in the same manner provided by law for the filing of the municipal claims. In addition to such municipal lien, the Borough shall have the authority to collect any and all delinquent bills in any manner permitted and authorized by law including an action of assumpsit.

SECTION 15: The Borough reserves the right to adopt and from time to time this Borough may adopt such additional rules and regulations as it shall deem necessary and proper, which rules and regulations shall be construed as a part of this Ordinance.

SECTION 16: In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provisions, section, sentence, clause or part of this Ordinance; it being the intent of the Borough that such remainder shall be and shall remain in full force and effect.

SECTION 17: Any person, firm or corporation violating any of the provisions of this Ordinance shall upon conviction thereof in a summary proceeding be sentenced to pay a fine of not more than Two Hundred and 00/100 ($200.00) Dollars and the costs of prosecution, provided, nevertheless, that each day's violation of any of the provisions of this Ordinance shall constitute a separate offense.

SECTION 18: This Ordinance shall become effective days from the date of enactment.

Enacted and Ordained this 7th day of June, 1982.

BOROUGH COUNCIL OF BOROUGH OF MIFFLIN

By [illegible]
President

ATTEST:

Susan M. Shapaly (SEAL)
Secretary

Read and approved by me this 7th day of June, 1982.

Ruth C. Waters
Mayor

Mifflintown Borough

Does not mention Juniata County Plan Randall Zimmerman

ORDINANCE NO. 1 of 1982

GARBAGE, REFUSE, ASHES AND/OR RUBBISH

An ordinance regulating the manner of collection of garbage, refuse, ashes and/or rubbish for ultimate disposal; regulating the manner of preparing and packing garbage, refuse, ashes and/or rubbish for collection and disposal; providing for the imposition of garbage, refuse, ashes and/or rubbish charges upon owners of improved property located within the Borough; providing for the collection of such garbage, refuse, ashes and/or rubbish charges and for filing of liens therefor; adopting certain rules and regulations and providing for adoption of additional rules and regulations and prescribed penalties for violation thereof.

The Borough of Mifflintown hereby ordains as follows:

SECTION 1: This Ordinance shall be known and may be cited as the "Municipal Garbage, Refuse, Ashes and/or Rubbish Collection Service Ordinance of Mifflintown Borough".

SECTION 2: The following words and terms, as used in this Ordinance shall have the meanings hereby ascribed hereto, unless the context clearly indicates a different meaning:

"Garbage" shall mean all table refuse, animal and vegetable matter, offal from meat, fish and fowls, fruits vegetables and parts thereof, and other articles and materials ordinarily used for food which have become unfit for such use or which are for any reason discarded.

"Refuse" shall mean all discarded articles of materials, except sewage, liquid waste and garbage, and including ashes and combustible and noncombustible waste.

"Ashes" shall mean the residue from the burning of wood, coal, coke, or other combustible materials.

"Rubbish" shall mean all combustible and noncombustible waste materials, including paper, rags, boxes, cartons, litter, yard or garden trimmings, tin cans, bottles, crockery, broken or discarded furniture and dust, but excluding the following: ashes and garbage, and dead animals, debris from construction or demolition, excavation fill or excavation waste, the waste or junk or discarded materials or by-products of manufacturing or industrial operations, abandoned equipment or machinery used in manufacturing or industrial operations, abandoned vehicles, explosives or explosive materials, and other types of waste not customarily produced by residential, commercial, business office or institutional uses.

"Person" shall mean any natural person, association, partnership, firm or corporation.

"Commercial" shall mean the use of a premises other than as an improved property.

"Improved Property" shall mean any property used for residential purposes upon which there is erected a structure or structures intended for continuous or periodical habitation, occupancy or use by human beings or animals and from which garbage, refuse, ashes and/or rubbish shall be generated.

"Dwelling Unit" shall mean one or more rooms in an improved property arranged for occupancy by any person or family.

"Borough" shall mean the Borough of Mifflintown, Juniata County, Pennsylvania, a municipality of the Commonwealth of Pennsylvania.

"Council" shall mean the group of elected officials acting as the governing body of the Borough.

SECTION 3: All garbage, refuse, ashes and/or rubbish generated in the Borough of Mifflintown shall be collected, transported and disposed of by the Borough or its agents, servants, employees or contractors hired for that purpose and not by any other person.

SECTION 4: The Borough Council shall have charge of the collection, transportation and disposal of all garbage, refuse, ashes and/or rubbish within the Borough. In addition to any other power herein conferred upon it, it shall have the authority to make rules and regulations governing the day of collection, type and location of refuse containers and such other matters pertaining to the collection, transportation and disposal of garbage, refuse, ashes and/or rubbish as it deems necessary, provided that such rules and regulations are not contrary to law or to the provisions of this ordinance.

SECTION 5A: The following pre-collection practices shall be followed:

1. All ashes shall be cold before being placed in ash can.
2. All garbage shall be drained of liquid before it is placed in a garbage can.
3. All rubbish shall be drained of liquid before it is placed with garbage in a garbage can or before it is placed in a rubbish can or other rubbish storage container. All bottles, cans, cartons or crockery shall be thoroughly rinsed and drained of liquid before being placed with garbage in a garbage can or before being placed in a rubbish can or other rubbish storage container.
4. Waste paper, yard or garden trimmings, Christmas trees, broken or discarded furniture and similar types of rubbish, if not so cut or broken up so as to be able to be placed with garbage in a garbage can or placed in a rubbish can, shall be cut into lengths not to exceed 4 feet and shall be securely tied in a bundle not larger than 2 feet wide, 2 feet high and 4 feet long and not weighing more than 40 pounds.

B. Ash Cans, Garbage Cans, Rubbish Cans and Other Rubbish Storage Containers:

1. Ash cans shall be made of durable, corrosion-resistant metal; shall have a capacity of not more than 30 gallons or 40 pounds when filled; shall be sturdy enough to withstand cracking, splitting or breaking under normal conditions of use, shall be equipped with a tight-fitting cover or lid which will resist being blown off by wind or knocked off if the ash can is dropped or toppled, shall be equipped with two handles so as to enable one man to lift, carry or empty the ash can; and shall not be filled to the point that the

cover or lid cannot be put on the can or remain securely in place. Ash cans shall be kept in good condition and shall be maintained free of ragged or sharp edges or any other defect likely to injure a man or hamper him in lifting, carrying or emptying the can.

2. Garbage cans shall be made of durable, noncombustible corrosion-resistant metal or plastic material, shall have a capacity of not more than 30 gallons or 40 pounds when filled; shall be watertight and sturdy enough to withstand cracking, splitting or breaking under normal conditions of use; shall be equipped with a tight-fitting cover or lid which will resist being blown off by wind or knocked off if the garbage can is dropped or toppled; shall be equipped with two handles so as to enable one man to lift, carry or empty the can, and shall not be filled to the point that the cover or lid cannot be put on the can or remain securely in place. Garbage cans shall be kept in good condition; shall be maintained free of ragged or sharp edges or any other defect likely to injure a man or hamper him in lifting, carrying or emptying the can; and shall be kept clean and sanitary so as to prevent the emission of offensive odors, the breeding of flies or maggots or mosquitoes and the attraction or harboring of vermin.

3. Rubbish cans or other rubbish storage containers shall be such as are sturdy enough to withstand cracking, splitting or breaking when lifted, carried or emptied; shall be so covered, equipped, tied or secured that the rubbish in the can or the container will not be spilled if the can or container is dropped or toppled, shall have a capacity of not more than 30 gallons or 40 pounds when filled, shall have some suitable handhold so as to enable one man to lift, carry or empty the can or the container; and shall be filled or secured so that no object punches through the can or container so as to injure a man or hamper him in lifting, carrying or emptying the can or container. For the purposes of this subparagraph (3), a rubbish storage container may consist of a disposable plastic bag, a disposable cardboard box or wooden box or the like. However, no garbage shall be placed with rubbish in a rubbish storage container unless the rubbish storage container is a rubbish which meets the standards required for a garbage can as set forth in subparagraph (2), above.

4. It shall be the responsibility of the owner of an apartment house, boarding house or rooming house, conversion apartment house, multi-family house, hotel, tourist cabin court, automobile court, motel or trailer camp to provide ash cans and garbage cans for the occupants. Rubbish cans or other rubbish storage containers shall be provided by the owner unless otherwise agreed to between the owner and the occupants. In all other cases, ash cans and garbage cans, and rubbish cans or other rubbish storage containers, shall be provided by the occupant unless otherwise agreed to between the owner and the occupant.

C. Prohibited Deposits and Accumulations and Unlawful Interference:

1. No person shall deposit, discharge or throw garbage, refuse, ashes and/or rubbish into any river, stream or run; into any storm water sewer or into the gutter, curbs or inlets which flow or wash into a storm water sewer; or into or onto any sidewalk, street, alley, mall or other ground, whether public or private.

2. No person shall allow his garbage, refuse, ashes and/or rubbish to be so accumulated prior to collection, or so stored or harbored prior to collection, that the accumulated storage or harboring for lack of adequate ash cans, garbage cans or rubbish containers or for lack of adequate safeguards in light of the location or place where the garbage, refuse, ashes and/or rubbish is accumulated, stored or harbored, creates a fire, health or safety hazard or substantially increases the risk of a fire, accident or injury.

3. No person -- other than the refuse collector and the person who owns the ash cans, garbage cans or rubbish cans or other rubbish storage containers (or the bundles of rubbish permitted under paragraph A-4 of this Section 4) or the person for whose benefit cans or containers are provided or maintained -- shall remove the covers or lids from such cans or containers, or carry, empty or remove such cans, containers or bundles or interfere with the uses for which such cans, containers or bundles are intended.

SECTION 6: Collection practices shall be as follows:

A. Garbage, refuse, ashes and/or rubbish produced in dwelling units shall be collected one time each week on a day to be determined by Borough Council. Should highway conditions be such that collection on the regular day cannot be accomplished, collection shall be made on the first day thereafter that the highways are passable. Said garbage, refuse, ashes and/or rubbish shall be placed in containers as hereinabove provided and shall be placed on the curb line of each street or the property line adjoining each alley along the established route. Any change in collection days, including any change in collection days mandated by adverse weather conditions shall be publicized by CONTRACTOR through announcements on radio station WJUN as soon as is practicable.

B. Garbage, refuse, ashes and/or rubbish produced in commercial establishments shall be collected as the need arises by arrangements between the commercial establishment and the Borough Council or its agents, servants, employees or contractors. Any and all such agreements established under subsection 6B shall be approved by Borough Council and all such agreements shall be conditioned on approval by Borough Council.

C. Highly inflammable or explosive materials shall not be placed in containers for regular collection but shall be disposed of as directed by the Borough Council or its nominee at the expense of the owner or possessor thereof.

SECTION 7: Annual garbage, refuse, ashes and/or rubbish charges as hereinafter established shall be imposed upon and shall be collected from the owner of each improved property located within the Borough in which garbage, refuse, ashes and/or rubbish is generated during any quarter-annum or part thereof. Such charges shall commence and shall be effective on and shall be payable quarterly, in advance, as hereinafter provided. Each dwelling unit located on one improved property or in one building shall be billed and considered as

a separate unit irrespective of the fact that each such dwelling unit on such improved property or in such building shall be owned by the same person. Garbage, refuse, ashes and/or rubbish charges for any dwelling unit shall be at the flat rate of $ per quarter-annum, payable in advance. No garbage, refuse, ashes and/or rubbish charges shall be imposed upon, nor shall be collected for a dwelling unit from which no garbage, refuse, ashes and/or rubbish shall be generated, if an affidavit, under oath, shall be filed with the Borough Secretary to that effect. Rates established hereunder are to be effective on a calendar year basis with any changes in said rates to become effective at the commencement of the next succeeding calendar year following the rate change.

SECTION 8: Garbage, refuse, ashes and/or rubbish charges payable by commercial establishments shall be established by agreement between the Borough, or its agents, servants, employees or contractors hired for that purpose and the commercial establishment on the basis of quantity and frequency of collection. Any and all such agreements established under subsection 6B shall be approved by Borough Council and all such agreements shall be conditioned on approval by Borough Council.

SECTION 9: Bills with respect to dwelling units shall be rendered each calendar quarter on the first days of October, January, April and July of each year for services rendered during the next succeeding quarter-annum. All bills shall be due and payable without penalty on the day, after mailing or delivery by or on behalf of the Borough to the person responsible for payment thereof. If quarterly bills shall not be paid within fifteen (15) days after such shall become due and payable, a penalty of % shall be added. Payments mailed and postmarked on or before such fifteenth (15th) day shall be deemed to be payable within the period allowed for payment without penalty. If such fifteenth (15th) day shall be a legal holiday or a Sunday, payments made on or mailed and postmarked on the next succeeding business day not a holiday shall be deemed to be payments within the period allowed for payment without penalty. Every owner of improved property shall provide the Borough with and thereafter shall keep the Borough advised of his correct address. Failure of any person to receive bills for garbage, refuse, ashes and/or rubbish charges shall not be considered an excuse for non-payment nor shall such a failure result in an extension of the period of time during which such bills shall be payable without penalty.

SECTION 10: All bills with respect to commercial establishments shall be rendered as agreed to between the Borough, or its agents, servants, employees or contractors hired for that purpose and the commercial establishment.

SECTION 11: No person shall deposit garbage, refuse, ashes and/or rubbish or cause garbage, refuse, ashes and/or rubbish to be deposited in any street, alley or other public place or in any stream or body of water or upon private property whether owned by such person or not within the Borough except it be in proper receptacles for collection, nor shall any person molest, collect, transport through the streets, or interfere with receptacles containing garbage, refuse, ashes and/or rubbish designated for collection by the Borough Council, its agents, servants, employees or contractors hired for that purpose or to those persons to whom the Borough Council has granted specific permits therefor.

SECTION 12: No person shall deposit garbage, refuse, ashes and/or rubbish or cause garbage, refuse, ashes and/or rubbish that have not been generated within the limits of the Borough to be placed for collection under the terms of this Ordinance.

SECTION 13: Any vehicle transporting or collecting garbage, refuse, ashes and/or rubbish over the streets, alleys and thoroughfares of the Borough shall be provided with a cover and so operated as to prevent dirt, debris, garbage, refuse, ashes and/or rubbish from being scattered, spilled, dropped or blown therefrom. It shall be unlawful to scatter, spill, dump or drop or permit to be scattered, spilled, dumped or dropped any dirt, debris, garbage, refuse, ashes and/or rubbish upon the streets, alleys and thoroughfares of the Borough whether from a vehicle or otherwise.

SECTION 14: The garbage, refuse, ashes and/or rubbish charges hereby imposed by this Ordinance shall be a lien on the improved property from date such charges become due and payable. All charges hereby imposed, which shall not be paid after fifteen (15) days as provided in Section 9 of this Ordinance shall be entered as a lien against the improved property concerned, which lien shall be filed in the office of the Prothonotary of the Court of Common Pleas of the 41st Judicial District of Pennsylvania, Juniata County Branch, in the same manner provided by law for the filing of the municipal claims. In addition to such municipal lien, the Borough shall have the authority to collect any and all delinquent bills in any manner permitted and authorized by law including an action of assumpsit.

SECTION 15: The Borough reserves the right to adopt and from time to time this Borough may adopt such additional rules and regulations as it shall deem necessary and proper, which rules and regulations shall be construed as a part of this Ordinance.

SECTION 16: In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provisions, section, sentence, clause or part of this Ordinance; it being the intent of the Borough that such remainder shall be and shall remain in full force and effect.

SECTION 17: Any person, firm or corporation violating any of the provisions of this Ordinance shall upon conviction thereof in a summary proceeding be sentenced to pay a fine of not more than Two hundred ($200) Dollars and the costs of prosecution, provided, nevertheless, that each day's violation of any of the provisions of this Ordinance shall constitute a separate offense.

SECTION 18: This Ordinance shall become effective 7 days from the date of enactment.

Enacted and Ordained this 3rd day of May, 1982.

BOROUGH COUNCIL OF BOROUGH OF MIFFLINTOWN

By Frederick C Powell
President

Attest:

Lowell B McNaught (SEAL)
Secretary

Read and approved by me this 3rd day of May, 1982.

Larry B. Letts
Mayor

Port Royal Borough

ORDINANCE NO. 1985 - 2

An Ordinance providing for the health, safety, and welfare of the residents of the Borough by regulating the collection, storage, transportation, processing, and disposal of municipal waste and providing for licensing of waste collectors, charges and penalties for violations.

The Borough hereby enacts and ordains as follows:

ARTICLE I

TITLE

Section 1. This Ordinance shall be known as the PORT ROYAL BOROUGH Municipal Waste Ordinance.

ARTICLE II

DEFINITIONS

Section 1. The following words and phrases when used in this Ordinance shall have, unless the context clearly indicates otherwise, the meanings given to them in this Section:

"APPLICANT" means a person desirous of being licensed as a "Collector".

"COLLECTOR" means a person licensed by the Borough to collect, transport, and dispose of municipal waste.

"DISPOSAL" means the incineration, deposition, injection, dumping, spilling, leaking, or placing of municipal waste into or on the land or water in a manner that the municipal waste or a constituent of municipal waste enters the environment is emitted into the air or is discharge to the waters of the Commonwealth of Pennsylvania.

"DISPOSAL AREA" means any site, location, area, building, structure, transfer station, or premises to be used for municipal waste disposal.

"INSTITUTIONAL ESTABLISHMENT" means any establishment engaged in service to persons including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.

"JUNKED OR ABANDONED VEHICLE" is a motor vehicle not bearing a currently valid motor vehicle registration, and which is not capable of operation without mechanical repair, adjustment or replacement of a part or parts.

"MANAGEMENT" means the entire process or any part thereof, storage, collection, transportation, processing, treatment, and disposal of municipal wastes by any person engaging in such process.

"MUNICIPAL WASTE" means any 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 and from community activities, except farm produced manure, other agricultural waste and food processing waste used on land where such materials will improve the condition of the soil, the growth of crops, or the restoration of the land for the same purposes, and any sludge not meeting the definition of residual or hazardous wastes as defined in Pennsylvania Act 97.

"PERSON" means any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, Federal Government or agency, State institution and agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

"PROCESSING" means any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for off-site reuse. Processing facilities, include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

"REFUSE" means all materials which are discarded as useless.

"BOROUGH" shall mean Port Royal Borough, Juniata County, Pennsylvania.

"TRANSPORTATION" means the off-site removal of any municipal waste at any time after generation.

ARTICLE III

DUMPING

Section 1. It shall be unlawful for any person to store, dump, discard or deposit; or permit the storage, dumping, discarding or depositing of, any municipal waste upon the surface of the ground or underground within the jurisdictional limits of this Borough, except in proper containers for purposes of storage or collection, and except where the waste is of such size or shape as not to permit its being placed in such containers.

Section 2. It shall be unlawful for any person to dump or deposit municipal waste in any stream or body of water within the jurisdictional limits of this Borough.

Section 3. Nothing contained herein shall be deemed to prohibit any person, not regularly engaged in the business of hauling municipal waste for profit, from hauling such municipal waste on an irregular and unscheduled basis, to any facility permitted by the Commonwealth of Pennsylvania, Department of Environmental Resources.

ARTICLE IV

AUTHORIZATION OF COLLECTORS

Section 1. It shall be unlawful for any person, other than such persons as are duly authorized by the Borough Council, to collect and transport municipal waste of any nature within or from the Borough. Authorization shall be given only as set forth below.

Section 2. Authorization to collect, transport, and dispose of municipal waste for persons other than oneself may be given only by the Borough Council through the issuance of a license. All applications for licensing shall be approved in accordance within the following criteria:

A. Licenses may be issued to only those persons who can provide satisfactory evidence that they are capable of providing the necessary services and can comply with the provisions and intent of this Ordinance.

B. At the time of application submission, the applicant shall indicate that he has the appropriate type of sanitary, closed or covered truck with which to collect municipal wastes.

C. Licenses shall be issued on a calendar year basis, but may be revoked at any time by the Council for just cause.

D. Fees for such licenses shall be established by Resolution of the Borough Council.

Section 3. The Borough Council may authorize other individuals to collect and transport municipal waste in certain instances without a license as required above, but only in the following circumstances:

A. Where, in the opinion of the Borough Council, mandatory utilization of the Collection system will cause undue hardship on a commercial or industrial establishment in the Borough:or,

B. Where it is established that the collection system and/or the municipal hauler(s) are unable to adequately serve the collection needs of a commercial or industrial operation because a unique type of waste is generated or because special transporting facilities are required to collect and haul the waste.

ARTICLE V

PREPARATION AND STORAGE OF MUNICIPAL WASTE

Section 1. The storage of all municipal waste shall be practiced so as to prevent the attraction, breeding, or harborage of insects or rodents and to prevent conditions which may create potential hazards to the public health or which create fire and other safety hazards, odors, unsightliness or public nuisance.

Section 2. Any person accumulating or storing garbage on private or public property in the Borough for any purpose whatsoever (including waste being stored temporarily for door-to-door colleciton), shall place the same or cause the same to be placed in sanitary closed or covered containers in accordance with the following standards:

A. Containers used for the storage of municipal waste shall be: of metal, plastic or fiberglass construction; rust and corrosion resistant; equipped with lids; waterproof and leakproof; and except in the case of bulk containers, shall not exceed thirty (30) gallons in capacity. Plastic trash bags, if not punctured, may be used to store municipal waste.

B. All containers shall be kept in a sanitary condition and in good repair. Any container that does not conform with this Ordinance or is difficult to handle, or is likely to injure the collector or his employees, or hampers the prompt collection of municipal

waste shall be replaced upon notice to the owner of such container.

C. A sufficient number of containers shall be provided to contain all municipal waste materials that are required to be placed in containers generated during periods between regularly scheduled collections.

Section 3. Municipal waste to be collected on a door-to-door basis shall be prepared for such collection in the following manner:

A. All garbage shall be drained of excess liquids and wrapped in paper or be placed in plastic bags before being placed in the waste storage containers previously described, and all ashes shall be free of any burning material before being deposited for collection.

B. Tree, brush, hedge, and similar clippings, including Christmas trees, shall be cut in lengths not to exceed six(6) feet, and shall be bound securely in bundles not to exceed forty(40) pounds in weight before being deposited for collection.

C. Newspapers, magazines, cardboard and boxes not place in the containers previously described shall be securely tied in bundles not to exceed six(6) feet in length and forty(40) pounds in weight before being deposited for collection.

D. No person, except the occupants of the property on which a waste container is placed and an authorized collector, shall remove the lids of the container and/or remove the contents thereof.

E. Municipal waste of a highly flammable or explosive nature, or highly infectious or contagious refuse shall not be stored for ordinary colleciton, but shall be disposed in accordance with the directions of the Borough.

Section 4. Containers for door-to-door collection shall be placed in the following manner to facilitate such collection:

A. Containers, other than bulk containers, shall be placed, whenever possible, at ground level and at a point on the curb line of the street, or within no less than ten (10) feet of the public street or alley right-of-way from which collection from a vehicle can be made or at such other locations as may be approved by the licensed collector. Failure to place containers at such locations may result in an additional charge for collection.

B. Bulk containers shall be placed, whenever possible, at ground level and at a point on the property being serviced by the collector that will enable clear and easy access to the container by the collector's vehicle.

ARTICLE VI

DISPOSAL OF MUNICIPAL WASTE

Section 1. All municipal waste produced, collected and transported from within the jurisdiction limits of the Borough shall be disposed of at a state permitted facility.

Section 2. It shall be unlawful for a licensed or authorized collector in the Borough to dispose of municipal waste collected within the Borough at a place other than the permitted facility licensed by the Department of Environmental Resources and in accordance with the Juniata County Solid Waste Plan.

Section 3. The disposal of bulky wastes; such as, but not limited to, refrigerators, stoves, other appliances, pieces of furniture, auto parts, and other household good and equipment shall be performed by annual collection and in a manner to be designated by the Borough

and advertised in a newspaper of general circulation.

ARTICLE VII

TRANSPORTATION OF MUNICIPAL WASTE

Section 1. Any person transporting municipal waste within the Borough shall prevent or remedy any spillage from vehicles or containers used in the transport of such municipal waste.

ARTICLE VIII

COLLECTION AND COLLECTION CHARGES

Section 1. Municipal waste to be collected by the licensed hauler shall be prepared for and collected at least once each week, except where conditions beyond the control of the hauler prevent it.

Section 2. Any person or commercial establishment authorized to dispose of their own refuse shall provide for collection at intervals short enough to prevent accumulatins of refuse that may be unsafe, unsightly, or potentially harmful to the public health.

Section 3. All agreements for collection, transportation and disposition of municipal waste collected on a door-to-door basis shall be by private contract between the person and the collector. The Borough Council may choose to levy an annual municipal waste service fee to ensure proper collection, transportation, and disposal of municipal waste in accordance with the intent of this ordinance, if the private contract arrangements for payment fail.

ARTICLE IX

PENALTIES AND REMEDIES

Section 1. Any person violating any of the provisions of this

Ordinance shall be guilty of a summary offense and shall upon conviction thereof before a District Magistrate of County, sentenced to pay a fine of not less than One Hundred Dollars($100.00) and not more than One Thousand Dollars($1,000.00) together with the costs of prosecution or to undergo imprisonment in the County Jail for a period of not more than thirty(30) days. Every violator of the provisions of this Ordinance shall be deemed guilty of a separate offense for each and every day such violation shall continue and shall be subject to the penalty imposed by this section for each and every such separate offense.

Section 2. In addition to the foregoing penalty, the Borough may require the owner or occupier of a property to remove any accumulation of municipal waste or junked or abandoned motor vehicles, and should said person fail to remove the same with ten(10) days after written notice, the Borough may cause the same to be done and collect the costs thereof together with a penalty of 10% of such costs in the manner provided by law for the collection of municipal claims or by action in assumpsit or may seek relief by bill in equity.

ARTICLE X

SEPARABILITY AND AMENDMENT

Section 1. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remainer of this Ordinance shall not be affected thereby.

Section 2. This Ordinance shall be subject to all applicable federal, state and local laws, Ordinances, rules and regulations

including the rules and regulations as set forth by the Department of Environmental Resources, Commonwealth of Pennsylvania.

Section 3. This Ordinance or any part thereof may be amended from time to time in accordance with the procedures established by law.

Section 4. This Ordinance shall become effective on the 4th day of April, 1985.

ORDAINED AND ENACTED THIS 4th DAY OF April, 1985.

BOROUGH OF PORT ROYAL

BY: Ray Y. Luck
President of Council

Alton L. Kirk
Vice President

John Longenecker
Mayor

ATTEST: Gladys M. Boyer
Secretary

Spruce Hill Township

Bomgardner & Lowe

LEGAL NOTICE

The Board of Supervisors of Spruce Hill Township, Juniata County, Pennsylvania, hereby gives notice that action will be taken upon the Ordinance hereinafter set forth at a meeting to be held Monday, December 3, 1984, at 7:00 o'clock P.M., prevailing time, at the home of G. Lloyd Lyter, Township Secretary, at R. D. 1, Port Royal, Pennsylvania, at which time all parties in interest may attend and be heard.

ORDINANCE NO. 1 of 1984

An Ordinance providing for the health, safety, and welfare of the residents of the Township by regulating the collection, storage, transportation, processing, and disposal of municipal waste and providing for licensing of waste collectors, charges and penalties for violations.

SPRUCE HILL TOWNSHIP BOARD OF SUPERVISORS

By Gerald Noder
Chairman

ATTEST:

G. Lloyd Lyter
Secretary

ORDINANCE NO. 1 of 1984

An Ordinance providing for the health, safety, and welfare of the residents of the Township by regulating the collection, storage, transportation, processing, and disposal of municipal waste and providing for licensing of waste collectors, charges and penalties for violations.

The Township hereby enacts and ordains as follows:

ARTICLE I

TITLE

Section 1. This Ordinance shall be known as the Spruce Hill Township Municipal Waste Ordinance.

ARTICLE II

DEFINITIONS

Section 1. The following words and phrases when used in this Ordinance shall have, unless the context clearly indicates otherwise, the meanings given to them in this Section:

"Applicant" means a person desirous of being licensed as a "Collector".

"Collector" means a person licensed by the Township to collect, transport, and dispose of municipal waste.

"Disposal" means the incineration, deposition, injection, dumping, spilling, leaking, or placing of municipal waste into or on the land or water in a manner that the municipal waste or a constituent of municipal waste enters the environment is emitted into the air or is discharged to the waters of the Commonwealth of Pennsylvania.

"Disposal Area" means any site, location, area, building, structure, transfer station, or premises to be used for municipal waste disposal.

"Institutional Establishment" means any establishment engaged in service to persons including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.

"Junked or Abandoned Vehicle" is a motor vehicle not bearing a currently valid motor vehicle registration, and which is not capable of operation without mechanical repair, adjustment or replacement of a part of parts.

"Management" means the entire process or any part thereof, storage, collection, transportation, processing, treatment, and disposal of municipal wastes by any person engaging in such process.

"Municipal Waste" means any garbage, refuse, industrial lunch-room 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 and from community activities, except farm produced manure, other agricultural waste and food processing waste used on land where such materials will improve the condition of the soil, the growth of crops, or the restoration of the land for the same purposes, and any sludge not meeting the definition of residual or hazardous wastes as defined in Pennsylvania Act 97.

"Person" means any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, Federal Government or agency, State institution and agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

"Processing" means any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for off-site reuse. Processing facilities, include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

"Refuse" means all materials which are discarded as useless.

"Storage" means the containment of any waste on a temporary basis in such a manner as not to constitute disposal of such waste. It shall be presumed that the containment of any waste in excess of one year constitutes disposal. This presumption can be overcome by clear and convincing evidence to the contrary.

"Township" shall mean Spruce Hill Township, Juniata County, PA

"Transportation" means the off-site removal of any municipal waste at any time after generation.

ARTICLE III

DUMPING

Section 1. It shall be unlawful for any person to store, dump, discard or deposit; or permit the storage, dumping, discarding or depositing of, any municipal waste upon the surface of the ground or underground within the jurisdictional limits of this Township, except in proper containers for purposes of storage or collection, and except where the waste is of such size or shape as not to permit its being placed in such containers.

Section 2. It shall be unlawful for any person to dump or deposit municipal waste in any stream or body of water within the jurisdictional limits of this Township.

Section 3. Nothing contained herein shall be deemed to prohibit any person, not regularly engaged in the business of hauling municipal waste for profit, from hauling such municipal waste on an irregular and unscheduled basis, to any facility permitted by the Commonwealth of Pennsylvania, Department of Environmental Resources.

Section 4. Nothing contained in this Ordinance shall prohibit a farmer from carrying out the normal activities of his farming operation, including composting and spreading of manure or other farm-produced agricultural wastes.

ARTICLE IV

AUTHORIZATION OF COLLECTORS

Section 1. It shall be unlawful for any person, other than such persons as are duly authorized by the Township Supervisors, to collect and transport municipal waste of any nature within or from the Township. Authorization shall be given only as set forth below.

Section 2. Authorization to collect, transport, and dispose of municipal waste for persons other than oneself may be given only by the Township Supervisors through the issuance of a license. All applications for licensing shall be approved in accordance with the following criteria:

A. Licenses may be issued to only those persons who can provide satisfactory evidence that they are capable of providing the necessary services and can comply with the provisions and intent of this Ordinance.

B. At the time of application submission, the applicant shall indicate that he has the appropriate type of sanitary, closed or covered truck with which to collect municipal wastes.

C. Licenses shall be issued on a calendar year basis, but may be revoked at anytime by the Supervisors for just cause.

D. Fees for such licenses shall be established by Resolution of the Township Supervisors.

Section 3. The Township Supervisors may authorize other individuals to collect and transport municipal waste in certain instances without a license as required above, but only in the following circumstances:

A. Where, in the opinion of the Township Supervisors, mandatory utilization of the collection system will cause undue hardship on a commercial or industrial establishment in the Township; or,

B. Where it is established that the collection system and/or the municipal hauler(s) are unable to adequately serve the collection needs of a commercial or industrial operation because a unique type of waste is generated or because special transporting facilities are required to collect and haul the waste.

ARTICLE V

PREPARATION AND STORAGE OF MUNICIPAL WASTE

Section 1. The storage of all municipal waste shall be practiced so as to prevent the attraction, breeding, or harborage of insects or rodents and to prevent conditions which may create potential hazards to the public health or which create fire and other safety hazards, odors, unsightliness or public nuisance.

Section 2. Any person accumulating or storing garbage on private or public property in the Township for any purpose whatsoever (including waste being stored temporarily for door-to-door collection), shall place the same or cause the same to be placed in sanitary closed or covered containers in accordance with the following standards:

A. Containers used for the storage of municipal waste shall be: of metal, plastic or fiberglass construction; rust and corrosion resistant; equipped with lids; waterproof and leakproof; and except in the case of bulk containers, shall not exceed thirty (30) gallons in capacity. Plastic trash bags, if not punctured, may be used to store municipal waste.

B. All containers shall be kept in a sanitary condition and in good repair. Any container that does not conform with this Ordinance or is difficult to handle, or is likely to injure the collector or his employees, or hampers the prompt collection of municipal waste shall be replaced upon notice to the owner of such container.

C. A sufficient number of containers shall be provided to contain all municipal waste materials that are required to be placed in containers generated during periods between regularly scheduled collections.

Section 3. Municipal waste to be collected on a door-to-door basis shall be prepared for such collection in the following manner:

A. All garbage shall be drained of excess liquids and wrapped in paper or be placed in plastic bags before being placed in the waste storage containers previously described, and all ashes shall be free of any burning material before being deposited for collection.

B. Tree, brush, hedge, and similar clippings, including Christmas trees, shall be cut in lengths not to exceed six (6) feet, and shall be bound securely in bundles not to exceed forty (40) pounds in weight before being deposited for collection.

C. Newspapers, magazines, cardboard and boxes not placed in the containers previously described shall be securely tied in bundles not to exceed six (6) feet in length and forty (40) pounds in weight before being deposited for collection.

D. No person, except the occupants of the property on which a waste container is placed and an authorized collector, shall remove the lids of the container and/or remove the contents thereof.

E. Municipal waste of a highly fammable or explosive nature, or highly infectious or contagious refuse shall not be stored for ordinary collection, but shall be disposed in accordance with the directions of the Township.

Section 4. Containers for door-to-door collection shall be placed in the following manner to facilitate such collection:

A. Containers, other than bulk containers, shall be placed, whenever possible, at ground level and at a point on the curb line of the street, or within no less than (10) feet of the public street or alley right-of-way from which collection from a vehicle can be made or at such other locations as may be approved by the licensed collector. Failure to place containers at such locations may result in an additional charge for collection.

B. Bulk containers shall be placed, whenever possible, at ground level and at a point on the property being serviced by the collector that will enable clear and easy access to the container by the collector's vehicle.

ARTICLE VI

DISPOSAL OF MUNICIPAL WASTE

Section 1. All municipal waste produced, collected and transported from within the jurisdiction limits of the Township shall be disposed of at a state permitted facility.

Section 2. It shall be unlawful for a licensed or authorized collector in the Township to dispose of municipal waste collected within the Township at a place other than the permitted facility licensed by the Department of Environmental Resources and in accordance with the Juniata County Solid Waste Plan.

Section 2. In addition to the foregoing penalty, the Township may require the owner or occupier of a property to remove any accumulation of municipal waste or junked or abandoned motor vehicles, and should said person fail to remove the same within ten (10) days after written notice, the Township may cause the same to be done and collect the costs thereof together with a penalty of 10% of such costs in the manner provided by law for the collection of municipal claims or by action in assumpsit or may seek relief by bill in equity.

ARTICLE X

SEPARABILITY AND AMENDMENT

Section 1. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

Section 2. This Ordinance shall be subject to all applicable federal, state and local laws, ordinances, rules and regulations including the rules and regulations as set forth by the Department of Environmental Resources, Commonwealth of Pennsylvania.

Section 3. This Ordinance or any part thereof may be amended from time to time in accordance with the precedures established by law.

Section 4. This Ordinance shall become effective on the 3rd day of Dec., 1984.

ORDAINED AND ENACTED THIS 3rd DAY OF Dec., 1984.

TOWNSHIP OF

BY: Gerald Yoder
(Chairman, Board of Supervisors)

ATTEST: [illegible]
(Secretary)

Carolyn E. [illegible]
(Supervisor)

Walter H. Buchanan
(Supervisor)

Susquehanna Township

Michael Johnson

ORDINANCE NO. 2 OF 1985

An Ordinance providing for the health, safety, and welfare of the residents of the Township by regulating the collection, storage, transportation, processing, and disposal of municipal waste and providing for licensing of waste collectors, charges and penalties for violations.

The Township hereby enacts and ordains as follows:

ARTICLE I

Section 1. This Ordinance shall be known as the SUSQUEHANNA TOWNSHIP Municipal Waste Ordinance.

ARTICLE II

Section 1. The following words and phrases when used in this Ordinance shall have, unless the context clearly indicates otherwise, the meanings given to them in this Section:

"Applicant" means a person desirous of being licensed as a "Collector".

"Collector" means a person licensed by the Township to collect, transport, and dispose of municipal waste.

"Disposal" means the incineration, deposition, injection, dumping, spilling, leaking, or placing of municipal waste into or on the land or water in a manner that the municipal waste or a constituent of municipal waste enters the environment is emitted into the air or is discharged to the waters of the Commonwealth of Pennsylvania.

"Disposal Area" means any site, location, area, building, structure, transfer station, or premises to be used for municipal waste disposal.

"Institutional Establishment" means any establishment engaged in service to persons including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.

"Junked or Abandoned Vehicle" is a motor vehicle not bearing a currently valid motor vehicle registration, and which is not capable of operation without mechanical repair, adjustment or replacement of a part of parts.

"Management" means the entire process or any part thereof, storage, collection, transportation, processing, treatment, and disposal of municipal wastes by any person engaging in such process.

"Municipal Waste" means any 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 and from community activities, except farm produced manure, other agricultural waste and food processing waste used on land where such materials will improve the condition of the soil, the growth of crops, or the restoration of the land for the same purposes, and any sludge not meeting the definition of residual or hazardous wastes as defined in Pennsylvania Act 97.

"Person" means any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, Federal Government or agency, State institution and agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

"Processing" means any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for off-site reuse. Processing facilities, include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

"Refuse" means all materials which are discarded as useless.

"Storage" means the containment of any waste on a temporary basis in such a manner as not to constitute disposal of such waste. It shall be presumed that the containment of any waste in excess of one year constitutes disposal. This presumption can be overcome by clear and convincing evidence to the contrary.

"Township" shall mean SUSQUEHANNA Township, Juniata County PA.

"Transportation" means the off-site removal of any municipal waste at any time after generation.

ARTICLE III

Section 1. It shall be unlawful for any person to store, dump, discard or deposit; or permit the storage, dumping, discarding or depositing of, any municipal waste upon the surface of the ground or underground within the jurisdictional limits of this Township, except in proper containers for purposes of storage or collection, and except where the waste is of such size or shape as not to permit its being placed in such containers.

Section 2. It shall be unlawful for any person to dump or deposit municipal waste in any stream or body of water within the jurisdictional limits of this Township.

Section 3. Nothing contained herein shall be deemed to prohibit any person, not regularly engaged in the business of hauling municipal waste for profit, from hauling such municipal waste on an irregular and unscheduled bases, to any facility permitted by the Commonwealth of Pennsylvania, Department of Environmental Resources.

Section 4. Nothing contained in this Ordinance shall prohibit a farmer from carrying out the normal activities of his farming operation, including composting and spreading of manure or other farm-produced agricultural wastes.

ARTICLE IV
AUTHORIZATION OF COLLECTORS

Section 1. It shall be unlawful for any person, other than such persons as are duly authorized the Township Supervisors, to collect and transport municipal waste of any nature within or from the Township. Authorization shall be given only as set forth below.

Section 2. Authorization to collect, transport, and dispose of municipal waste for persons other than oneself may be given only by the Township Supervisors through the issuance of a license. All applications for licensing shall be approved in accordance with the following criteria:

A. Licenses may be issued to only those persons who can provide satisfactory evidence that they are capable of providing the necessary services and can comply with the provisions and intent of the Ordinance.

B. At the time of application submission, the applicant shall indicate that he has the appropriate type of sanitary, closed or covered truck with which to collect municipal wastes.

C. Licenses shall be issued on a calendar year basis, but may be revoked at anytime by the Supervisors for just cause.

D. Fees for such licenses shall be established by Resolution of the Township Supervisors.

Section 3. The Township Supervisors may authorize other individuals to collect and transport municipal waste in certain instances without a license as required above, but only in the following circumstances:

A. Where, in the opinion of the Township Supervisors, mandatory utilization of the collection system will cause undue hardship on a commercial or industrial establishment in the Township; or,

B. Where it is established that the collection system and/or the municipal hauler(s) are unable to adequately serve the collection needs of a commercial or industrial operation because a unique type of waste is generated or because special transporting facilities are required to collect and haul the waste.

ARTICLE V

Section 1. The storage of all municipal waste shall be practiced so as to prevent the attraction, breeding, or harborage of insects or rodents and to prevent conditions which may create potential hazards to the public health or which create fire and other safety hazards, odors, unsightliness or public nuisance.

Section 2. Any person accumulating or storing garbage on private or public property in the Township for any purpose whatsoever (including waste being stored temporarily for door-to-door collection), shall place the same or cause the same to be placed in sanitary closed or covered containers in accordance with the following standards:

A. Containers used for the storage of municipal waste shall be: of metal, plastic or fiberglass construction; rust and corrosion resistant; equipped with lids; waterproof and leakproof; and except in the case of bulk containers, shall not exceed thirty (30) gallons in capacity. Plastic trash bags, if not punctured, may be used to store municipal waste.

B. All containers shall be kept in a sanitary condition and in good repair. Any container that does not conform with this Ordinance or is difficult to handle, or is likely to injure the collector or his employees, or hampers the prompt collection of municipal waste shall be replaced upon notice to the owner of such container.

C. A sufficient number of containers shall be provided to contain all municipal waste materials that are required to be placed in containers generated during periods between regularly scheduled collections.

Section 3. Municipal waste to be collected on a door-to-door basis shall be prepared for such collection in the following manner:

A. All garbage shall be drained of excess liquids and wrapped in paper or be placed in plastic bags before being placed in the waste storage containers previously described, and all ashes shall be free of any burning material before being deposited for collection.

B. Tree, brush, hedge, and similar clippings, including Christmas trees, shall be cut in lengths not to exceed six (6) feet, and shall be bound securely in bundles not to exceed forty (40) pounds in weight before being deposited for collection.

C. Newspapers, magazines, cardboard and boxes not placed in the containers previously described shall be securely tied in bundles not to exceed six (6) feet in length and forty (40) pounds in weight before being deposited for collection.

D. No person, except the occupants of the property on which a waste container is placed and an authorized collector, shall remove the lids of the container and/or remove the contents thereof.

E. Municipal waste of a highly flammable or explosive nature, or highly infectious or contagious refuse shall not be stored for ordinary collection, but shall be disposed in accordance with the directions of the Township.

Section 4. Containers for door-to-door collection shall be placed in the following manner to facilitate such collection:

A. Containers, other than bulk containers, shall be placed, whenever possible, at ground level and at a point on the curb line of the street, or within no less than (10) feet of the public street or alley right-of-way from which collection from a vehicle can be made or at such other locations as may be approved by the licensed collector. Failure to place containers at such locations may result in an additional charge for collection.

B. Bulk containers shall be placed, whenever possible, at ground level and at a point on the property being serviced by the collector that will enable clear and easy access to the container by the collector's vehicle.

ARTICLE VI

DISPOSAL OF MUNICIPAL WASTE

Section 1. All municipal waste produced, collected and transported from within the jurisdiction limits of the Township shall be disposed of at a permitted facility.

Section 2. It shall be unlawful for a licensed or authorized collector in the Township to dispose of municipal waste collected within the Township at a place other than the permitted facility licensed by the Department of Environmental Resources and in accordance with the Juniata County Solid Waste Plan.

Section 3. The disposal of bulky wastes; such as, but not limited to, regrigerators, stoves, other appliances, pieces of furniture, auto parts, and other household goods and equipment shall be performed by annual collection and in a manner to be designated by the Township and advertised in a newspaper of general circulation.

ARTICLE VII

TRANSPORTATION OF MUNICIPAL WASTE

Section 1. Any person transporting municipal waste within the Township shall prevent or remedy any spillage from vehicles or containers used in the transport of such municipal waste.

ARTICLE VIII

COLLECTION AND COLLECTION CHARGES

Section 1. Municipal waste to be collected by the licensed hauler shall be prepared for and collected at least once each week, except where conditions beyond the control of the hauler prevent.

Section 2. Any person or commercial establishment authorized to dispose of their own refuse shall provide for collection at intervals short enough to prevent accumulations of refuse that may be unsafe, unsightly, or potentially harmful to the public health.

Section 3. All agreements for collection, transportation and disposition of municipal waste collected on a door-to-door basis shall be by private contract between the person and the collector. The Township Supervisors may choose to levy an annual municipal waste service fee to ensure proper collection, transportation, and disposal of municipal waste in accordance with the intent of this ordinance, if the private contract arrangements for payment fail.

ARTICLE IX

PENALTIES AND REMEDIES

Section 1. Any person violating any of the provisions of this Ordinance shall be guilty of a summary offense and shall upon conviction thereof before a District Magistrate of the County, sentened to pay a fine of not less than One Hundred Dollars ($100.00) and not more than One Thousand Dollars ($1,000.00) together with the oosts of prosecution or to undergo imprisonment in the County Jail for a period of not more than thirty (30) days. Every violator of the provisions of this Ordinance shall be deemed guilty of a separate offense for each and every day such violation shall continue and shall be subject to the penalty imposed by this section for each and every such separate offense.

Section 2. In addition to the foregoing penalty, the Township may require the owner or occupier of a property to remove out of the view of the public, after a period of two (2) years, any accumulation of municipal waste or junked or abandoned motor vehicles not currently bearing valid motor vehicle registration or current inspection sticker. Should said person fail to remove the same within thirty (30) days after written notice, the Township may cause the same to be done and collect the costs thereof together with a penalty of 10% of such costs in the manner provided by law for the collection of municipal claims or by action in assumpsit or may seek relief by bill in equity.

ARTICLE X

SEPARABILITY AND AMENDMENT

Section 1. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

Section 2. This Ordinance shall be subject to all applicable Federal, state and local laws, ordinances, rules nad regulations including the rules and regulations as set forth by the Department of Environmental Resources, Commonwealth of Pennsylvania.

Section 3. This Ordinance or any part thereof may be amended from time to time in accordance with the procedures established by law.

Section 4. This Ordinance shall become effective on the 4th day of April, 1985.

ORDAINED AND ENACTED THIS 4th DAY OF April, 1985.

TOWNSHIP OF SUSQUEHANNA

BY: Clifford A. Freed
(Chairman, Board of Supervisors)

ATTEST: Fay A. Bitting
(Secretary)

Richard R. Ross
(Supervisor)

Luther R. Arnold
(Supervisor)

Thompsontown Borough

Dan Clark

THOMPSONTOWN BOROUGH
ORDINANCE NO. 1985 -

AN ORDINANCE BY THE COUNCIL OF THOMPSONTOWN BOROUGH, JUNIATA COUNTY, PENNSYLVANIA, PROVIDING FOR THE HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS OF THE BOROUGH OF THOMPSONTOWN BY REGULATING THE COLLECTION, STORAGE, TRANSPORTATION, PROCESSING, AND DISPOSAL OF MUNICIPAL WASTE AND PROVIDING FOR LICENSING OF WASTE COLLECTORS, CHARGES AND PENALTIES FOR VIOLATIONS.

IT IS HEREBY ENACTED AND ORDAINED BY THE COUNCIL OF THOMPSONTOWN BOROUGH, JUNIATA COUNTY, PENNSYLVANIA, AS FOLLOWS:

Section 1. Short Title. This Ordinance shall be known as and may be cited as the "Thompsontown Borough Municipal Waste Ordinance."

Section 2. Definitions. The following words and phrases when used in this Ordinance shall have, unless the context clearly indicates otherwise, the meanings given to them in this Section:

(a) Applicant - means a person desirous of being licensed as a "Collector."

(b) Collector - means a person licensed by the Borough of Thompsontown to collect, transport, and dispose of municipal waste.

(c) Disposal - means the incineration, deposition, injection, dumping, spilling, leaking, or placing of municipal waste into or on the land or water in a manner that the municipal waste or a constitutent of municipal waste enters the environment is emitted into the air or is discharged to the waters of the Commonwealth of Pennsylvania.

(d) Disposal Area - means any site, location, area, building, structure, transfer station, or premises to be used for municipal waste disposal.

(e) Institutional Establishment – means any establishment engaged in service to persons including, but not limited to, hospitals, nursing homes, orphanages, and schools.

(f) Junked or Abandoned Vehicle – is a motor vehicle not bearing a currently valid motor vehicle registration, and which is not capable of operation without mechanical repair, adjustment or replacement of a part or parts.

(g) Management – means the entire process or any part thereof, storage, collection, transportation, processing, treatment, and disposal of municipal wastes by any person engaging in such process.

(h) Municipal Waste – means any 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 and from community activities, except farm produced manure, other agricultural waste and food processing waste used on land where such materials will improve the condition of the soil, the growth of crops, or the restoration of the land for the same purposes, and any sludge not meeting the definition of residual or hazardous wastes as defined in Pennsylvania Act 97.

(i) Person – means any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, Federal Government or agency, State institution and agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

(j) Processing - means any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for off-site reuse. Processing facilities, include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

(k) Refuse - means all materials which are discarded as useless.

(l) Storage - means the containment of any waste on a temporary basis in such a manner as not to constitute disposal of such waste. It shall be presumed that the containment of any waste in excess of one year constitutes disposal. This presumption can be overcome by clear and convincing evidence to the contrary.

(m) Borough - shall mean Thompsontown Borough, Juniata County, Pennsylvania.

(n) Transportation - means the off-site removal of any municipal waste at any time after generation.

Section 3. Dumping.

(a) It shall be unlawful for any person to store, dump, discard or deposit; or permit the storage, dumping, discarding or depositing of, any municipal waste upon the surface of the ground or underground within the jurisdictional limits of this Borough of Thompsontown, except in proper containers for purposes of storage or collection, and except where the waste is of such size or shape as not to permit its being placed in such containers.

(b) It shall be unlawful for any person to dump or deposit municipal waste in any stream or body of water within the jurisdictional limits of this Borough of Thompsontown.

(c) Nothing contained herein shall be deemed to prohibit any person, not regularly engaged in the business of hauling municipal waste for profit, from hauling such municipal waste on an irregular and unscheduled basis, to any facility permitted by the Commonwealth of Pennsylvania, Department of Environmental Resources.

(d) Nothing contained in this Ordinance shall prohibit a farmer from carrying out normal activities of his farming operation, including composting and spreading of manure or other farm-produced agricultural wastes.

Section 4. Authorization of Collectors.

(a) It shall be unlawful for any person, other than such persons as are duly authorized by the Borough Council, to collect and transport municipal waste of any nature within or from the Borough of Thompsontown. Authorization shall be given only as set forth below.

(b) Authorization to collect, transport, and dispose of municipal waste for persons other than oneself may be given only by the Borough Council through the issuance of a license. All applications for licensing shall be approved in accordance with the following criteria:

(1) Licenses may be issued to only those persons who can provide satisfactory evidence that they are capable of providing the necessary services and can comply with the provisions and intent of this Ordinance.

(2) At the time of application submission, the applicant shall indicate that he has the appropriate type of sanitary,

closed or covered truck with which to collect municipal wastes.

(3) Licenses shall be issued on a calendar year basis, but may be revoked at anytime by the Council for just cause.

(4) Fees for such licenses shall be established by Resolution of the Borough Council.

(c) The Borough Council may authorize other individuals to collect and transport municipal waste in certain instances without a license as required above, but only in the following circumstances:

(1) Where, in the opinion of the Borough Council, mandatory utilization of the collection system will cause undue hardship on a commercial or industrial establishment in the Borough of Thompsontown; or,

(2) Where it is established that the collection system and/or the municipal hauler(s) are unable to adequately serve the collection needs of a commercial or industrial operation because a unique type of waste is generated or because special transporting facilities are required to collect and haul the waste.

Section 5. Preparation and Storage of Municipal Waste.

(a) The storage of all municipal waste shall be practice so as to prevent the attraction, breeding, or harborage of insects or rodents and to prevent conditions which may create potential hazards to the public health or which create fire and other safety hazards, odors, unsightliness or public nuisance.

(b) Any person accumulating or storing garbage on private or public property in the Borough of Thompsontown for any purpose whatsoever (including waste being stored temporarily for door-to-door collection), shall place the same or cause the same to be placed in sanitary closed or covered containers in accordance with the following standards:

(1) Containers used for the storage of municipal waste shall be: of metal, plastic or fiberglass construction; rust and corrosion resistant; equipped with lids; waterproof and leakproof; and except in the case of bulk containers, shall not exceed thirty (30) gallons in capacity. Plastic trash bags, if not punctured, may be used to store municipal waste.

(2) All containers shall be kept in a sanitary condition and in good repair. Any container that does not conform with this Ordinance or is difficult to handle, or is likely to injure the collector or his employees, or hampers the prompt collection of municipal waste shall be replaced upon notice to the owner of such container.

(3) A sufficient number of containers shall be provided to contain all municipal waste materials that are required to be placed in containers generated during periods between regularly scheduled collections.

(c) Municipal waste to be collected on a door-to-door basis shall be prepared for such collection in the following manner:

(1) All garbage shall be drained of excess liquid and wrapped in paper or be placed in plastic bags before being placed in

the waste storage containers previously described, and all ashes shall be free of any burning material before being deposited for collection.

(2) Tree, brush, hedge, and similar clippings, including Christmas trees, shall be cut in lengths not to exceed six (6) feet, and shall be bound securely in bundles not to exceed forty (40) pounds in weight before being deposited for collection.

(3) Newspapers, magazines, cardboard and boxes not placed in the containers previously described shall be securely tied in bundles not to exceed six (6) feet in length and forty (40) pounds in weight before being deposited for collection.

(4) No person, except the occupants of the property on which a waste container is placed and an authorized collector, shall remove the lids of the container and/or remove the contents thereof.

(5) Municipal waste of a highly flammable or explosive nature, or highly infectious or contagious refuse shall not be stored for ordinary collection, but shall be disposed in accordance with the directions of the Borough of Thompsontown.

(d) Containers for door-to-door collection shall be placed in the following manner to facilitate such collection:

(1) Containers, other than bulk containers, shall be placed, whenever possible, at ground level and at a point on the curb line of the street, or within no more than ten (10) feet of the public

street or alley right-of-way from which collection from a vehicle can be made or at such other locations as may be approved by the licensed collector. Failure to place containers at such locations may result in an additional charge for collection.

(2) Bulk containers shall be placed, whenever possible, at ground level and at a point on the property being serviced by the collector that will enable clear and easy access to the container by the collector's vheicle.

Section 6. Disposal of Municipal Waste.

(a) All municipal waste produced, collected and transported from within the jurisdiction limits of the Borough of Thompsontown shall be disposed of at a state permitted facility.

(b) It shall be unlawful for a licensed or authorized collector in the Borough of Thompsontown to dispose of municipal waste collected within the Borough of Thompsontown at a place other than the permitted facility licensed by the Department of Environmental Resources and in accordance with the Juniata County Solid Waste Plan.

(c) The disposal of bulky wastes; such as, but not limited to, refrigerators, stoves, other appliances, pieces of furniture, auto parts, and other household goods and equipment shall be performed by annual collection and in a manner to be designated by the Borough of Thompsontown and advertised in a newspaper of general circulation.

Section 7. Transporation of Municipal Waste. Any person transporting municipal waste within the Borough of Thompsontown shall prevent or remedy any spillage from vehicles or containers used in the transport of such municipal waste.

Section 8. Collection and Collection Charges.

(a) Municipal waste to be collected by the licensed hauler shall be prepared for and collected at least once each week, except where conditions beyond the control of the hauler prevent it.

(b) Any person or commercial establishment authorized to dispose of their own refuse shall provide for collection at intervals short enough to prevent accumulations of refuse that may be unsafe, unsightly, or potentially harmful to the public health.

(c) All agreements for collection, transportation and disposition of municipal waste collected on a door-to-door basis shall be by private contract between the person and the collector. The Borough Council may choose to levy an annual municipal waste service fee to ensure proper collection, transportation, and disposal of municipal waste in accordance with the intent of this ordinance, if the private contract arrangements for payment fail.

Section 9. Penalties and Remedies.

(a) Any person violating any of the provisions of this Ordinance shall be guilty of a summary offense and shall upon conviction thereof before a District Magistrate of this County, be sentenced to pay a fine of not less than One Hundred Dollars ($100.00) and not more than One Thousand Dollars ($1,000.00) together with the costs of prosecution or to undergo imprisonment in the County Jail for a period of not more than thirty (30) days. Every violator of the provisions of this Ordinance shall be deemed guilty of a separate offense for each and every day such violation shall continue and shall be subject to the penalty imposed by this section for each and every such separate offense.

(b) In addition to the foregoing penalty, the Borough of Thompsontown may require the owner or occupier of a property to remove any accumulation of municipal waste or junked or abandoned motor vehicles, and should said person fail to remove the same within ten (10) days after written notice, the Borough of Thompsontown may cause the same to be done and collect the costs thereof together with a penalty of 10% of such costs in the manner provided by law for the collection of municipal claims or by action in assumpsit or may seek relief by bill in equity.

Section 10. Separability and Amendment.

(a) Should any section, paragraph, sentence, clause, or phrase or this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

(b) This Ordinance shall be subject to all applicable federal, state and local laws, ordinances, rules and regulations including the rules and regulations as set forth by the Department of Enviormental Resources, Commonwealth of Pennsylvania.

(c) This Ordinance or any part thereof may be amended from time to time in accordance with the procedures established by law.

(d) This Ordinance shall become effective on the _____ day of _____, 1985.

ORDAINED AND ENACTED THIS _____ DAY OF _____, 1985.

BOROUGH OF THOMPSONTOWN

By_____
President of Council

ATTEST:

_____
Secretary of Council

Approved this day of , 1985.

_____
Mayor, Borough of Thompsontown

Appendix H

Recycling Collection

Recyclables Collection Locations and Materials

Recyclables Collection Locations and Materials

Site Location	AL Cans	Bi-Metal Cans	OCC	Newspaper	Mixed Paper Catalogs/Magazine	Plastic #1, #2	Clear Glass	Brown Glass	Other
MCSWA Serviced Publicly Owned Drop-Offs (Located in Mifflin County)									
Armagh Township Maintenance Garage			X	X	X	X			
Brown Township	X	X	X	X	X				
Burnham Lions Club	X	X	X	X	X				
Derry Township Building			X	X	X				
Oliver Township Building	X	X	X	X	X				
MCSWA Transfer Station Site	X	X	X	X	X	X	X	X	
Union Township Building	X	X	X	X	X				
Hartman Center			X		X	X			
One Stop Communications			X	X	X				
Privately Owned Drop-Offs (Located in Mifflin County)									
Pheasant Valley Recycling	X	X	X	X	X				
Privately Owned Drop-Offs (Located in Juniata County)									
Cocolamus Creek Disposal (McAlisterville)	X	X	X	X	X	X	X	X	
Cocolamus Creek Disposal (Mifflintown)	X	X	X	X	X	X	X	X	
MCSWA Serviced Institutional/Special Sites									
East Derry Elementary					X				
IVIS/IVES (Old IVMS)					X				
Lewistown Elementary					X				
MCHS (New School)					X				
MCJHS (Old IVHS)					X				
Strodes Mills Elementary					X				
Union Elementary			X		X				
Privately Owned Recycling Processing Facilities (Limited Material Acceptance; Located in Mifflin County)									
Paul's Recycling Yard	X	X	X						
Rossman's Auto Salvage and Recycling									X
Mifflin County Recycling Center									X
Joe Krentzman and Sons, Inc.									X
Privately Owned Recycling Processing Facilities (Limited Material Acceptance; Located in Juniata County)									
Kramer's Recycling	X	X	X						
MCSWA Serviced Commercial Drop-Off Sites									
Aarons Rental			X						
Bobby Rahal			X						
Brindles' Hardware			X						
Calkins Auto			X		X				
GE Technologies			X						
Hartley's Chip Factory			X						
Honeycreek Inn			X						
Malta Home			X						
Ohesson Manor			X						
Ron's Fruit Market			X						
Sears			X						
Sylco			X						
SUM Children's Center			X						
Valley View Retirement Home		X	X	X	X				
Vince's Pizza and others			X						
Walnut Medical Services			X						

Lewistown Borough Agreement
To Market Recyclable Materials

RESOLUTION NO. 2011- 33
OF THE BOROUGH OF LEWISTOWN
AGREEMENT TO MARKET RECYCLABLE MATERIALS

WHEREAS, the Mifflin County Solid Waste Authority owns and operates a municipal Solid Waste Transfer Station and Recycling Facility in Mifflin County, Pennsylvania, where it receives and processes "Source Separated Recyclable Materials";

WHEREAS, the Borough of Lewistown provides collection services to residences and businesses with respect to "Source Separated Recyclable Materials"; and

WHEREAS, the Borough of Lewistown and the Solid Waste Authority desire to agree to market certain "Source Separated Recyclable Materials" collected by the Borough of Lewistown together with other such materials received by the Solid Waste Authority at its transfer station.

NOW THEREFORE, BE IT RESOLVED, incorporating the aforesaid recitals as an integral part hereof, that Lewistown's President of Borough Council, James W. Felmlee, or, in his absence or disability, the Vice President of Borough Council, Frank H. Berrier, Jr., **and** its Borough Secretary, David J. Frey, are hereby authorized to execute and deliver that "Agreement to Market Recyclable Materials" substantially in the form attached hereto, incorporated herein and marked Exhibit A; and

BE IT FURTHER RESOLVED, that Borough of Lewistown agrees to be legally bound by the terms and conditions of said Agreement; and

BE IT FURTHER RESOLVED, that the aforesaid officers of the Borough of Lewistown, on behalf of the Borough of Lewistown, be otherwise authorized to take all other appropriate actions and sign all other appropriate documents in accord with said Agreement necessary and appropriate to effectuate the intent of this Resolution.

ADOPTED AS A RESOLUTION this 12th day of DECEMBER, 2011.

BOROUGH OF LEWISTOWN

By: _____
~~(Vice)~~ President of Borough Council

Attest:

_____
Borough Secretary

(SEAL)

EXHIBIT A
AGREEMENT TO MARKET RECYCLABLE MATERIALS

Borough of Lewistown
PENNSYLVANIA

MUNICIPAL BUILDING - 2 EAST THIRD STREET - LEWISTOWN, PA 17044-1799 - (717) 248-1361

January 11, 2012

Lisa Smith, Office Manager
Mifflin County Solid Waste Authority
P.O. Box 390
87 Landfill Road
Lewistown, PA 17044

RE: Agreement to Market Recyclable
Materials between the
Mifflin County Solid Waste Authority
and the Borough of Lewistown

Dear Ms. Smith:

I have enclosed five (5) original copies of the referenced agreement executed by Officers of the Borough of Lewistown.

Please have the appropriate officers of the Mifflin County Solid Waste Authority execute the five (5) original copies of the agreement and return three (3) to my attention for the Borough's and Borough Solicitor's files.

Additionally, I have enclosed two (2) original copies of Borough Council's Resolution No. 2011-33 authorizing the Borough to enter into the Agreement with the Authority for your files.

Should you have questions or need to further discuss the matter please call me. Thank you.

Sincerely,

David J. Frey
Borough Manager/Secretary

DJF:saf
Enclosure
cc: Borough Council
Mayor Bargo
Jeffrey Snook, Borough Solicitor
Tony Grose, Refuse/Recycling Dept. Supt.

AGREEMENT TO MARKET RECYCLABLE MATERIALS

THIS AGREEMENT ("Agreement") is made this 29th day of December, 2011, and regardless of the date hereof, shall be effective retroactive to January 1, 2011, by and between the **MIFFLIN COUNTY SOLID WASTE AUTHORITY**, a municipality authority with its principal place of business at 87 Landfill Road, Lewistown, Pennsylvania 17044 (the "Authority")

-AND-

BOROUGH OF LEWISTOWN, with an address of Municipal Building, 2 East Third Street, Lewistown, Pennsylvania 17044-1799 (the "Borough").

BACKGROUND

A. The Authority owns and operates a municipal solid waste transfer station and Recycling Facility in Mifflin County, Pennsylvania where it receives and processes "Source Separated Recyclable Materials", as defined below.

B. The Borough performs collection services for residents and businesses in Lewistown Borough, Pennsylvania with respect to Source Separated Recyclable Materials.

C. The parties have agreed to market certain Source Separated Recyclable Materials collected by the Borough together with other such materials received by the Authority at its transfer station in the manner provided in this Agreement.

D. The parties mutually desire to document the terms and conditions under which the Authority will receive and market Source Separated Recyclable Materials collected by the Borough.

NOW THEREFORE, the parties to this Agreement, in consideration of the above background information, and intending to be legally bound, agree as follows:

ARTICLE I
Definitions

1.01 "Act 101" means Pennsylvania's Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P. L. 556, No. 101, as amended, and including any successor Act.

1.02 "Recycling Facility" shall mean the Authority's facility which employs a technology for separating and classifying recyclable materials and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "recycling facility" shall not mean a landfill or composting facility.

1.03 "Source Separated Recyclable Materials" shall mean materials generated or collected by the Borough that are (a) separated from regulated municipal waste at the point of origin in accordance with the Mifflin County, Pennsylvania Municipal Waste Management Plan, and (b) are intended to be recycled.

1.04 "Transfer Station" shall mean the municipal solid waste transfer station operated by the Authority in Derry Township, Mifflin County, Pennsylvania.

ARTICLE II
Scope of Services by Authority

2.01 Processing Services. During the term of this Agreement the Authority shall receive and process mutually agreed upon quantities and types of Source Separated Recyclable Materials as are delivered by the Borough to the Authority's Transfer Station. The Authority shall process and bale Source Separated Recyclable Materials and store such materials at the Authority's Transfer Station until the materials can be sold by the Authority.

2.02 Quantities and Types of Source Separated Recyclable Materials to be Received by the Authority. The quantities and types of Source Separated Recyclable Materials to be received by the Authority shall be mutually agreed by the parties from time to time during the term of this Agreement. In general, the parties intend to phase in the handling of materials by the Authority over time, commencing with the delivery of plastics to the Authority by the Borough and adding other Source Separated Recyclable Materials to the items to be processed and marketed by the Authority during the term of this Agreement.

2.03 Transfer Station Hours of Operation; Quality. The Borough shall deliver agreed upon Source Separated Recyclable Materials to the Authority during its normal hours of operation. The Authority shall inspect Source Separated Recyclable Materials at the time of delivery to the Transfer Station and may reject any load that it determines is contaminated with materials that are not recyclable or which otherwise fails to meet the Authority's standards for such materials.

2.04 Processing at the Authority's Recycling Facility. All Source Separated Recyclable Materials delivered by the Borough to the Authority's Transfer Station shall be weighed and the Borough shall be provided with a weigh ticket and description of the type of material for each

load. The Authority shall also provide the Borough with a written summary of loads delivered for the previous month within fifteen (15) days of the end of each month. The Authority shall process all such materials and market them to third parties in the manner provided in the Mifflin County Municipal Solid Waste Management Plan and consistent with the requirements of Act 101.

2.05 Act 101 Documentation. The parties shall provide each other with appropriate information at mutually agreed upon intervals to enable the parties to comply with the reporting requirements of Act 101.

ARTICLE III
Revenue Sharing

3.01 Revenue. The Authority shall keep accurate records of all sales of Source Separated Recyclable Materials it makes and shall provide the Borough with periodic statements detailing the types and quantities of Source Separated Recyclable Materials sold by the Authority and the proceeds of any such sales received by the Authority. Such statements shall be in the form set forth on Exhibit "A" to this Agreement. The Authority shall be entitled to a fee, as detailed on Exhibit "A," on the Borough's portion of such proceeds (the "Authority Fee"). The Authority Fee shall be expressed as a percentage of the Borough's portion of the proceeds and shall be intended to cover all costs of the Authority. The amount of the Authority Fee percentage may be changed from time to time by the agreement of both parties. After the deduction of the Authority Fee, the Borough's portion of such proceeds shall be remitted by the Authority to the Borough on a quarterly basis during the term of this Agreement. The Authority shall provide the Borough with quarterly reports within fifteen (15) days following the end of each calendar quarter during the term.

ARTICLE IV
Borough's Responsibilities

4.01 Proper Separation. The Borough shall use reasonable efforts to inform all of its customers from whom the Borough collects Source Separated Recyclable Materials to properly separate such materials.

4.02 Customer Relations. The Borough shall be responsible for handling all customer inquiries, complaints and notices concerning collection services performed by the Borough.

ARTICLE V
Term; Insurance; Default

5.01 Term. The term of this Agreement, regardless of the date that it is executed, shall be for one (1) year retroactive to and beginning January 1, 2011, and ending as of the end of the day on December 31, 2011. Following the expiration of the initial term of this Agreement, it shall continue for successive one (1) year renewal terms. The Agreement may be terminated at the end of any year of the initial term or any renewal term by written notice directed from one party to the other party at least sixty (60) days prior to the expiration of the term then in effect.

5.02 Insurance.

(a) General Liability Coverage. Each of the parties shall maintain insurance coverage for comprehensive general liability providing continuous coverage against third party claims for property damage and personal injury, with policy limits of not less than ONE MILLION and NO/100 ($1,000,000.00) DOLLARS for combined coverage.

(b) Vehicle Coverage. Each of the parties shall maintain public liability insurance coverage on each vehicle required for the prosecution of the work under this

Agreement with limits of bodily injury coverage no less than ONE MILLION and NO/100 ($1,000,000.00) DOLLARS. Further, each party shall maintain property damage insurance on each vehicle required for the prosecution of the work hereunder with limits of coverage no less than ONE MILLION and NO/100 ($1,000,000.00) DOLLARS.

(c) Worker's Compensation Coverage. Each party shall maintain standard worker's compensation coverage indemnifying it against any loss arising from liability or injuries sustained by any and all agents, servants or employees of such party who shall be entitled to compensation under the Worker's Compensation Law.

5.03 Default. In the event of a default by either party hereunder, either party may, in addition to pursuing any other remedy available to it at law or in equity, terminate this Agreement upon thirty (30) days written notice to the other party.

ARTICLE VI
Miscellaneous

6.01 Compliance with Laws. Each of the parties to this Agreement agrees to comply with all applicable state, federal and local laws and regulations governing its performance hereunder.

6.02 Title to Source Separated Recyclable Materials. Title to all Source Separated Recyclable Materials shall vest in the Authority at the time of acceptance of such materials from the Borough at the Authority's Transfer Station.

6.03 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

6.04 Notice. All notices, demands and other communications provided for hereunder shall be in writing, sent by express, registered or certified mail, return receipt requested, telex, telegram, telecopy, courier service or personal delivery, addressed to the parties as follows:

If to the Authority:
P.O. Box 390,
87 Landfill Road,
Lewistown, Pennsylvania 17044
Attn: Lisa Smith, Office Manager

If to the Borough:
Municipal Building
2 East Third Street
Lewistown, PA 17044-1799
Attn: Borough Manager

6.05 Contract Administrator. The Borough and the Authority shall each designate a Contract Administrator who shall be primarily responsible for the administration of this Agreement. Until changed by the parties by proper written notice to the other party, the contract administrators are:

Authority:	Lisa Smith, Office Manager
Borough:	Tony Grose, Refuse/Recycling Department Superintendant

IN WITNESS WHEREOF, the Authority and the Borough have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the day and year first above written.

ATTEST:

_____, Secretary

THE AUTHORITY:

MIFFLIN COUNTY SOLID WASTE AUTHORITY

By: _____

Its: Chairman

ATTEST:

_____, Secretary

THE BOROUGH:

BOROUGH OF LEWISTOWN

By: _____

Its: President of Borough Council

DRAFT FOR REVIEW
Exhibit "A"

Revenue Sharing

	Date of Sale	Total tons sold	Borough Portion of Tons	Price per Ton(s)	Gross Proceeds ($)	Borough Gross Proceeds	Authority Commission (%)
Plastics							60%
Fiber							
Cardboard							25%
Newspaper							25%
Mixed Paper							25%

Municipalities with Mandatory Curbside Recyclables Collection

Municipalities With Mandatory Curbside Recyclables Collection

MIFFLIN COUNTY

- LEWISTOWN BOROUGH

Municipalities With Curbside Recyclables Collection Offered Through The Private Sector

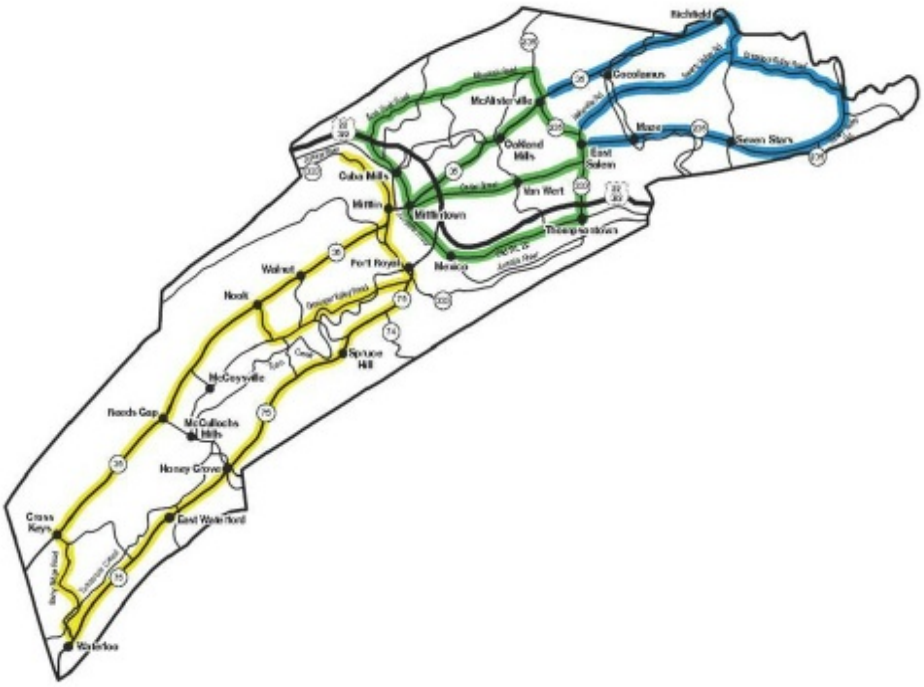
MIFFLIN COUNTY

(Offered Through Park's Garbage Service)

- WAYNE TOWNSHIP (SELECTED AREAS)
- NEWTON HAMILTON BOROUGH
- KISTLER BOROUGH
- MCVEYTOWN BOROUGH
- DERRY TOWNHIP

JUNIATA COUNTY

(Offered Through Cocolamus Creek Disposal – Collection Offered Along Routes Within Each Municipality; Entire Municipality Not Serviced)



Materials Collected at Curbside
by Park's Disposal, Inc. and
Cocolamus Creek Disposal Services

Material Collected at Curbside
By
Park's Garbage Disposal, Inc. and Cocolamus Creek Disposal Service

Park's	Cocolamus Creek
Aluminum Cans	Aluminum Cans
Steel & Bi-Metal Cans	Steel & Bi-Metal Cans
OCC	OCC
Newspaper	Newspaper
Catalogs/Magazines	Catalogs/Magazines
Mixed Paper	Mixed Paper
Office Paper	Office Paper
Plastic #1 & #2	Plastic #1 & #2
Glass – Clear, Brown, Green	Glass – Clear, Brown, Green

Appendix I

Organics Recycling

List of Municipal Organics Programs

APPENDIX I
LIST OF MUNICIPAL ORGANICS PROGRAMS

COUNTY	MUNICIPALITY	MATERIAL	FREQUENCY	PROCESSING	LOCATION	DISPOSITION
Juniata	Mifflintown Boro.	leaves/yard waste	weekly in fall	unknown	unknown	unknown
Juniata	Port Royal Borough	leaves, Christmas trees, brush	2 weeks in fall	none, deliver to Rt. 333 Supplies	9901 Rte 333 Port Royal, PA 17802	becomes part of Rt. 333 mulch and compost products
Juniata	Thompsontown	leaf collection	collection in November	unknown	unknown	unknown
Mifflin	Armagh Township	leaves	2 days in November	shredded and piled to compost	Armagh Quarry	unknown
Mifflin	Brown Township	leaves and Christmas trees	6 week collection period in fall	delivered to Metzler Forest products for shredding and mulching	26 Timber lane Reedsville, PA 17084	becomes part of Metzler mulch and compost products
Mifflin	Burnham	leaves	every Wednesday in Oct-Nov	mulched	Jamboree Grounds 4th Avenue Extended Burnham, PA	unknown
Mifflin	Derry Township	leaves/yard waste	4 week collection run in the fall	mulched or delivered to MCSWA program	MCSWA or Naginey Quarry	unknown
Mifflin	Lewistown Boro.	leaves	4 week collection period in fall	delivered to MCSWA program	NA	NA
Mifflin	Union Township	leaves	fall collection program	leaves given to local farmers for field application	varies	NA
Mifflin	MCSWA	leaves and brush	daily	windrow composting	87 Landfill Road Lewistown, PA 17044	available to the public

List of Private Organics Processors

APPENDIX I
PRIVATE ORGANICS PROCESSORS

COUNTY	BUSINESS	ACCEPTS PUBLIC MATERIAL	PROCESSING	LOCATION	DISPOSITION
Juniata	Rt. 333 Supplies	tree trimmings clean scrap wood, lawn clippings garden waste leaves, shrubs and brush	preparation of compost and mulch	Rt. 333 Port Royal, PA 17082	sale to public
Juniata	Deamers Mulch, LTD.	tree trimmings clean scrap wood, lawn clippings garden waste leaves, shrubs and brush	preparation of hardwood mulch	152 Energex Drive Mifflintown PA 17059	sale to public
Juniata	Reinford Farms	no, manure and commercial waste food waste only	conversion to biogas	505 Cedar Grove Road Mifflintown, PA 17059	used on site for electric generation and heat
Mifflin	Metzler Forest Products	leaves, brush trees	shredding, grinding, composting	26 Timber Lane Reedsville, PA 17084	products sold to the public
Mifflin	Kish-View Farms	no, manure used only future food waste possible	conversion to biogas	4733 East Main Street Belleville, PA 17004	used on site for electric generation and heat

Guidelines for Yard Waste Composting Facilities

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Bureau of Waste Management

DOCUMENT NUMBER: 254-5403-100

TITLE: Guidelines for Yard Waste Composting Facilities

EFFECTIVE DATE: September 1, 1997
Minor changes made January 6, 2009

AUTHORITY: Solid Waste Management Act (35 P.S. §§ 6018.101 et seq.) and regulations at 25 Pa. Code Chapters 271, 281, and 285 (the "municipal waste regulations").

POLICY: It is the Department's policy to provide a person, municipality, or county with the information necessary to operate a yard waste compost facility.

PURPOSE: The purpose of this document is to provide instructions and operating procedures for the operation of a yard waste composting facility operating under permit-by-rule.

APPLICABILITY: This guidance applies to all persons, municipalities, and counties who own or operate a yard waste composting facility operating under 25 Pa. Code Section 271.103(h) Permit-By-Rule.

DISCLAIMER: The policies and procedures outlined in this guidance are intended to supplement existing requirements. Nothing in the policies or procedures shall affect regulatory requirements.

The policies and procedures herein are not an adjudication or a regulation. There is no intent on the part of DEP to give the rules in these policies that weight or deference. This document establishes the framework within which DEP will exercise its administrative discretion in the future. DEP reserves the discretion to deviate from this policy statement if circumstances warrant.

PAGE LENGTH: 19 pages

LOCATION: Volume 6 Tab 27

DEFINITIONS: The definitions listed below are found in 25 Pa. Code Section 271.1.

"Yard Waste": Leaves, grass clippings, garden residue, tree trimmings, chipped shrubbery, and other vegetative material.

"Yard Waste Composting Facility": A facility that is used to compost leaf waste, or leaf waste and grass clippings, garden residue, tree trimmings, chipped shrubbery, and other vegetative material. The term includes land affected during the lifetime of the operation, including, but

not limited to, areas where composting actually occurs, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated on-site or contiguous collection and transportation activities, and other activities in which the natural surface has been disturbed as a result of or incidental to operation of the facility.

Table of Contents

INTRODUCTION

Composting has been demonstrated to be an effective waste management technique that can produce a useful end-product while diverting a portion of the wastestream from disposal. It has been estimated that yard wastes--including leaves, trimmings, grass, and related yard debris--can comprise up to 18 percent of the municipal waste stream, with a greater percentage realized in some municipalities on a seasonal basis.

Certain yard waste composting facilities are eligible for permit-by-rule under Section 271.103(h) of the municipal waste regulations if they comply with these guidelines. Section 271.103(h) provides that a person, municipality, or county that operates a yard waste composting facility that is less than 5 acres, other than an individual backyard composting facility, shall be deemed to have a municipal waste processing permit-by-rule if the person, municipality, or county meets the requirements of Subsections 271.103(a)-(c)(relating to storage, PPC plan, daily records, financial assurances, and inappropriate activity), and the facility is operated in accordance with these guidelines on yard waste composting.

These guidelines have been established to promote yard waste composting and reuse in the Commonwealth while providing protection to human health and the environment. Health or environmental problems, resulting from the improper operation of a yard waste composting facility operated under Section 271.103(h), will be treated in the same manner as health or environmental problems at other solid waste management facilities.

More than 450 municipalities and counties in the Commonwealth are conducting yard waste collection and composting programs. In an effort to increase awareness of the benefits of composting and to promote the proper environmental and technical practices involved, the Department has designated several of these facilities as yard waste composting demonstration sites. Many of the other sites also present backyard composting demonstrations for homeowners. The Department has developed a reference manual, brochures, and educational videos to provide further information. To learn more about these and other related resources, contact your DEP regional office or the Web site at www.depweb.state.pa.us).

Yard waste composting operations must comply with these guidelines to comply with Section 271.103(h) of the municipal waste regulations. Please contact your DEP regional office for further information.

DEP REGIONAL OFFICES

REGION 1:	DEP SOUTHEAST REGION 2 East Main Street Norristown, PA 19401 Telephone: 484-250-5960	Counties Served: Bucks, Chester, Delaware, Montgomery and Philadelphia
REGION 2:	DEP NORTHEAST REGION 2 Public Square Wilkes-Barre, PA 18711-0790 Telephone: 717-826-2516	Counties Served: Carbon, Lackawanna, Lehigh, Luzerne, Monroe, Northampton, Pike, Schuylkill, Susquehanna, Wayne and Wyoming
REGION 3:	DEP SOUTHCENTRAL REGION 909 Elmerton Avenue Harrisburg, PA 17110-8200 Telephone: 717-705-4706	Counties Served: Adams, Bedford, Berks, Blair, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Juniata, Lancaster, Lebanon, Mifflin, Perry and York
REGION 4:	DEP NORTHCENTRAL REGION 208 West 3rd Street, Suite 101 Williamsport, PA 17701 Telephone: 717-327-3653	Counties Served: Bradford, Cameron, Center, Clearfield, Clinton, Columbia, Lycoming, Montour, Northumberland, Potter, Snyder, Sullivan, Tioga and Union
REGION 5:	DEP SOUTHWEST REGION 400 Waterfront Drive Pittsburgh, PA 15222-4745 Telephone: 412-442-4000	Counties Served: Allegheny, Armstrong, Beaver, Cambria, Fayette, Greene, Indiana, Somerset, Washington and Westmoreland
REGION 6:	DEP NORTHWEST REGION 230 Chestnut Street Meadville, PA 16335-3481 Telephone: 814-332-6848	Counties Served: Butler, Clarion, Crawford, Elk, Erie, Forest, Jefferson, Lawrence, McKean, Mercer, Venango and Warren

TECHNICAL GUIDANCE FOR THE OPERATION OF A YARD WASTE COMPOSTING FACILITY UNDER PERMIT-BY-RULE

A person, municipality, or county that operates a yard waste composting facility under permit-by-rule shall comply with these guidelines, as required by 25 Pa. Code Section 271.103(h).

General Requirements

The following operational information must be submitted to the Department on the attached Yard Waste Composting Facility Application Form:

a. The name, address, and telephone number of the operator of the facility.

b. The sponsoring municipality or county (where applicable).

c. The location of the facility, including identification of the site by outlying perimeter site boundaries on a United States Geological Survey 7.5 minute topographic map.

d. Proof that the operator has the legal right to enter the land and perform the approved activities.

e. A general site plan drawn to scale for the facility indicating the following:

   i. The location of access roads and gates in relation to public and private roads, wells, and property lines.

   ii. The location of the tipping area.

   iii. The location of the processing area, including compost piles and windrows.

   iv. The location of storage and curing areas.

   v. Surface water controls.

f. The operational narrative describing:

   i. The yard waste collection methods that will be employed by the facility.

   ii. The methods that will be utilized at the facility to construct compost piles.

   iii. The proposed dimensions of compost piles and windrows at the facility.

   iv. The source of supplemental water that will be used to maintain an optimal 50 percent moisture content of compost piles or windrows at the facility.

   v. The proposed method of turning windrows, the turning frequency for composting at the facility and the method for determining that frequency.

vi. The proposed duration of the composting process, including curing time, storage time, and the proposed term of compost distribution.

vii. A plan for the marketing and distribution of the finished compost.

viii. A residue disposal plan, including the location of disposal sites.

ix. Provisions for emergency response.

x. A public information and education program.

g. The projected volume of material that will be processed by the facility during the calendar year.

Siting Restrictions

Yard waste composting operations, including storage, composting, and curing, shall not occur in the following areas or the following distances, unless the operator takes special precautions and receives written authorization from the Department:

a. In a 100-year flood plain.

b. In or within 300 feet of an exceptional value wetland.

c. In or within 100 feet of a wetland other than an exceptional value wetland.

d. Within 100 feet of a sinkhole or area draining into a sinkhole.

e. Within 300 feet measured horizontally from an occupied dwelling unless the owner has provided a written waiver consenting to the facility being closer than 300 feet.

f. Within 50 feet of a property line, unless the operator demonstrates that only curing of compost is occurring within that distance.

g. Within 300 feet of a water source.

h. Within 3.3 feet of a regional groundwater water table.

i. Within 100 feet of a perennial stream.

Access Control

1. A gate or other barrier shall be maintained at all potential vehicular access points to block unauthorized access to the site.

2. Access to the site shall be limited to those times when an attendant is on duty.

Operational Requirements

1. No person, municipality, or county shall bring to or receive any material at a yard waste composting facility other than shrubbery and tree trimmings that have been shredded or chipped, unless shredding or chipping is provided at the facility, leaves, grass, and similar related yard debris.

2. The Department may prohibit the use of grass clippings at a yard waste composting facility if the grass clippings cause or contribute to nuisances, or if the site is adversely affecting, or has potential to adversely affect, the citizens or environment of the Commonwealth. Grass clippings shall not be brought to or received at a yard waste composting facility unless:

    a. Grass clippings delivered to the yard waste composting facility in bulk, bags or other collection containers are emptied of all grass clippings within 24 hours of delivery to the facility.

    b. Grass clippings are incorporated into the windrows of partially composted leaves or other yard waste within twenty-four (24) hours of delivery to the facility.

    c. Grass clippings are incorporated into the partially composted windrows of partially composted leaves or other yard waste at a ratio not to exceed one part grass clippings to three parts yard waste, by volume.

3. No more than 3,000 cubic yards of yard waste shall be placed, stored, or processed on any acre of a facility where composting activity occurs or is planned to occur.

4. A person, municipality, or county operating a yard waste composting facility shall, for the duration of yard waste composting activities, identify the operation by posting and maintaining signs that are clearly visible at the junction of each access road and public road. The signs shall be easily seen and read. They should be constructed of a durable, weather-resistant material. The sign wording shall include the name, address, and telephone number of the person(s), municipality(ies), or county(ies) operating the facility, the operating hours, and the materials that can be received by the facility.

5. Each yard waste composting facility shall be operated in a manner which results in the active biological decomposition of the vegetative material received.

6. Yard waste compost piles or windrows shall be constructed and maintained as follows:

    a. The compost area shall be constructed in a well drained area with a workable surface and slope of 2-4 percent to prevent ponding and control surface water.

    b. The size of the compost piles or windrows should not exceed eight feet in height or sixteen feet in width unless the composting technology can adequately manage the compost piles, and is approved by the Department.

    c. Compost piles or windrows shall be constructed within one week following receipt of compostable material at the facility.

d. During the active composting process, the optimal moisture content of the windrows or compost piles shall range from 40 to 60 percent to promote decomposition.

e. All surface water shall be diverted away from tipping, processing, composting, curing and storage areas. Surface water controls shall be based on a 24-hour precipitation event to be expected once every 25 years. Proper drainage must be maintained to prevent ponding and excessive moisture.

f. To promote decomposition, compost piles and windrows shall be turned and reconstructed at least once every three (3) months. A higher turning frequency may be required, depending on the composting technology unless the composting technology requires more intensive management.

7. The operator shall maintain sufficient distance between windrows or piles to allow the proper use of equipment during the deposit, removal, and turning of the compost.

8. The operator shall establish an adequate frequency for inspecting the facility to detect hot spots in any composting, curing or storage areas, dust or litter accumulation, surface water accumulation, erosion or sedimentation, vectors, odors, and other problems. The operator shall take prompt, necessary corrective actions.

9. The operator shall not allow compostable materials or residues to be blown or otherwise deposited offsite.

Residue Disposal

1. The operator shall not allow non-compostable residues or solid waste other than yard waste to accumulate at the facility, and shall provide for proper disposal or processing.

2. Yard waste and other municipal waste received at the facility that are not suitable for composting shall be removed weekly and disposed or processed at a permitted municipal waste facility.

Nuisance Control

1. The operator shall not cause or allow the attraction, harborage, or breeding of vectors.

2. The operator shall not cause or allow conditions that are harmful to the environment or public health, or which create safety hazards, odors, noise, or other public nuisances.

Emergency Response

1. Adequate space shall be maintained to allow the unobstructed movement of emergency personnel and equipment.

2. The operator of each yard waste composting facility shall immediately contact local police or fire departments or other appropriate state or local emergency response agencies in the event of fire, spill, or other hazards that threaten public health, safety, and welfare, or the environment, and whenever necessary in the event of personal injury.

Air Resources Protection

1. The operator shall implement fugitive dust control measures.

2. No person, municipality, or county shall cause or allow open burning at the facility.

Water Quality Protection

1. The operator shall manage surface water and control erosion and sedimentation in accordance with the requirements of 25 Pa. Code Chapter 102, Erosion Control.

2. The operator shall not cause or allow a point or non-point source pollution discharge from or on the facility to any surface waters of the Commonwealth.

2500-FM-BWM0264 Rev. 12/2008

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

YARD WASTE COMPOSTING FACILITY APPLICATION FORM

Please familiarize yourself with the Pennsylvania Department of Environmental Protection GUIDELINES FOR YARD WASTE COMPOSTING FACILITIES prior to filling out this form.

1. Operator (Name and Mailing Address) _____ Telephone Number _____

2. Name of Facility _____ Contact Telephone Number _____

   Contact Person _____

   Property Owner's Name _____

   Address of Facility _____

   (include Access Road Name and Legislative Route Number)

   State _____ Zip _____

   City-Borough-Township _____

   County _____

   Sponsoring Municipality (where applicable) _____

   Attach a United States Geological Survey 7.5 minute topographic map identifying the yard waste composting facility site boundaries outlined on it.

   Provide proof the operator has the legal right to enter the land and perform the approved activities.

3. The proposed composting method _____

   Total Acres of the composting facility _____

   The maximum quantity of yard waste and composted materials to be on the site at any one time:

   Yard waste in cubic yards _____

   Finished compost in cubic yards _____

4. Prepare and include in this application a general site plan* for the facility which illustrates the location of the following items:

   Access roads in relation to the nearest public road and private roads, wells, and property lines
   Tipping area
   Gate location
   Surface water controls, erosion and sedimentation controls
   Processing area including location, orientation, and size of compost piles or windrows
   Curing or storage areas
   North arrow scale of drawing

   **Please note that a hand drawn sketch that includes site dimensions is acceptable. An engineer's drawing is not required.*

5. Please address the following items: (attach additional sheet(s) if necessary)

- Provide a complete list of source(s) of yard waste to be received.

_____
_____
_____
_____
_____
_____

- Describe how the yard waste will be collected and received at the facility.

_____
_____
_____
_____
_____
_____

- Describe the method for inspecting incoming yard waste and for removing unacceptable material.

_____
_____
_____
_____
_____
_____

- Describe the windrow construction methods including equipment to be used.

_____
_____
_____
_____
_____
_____

- Describe the windrow size: Initial dimensions will be _____ wide x _____ high x _____ long.

- Describe the source of supplemental water which will be used to maintain an optimal 40 to 60% moisture content of compost piles or windrows.

_____
_____
_____
_____
_____
_____

- Indicate the frequency of windrow turning. _____

  Indicate the temperature range to be maintained. _____

  Indicate the method of windrow turning. _____

- Describe method for determining turning frequency.

_____
_____
_____
_____
_____
_____

- Describe the approximate duration of the composting cycle (in days). _____

  Describe the composting process. _____

  Describe the curing period for compost. _____

  Indicate the time required for storage and distribution. _____

  Indicate the total time required for the composting operation. _____

- Describe the marketing and distribution plan for the finished compost product.

_____
_____
_____
_____
_____
_____

- Describe the residue disposal plan and identify the disposal or processing site(s) to be used.

_____
_____
_____
_____
_____
_____

- Describe the plan for emergency response (fire, police, etc.).

_____
_____
_____
_____
_____
_____

- Outline the public information and education program (attach samples of literature if available).

_____
_____
_____
_____
_____
_____

LAND APPLICATION OF YARD WASTE

A municipality or county that collects yard waste and delivers it to any person to land apply as part of a normal farming operation, shall comply with the following guidelines in order to comply with the permit-by-rule requirements of 25 Pa. Code Section 271.103(h).

General Requirements

1. A municipality or county must notify the Department with the following information:

    a. Sponsoring municipality or county.

    b. Responsible official/contact person, including name, address, and telephone number.

    c. Location, including identification of the site on a U.S.G.S. 7.5' topographic map.

    d. Operational plan:

        i. A general site plan must be included which contains the following information for land application sites:

            A. Access road

            B. Tipping area

            C. Surface water controls (tipping area only)

            D. Farm soil conservation plan and nutrient management plan.

        ii. The operational narrative must include a description of each of the following:

            A. Operational hours for receiving yard waste

            B. Land application and incorporation frequency

            C. Plan for removal of yard waste from bags

            D. Spreading and incorporation methods and frequency

            E. Source of leaves and grass clippings.

        iii. Volume of yard waste processed during the previous year or expected to be processed during the first year of operation.

Operational Requirements

1. All surface water shall be diverted away from the tipping or storage area. Proper drainage must be maintained to prevent ponding.

2. Yard waste should be delivered to the farm in bulk. Where bags or other containers are used for collection, the bags or containers must be emptied of all yard waste delivered to the farm by the end of each day.

3. The Department may prohibit the use of grass clippings at the farm if the grass clippings cause or contribute to nuisances, or if the site has the potential to adversely affect the citizens or environment of the Commonwealth. Grass clippings shall not be brought to or received at a farm unless:

   a. The grass clippings are delivered to the farm in bulk. Where bags or other containers are used for collection, the bags and containers must be emptied of the grass clippings delivered to the farm by the end of each day.

   b. The grass clippings are to be spread in layers not to exceed six (6) inches in depth within one (1) week of delivery to the site.

   c. Grass clippings mixed with manure and stored in an acceptable manure storage facility may be stored for up to 120 days, provided the storage of the material does not create a nuisance or environmental impact.

4. The operator shall not allow compostable materials or residues to be blown or otherwise deposited offsite.

5. No yard waste may be disposed of in waters of the Commonwealth.

Residue Disposal

1. The operator shall not allow non-compostable residues or solid waste other than yard waste to accumulate at the farm, and shall provide for proper disposal or processing.

2. Yard waste and other municipal waste that is received at the farm, that is not suitable for land application, shall be removed weekly and disposed or processed at a permitted municipal waste facility.

Nuisance Control

1. The operator shall not cause or allow the attraction, harborage, or breeding of vectors.

2. The operator shall not cause or allow conditions that are harmful to the environment or public health, or that create safety hazards, odors, noise, and other public nuisances.

Air Resources Protection

1. The operator shall implement fugitive dust control measures when necessary.

2. No person, municipality, or county shall cause or allow open burning at the facility.

Water Quality Protection

1. The operator shall manage surface water and control erosion and sedimentation in accordance with the requirements of 25 Pa. Code Chapter 102, Erosion Control.

2. The operator shall not cause or allow a point or non-point source pollution discharge from or on the facility to any surface waters of the Commonwealth.

2500-FM-BWM0265 Rev. 12/2008

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

LAND APPLICATION OF YARD WASTE APPLICATION FORM

Please familiarize yourself with the Pennsylvania Department of Environmental Protection GUIDELINES FOR LAND APPLICATION OF YARD WASTE prior to filling out this form.

1. Sponsoring Municipality or County (Name and Mailing Address) _____ Telephone Number _____

2. Name of Farm _____ Contact Telephone Number _____
   Contact Person at Farm _____
   Property Owner's Name _____
   Address of Facility _____
   (include Access Road Name and Legislative Route Number)
   _____ Zip_____
   City-Borough-Township _____
   County _____
   Attach a U.S.G.S. 7.5" map identifying the farm and the yard waste site boundaries.

3. Total acres for farm land application area: _____

4. Volume of yard waste to be received annually in cubic yards: _____

5. Prepare and include in this application a general site plan* for the facility which illustrates the location of the following items:

   Access roads in relation to the nearest public road
   Tipping area
   Surface water controls (tipping area only)
   Fields proposed for land application.

   ** Please note that a hand drawn sketch that includes site dimensions is acceptable. An engineer's drawing is not required.*

6. Please address the following items:

   - A complete list of source(s) of yard waste to be received.

   _____
   _____
   _____
   _____
   _____

- Describe the method for inspecting incoming yard waste.

_____
_____
_____
_____
_____

- Describe the plan for rejecting or disposing of unacceptable materials and residuals.

_____
_____
_____
_____
_____

- Provide the name and location of the disposal or processing site for unacceptable materials and residuals.

_____
_____
_____
_____
_____

- Attach the farm soil conservation plan and nutrient management plan.
- Describe the volume of yard waste processed during the previous year or expected to be processed during the first year of operation.

_____
_____
_____
_____
_____

- Please provide an operational narrative which includes a description of each of the following:
  - Operational hours for receiving yard waste
  - Land application and incorporation frequency
  - Plan for removal of yard waste from bags
  - Spreading and incorporation methods and frequency
  - Source of leaves and grass clippings.

Appendix J

Waste Disposal Fee

2012 Mifflin County Solid Waste Authority Rate Structure

The **2012 MIFFLIN COUNTY SOLID WASTE AUTHORITY RATE STRUCTURE** will be as follows:

PUBLIC GATE RATE: $84.00 per ton plus applicable fuel surcharge
- All Cash sales regardless of type of vehicle
- $15 minimum fee equating to approx. 375 lbs.

All Rates below require a charge account with the Authority:

SMALL CONTRACTOR: $73.50 per ton plus applicable fuel surcharge
- applies to non-PaDep licensed small haulers (businesses)

LARGE COMMERCIAL: $64.90 per ton plus applicable fuel surcharge
- must be a PaDep Licensed Waste Hauler

** Rates exclude any new fees imposed by another county or governmental agency which are out of the Authority's control, during the operational year. Any such new fees, if imposed, will be added to the fees set forth above.

** Volume Discount Contracts for tonnage volumes in excess of 10,000 tons per year guarantee are offered to Haulers that meet these volumes, upon the applicable Hauler's request. The terms within these contracts supersede the general rates and terms outlined in this resolution.

2013 Mifflin County Solid Waste Authority Rate Structure

The **2013 MIFFLIN COUNTY SOLID WASTE AUTHORITY RATE STRUCTURE** will be as follows:

PUBLIC GATE RATE: $84.00 per ton plus applicable fuel surcharge
-All Cash sales regardless of type of vehicle
-$15 minimum fee equating to approx. 375 lbs.

All Rates below require a charge account with the Authority:
SMALL CONTRACTOR: $73.50 per ton plus applicable fuel surcharge
-applies to non-PaDep licensed small haulers (businesses)

LARGE COMMERCIAL $64.90 per ton plus applicable fuel surcharge
-must be a PaDep Licensed Waste Hauler

**Rates exclude any new fees imposed by another county or governmental agency which are out of the Authority's control, during the operational year. Any such new fees, if imposed, will be added to the fees set forth above.

**Volume Discount Contracts for tonnage volumes in excess of 10,000 tons per year guarantee are offered to Haulers that meet these volumes, upon the applicable Hauler's request. The terms within these contracts supersede the general rates and terms outlined in this resolution.

2014 Mifflin County Solid Waste Authority Rate Structure

The **2014 MIFFLIN COUNTY SOLID WASTE AUTHORITY RATE STRUCTURE** will be as follows:

PUBLIC GATE RATE: $84.00 per ton plus applicable fuel surcharge
-All Cash sales regardless of type of vehicle
-$15 minimum fee equating to approx. 375 lbs.

All Rates below require a charge account with the Authority:
SMALL CONTRACTOR: $73.50 per ton plus applicable fuel surcharge
-applies to non-PaDep licensed small haulers (businesses)

LARGE COMMERCIAL $64.90 per ton plus applicable fuel surcharge
-must be a PaDep Licensed Waste Hauler

**Rates exclude any new fees imposed by another county or governmental agency which are out of the Authority's control, during the operational year. Any such new fees, if imposed, will be added to the fees set forth above.

**Volume Discount Contracts for tonnage volumes in excess of 10,000 tons per year guarantee are offered to Haulers that meet these volumes, upon the applicable Hauler's request. The terms within these contracts supersede the general rates and terms outlined in this resolution.

Mifflin County Hauler Cost Analysis

Gannett Fleming

MEMORANDUM

TO: Mr. Kerry Tyson, Acting Director, MCSWA
FROM: Stephen Krajcsik, Project Manager
CC: Authority Members
SUBJECT: Hauler-Cost Analysis for Mifflin County Plan Update
DATE: April 22, 2002

Introduction

The Mifflin County Solid Waste Authority (MCSWA) hired Gannett Fleming, Inc. (GF) to update the current Solid Waste Management Plan. One of the tasks in the Solid Waste Management Plan Update is to determine if a transfer station is an economical option for Mifflin County, since its current disposal facility, the Barner Landfill, is expected to close in 2004 due to reaching its permitted waste capacity. The MCSWA has obtained a permit to construct and operate a transfer station at the Barner Landfill site. If a transfer station is determined to be the most economical alternative for transporting waste for disposal outside of Mifflin County, and if the MCSWA decides to pursue the transfer station project, it is imperative that waste commitments and financing arrangements be secured now so that its operation commences with the closing of the Barner Landfill. This analysis compares the cost of the direct haul of municipal waste to numerous out-of-county disposal sites vs. the transfer haul of municipal waste from an in-county transfer station to the disposal facilities. Figure 1 illustrates the location of the disposal sites included in this analysis.

Current Hauling Activities

Currently, most waste hauling activities in Mifflin County use direct hauling to a disposal site (Barner Landfill). There is no operating transfer station in Mifflin County. To compare transfer hauling with direct hauling of waste disposal in the County, GF has developed computer model cost spreadsheets to assist in this analysis. A variety of spreadsheet assumptions have been developed and reviewed with the MCSWA staff. GF has calibrated these computer models (and data inputs) against current reports of solid waste services and costs in Mifflin County, and has adjusted the inputs appropriately to generate cost results that are within 10-20% of the reported costs.

A sensitivity analysis of specific data inputs was also conducted to determine the relative impact of changing certain input assumptions. The results of this sensitivity analysis are presented herein. To the extent that data inputs are high or low, they are expected to affect both direct hauling and transfer hauling cost estimates similarly; that is, the relative comparison of the costs of the two hauling methods should still be valid.

Direct Haul

Direct haul systems are the simplest, most common, and usually least expensive transportation systems, provided the distance from the collection route to the disposal site is not too great. As the hauling distance increases, operating costs increase and the efficiency of the direct haul system decreases. Factors such as nonproductive labor time, vehicle maintenance costs, and overall operating costs increase because more time is being spent traveling to and from the disposal site rather than on the daily collection route(s).

Table 1 compares the cost of direct haul to an In-County disposal facility (Barner Landfill) to five different out-of-county disposal facilities at varying distances from Lewistown.

Table 1
Estimated Direct Haul Costs

Variables	In-County Disposal Facility	Proposed Disposal Facility #1	Proposed Disposal Facility #2	Proposed Disposal Facility #3	Proposed Disposal Facility #4	Proposed Disposal Facility #5
One Way Distance (miles)	5	61	73.5	83	96	107
Average Hauling Speed (mph)	25	32	33	35	37	40
Estimated Round Trip Travel Time With Disposal (Hours)	0.9	4.3	5.0	5.2	5.7	5.9
Estimated Direct Haul Cost Per Ton (to nearest dollar)	$14	$61	$71	$77	$83	$88

Transfer Haul

In the transfer haul analysis, it is assumed that the MCSWA would construct and operate a transfer station located at the Barner Landfill. In this analysis, the MCSWA would use its own employees to operate the transfer station. After waste is transported to the transfer station, the MCSWA has two options: use its own employees and transfer trailers for hauling, or contract haul the municipal waste to an out-of-county disposal facility.

Table 2 compares the cost of transfer haul to five different out-of-county disposal facilities at varying distances from Lewistown. Table 3 presents an estimate of the cost to construct a transfer station at the Barner Site. Table 4 presents an estimate of the annual

operation and maintenance costs associated with transfer station. Together, Tables 3 and 4 present the estimated capital and operating and maintenance costs that were used in the transfer haul cost analysis.

Table 2
Estimated Transfer Haul Costs

Variables	Proposed Disposal Facility #1	Proposed Disposal Facility #2	Proposed Disposal Facility #3	Proposed Disposal Facility #4	Proposed Disposal Facility #5
One Way Distance (miles)	61	73.5	83	96	107
Average Hauling Speed (mph)	32	33	35	37	40
Estimated Round Trip Travel Time With Disposal (Hours)	4.3	5.0	5.2	5.7	5.9
Estimated Transfer Haul Cost Per Ton (to nearest dollar)	$26	$29	$30	$31	$32

Comparison of Hauling Cost Estimates

As Table 1 indicates, the current cost to haul wastes directly to the Barner Landfill site from a collection route within about five miles of the landfill is estimated at approximately $14 per ton (which equates to less than $2 per household per month). The combined cost to collect, direct-haul, and dispose of municipal waste at the Barner Landfill is estimated (by the GF direct haul cost model) at $14 per household per month, or about $180 per household per year. This estimate is consistent with responses received from surveys of municipalities conducted last year as part of the solid waste plan update. In those surveys, households reportedly paid between $122 and 204 annually for waste collection, hauling and disposal services. This validates the reasonableness of the direct haul cost model for use in the Mifflin County analysis.

For out-of-county waste disposal sites, the estimated cost to direct-haul wastes increases significantly. Table 1 shows that the direct hauling cost increases with hauling distance, and ranges from $61 to $88 per ton for the sites evaluated. This represents a $47 to $74 per ton increase in hauling costs over use of the in-county Barner Landfill.

The estimated cost to construct and operate a waste transfer station at the Barner Landfill site, and to haul wastes to these same out-of-county disposal sites, is significantly less than direct-haul costs to the sites. As Table 2 indicates, the transfer haul costs to these sites range from $26 to $32 per ton, roughly a 60% savings over direct hauling costs.

Sensitivity Analysis

An analysis of the sensitivity of the cost estimates generated by the GF transfer haul computer cost model was conducted, to assess whether key data inputs have a significant impact on the per ton cost projections of the model. We varied construction cost, operating cost, throughput tonnage, and financing rate inputs, to assess the impact of varying each of these data inputs.

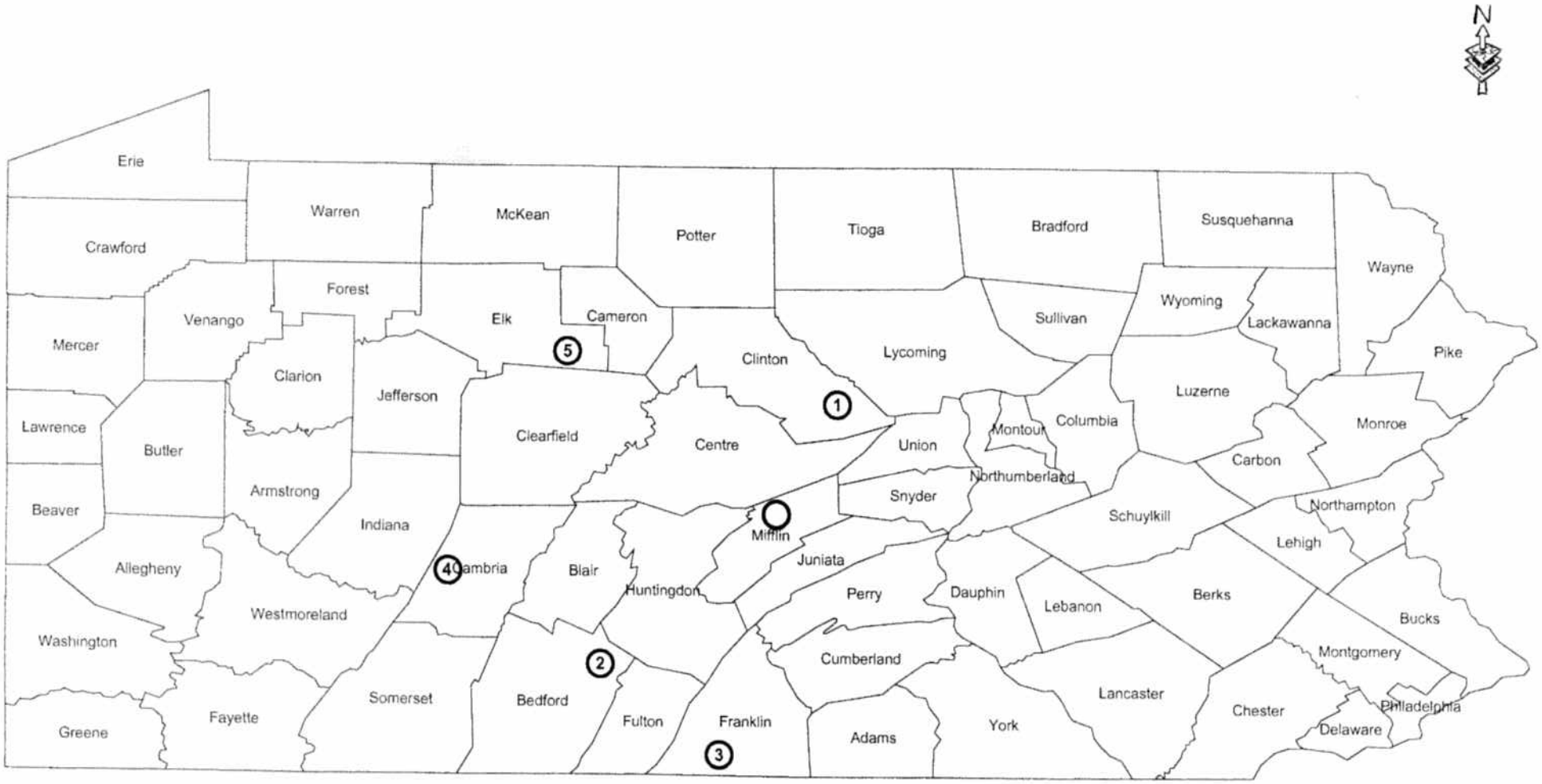
	ASSUMPTIONS	TRANSFER HAUL COST
1. Base Case:	$650,000 transfer station construction cost $420,000 transfer station O&M cost 140 tons per day throughput (36,400 tpy) 6% project financing rate	$26-32/ton (from Table 2)
2. Const. Cost:	$552,000 (15% lower) $455,000 (30% lower)	$25-32/ton $25-31/ton
3. O&M Cost:	$398,000 (10% lower) $338,000 (20% lower)	$25-31/ton $23-30/ton
4. Financing:	4.5% financing rate	$25-31/ton
5. Tonnage:	126 tpd (32,760 tpy) (10% less) 154 tpd (40,040 tpy) (10% more) 168 tpd (43,680 tpy) (20% more)	$26-32/ton $23-29/ton $21-28/ton
6. Combination:	$455,000 const. cost (30% lower) $338,000 O&M cost (20% lower) 154 tpd throughput (10% more)	$21-27/ton

Conclusions

As this analysis clearly shows, it is more cost-effective to transfer wastes into larger trucks and transport them to distant landfill sites than it is to use the collection trucks for direct hauling. This is consistent with fact that it will take four to six hours for a round trip haul to an out-of-county landfill (including unloading time at the site), and it is costly to have a collection crew and truck off the collection route for a large part of the day. By utilizing a waste transfer station, the collection crew and truck can service additional customers daily, and the waste can be transported more economically with one driver and a large transfer truck to a disposal site. Given the long distances to the other disposal sites that must be used once the Barner Landfill closes, a transfer station is financially viable, and will benefit both the residents of Mifflin County (via lower hauling costs that are passed on through lower waste service rates) and the private haulers (via more efficient use of equipment and crews for collection and not long-distance hauling).

Should the MCSWA construct and operate a transfer station at the Barner Landfill Site (for which it has obtained a PADEP transfer station permit), the transfer facility will also allow the MCSWA to continue to 1) provide a local receiving/disposal site for hundreds of individuals and small haulers that now use the Barner Landfill, and 2) provide a location for drop-off and processing of recyclables and special handling wastes, as is now done at the Barner Landfill with recyclable containers, paper and cardboard, white goods, yard waste, and tires.

Figure 1



- Barner Landfill : Proposed Transfer Station Site
- 1 Wayne Township Landfill (Clinton County) : 61.0 Miles
- 2 Sandy Run Landfill (WSI) : 73.5 Miles
- 3 Mountain View Reclamation Landfill (WMI) : 83.0 Miles
- 4 Laurel Highlands Landfill, Inc. (WMI) : 96.0 Miles
- 5 Greentree Landfill (Superior) : 107.0 Miles

Proposed Mifflin County Regional Municipal Waste Disposal Sites (For Hauling Cost Analysis)

0 5 10 20 30 40
Miles

Legend

Type

- Municipal Waste Landfill
- Municipal Waste Landfill (In County)

Projection: Stateplane
Datum: NAD 27

Date: April, 2002
Map created using ArcGIS by JLS

GEODECISIONS

Gannett Fleming

Table 3
Preliminary Cost Estimate for Transfer Station Capital Cost

Item No.	Associated Costs	Unit Size	Cost Per Unit Size	Estimated Cost
1.	Pre-Engineered Building	10,320 sq. ft.	$21.40 /sq. ft.	$220,850
	Eave Overhang (Front)	120 ft.	$21.90 /ft	$2,630
	Flashing	172 ft.	$6.44 /ft	$1,108
	Insulation	20,000 sq. ft.	$0.77 /sq. ft.	$15,400
2.	Lean-To	2400 sq. ft	$21.40 /sq. ft	$51,360
3.	Footing (Spread)	412 lf	$55.00 /lf.	$22,660
	Walls	412 lf.	$49.67 /lf.	$20,460
	Reinforced Floor Slab	12,720 sq. ft	$5.50 /sq. ft.	$69,960
4.	Retaining Wall	120 ft.	$385 /lf	$46,200
			Facility Subtotal (Items 1-4):	**$451,000**
5.	Mechanical/Electrical Allowance at 10% of Facility Subtotal			**$45,100**
6.	Landscaping Allowance			**$11,000**
7.	Earthwork Allowance			**$11,000**
			Construction Cost Subtotal (Items 1-7):	**$518,100**
8.	Construction Contingency at 25 % of construction cost			**$130,000**
			Total Preliminary Construction Cost Estimate =	**$648,100**
			Say: =	**$650,000**

Table 4
Cost Estimate for Annual Operation and Maintenance

Operating Expenses	Landfill O+M: 2000	Landfill O+M: 2004	Transfer Station O+M: First Full Year of Operation: 2005
Personnel Costs	$356,397	$431,250	$222,094
Support Costs	$13,700	$13,700	$13,700
Utility Costs	$103,520	$101,318	$52,179
Maintenance Costs	$72,348	$83,165	$42,830
Supplies Costs	$37,150	$34,639	$17,839
Recycling/Special Waste Handling	$12,300	$15,845	$16,320
Insurance Costs	$70,164	$67,161	$42,886
Other Costs	$14,300	$14,300	$14,300
Subtotal	**$679,879**	**$761,378**	**$422,148**

Gannett Fleming

PROJECT:	Mifflin County Solid Waste Authority Bam[illegible]ill		
SUBJECT:	Direct Haul Model	SHEET No.	1 of 2
METHOD:		JOB NO.	37136
BY:	Lezinski	Checked: Keene	

Objective:

Condition:

VARIABLE INPUTS:

AVERAGE TONS PER DAY	20.0	TPD(7 day)
COLLECTION VEHICLE PAYLOAD	0	TONS
ALTERNATE PAYLOAD	24	CU.YD.
ESTIMATED DENSITY	650	# / CU.YD.
TURNAROUND TIME (DISPOSAL)	30	MINS.
BUSINESS DAYS PER YEAR	260	DAYS
WORK YEAR	2,080	HOURS
PRODUCTIVE LENGTH OF WORK DAY	8.0	HOURS
WAGES: DRIVER	$14.00	per HOUR
LABORER	$10.00	per HOUR
MECHANIC	$18.00	per HOUR
FRINGES	30%	
OVERTIME (O.T.)	20%	
OVERHEAD & PROFIT FACTOR	20%	
INTEREST RATE	6.0%	
COLLECT. VEHICLE CAPITAL COST	$120,000	
CONTRACT HOURLY RATE	$0.00	per HOUR
CREW SIZE	2	PERSONS
AMORTIZATION LIFE	5	YEARS
LIFE OF VEHICLE	200,000	MILES
SALVAGE VALUE (%)	0	PERCENT
MAINTENENCE & REPAIRS	$0.30	per MILE
FUEL EFFICIENCY	5	MPG
No. of TIRES	10	per VEH.
LIFE OF TIRE	30,000	MILES
TIRE COST	$350	each
FUEL COST	$1.50	per GAL.

ALTERNATIVES:

		Barner Landfill	Wayne Township (Clinton County)	Sandy Run (WSI)	Mountain View (WMI)	Laurel Highlands (WMI)	Greentree (Superior)
LOCATION		In-County Disposal Facility	Proposed Disposal Facility #1	Proposed Disposal Facility #2	Proposed Disposal Facility #3	Proposed Disposal Facility #4	Proposed Disposal Facility #5
DISPOSAL FEE (2002)	$/TON	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ONE WAY DISTANCE	MILES	5.0	61.0	73.5	83.0	96.0	107.0
AVERAGE SPEED (HAULING)	MPH	25.0	32.0	33.0	35.0	37.0	40.0
VEHICLE REQUIREMENTS							
NUMBER OF VEHICLE TRIPS MADE	(per day)	3.6	3.6	3.8	3.9	4.1	4.2
ROUND TRIP HAUL TRAVEL TIME	(hours)	0.9	4.3	5.0	5.2	5.7	5.9
COLLECT. & HAUL TIME (FULL VEH.)	(hours)	4.4	7.8	8.4	8.7	9.1	9.3
POTENTIAL UNITS ON SECOND TRIP	(avg.unit)	231	8	-13	-22	-34	-39
TOTAL UNITS COLLECTED PER VEH.	(per day)	508	265	263	254	242	236
No. of COLLECTION VEHICLES REQUIRED		2	4	4	4	5	5
No. of RESERVE VEHICLES REQUIRED		1	1	1	1	1	1
No. of SERVICE VEHICLES REQUIRED		1	1	1	1	1	1
AVE. MILES DRIVEN/COLL. VEH. (PER YEAR)		8,504	28,067	32,144	37,001	36,913	41,505
AVE. COLL. VEH. LIFE(YEARS)		24	8	6	5	5	5
	Opt.						
TIME-BASED ANNUAL COSTS	Effic.	97.9%	87.3%	94.6%	97.8%	82.3%	83.7%
FLEET STORAGE YARD AMORTIZATION		$0	$0	$0	$0	$0	$0
COLLECTION VEHICLE AMORTIZATION		$56,975	$113,950	$113,950	$113,950	$142,438	$142,438
COLLECTION VEHICLE CONTRACT RATE		$0	$0	$0	$0	$0	$0
WAGES (COLLECTION VEHICLE CREW)		$149,760	$299,520	$299,520	$299,520	$374,400	$374,400
RESERVE VEHICLE(S)		$14,244	$14,244	$14,244	$14,244	$14,244	$14,244
WAGES (RESERVE VEHICLES)		$43,680	$43,680	$43,680	$43,680	$43,680	$43,680
SERVICE VEHICLE(S)		$8,309	$8,309	$8,309	$8,309	$8,309	$8,309
WAGES (SERVICE VEHICLES)		$87,360	$87,360	$87,360	$87,360	$87,360	$87,360
MISCELLANEOUS x No. of VEHICLES		$17,200	$25,800	$25,800	$25,800	$30,100	$30,100

Gannett Fleming

PROJECT:	Mifflin County Solid Waste Authority Ba[illegible]dfill
SUBJECT:	Direct Haul Model
METHOD:	
BY:	Lezinski — Checked: Keene
SHEET No.	2 of 2
JOB NO.	37136

Objective:

Condition:

COLLECTION VEHICLE EMPTY: At start of work day,		
enter "0" for empty or "1" for partial load.	1	part. load
2nd COLLECTION TRIP: The ratio to a full load		
before a 2nd collection trip is made when	50%	full load
there is a zero above.		
RESERVE VEHICLE COST	$60,000	
No. of VEH./ RESERVE VEH.	5	
No. of DRIVERS PER VEH.	1	
No. of LABORERS PER VEH.	0	
SERVICE VEHICLE COST	$35,000	
No. of VEH./ SERVICE VEH.	10	
No. of MECHANICS PER VEH.	1	
No. of LABORERS PER VEH.	1	
MISC. (PERMITS, LICENSE, INSURANCE, T/	$4,300	per YEAR
PER VEHICLE (ALL TYPES):		
MSW GENERATION RATE PER PERSON	3.14	#/DAY/PER.
AVG. PERSONS PER HOUSEHOLD	2.57	PER./UNIT
AVG. TIME PER UNIT PICKUP	0.75	MINS./UNIT
COLLECTION FREQUENCY	1	PER WEEK
AVG. COLLECTION ROUTE SPEED	5	MPH
MSW PER UNIT PER COLLECTION	0.028	(ton/unit)
AVG.UNITS SERVICED/WORK DAY	994	(unit/day)
UNITS PER FULL VEHICLE	276	(units)
COLLECTION TIME (FULL TRUCK)	3.5	(hours)
NUMBER OF VEHICLE TRIPS REQ'D.	3.6	(per day)
FLEET STORAGE/MAINTENANCE YARD		
CAPITAL COST (IF ANY)	$0	(2002$)
AMORTIZATION LIFE	20	YEARS

TOTAL ANNUAL TIME-BASED COSTS		**$377,528**	**$592,863**	**$592,863**	**$592,863**	**$700,530**	**$700,530**
ANNUAL TIME-BASED COSTS - COLLECTION		$293,196	$230,215	$230,215	$230,215	$217,618	$217,618
ANNUAL TIME-BASED COSTS - HAULING		$76,441	$287,600	$330,418	$349,645	$358,651	$368,789
OVERHEAD COSTS - DEAD TIME		$7,891	$75,049	$32,231	$13,003	$124,261	$114,123
MILEAGE-BASED COSTS ($ per mile)							
FUEL		$0.30	$0.30	$0.30	$0.30	$0.30	$0.30
TIRES		$0.12	$0.12	$0.12	$0.12	$0.12	$0.12
MAINTENENCE & REPAIRS		$0.30	$0.30	$0.30	$0.30	$0.30	$0.30
TOTAL MILEAGE-BASED COST	(per mile)	$0.72	$0.72	$0.72	$0.72	$0.72	$0.72
TOTAL ANNUAL MILES (COLLECTION)		16,154	16,154	16,154	16,154	16,154	16,154
TOTAL ANNUAL MILES (HAUL)		9,359	114,179	144,569	168,853	205,326	232,879
TOTAL ANNUAL MILEAGE-BASED COST		$18,284	$93,405	$115,184	$132,588	$158,727	$178,473
GRAND TOTAL ANNUAL COST, WITHOUT PROFIT		**$395,812**	**$686,268**	**$708,047**	**$725,451**	**$859,257**	**$879,004**
ECONOMIC SUMMARY							
FLEET STORAGE/MAINT. FACILITY		$0	$0	$0	$0	$0	$0
COLLECTION VEHICLE(S) COST		$240,000	$480,000	$480,000	$480,000	$600,000	$600,000
RESERVE VEHICLE(S) COST		$60,000	$60,000	$60,000	$60,000	$60,000	$60,000
SERVICE VEHICLE(S) COST		$35,000	$35,000	$35,000	$35,000	$35,000	$35,000
TOTAL CAPITAL COST OF OPTION		**$335,000**	**$575,000**	**$575,000**	**$575,000**	**$695,000**	**$695,000**
AVG. COSTS PER BUSINESS DAY - WITH PROFIT:							
TRAVEL COST PER TON-MILE (hauling only)		$1.37	$0.50	$0.49	$0.47	$0.43	$0.41
AVG. COLLECTION COST	(per day)	$1,407	$1,116	$1,116	$1,116	$1,058	$1,058
AVG. HAULING COST	(per day)	$384	$1,705	$2,003	$2,172	$2,334	$2,472
AVG. DISPOSAL COST	(per day)	$0	$0	$0	$0	$0	$0
OPTION PREMIUM (DEAD COSTS)	(per day)	$36	$346	$149	$60	$574	$527
TOTAL COLLECT/HAUL/DISPOSAL $	(per day)	$1,827	$3,167	$3,268	$3,348	$3,966	$4,057
	(per ton)	$65	$113	$116	$119	$141	$144
RATIO OF DISPOSAL COSTS TO TOTAL COSTS		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ANNUAL COLLECT/HAUL/DISPOSAL - W/ PROFIT		**$474,974**	**$823,522**	**$849,657**	**$870,542**	**$1,031,109**	**$1,054,804**
AVG. COSTS PER HOUSEHOLD PER MONTH:							
AVG. COLLECTION COST	(per month)	$6.13	$4.86	$4.86	$4.86	$4.61	$4.61
AVG. HAULING COST	(per month)	$1.67	$7.43	$8.73	$9.47	$10.18	$10.78
AVG. DISPOSAL COST	(per month)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OPTION PREMIUM (DEAD COSTS)	(per month)	$0.16	$1.51	$0.65	$0.26	$2.50	$2.30
TOTAL COLLECT/HAUL/DISPOSAL $	(per month)	**$7.96**	**$13.81**	**$14.25**	**$14.60**	**$17.29**	**$17.68**
DIRECT HAUL COST	(per ton)	**$13.67**	**$60.73**	**$71.35**	**$77.37**	**$83.15**	**$88.06**

Gannett Fleming

PROJECT:	Mifflin County Solid Waste Authority [illegible] andfill		
SUBJECT:	Transfer Haul Model	SHEET No.	1 of 2
METHOD:		JOB NO.	37136
BY:	Lezinski	Checked: Keene	

Objective:

Condition:

VARIABLE INPUTS

AVERAGE TONS PER DAY	140	TPD
TRANSFER VEHICLE PAYLOAD	20	TONS
ALTERNATE PAYLOAD	0	CU.YD.
ESTIMATED DENSITY	0	# / CU.YD.
TURNAROUND TIME	30	MINS.
BUSINESS DAYS PER YEAR	260	DAYS
WORK YEAR	2,080	HOURS
PRODUCTIVE LENGTH OF WORK DAY	11	HOURS
WAGES: DRIVER	$14.00	per HOUR
LABORER	$10.00	per HOUR
MECHANIC	$18.00	per HOUR
FRINGES	30%	
OVERTIME (O.T.)	25%	
OVERHEAD & PROFIT FACTOR	0%	
INTEREST RATE	6.0%	
TRANSFER TRAILER CAPITAL COST	$120,000	
CONTRACT HOURLY RATE	$0.00	per HOUR
AMORTIZATION LIFE	5	YEARS
CREW SIZE	1	PERSONS
MAINTENENCE & REPAIRS	$0.32	per MILE
FUEL EFFICIENCY	5	MPG
No. of TIRES	18	per VEH.
LIFE OF TIRE	30,000	MILES
TIRE COST	$400	each
FUEL COST	$1.50	per GAL.
TRANSFER VEHICLE EMPTY: At start of work day, enter "0" for empty or "1" for partial load.	0	part. load
YARD TRACTOR CAPITAL COST	$50,000	
No. of VEH./ TRANSFER TRAILOR.	10	
No. of DRIVERS PER VEH.	0	
No. of LABORERS PER VEH.	0	
INCLUDE RESERVE VEHICLES? ("1"=yes, "0"=no):	1	

ALTERNATIVES:

		Wayne Township (Clinton County)	Sandy Run (WSI)	Mountain View (WMI)	Laurel Highlands (WMI)	Greentree (Superior)
LOCATION		PROPOSED DISP. FACILITY #1	PROPOSED DISP. FACILITY #2	PROPOSED DISP. FACILITY #3	PROPOSED DISP. FACILITY #4	PROPOSED DISP. FACILITY #5
DISPOSAL FEE (2002)	$/TON	$0.00	$0.00	$0.00	$0.00	$0.00
ONE WAY DISTANCE	MILES	61	73.5	83	96	107
AVERAGE SPEED	MPH	32	33	35	37	40
NUMBER OF TRIPS REQ'D	(per day)	7.0	7.0	7.0	7.0	7.0
NUMBER OF TRIPS MADE	(per day)	7	7	7	7	7
ROUND TRIP TRAVEL TIME	(hours)	4.3	5.0	5.2	5.7	5.9
POSSIBLE TRIPS PER VEHICLE	(per day)	3	2	2	2	2
No. of TRANSFER VEHICLES REQUIRED		3	4	4	4	4
No. of RESERVE VEHICLES REQUIRED		1	1	1	1	1
No. of SERVICE VEHICLES REQUIRED		0	0	0	0	0
TIME-BASED ANNUAL COSTS						
TRANSFER FACILTY AMORTIZATION		$56,670	$56,670	$56,670	$56,670	$56,670
PROJECT FINANC./ENG./LEGAL/OTHER		$16,635	$18,518	$18,518	$18,518	$18,518
TRANSFER FACILITY O&M		$420,000	$420,000	$420,000	$420,000	$420,000
TRANSFER VEHICLE AMORTIZATION		$85,463	$113,950	$113,950	$113,950	$113,950
TRANSFER VEHICLE CONTRACT RATE		$0	$0	$0	$0	$0
WAGES (TRANSFER VEHICLE CREW)		$135,408	$180,544	$180,544	$180,544	$180,544
RESERVE VEHICLE(S)		$11,870	$11,870	$11,870	$11,870	$11,870
WAGES (RESERVE VEHICLES)		$0	$0	$0	$0	$0
SERVICE VEHICLE(S)		$0	$0	$0	$0	$0
WAGES (SERVICE VEHICLES)		$0	$0	$0	$0	$0
MISCELLANEOUS x No. of VEHICLES		$17,200	$21,500	$21,500	$21,500	$21,500
TOTAL ANNUAL TIME-BASED COST		$743,245	$823,052	$823,052	$823,052	$823,052
MILEAGE-BASED COSTS ($ per mile)						
FUEL		$0.30	$0.30	$0.30	$0.30	$0.30
TIRES		$0.24	$0.24	$0.24	$0.24	$0.24
MAINTENENCE & REPAIRS		$0.32	$0.32	$0.32	$0.32	$0.32
TOTAL MILEAGE-BASED COST	(per mile)	$0.86	$0.86	$0.86	$0.86	$0.86
TOTAL ANNUAL MILES		222,040	267,540	302,120	349,440	389,480
TOTAL ANNUAL MILEAGE-BASED COST		**$190,954**	**$230,084**	**$259,823**	**$300,518**	**$334,953**

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PROJECT:	Mifflin County Solid Waste Authority B[illegible]andfill		
SUBJECT:	Transfer Haul Model	SHEET No.	2 of 2
METHOD:		JOB NO.	37136
BY:	Lezinski	Checked: Keene	

Objective:

Condition:

SERVICE VEHICLE COST		
No. of VEH./ SERVICE VEH.	1	
No. of MECHANICS PER VEH.	1	
No. of LABORERS PER VEH.	0	
INCLUDE SERVICE VEHICLES?		
("1"=yes, "0"=no):	0	
MISC. (PERMITS, LICENSE, INSURANCE, TAXES)->		
PER VEHICLE (ALL TYPES):	$4,300	per YEAR
TRANSFER FACILITY:		
PEAK/AVG. FACTOR	18%	of TPD
AMORTIZATION LIFE	20	YEARS
ENGINEERING AND LEGAL	12%	of CAPITAL
FINANCING COSTS	6%	of CAPITAL
"OTHER" PROJECT ITEMS	$0	(item)
FACILITY DESIGN SIZE	140	TPD
CAPITAL COST	$650,000	(2002$)
ANNUAL O&M COST	$420,000	(2002$)
Enter "0" for exclusion or "1" for		
inclusion of these facilty costs.		
	1	COSTS

GRAND TOTAL ANNUAL COST, WITHOUT PROFIT		**$934,200**	**$1,053,136**	**$1,082,875**	**$1,123,570**	**$1,158,005**
ECONOMIC SUMMARY						
FACILITY COST		$650,000	$650,000	$650,000	$650,000	$650,000
TRANSFER VEHICLE(S) COST		$360,000	$480,000	$480,000	$480,000	$480,000
RESERVE VEHICLE(S) COST		$50,000	$50,000	$50,000	$50,000	$50,000
SERVICE VEHICLE(S) COST		$0	$0	$0	$0	$0
TOTAL CAPITAL COST OF OPTION		$1,060,000	$1,180,000	$1,180,000	$1,180,000	$1,180,000
PROJECT FINANC./ENG./LEGAL/OTHER		$190,800	$212,400	$212,400	$212,400	$212,400
TOTAL AMOUNT TO BE FINANCED		**$1,250,800**	**$1,392,400**	**$1,392,400**	**$1,392,400**	**$1,392,400**
TOTAL TRAVEL COST/HAUL VEHICLE	(per mile)	$4.21	$3.94	$3.58	$3.22	$2.97
TOTAL TRAVEL COST PER TON-MILE		$0.21	$0.20	$0.18	$0.16	$0.15
TRAVEL COST PER TON-MILE, WITH PROFIT		$0.21	$0.20	$0.18	$0.16	$0.15
TOTAL TRAVEL COST, WITH PROFIT	(per trip)	**$513**	**$579**	**$595**	**$617**	**$636**
COST FOR DISPOSAL-FULL LOAD	(per trip)	$0	$0	$0	$0	$0
FULL LOAD COST: HAUL & DISPOSAL	(per trip)	$513	$579	$595	$617	$636
AVG. DAILY HAUL & DISPOSAL COST	(w/profit)	**$3,593**	**$4,051**	**$4,165**	**$4,321**	**$4,454**
ANNUAL TOTAL: HAUL & DISPOSAL	(w/profit)	$934,200	$1,053,136	$1,082,875	$1,123,570	$1,158,005
COST PER TON: HAUL & DISPOSAL	(w/profit)	**$25.66**	**$28.93**	**$29.75**	**$30.87**	**$31.81**
TRAVEL COST PER TON, WITH PROFIT		$25.66	$28.93	$29.75	$30.87	$31.81

Gannett Fleming

MEMORANDUM

TO: Mr. Kerry Tyson, Acting Director, MCSWA
FROM: Stephen Lezinski, Solid Waste Specialist
CC:
SUBJECT: Hauler Cost Model Assumptions for Mifflin County Analysis
DATE: April 18, 2002

Dear Mr. Tyson,

This memorandum is in response to your comments regarding the Hauler-Cost Assumptions. Our responses will concur with your Memorandum dated April 8, 2002 as follows :(Ref. # 1-8 as applies)

1. (Ref. #1) We have noted the change to 36,500 tons per year:
   a. For Direct Haul the tonnage changes from 21 tpd to **20** tons per day. Assumes 20% of 100 ton per day average (7 day basis)
   b. For Transfer Haul the tonnage changes from 146 tpd to **140** tons per day (5 day basis)

2. (Ref. #4) Transfer Truck and Trailer Cost:
   a. The **$120,000** is an input for the Hauler Cost Model that is used to calculate the number of transfer vehicles that would be needed based on the amount of waste, the average speed of the transfer truck and trailer, and the travel distance.
   b. Example:
      1. 140 tons per day waste
      2. Superior Greentree Landfill 107 miles away
      3. Average Speed was calculated at 40 mph
      4. Number of Service Vehicle Trips Required = 7
      5. Number of Transfer Vehicles Required = **4**

3. We have also included a cost of $50,000 for one Yard-Tractor to move trailers within the Transfer Station Site.

4. (Ref. 5) Contract Haul Rate $60.00 per hour:
   a. The Contract Haul Rate was included within the initial assumptions as an alternative method for calculating waste disposal cost. You are correct in that it will not be used in the evaluations. If the Contract Haul Rate was instituted in the evaluation, employee and equipment (tractor trailer) costs would be lowered accordingly.

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5. (Ref. 6) Maintenance and Repair Cost $0.38 per mile
   a. Due to the assumption of the purchase of new equipment by the Authority, the vehicle maintenance and repair cost will be lowered to $0.32 per mile.

6. (Ref. 7) Transfer Station Capital Cost $650,000
   a. The $650,000 Transfer Station Capital Cost was based on similar estimates of Transfer Stations that Gannett Fleming, Inc. has completed. Please see Page 3 of this Memorandum for the basis of this cost estimate.

7. (Ref. 8) Estimated annual operation and maintenance cost $420,000
   a. The $420,000 Annual Operation and Maintenance Cost was based off of the Mifflin County Solid Waste Authority's 2000 budget which was projected into 2004, which is the projected closure date of the Barner Landfill. Due to the closure of the Barner Landfill, certain percentages of operating expenses were calculated for the year 2005, which is the projected first full year of operation of the proposed Transfer Station. The 2005 operating costs reflect approximately $420,000. Please see Page 4 of this Memorandum for justification of cost.
   b. Confirmation on the annual operation and maintenance cost is needed because it is an input that impacts overall cost in the final analysis. Please review this estimate and provide comments.

Preliminary Cost Estimate for Transfer Station Capital Cost

Associated Costs:

1. Pre-Engineered Building:
   10,320 sq. ft. * $21.40 /sq. ft. = $220,850

   Eave Overhang (Front):
   120 ft. * $21.90 /ft = $2,630

   Flashing:
   172 ft. * $6.44 /ft. = $1,108

   Insulation:
   20,000 sq. ft. * $0.77 /sq. ft. = $15,400

   $240,000

2. Lean To:
   2400 sq. ft. * $21.40 /sq. ft. = **$51,360**

3. Foundation- 412 lf:

Footing (Spread):	412 lf. * $55.00 /lf.	=	$22,660
Walls:	412 lf. * $49.67 /lf.	=	$20,460
Reinforced Floor Slab:	12,720 sq. ft. * $5.50 /sq. ft.	=	$69,960
			$113,080

4. Retaining Wall:
   120 ft. * $385 /lf = **$46,200**

Facility Subtotal: $451,000

5. Mechanical/Electrical Allowance at 10%: = **$45,100**
6. Landscaping: = **$11,000**
7. Earthwork: = **$11,000**

Construction Cost Subtotal: $518,100

8. Contingency at 25 %: = **$130,000**

Total Preliminary Construction Cost Estimate = $648,100
***Say: = $650,000**

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Cost Estimate for Annual Operation and Maintenance

Operating Expenses	2000	Projected Closure of Landfill: 2004	Projected First Full Year of Transfer Station: 2005
Personnel Costs	$356,397	$431,250	$222,094
Support Costs	$13,700	$13,700	$13,700
Utility Costs	$103,520	$101,318	$52,179
Maintenance Costs	$72,348	$83,165	$42,830
Supplies Costs	$37,150	$34,639	$17,839
Recycling/Special Waste Handling	$12,300	$15,845	$16,320
Insurance Costs	$70,164	$67,161	$42,886
Other Costs	$14,300	$14,300	$14,300
Subtotal	**$679,879**	**$761,378**	**$422,148**

MIFFLIN COUNTY SOLID WASTE AUTHORITY
MEMORANDUM

TO: **Mr. Stephen Lezinski**
FROM: Kerry D. Tyson, PE-Site Engineer/Acting Director
SUBJECT: **April 8th Hauling/Transfer Analysis Assumptions**
DATE: April 15, 2002

We have reviewed the above referenced report and have the following comments:

1. The annual tons are too high at 38,000. The volume of sludge, tires and brush currently received at the landfill must be taken out. Based on 2001 numbers, we feel 36,500 tons per year is a better number to use.

2. We cannot comment on the "direct haul" assumptions. We assume this is for an independent refuse collector hauling directly to the future landfill that will accept Mifflin County refuse.

3. We agree that eventually "contract hauling" needs investigated (at the Authority's request).

4. How many transfer trucks and trailers are included at $120,000.00. At 146 tons per day, how can one truck and trailer be sufficient? We would assume two (2) trucks and three (3) trailers.

5. Why is the $60.00 per hour contract hourly rate included IF the Authority is paying the drivers as employees?

6. We feel the $0.38 per mile maintenance and repair cost is high because this will be new equipment.

7. The $650,000.00 for the transfer station capitol cost seems excessive. We have discussed this informally with other parties and have been told less expensive alternatives are available. Plus, the Authority is prepared to do as much work on the transfer station as possible.

8. We cannot confirm or reject the estimated annual operation and maintenance costs at this time.

If you have any additional comments or questions, please contact me as soon as possible.

Gannett Fleming

MEMORANDUM

TO: Mr. Kerry Tyson, Acting Director, MCSWA
FROM: Stephen Lezinski, Solid Waste Specialist
CC:
SUBJECT: Hauler Cost Model Assumptions for Mifflin County Analysis
DATE: April 8, 2002

Dear Mr. Tyson,

Through contacting some private companies in the hauling industry, we have gathered some data inputs to be used in the Hauler Cost Analysis for Mifflin County that we think are reasonable. Please review the estimates listed below to ensure that they are reasonable from your perspective. Thank you.

List of Assumptions for Direct Haul Computer Model Evaluation:

1. Average Tons Per Day based on 38,000 annual tons (104 tons per day avg. over 365 days per year). For Direct Haul, assume 20% of 104 tons or **21** tons per day.
2. Collection Truck Pay load = **24** Cu. Yd.
3. Turn Around Time (Disposal) = **30** minutes
4. Productive Length of work day = **7.0** hours (7 day work week)
5. Wages: Driver = **$14.00** per hour
   Laborer = **$10.00** per hour
   Mechanic = **$18.00** per hour
   Fringes = **30** %
   Overtime = **10** %
6. Overhead & Profit = **20** %

7. Collection vehicle capital cost of $**120,000**, Amortized over **5** years at an Interest rate of **6** % with a **0** salvage value.

8. Life of vehicle = **200,000** miles
9. Vehicle crew size = **2** persons
10. Vehicle Maintenance and Repair Cost = **$0.30** per mile
11. Life of Tires = **30,000** miles
    Cost per Tire = **$350.00**
12. Fuel Cost = **$1.50** per gallon
    Fuel Efficiency = **5** miles per gallon

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List of Assumptions for Transfer Haul Computer Model Evaluation:

1. Average Tons Per Day based on 38,000 annual tons over a 260 days per year operation. For Transfer Haul, assume **146** tons per day.
2. Transfer Vehicle Pay load = **20** Tons
3. Turn Around Time (Disposal) = **30** minutes
4. Productive Length of work day = **11.0** hours (5 day work week)
5. Transfer Vehicle Wages (assume hauling by Authority personnel. Contract hauling can be used as an alternative)

   Driver = **$14.00** per hour
   Laborer = **$10.00** per hour
   Mechanic = **$18.00** per hour
   Fringes = **30** %
   Overtime = **25**%
6. Overhead & Profit = **20**% (assumes MCSWA owns and operates the Transfer Station

7. Transfer Trailer and Truck capital cost of **$120,000**, Amortized over **5** years at an Interest rate of **6** %. (assumes MCSWA will purchase trailers and truck)
8. Yard Tractor capital cost of **$50,000** Amortized over **5** years at an Interest rate of **6** %.

9. Vehicle crew size = **1** person
10. Contract Hourly Rate = **$60.00** per hour (for hauling to a distant disposal site)
11. Maintenance and Repair Cost = **$0.38** per mile
12. Life of Tires = **30,000** miles
    Cost per Tire = **$400.00**
13. Fuel Cost = **$1.50** per gallon
    Fuel Efficiency = **5** miles per gallon

Preliminary Cost of Transfer Station by Gannett Fleming 1998 inflated to 2002 dollars:

Capital Cost: **$650,000**
Annual Operation and Maintenance: **$420,000**

Once again, these are the assumptions that will be used into the Hauler Cost Model. Please review them and indicate if they are acceptable. In addition, if you have any comments regarding the Hauling Routes (travel routes) we have selected or the average travel speeds. Please let us know. Thanks for your time.

Sincerely,

Stephen Lezinski
slezinski@gfnet.com
ext. 2291

Appendix K

Solicitation of Interest

Two-County Region Solicitation of Interest

Two-County Region Solicitation of Interest for Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Program Support

Prepared and Issued by:

BARTON & LOGUIDICE, P.C.

for

Mifflin County Solid Waste Authority (MCSWA)

and

Juniata County Planning Department

On behalf of

Mifflin and Juniata Counties, Pennsylvania

November 2013

Table of Contents

2-County Region Solicitation of Interest
For
Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Program Support

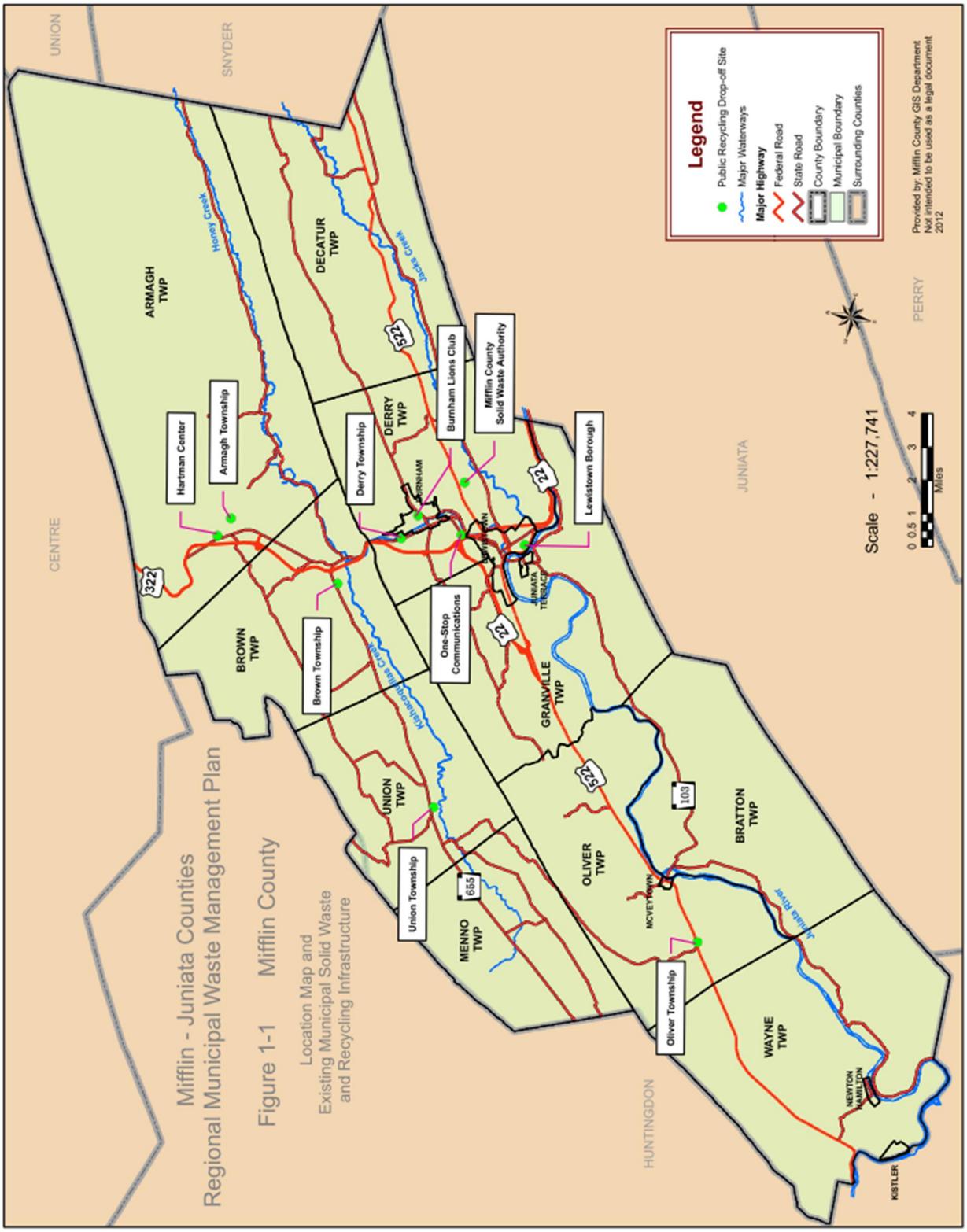
1. Background

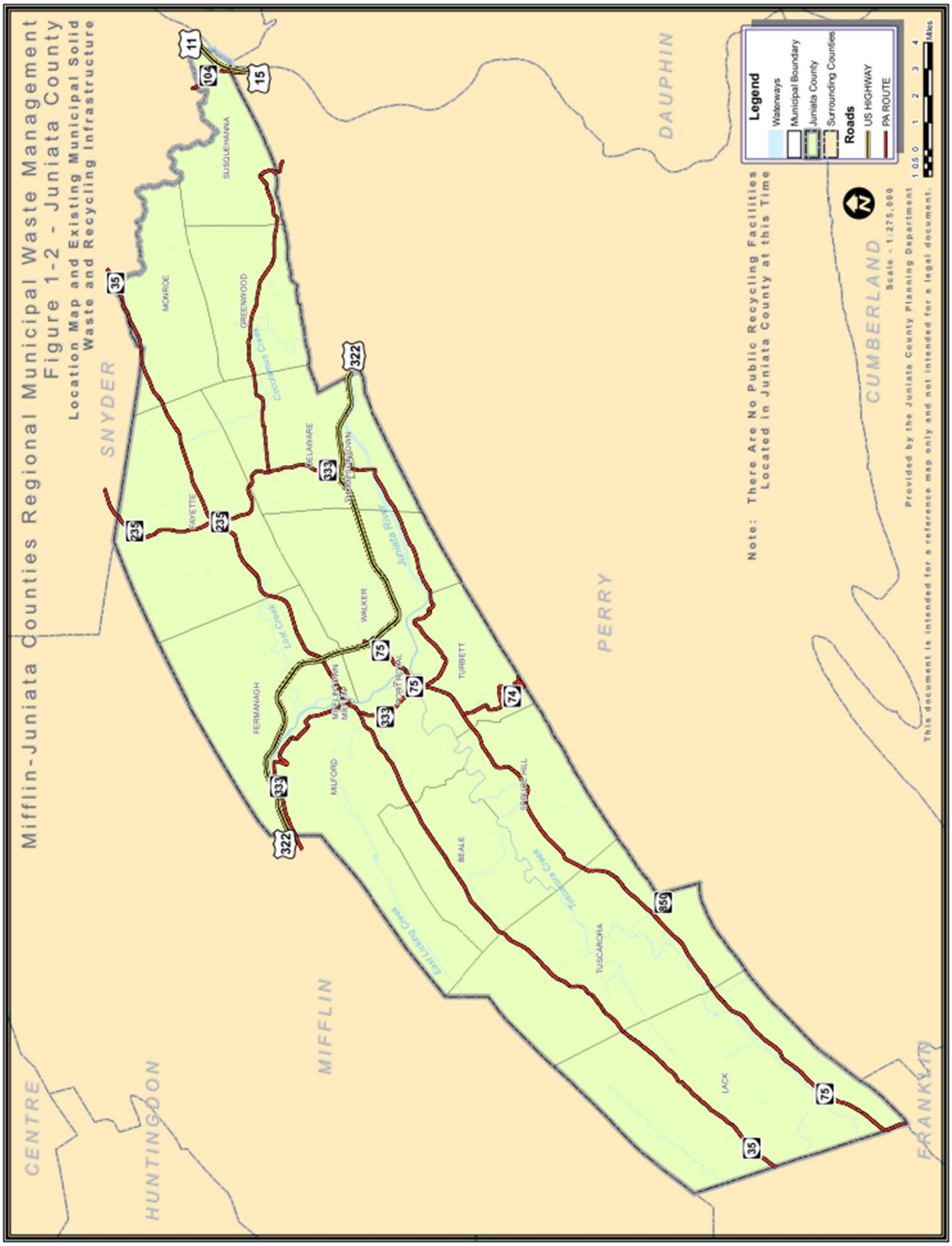
The Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Pennsylvania's "Act 101") authorizes Mifflin and Juniata Counties ("2-County Region"), as part of its Regional Solid Waste Management Plan that is under development ("2-County Regional Plan"), to provide capacity assurance for the processing and/or disposal of all municipal waste expected to be generated within the 2-County Region for a period of at least ten (10) years, and to solicit support for an integrated waste and recyclables management program in the Region. Under an Intergovernmental Agreement, these two counties are participating in the cooperative development of the 2-County Regional Plan. Location maps for Mifflin County and Juniata County are presented in Figures 1-1 and 1-2, respectively. The recycling coordinators of both counties have been appointed to sit on a 2-County Region Advisory Committee that is guiding and overseeing the development of the 2-County Regional Plan.

Barton & Loguidice, P.C. (B&L), an engineering consulting firm, is providing technical assistance with the development of the 2-County Regional Plan. This Solicitation of Interest (SOI) has been developed by B&L. It is anticipated that the 2-County Regional Plan update will be completed in 2014, 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, 2015).

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)). The 2-County Region intends to require that all Mifflin County and Juniata 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 2-County Regional Plan for processing and disposal.

Further, it is noted that the Mifflin County Solid Waste Authority ("Authority") will soon be releasing a separate request for proposals (RFP) for a contractor to provide waste transfer hauling and disposal services for wastes handled by the Authority's Transfer Station and Recycling Depot ("Authority Facility") near Lewistown. This Authority facility handles municipal wastes from Mifflin County, Juniata County, and outlying areas of the 2-County Region; the pending RFP will include the handling of wastes from these geographical areas for at least the next ten (10) years. **Any prospective respondent to the Authority's Transfer Haul/ Disposal RFP must also respond to this SOI; the successful RFP respondent must also be selected as a Designated Facility through the SOI solicitation process.**


Mifflin - Juniata Counties
Regional Municipal Waste Management Plan
Figure 1-1 Mifflin County
Location Map and
Existing Municipal Solid Waste
and Recycling Infrastructure
Legend
Public Recycling Drop-off Site
Major Waterways
Major Highway
Federal Road
State Road
County Boundary
Municipal Boundary
Surrounding Counties
Provided by: Mifflin County GIS Department
Not intended to be used as a legal document
2012
Scale - 1:227,741
0 0.5 1 2 3 4
Miles
CENTRE
UNION
SNYDER
PERRY
JUNIATA
HUNTINGDON
ARMAGH TWP
BROWN TWP
DECATUR TWP
DERRY TWP
UNION TWP
MENNO TWP
GRANVILLE TWP
OLIVER TWP
BRATTON TWP
WAYNE TWP
Honey Creek
Jacks Creek
Kishacoquillas Creek
Juniata River
Hartman Center
Armagh Township
Derry Township
Burnham Lions Club
Mifflin County Solid Waste Authority
Lewistown Borough
One-Stop Communications
Brown Township
Union Township
Oliver Township
BURNHAM
LEWISTOWN
JUNIATA TERRACE
McVEYTOWN
NEWTON HAMILTON
KISTLER
322
22
522
103
655


Mifflin-Juniata Counties Regional Municipal Waste Management
Figure 1-2 - Juniata County
Location Map and Existing Municipal Solid Waste and Recycling Infrastructure
Note: There Are No Public Recycling Facilities Located in Juniata County at this Time
Legend
Waterways
Municipal Boundary
Juniata County
Surrounding Counties
Roads
US HIGHWAY
PA ROUTE
Miles
0 .5 1 2 3 4
Scale - 1:275,000
Provided by the Juniata County Planning Department
This document is intended for a reference map only and not intended for a legal document.
SNYDER
DAUPHIN
CUMBERLAND
PERRY
MIFFLIN
CENTRE
HUNTINGDON
FRANKLIN
SUSQUEHANNA
MONROE
GREENWOOD
FAYETTE
DELAWARE
WALKER
FERMANAGH
MILFORD
TURBETT
BEALE
TUSCARORA
LACK
Cocolamus Creek
Lost Creek
Juniata River
Tuscarora Creek
East Licking Creek
11
104
15
35
322
235
33
75
74
859

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 2-County Region's clear planning mandate from 2 SWAC committees who attended multiple meetings over a multi-year planning period. The groups strongly recommended that the Regional Plan identify ways to expand and enhance current recycling opportunities in the Region and to find ways to support and sustain these programs. This SOI incorporates this public/private mandate in the solicitation process.

2. Purpose of The Solicitation of Interest

On behalf of the 2-County Region, B&L is releasing and distributing this Solicitation of Interest to identify facilities interested in providing processing/disposal capacity for municipal waste generated from within the 2-County Region, and to solicit support for a regional integrated waste and recyclables management program, beginning in 2015. 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, infectious/ chemotherapeutic waste, asbestos, sewage sludge and other "special handling" municipal wastes as delivered to the gate of the Respondent's facility; this solicitation is also being conducted to identify and quantify potential support of the enhanced integrated waste and recyclables management program to be provided in the 2-County Region, in accordance with goals and directives identified in the ongoing regional planning process.

The purpose of the SOI process is to allow municipal waste from the 2-County Region to be disposed of at one or more designated licensed/ permitted solid waste processing/ disposal facilities from 2015 through 2024, and to solicit and secure support for other related services. However, it is clearly stated here that the 2-County Region **will not** guarantee municipal waste quantities to any one facility. The 2-County Region intends to qualify and execute agreements with multiple facilities that meet or exceed all of the minimum qualifying criteria and are deemed acceptable through the 2-County Region's evaluation and interview/ negotiation 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 be listed tentatively (until a disposal capacity agreement is executed) as Designated Facilities in the 2-County Regional Plan, and will be deemed Designated Facilities and permitted to accept MSW from the 2-County Region (and to potentially provide or otherwise support integrated services in the Region), upon the execution of an appropriate Standard Services Agreement with the 2-County Region for provision of services. The format of this Services Agreement (form of Standard Agreement is included in this SOI) will be one agreement, with representatives of both Mifflin and Juniata counties as signatories to one Agreement with each Designated Facility, for services by the Designated Facility to the 2-County Region. Respondents tentatively identified as Designated Facilities that fail to execute a Services Agreement suitable to the 2-County Region (in the opinion of the 2-County Region) will be removed from the

list of Designated Facilities that are permitted to provide municipal waste processing/ disposal services to the 2-County Region.

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 Services Agreement shall consist of providing municipal waste processing and/or disposal capacity assurance and, optionally, support of sustaining an enhanced integrated waste and recyclables management program for the 2-County Region, in accordance with the provisions of this SOI. Each **Respondent MUST: 1) indicate whether (and include ideas how) it might support this Region's integrated waste and recycling program enhancements, and to 2) confirm its willingness to enter good faith negotiations with the 2-County Region to work to identify ways in which the Respondent may potentially support these enhanced integrated waste and recycling programs.** To be clear, the two steps listed immediately above are mandatory components of any response to this SOI, and the 2-County Region strongly encourages Respondents to support the recycling and integrated waste management programs of the Region. **However, the inclusion of support for the Region's integrated waste and recycling program enhancements is an optional 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 2-County Regional Plan.**

Each Respondent is also requested to affirm its willingness to annually donate to the 2-County Region municipal waste disposal capacity for non-profit activities, including, but not limited to, road cleanup adoptions and illegal dump cleanups in the 2-County Region.

Also included in this Scope of Services is a requirement that any municipal waste transfer station proposing to accept and transfer municipal waste from the 2-County Region must enter an agreement with the 2-County Region, committing to 1) deliver waste from the Region only to Designated Facilities listed in the 2-County Regional Plan, and further, agreeing to 2) accurately track and report (to the disposal site that waste is delivered to, and to the 2-County Region) the quantities and types of municipal waste accepted and transferred from the 2-County Region, 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 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. The 2-County Region is requesting commitments for the processing/ disposal of MSW, including residential/ commercial/ institutional waste, construction/ demolition (C&D) waste, infectious/ chemotherapeutic waste, asbestos, sewage sludge and other "special handling" municipal wastes generated from within the 2-County Region. The 2-County Region requires that Respondents agree to accept the types of waste listed in this paragraph that are generated by the 2-County Region only at facilities approved by and under agreement with the 2-County Region, and listed as Designated Facilities in the 2-County Regional Plan.

Each Respondent must guarantee part or all of the disposal capacity identified as needed by the 2-County Region for the period that is anticipated to run from 2015 through 2024. 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.

The 2-County Region 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 the 2-County Region at Respondent's facility.

It is anticipated that the Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement (Services Agreement) will be for an initial term of five (5) years (starting with initial deliveries in 2015), with a 5-year contract renewal option (at the 2-County Region's option).

5. Processing/ Disposal Tonnages

It is estimated that the 2-County Region will require total disposal capacity for approximately 35,000 to 37,000 tons of municipal waste (including residential/ commercial/ institutional waste, and C&D waste, but excluding infectious/ chemotherapeutic waste, asbestos, sewage sludge and other "special handling" municipal wastes, as well as Residual Waste) each year, during the ten-year planning period. Table 1-5 presents a historic breakdown of quantities and types of waste that were generated by the 2-County Region and disposed between 2005 and 2010.

Table 1-5 from Chapter 1 of the 2-County Regional Plan
MSW Generated Within the Region
and Disposed of at Disposal Facilities (2005-2010)[1]

	County	Municipal Waste (tons)	C&D Waste (tons)	Sewage Sludge(2) (tons)	Other Special Handling Waste (tons)	Residual Waste (tons)	Total Waste Receipts Disposed by County (tons)	Total Waste Receipts Disposed by Region (tons)
2005	Mifflin	29,500	3,272	916	543	7,699	41,930	65,861
	Juniata	11,323	978	2,769	0	8,861	23,931	
2006	Mifflin	47,310	197	1,147	2,601	5,244	56,499	69,812
	Juniata	3,142	20	2,536	0	7,615	13,313	
2007	Mifflin	41,102	1,203	2,040	909	4,816	50,070	67,646
	Juniata	6,118	0	1,911	7	9,540	17,576	
2008	Mifflin	38,613	268	652	40	5,555	45,128	54,014
	Juniata	2,609	52	1,507	11	4,707	8,886	
2009	Mifflin	36,025	100	1,068	44	1,035	38,272	43,901
	Juniata	1,700	27	1,052	1	2,849	5,629	
2010[3]	Mifflin	23,456	3,196	1,652	14	2,505	30,823	42,592
	Juniata	7,741	747	1,545	0	1,736	11,769	

(1) PADEP - County Waste Destination Reports – 2005-2010 and weight totals from the Mifflin County Transfer Station.
(2) Only landfilled sewage sludge quantities are listed.
(3) Tonnage totals were based on a combination of Mifflin County SWA Transfer Station Act 101 Reports and the PADEP Waste Destination Reports.

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 residual waste, that are projected to be generated and that will require disposal from the 2-County Region through the 10-year planning period follows:

Table 4-1 of Chapter 4 of the 2-County Regional Plan
TONNAGES OF MSW REQUIRING DISPOSAL IN THE REGION
(2010-2030)

Year	Waste Requiring Disposal[1] (before recycling) (tons)	Waste Requiring Disposal (net discards after recycling) (tons)
2010	59,299	34,986
2012	59,890	35,573
2013	60,122	35,717
2014	60,354	35,753
2015	**60,552**	**35,881**
2016	**60,766**	**35,902**
2017	**60,998**	**36,044**
2018	**61,231**	**36,078**
2019	**61,463**	**36,219**
2020	**61,748**	**36,341**
2021	**61,857**	**36,302**
2022	**61,965**	**36,316**
2023	**62,073**	**36,389**
2024	**62,181**	**36,348**
2025	62,290	36,421
2030	62,804	36,299
Total Tons Requiring Disposal, 2015-2024	**614,834**	**361,820**

[1] Waste tonnages include C&D waste.

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 how the plan will help increase recycling and assist the Commonwealth in achieving its goal of recycling 35% of the municipal solid waste stream.

The 2-County Regional Plan has identified the Region's desire to implement an enhanced and sustainable Integrated Waste and Recyclables Management Program, which contains specific program tasks to improve recycling, expand recycling opportunities in the 2-County Region, educate the public on proper waste management and recycling programs, properly handle/ recycle/ dispose of certain specialty waste items, support the cleanup of illegally disposed waste in the Region, and similar measures. The provision of an enhanced and sustainable Integrated Waste and Recyclables Management Program envisioned in the 2-County Regional Plan would require expansion of integrated waste and recycling services currently offered in the 2-County Region.

PADEP has recently reduced the amount of grant funding it provides to support recycling programs in the 2-County Region (and throughout Pennsylvania). In addition, since about 2005, the courts have determined that county-legislated administrative fees supporting such programs are not specifically authorized under Act 101. With the loss of state funding and the loss of legislated county administrative fees, the sustainability and future expansion of the 2-County Region's integrated waste management and recycling programs have been placed in jeopardy. It is anticipated that without alternative providers of integrated waste and recycling services, and/ or without alternate forms of support for publicly-provided programs, the Region may be unable to offer/ expand/ sustain integrated waste and recyclables management programs that the new 2-County Regional Plan recommends.

Therefore, this SOI requires Respondents to consider, explain, and be willing to further discuss, options of how they may provide support for a sustainable integrated waste and recyclables management program serving the 2-County Region, at least for the geographical portion of the 2-County service area for which the Respondent's disposal site also provides disposal services. It is anticipated that the 2-County Region'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 discussions during the follow-up interviews and clarifications on the Respondent's Submittal Package (that is a part of this SOI process).

The 2-County Regional Plan's proposed enhanced integrated waste and recyclables management programs that are recommended include, but are not limited to:

- Encourage, maintain, and potentially develop curbside collection.
- Provide, maintain, and expand public drop-off collection services to be available to all County residents within the Region.
- Expand institutional recycling programs, particularly in Juniata County.

- Expand commercial recycling programs.
- Expand electronics recycling into a regional program.
- Develop special materials recycling collection events.
- Continue existing yard waste efforts and expand yard waste collection where possible.
- Improve the effectiveness of the existing recycling programs through a comprehensive public information and education program that will be communicated to and coordinated with local municipalities.
- Work with existing waste haulers to encourage recycling and waste diversion.
- Develop a system to better document and report to the Counties of the Region the recycling that is occurring in the residential, commercial, and institutional sectors.
- Use recycling efforts and educational efforts related to recycling as a means to deter illegal dumping activities through identifying recycling as an alternative to dumping.
- Identify funding sources to be used to help implement Regional recycling goals.

Specific Juniata County recycling program goals include:

- Expansion of Mifflin County recycling programs into Juniata County, such as:
    - School recycling;
    - Commercial OCC recycling;
    - Public drop-off site(s) sponsored and funded by Juniata County;
    - Two-county coordinated efforts on managing E-waste;
    - Composting services;
    - Annual functions, such as the Great PA Cleanup, America Recycles Day, etc.
    - Assistance with grant applications for program funding support (such as areas where Mifflin County has had grant application success in enhancing recycling efforts).

The 2-County Region is seeking 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 a sustainable integrated waste and recyclables management program should recognize the following benefits to their operations by supporting such practices:

A more detailed list of the enhanced integrated waste and recyclables management programs that are recommended are contained in the 2-County Regional Plan.

Potential Benefits to Disposal Facilities in Supporting an Enhanced Regional Integrated Waste and Recyclables Management Program
• Increased tonnage at processing/ disposal sites by assuring proper disposal of unrecyclable waste at Designated Facilities instead of being illegally dumped
• Diversion of banned materials such as tires, mercury thermometers & thermostats and yard waste from landfills
• 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
• Diversion of organic materials from disposal, through mulching, composting and composting education
• 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 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, 2-County Region Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Program Support" and shall include three (3) complete hard copies of the submission (including one (1) complete original 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 the 2-County Region):

Terry D. Keene, P.E.
Senior Managing Engineer
Barton & Loguidice, P.C.
1104 Fernwood Avenue, Suite 501
Camp Hill, PA 17011

f) All submissions should be delivered to the offices of Barton & Loguidice, P.C. at the address listed above no later than 12:00 noon local prevailing time, on December 12, 2013.

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 Regionally-generated municipal waste, and will be used to help identify possible optional support by Respondents for the sustainability and enhancement of an integrated waste and recyclables management program in the Region. **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.**

Barton & Loguidice, P.C. (B&L) will initially review and evaluate each Respondent's Submission Package, and will report its findings and recommendations to the 2-County Region's Evaluation Team.

Following B&L's review, the 2-County Region will conduct an interview and clarification process. This process will 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 the 2-County Region.

The 2-County Region retains the right to tentatively select Designated Disposal Facilities solely based on the results of its Step 1 evaluation, without undertaking further meetings under Step 2 as described below.

The public release or confidentiality of all data and materials submitted by Respondents is discussed in Section 11 of this SOI. Evaluation data and summaries generated by the 2-County Region and its consultants will likely be included in the appendices to the Regional Municipal Waste Management Plan, at the 2-County Region's sole discretion.

Respondents shall cover 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 – Here 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 this Region's integrated waste and recycling program enhancements, and 2) affirm its willingness to enter good faith negotiations with the 2-County Region and its representatives, to work to identify ways in which Respondent may potentially support these enhanced integrated waste and recycling programs.
- The Facility should indicate its willingness annually donate to the 2-County Region municipal waste disposal capacity for non-profit activities, including, but not limited to, road cleanup adoptions and illegal dump cleanups (a desired minimum of 0.5% of Respondent's daily commitment to accept 2-County Regional waste, or a minimum of 100 tons per year, whichever is less, is requested).
- Facility must have a current state-issued waste disposal facility permit, and must have the ability to start accepting municipal waste from the 2-County Region no later than January 1, 2015.
- 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 the 2-County Region, 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 5% of the 2-County Region's anticipated MSW disposal need over the initial 5-year term of the ten-year planning period (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 1,850 tons of municipal waste per year from the Region over the first five years of the planning period); and, willingness of the Respondent to commit this capacity (with no minimum delivery guarantee) to the 2-County Region through contract. Further, Respondent must have currently permitted and available processing/ disposal capacity to meet its minimum

capacity commitments for at least the first term (first 5 years) of the waste capacity assurance agreement.

- Respondent must be willing to enter a five-year contract, with a 5-year contract renewal option (at the 2-County Region's option), to provide the processing/ disposal capacity, and to offer optional integrated waste management and recycling program support (if elected by Respondent).
- If Respondent is a transfer station handling or proposing to handle municipal waste generated from the 2-County Region, it must affirm its willingness to enter an agreement with the 2-County Region stating that it 1) commits to deliver waste it receives from the Region only to Designated Facilities listed in the 2-County Regional Plan, and 2) further agrees to accurately track and report (to the disposal site(s) that the waste is delivered to, and to the 2-County Region) the quantities and types of municipal waste accepted and transferred from the 2-County Region to the disposal site(s), based on the county(ies) of origin from which the transfer station receives the waste.

Step 2 - Interview and 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 the 2-County Region. The 2-County Region shall take into consideration factors that are deemed to be in the best interest of the Region and its residents and businesses regarding waste management and recycling in the Region.

A final contract with a term beginning January 1, 2015 between the Region and each successful Respondent is the objective of this evaluation process. Such contracts may be contingent upon final Regional Plan approval by PADEP.

The 2-County Region reserves the right to enter into additional future contracts during the ten (10) year planning period with other sites or facilities meeting its criteria.

The 2-County Region reserves the right to waive any and all irregularities, defects, errors or omissions in submissions, and to reject any or all submissions in response to this SOI, if it so chooses.

10. Qualifications of the Respondents

a) The 2-County Region 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 the 2-County Region, the Respondent(s) shall furnish and certify all such supporting data and information that the 2-County Region 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 the 2-County Region 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 the 2-County Region 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	First Week of November, 2013
Deadline for SOI Clarifications	November 26, 2013
Submission Packages Due	December 12, 2013
Initial Clarifications	as needed
Evaluations of Submittals	December 31, 2013
Respondents Notified for Interviews/ Clarifications, if needed	January 10, 2014
Interviews and Clarifications	by January 31, 2014
Designated Facility Determination (tent.)	February-March 2014
Execution of SOI Service Agreements	March-April 2014
Finalize, Ratify, and Approve Regional Plan	end of 2014
Commencement of SOI Contract Services	January 1, 2015

13. Inquiries

Please contact Terry Keene of Barton and Loguidice, the 2-County Region's designated point of contact for this solicitation and the consultant working on this project, at (717) 737-8326, extension 2311; e-mail address tkeene@bartonandloguidice.com; mailing address as listed in Section 7 of this SOI, to ask specific questions regarding this solicitation. All formal inquiries, questions and requests for clarification shall be submitted in writing to Mr. Keene no later than November 26, 2013. 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

SUBMITTAL FORM

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

MIFFLIN AND JUNIATA COUNTIES, PENNSYLVANIA (THE 2-COUNTY REGION)

Date: _____

To: Barton & Loguidice, P.C.
1104 Fernwood Avenue, Suite 501
Camp Hill, PA 17011
ATTN: Terry D. Keene, P.E., Senior Managing Engineer
(on behalf of the 2-County Region)

Respondent: Company Name _____

Address _____

_____

City _____ State _____ Zip _____

Contact _____ Telephone (___)_____

The undersigned has examined the **Solicitation of Interest (SOI)** document, including the **Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement**, and has completed fully this **Submittal Form for Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Program Support** (including the **Disclaimer Statement, Non-Collusion Affidavit** and the **Processing/Disposal Facility Questionnaire**) contained in this Solicitation of Interest dated _____ 20__.

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 the 2-County Region.

If selected by the 2-County Region to be listed as a Designated Facility in the Regional Solid Waste Management Plan (2-County Regional 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 the 2-County Region 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 THEATTACHED DRAFT MUNICIPAL WASTE TRANSFER STATION AGREEMENT. ALTERNATELY, THEY CAN RETURN AN EXECUTED COPY OF THE DRAFT AGREEMENT WITH A COVER LETTER SIGNIFYING THEIR ACCEPTANCE OF THE SOI REQUIREMENTS, AND ALSO INCLUDING ANY REQUIRED FACILITY PERMIT INFORMATION.

1. TYPES AND ESTIMATED QUANTITIES OF WASTE TO BE ACCEPTED

a. Does this facility currently accept or intend to accept municipal waste from 2-County Regional sources?

☐ Currently accepts municipal waste from within the boundaries of the 2-County Region

Reported quantity received in 20__: approximately _____ tons of municipal waste

☐ Makes commitment to accept the 2-County Region's municipal waste for at least the next five years (i.e. the first term of the service agreement)

☐ Makes commitment to accept the 2-County Region's municipal waste for the second five-year renewal term of the service agreement, if the renewal option is selected by the 2-County Region

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 the 2-County Region that will be accepted for processing or disposal during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage of Facility	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Day - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Week - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Year - from the 2-County Region*
Conventional Municipal Waste					
Construction/Demolition Waste (C&D)					
Municipal Sewage Sludge					
Infectious & Chemotherapeutic Waste (ICW)					
Other (specify)_____					
Other (specify)**_____					

* Please note "All" if there are no specified maximum limits; commitment here is for Mifflin and Juniata Counties' waste, plus any additional waste from the Region managed by the Mifflin County Solid Waste Authority

** 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, lists 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)

If yes, lists types and other requirements: _____

_____

_____

_____

g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 0.5% of your daily commitment to accept 2-County Regional waste, or a minimum of 100 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events? ☐ Yes ☐ No
If yes, please specify annual tonnage donation: _____ (tons/year)

2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with the 2-County Region on the manner in which they may be able to provide support for an enhanced and sustainable integrated waste and recyclables management program serving the 2-County Region, 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 the 2-County Region?
☐ Yes
☐ No

b. Does Respondent affirm its willingness to enter good faith discussions with the 2-County Region to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for the 2-County Region?
☐ Yes
☐ No

Some of the integrated waste and recyclables management enhancement programs that are recommended in the 2-County Regional Plan include:

- Encourage, maintain, and potentially develop curbside collection.
- Provide, maintain, and expand public drop-off collection services to be available to all County residents within the Region.
- Expand institutional recycling programs, particularly in Juniata County.
- Expand commercial recycling programs.
- Expand electronics recycling into a regional program.
- Develop special materials recycling collection events.
- Continue existing yard waste efforts and expand in yard waste collection where possible.
- Improve the effectiveness of the existing recycling programs through a comprehensive public information and education program that will be communicated to and coordinated with local municipalities.
- Work with existing waste haulers to encourage recycling and waste diversion.
- Develop a system to better document and report to the Counties of the Region the recycling that is occurring in the residential, commercial, and institutional sectors.
- Use recycling efforts and educational efforts related to recycling as a means to deter illegal dumping activities through identifying recycling as an alternative to dumping.
- Identify funding sources to be used to help implement Regional recycling goals.

Specific Juniata County recycling program goals include:

- Expansion of Mifflin County recycling programs into Juniata County, such as:
    - School recycling;
    - Commercial OCC recycling;
    - Public drop-off site(s) sponsored and funded by Juniata County;
    - Two-county coordinated efforts on managing E-waste;
    - Composting services;
    - Annual functions, such as the Great PA Cleanup, America Recycles Day, etc.
    - Assistance with grant applications for program funding support (such as areas where Mifflin County has had grant application success in enhancing recycling efforts).

The two Counties in the Region currently offer various levels of integrated waste and recycling services to residents and businesses, at an undetermined cost. The Regional Plan contains initiatives to expand and enhance the current offerings, as summarized above. The current annual cost estimate to expand and enhance a sustainable program meeting the integrated waste and recyclables management needs of the 2-County Region, as recommended and documented in the Regional Plan, has not been determined. The 2-County Region is looking to Respondents to

help identify ways in which it may support the provision of sustainable expanded programs for integrated waste and recyclables management in the 2-County Region. While provision of these services is an optional component of this SOI, the 2-County Region 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 the enhancement and expansion of the 2-County Region's Integrated Waste and Recyclables Management Program, as further described in the 2-County Regional Plan, 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 of these critical and important components of the 2-County Regional Plan.

These optional ideas and concepts provided by Respondents may be further discussed and refined through the follow up interview and clarification process with the 2-County Region as described in the SOI text.

Response:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

(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 the 2-County Region. The Respondent should **not** include any proposed contribution to a proposed integrated waste and recycling sustainability program as part of its maximum tipping fee in this Price Submission.

PROCESSING/ DISPOSAL ONLY

Contract Year*	Municipal Waste		Construction/ Demolition Waste (C&D)		Municipal Sewage Sludge**		Infectious & Chemotherapeutic Waste (ICW)	
	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2015								
2016								
2017								
2018								
2019								
2020								
2021								
2022								
2023								
2024								

* Anticipated first year of operation under this contract is 2015.

** 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).

Waste Type	(list)		(list)		(list)	
Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**
2015						
2016						
2017						
2018						
2019						
2020						
2021						
2022						
2023						
2024						

* Respondent acknowledges that the costs presented above reflect an anticipated first year of operation under the contract is 2015.

** May be left blank if fixed price/ton information is provided for all years.

Other not-to-exceed proposed rate schedules for materials from the 2-County Region, 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 the 2-County Region. Include host community disposal obligations which may be required under 25 PA 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) Confirmation 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 the 2-County Region 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 the 2-County Region.
   (6) Contingency plans for continued processing/ disposal of waste in the event of a reduction in waste processing/ disposal capacity at the proposed disposal facility.

(7) Ability and willingness of the Respondent to accept variations in rates of waste delivery from the 2-County Region.

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. The 2-County Region 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 Services 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: Barton & Loguidice, P.C.
1104 Fernwood Avenue, Suite 501
Camp Hill, PA 17011
ATTN: Terry D. Keene, P.E., Senior Managing Engineer
(on behalf of the 2-County Region)

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 the 2-County Region 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 the 2-County Region.

Date: _____ _____
(Name of Firm)

By: _____

AFFIX CORPORATE SEAL

Title: _____
ATTEST:_____

TWO-COUNTY REGIONAL
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 Lewistown, Mifflin County, PA:
    _____

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 has 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 _____ tons/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
5. Waste Types and Quantities (2013)

   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)

Waste Type	Permitted Maximum Daily Tons	Permitted Average Daily Tons	Expected Annual Tons	Current Tipping Fee (specify per ton or cubic yard)
Municipal Waste (except for types listed below)				
Construction/ Demolition Waste (C&D)				
Sewage Sludge				
Infectious/ Chemotherapeutic Waste (ICW)				

Waste Type	Permitted Maximum Daily Tons	Permitted Average Daily Tons	Expected Annual Tons	Current Tipping Fee (specify per ton or cubic yard)
Incinerator Ash				
Asbestos				
Other MSW (please specify)				
Other MSW (please specify)				
Residual Waste – Marcellus Residuals				
Residual Waste - Other				

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, 2015 and final closure (as currently permitted)?

   Approximately_____ tons over _____ years, or approx. _____cubic yards of remaining air space.

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 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 the 2-County Region.

_____

_____

_____

_____

6. 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.

_____

_____

_____

_____

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 percents, 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 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 is currently preparing 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

Expected Waste Types	Estimated Annual Quantity to be Processed or Disposed (specify tons or cubic yards)	Percent of Total Quantity
Municipal Waste (except for types listed below)		
Construction/ Demolition Waste		
Sewage Sludge		
Infectious & Chemotherapeutic Waste		
Asbestos		
Incinerator Ash		
Other (please specify)		
Other (please specify)		
Residual Waste		

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 the 2-County Region'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 the 2-County Region and its consultants in recommending the award of service agreements for which this Response is submitted, on behalf of the 2-County Region. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the 2-County Region 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 the 2-County Region and/ or the Counties 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 the 2-County Region 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 2 County Region and all others employed by and/or representing the 2-County Region 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

DRAFT
MUNICIPAL WASTE TRANSFER STATION AGREEMENT

Among

Transfer Station and the 2-County Region, Representing the Counties of

Mifflin and Juniata, Pennsylvania

In accordance with recommendations contained in the 2-County Regional Municipal Waste Management Plan (2-County Regional Plan), serving Mifflin and Juniata Counties, municipal waste, including conventional municipal waste, construction/ demolition waste, infectious/ chemotherapeutic waste, and "special handling" municipal wastes that are generated from within the boundaries of the 2-County Region, must be processed/ disposed at a Designated Facility listed in 2-County Regional Plan. This Plan is currently under development, and is expected to be finalized and approved by 2015.

This Agreement is made this _____day of _____, 201_ by and among the 2-County Region, made up of Mifflin and Juniata Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats, hereinafter the "2-County Region," 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 Mifflin and Juniata Counties, 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 operating permit with the PA Department of Environmental Protection, 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 the 2-County Region, on an annual basis) the types and quantities of municipal waste accepted and transferred by Transfer Station from the 2-County Region 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).

This Agreement will take effect on January 1, 2015. This Agreement will remain in effect for a period of five (5) years, and the 2-County Region shall maintain an option, in its sole discretion, to renew this contract for an additional five (5) years. 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 2-County Region municipal waste, through the Regional 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 the 2-County Region), or may begin utilizing (in the case of newly Designated Facilities) such Designated Facilities for processing/ disposal of such municipal wastes from the 2-County Region.

IN WITNESS WHEREOF, the counties represented by the 2-County Region and the Transfer Station have caused this Municipal Waste Transfer Station Agreement to be executed as of the date and year first written.

2-COUNTY REGIONAL REPRESENTATIVES

For Mifflin County:

By:_____

Date:_____ Title:_____

For Juniata County:

By:_____

Date:_____Title:_____

TRANSFER STATION

By:_____

Date:_____Title:_____

DRAFT

MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT

COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this ____ day of _____, 201_, by and among the 2-County Region, made up of Mifflin and Juniata Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats, hereinafter the "2-County Region," and _____ ("Operator").

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires Mifflin and Juniata Counties ("2-County Region"), as part of its Regional Municipal Waste Management Plan ("2-County Regional Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within the 2-County Region for a period of at least ten (10) years. Under an Intergovernmental Agreement, a 2-County Region is overseeing the development of the 2-County Regional Plan on behalf of the 2 Counties. On behalf of the 2-County Region, Barton & Loguidice, 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 the 2-County Region, 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 2015. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by the 2-County Region. 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 the 2-County Region.

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:

2-County Region. The two-County Region of Mifflin and Juniata Counties, Pennsylvania.

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 , Commonwealth Act of July 28, 1988, No. 101, as amended.

Agreement. The Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement among the 2-County Region and the Operator's Facility, as amended, supplemented or extended.

Alternative Facility. Any duly licensed or permitted facility designated by the Operator to accept 2-County Region-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.

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 2-County Regional Municipal Solid Waste Management Plan being prepared by or on behalf of the 2-County Region, 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 the 2-County Region

The 2-County Region represents and warrants that:

(a) Mifflin and Juniata Counties are political subdivisions of the Commonwealth of Pennsylvania, acting by and through their duly authorized officials, have agreed to cooperatively plan and implement solid waste management and recycling measures through an Act 101 Regional Municipal Waste Management Planning process in accordance with an Intergovernmental Agreement, and are duly authorized under Act 101 to delegate their duties to carry on certain governmental functions such as those outlined in a Delegation of Powers Agreement between Mifflin County and the Mifflin County Solid Waste Authority related to the planning and implementation of Mifflin County's duties under the Regional Plan.

(b) The two counties represented by the 2-County Region have 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 the 2-County Region pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the counties and will constitute a legal, valid and binding obligation of the counties.

(d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the 2-County Region, threatened against or adversely affecting the ability of the 2-County Region to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to the 2-County Region 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 the 2-County Region'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 the 2-County Region a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the 2-County Region.

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, the 2-County Region hereby agrees to include the Operator's Facility in its Plan as a designated processing/ disposal facility for municipal waste generated in the 2-County Region. The Operator acknowledges that this Agreement is nonexclusive and the 2-County Region 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 the 2-County Region and the Operator and at no time during the term of this Agreement shall the 2-County Region 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) The 2-County Region 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 the 2-County Region.

(b) The 2-County Region or any waste hauler shall notify the Operator that it intends to exercise its right to deliver Acceptable Waste to the Operator's Facility prior to commencing the delivery of such waste.

(c) The Operator shall provide processing and/or disposal capacity as may be needed by the 2-County Region for all Acceptable Waste generated within the geographic boundaries of the 2-County Region and that the 2-County Region 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 2-County Region residents in small vehicles. The Operator and the 2-County Region shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) 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.

(e) 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 2-County Region's waste haulers and occasional 2-County Region individual residents delivering municipal waste from the 2-County Region 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. The 2-County Region 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 the 2-County Region 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 the 2-County Region, 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 the 2-County Region 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 2-County Region-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 the counties represented by the 2-County Region will be directed to the Operator. In the event the Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the 2-County Region 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. 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.

5.1 Basic Reporting Requirements

(a) The Operator shall provide the 2-County Region with quarterly reports of all types and origin of waste generated in the 2-County Region and delivered to the Operator's Facility by waste haulers and occasional individual 2-County Region residents, along with any fees due to the 2-County Region from the Operator. These reports shall include the totals by month for each type of waste. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the 2-County Region, copies of such

reports may be submitted to the 2-County Region to comply with the Operator's reporting requirements.

(b) Along with quarterly reports, the Operator shall provide: (i) names of waste haulers delivering loads of 2-County Region-generated wastes; and (ii) a statement that the Operator's permit for the Operator's Facility has not been revoked or suspended, that the Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, DEP and 2-County Region regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

The Operator shall provide written notice to the 2-County Region 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.

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the 2-County Region and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of 2-County Region-generated municipal waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

Article 6. Tipping Fees and Other Charges

6.1 Tipping Fees

(a) The Operator shall not charge a tipping fee to any 2-County Region waste hauler or occasional individual 2-County Region 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 2-County Region fees.

(b) The 2-County Region 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 the 2-County Region 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.

6.2 Negotiated 2-County Region Fees

(to be completed if appropriate)

Article 7. 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. The 2-County Region 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) The Counties/ Authority represented by the 2-County Region 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 each of the two Counties/ Authority with a thirty (30) day notice of cancellation.

Article 8. Indemnification

8.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties/ Authority comprising the 2-County Region, their officers, members, employees, agents, contractors and subcontractors (2-County Region indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the 2-County Region 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 2-County Region 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 2-County Region indemnified party.

8.2 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 the 2-County Region, be entitled to cooperate with the 2-County Region with respect to the defense. With the written consent of the 2-County Region, the Operator may assume the defense or represent the interests of the 2-County Region 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 the 2-County Region and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the 2-County Region and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the 2-County Region 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 Mifflin County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.

9.2 Events of Default by 2-County Region

The persistent or repeated failure or refusal by the 2-County Region to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the 2-County Region 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 the 2-County Region 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 the 2-County Region; and

(b) The 2-County Region 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 the 2-County Region shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the 2-County Region's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the 2-County Region is continuing to take reasonable steps to cure such default within the earliest practicable time.

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the 2-County Region or its waste haulers or occasional individual 2-County Region residents delivered to the Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement.

9.4 Force Majeure

Neither the Operator nor the 2-County Region 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 the 2-County Region and which the Operator or 2-County Region 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 the 2-County Region within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 2-County Region 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2015. The Operator shall begin to accept waste deliveries from 2-County Region sources under the terms and conditions of this Agreement on this date.

10.2 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 expire at the end of the first term (five (5) years from the effective date), unless the 2-County Region has exercised its right to renew the Agreement or agreed to an alternate Agreement period. The 2-County Region shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the 2-County Region and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 2-County Region 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 11. Miscellaneous

11.1 Assignment

(a) This Agreement may not be assigned by either the 2-County Region or the Operator or its rights sold by Operator except with the written consent of the 2-County Region or Operator or as further provided in this Article. The 2-County Region 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 the 2-County Region and/or any waste hauler may avail itself of the rights of the 2-County Region under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of the 2-County Region 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 the 2-County Region and the written consent of the 2-County Region.

(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.

11.2 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:

2-County Region: TBD

Operator: TBD

Either the 2-County Region or Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

11.3 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 Services Agreement between the 2-County Region 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. The 2-County Region and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

11.4 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, the 2-County Region 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 the 2-County Region 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.

11.5 Change of Ownership

In the event of any change of control or ownership of the Operator's Facility, the 2-County Region 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..

11.6 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.

11.7 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.

11.8 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.

11.9 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 the 2-County Region and the Operator, or as constituting the Operator the general representative or general agent of the 2-County Region for any purpose whatsoever.

11.10 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.

11.11 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.

11.12 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.

Article 12. Integrated Waste and Recyclables Management Program Support

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

(to be completed based on Operator's response in Submittal Form)

12.2 Negotiated Integrated Waste and Recyclables Management Program Support

(to be completed as appropriate based on Operator's response in Submittal Form and subsequent interviews and clarifications with 2-County Region representatives)

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.

2-COUNTY REGIONAL REPRESENTATIVES

For Mifflin County:

By:_____

Date:_____ Title:_____

For Juniata County:

By:_____

Date:_____Title:_____

OPERATOR

By:_____

Date:_____Title:_____

SOI Cover Letter to Facilites

April 22, 2014

Dear Sir or Madam:

On behalf of Mifflin and Juniata Counties, Pennsylvania (the Region), Barton & Loguidice is issuing the Solicitation of Interest (SOI) and Request for Proposals (RFP) described on the attached advertisements.

The SOI is directed to processing and disposal facilities interested in offering long-term solid waste disposal capacity, as authorized by the PADEP and Pennsylvania Act 101. Also, transfer stations handling municipal wastes (including conventional municipal, C&D, infectious/chemotherapeutic, and special handling wastes) generated in the Region will be required to comply with the minimum SOI requirements and enter contracts with the Region.

Submission Packages received in response to this SOI will be reviewed in accordance with evaluation criteria outlined in the SOI, and will be considered for inclusion in the Regional Municipal Waste Management Plan, which is currently under development. Please refer to the attached SOI advertisement page for details regarding this Solicitation.

Additionally, the Mifflin County Solid Waste Authority (MCSWA) is soliciting responses to a "Request for Proposals" (RFP) asking for private and/or public entities interested in providing transportation and disposal of the collected municipal and residual waste from the Authority's transfer station. Please refer to the attached RFP advertisement page for details regarding this Request for Proposals.

If you are interested in receiving the SOI package or the RFP package, a copy will be provided to you upon request, free-of-charge, on or after November 9, 2013 by requesting one in writing from **Barton & Loguidice, P.C., 1104 Fernwood Avenue, Suite 501, Camp Hill, PA 17011; Attention: Terry D. Keene, P.E., Ph 717-737-8326, Ext. 2311** or by email at tkeene@bartonandloguidice.com.

SOI responses are due in the offices of B&L in Camp Hill (at the address listed above) no later than 4:00 p.m. on December 12, 2013.

RFP responses are due in the offices of MCSWA in Lewistown (at the address listed in the RFP) no later than 4:00 p.m. on December 12, 2013. All respondents to the RFP **MUST** respond to the SOI.

Please contact Terry Keene of B&L, the Region's designated point of contact for information on the details of this solicitation and request for proposals, at the number listed above, or by email to ask specific questions regarding the solicitation and request for proposals.

Very truly yours,

BARTON & LOGUIDICE, P.C.

Terry D. Keene

Terry D. Keene, P.E. CRP
Senior Managing Engineer

Enclosures

Solicitation of Interest for
Municipal Waste Processing/ Disposal Capacity

Mifflin and Juniata Counties, in central Pennsylvania, are preparing a Regional Municipal Waste Management Plan in accordance with PA Act 101. As part of the planning process, the counties are releasing a Solicitation of Interest (SOI) to secure ten (10) year commitments for processing/ disposal capacity for municipal waste (MSW) generated within Mifflin and Juniata Counties, beginning on January 1, 2015. Transfer stations handling these counties' MSW also have requirements in the SOI, to be included in the Regional Plan. To obtain further information on the SOI and/or to request a copy of the SOI, please visit www.bartonandloguidice.com/SOI.htm. Sealed submittals are due to Barton & Loguidice at the address listed in the full website advertisement no later than 12:00 noon local prevailing time on December 12, 2013.

Request for Proposals (RFP) for
MCSWA Transfer Station Hauling/Disposal Contract

The Mifflin County Solid Waste Authority (MCSWA) is seeking responses from private and/or public entities interested in providing a ten (10) year commitments for transportation and disposal of the collected municipal and residual waste from the MCSWA open-top transfer station near Lewistown, PA. Respondents to this RFP must also respond to a concurrent Solicitation of Interest (SOI), to be included in a new Regional Solid Waste Management Plan. The anticipated service start date for this new RFP contract is January 1, 2015. To obtain further information on the RFP and/or request a copy of the RFP, and for further information on the SOI process and requirements, visit www.bartonandloguidice.com/RFP.htm. A pre-proposal conference will be held on November 22, 2013 at 10:00 a.m. local prevailing time as noted in the full ad. Sealed submittals are due to MCSWA at the address listed in the full website advertisement no later than 12:00 noon local prevailing time on December 12, 2013.

Direct Advertisement
Mailing List for SOI Distribution

PROCESSING/DISPOSAL FACILITIES

Cumberland County Landfill – ADS
134 Vaughn Road
Shippensburg, PA 17257

Sandy Run Landfill – ADS
995 Landfill Road
PO Box 136
Hopewell, PA 16650

Shade Township Landfill – WM
1176 No. 1 Road
Cairnbrook, PA 15924

Southern Alleghenies Landfill – WM
843 Miller Picking Road
Davidsville, PA 15928

Laurel Highlands Landfill – WM
260 Laurel Ridge Road
Johnstown, PA 15909

Evergreen Landfill – WM
PO Box 195
Coral, PA 15731

Mostoller Landfill – ADS
7095 Glades Pike
Somerset, PA 15501

Greentree Landfill, LLC - ADS
635 Toby Road
Kersey, PA 15846

Monroeville Landfill – WM
600 Thomas Street
Monroeville, PA 15146

Mountain View Reclamation Landfill – WM
9446 Letzburg Road
Greencastle, PA 17225

Greenridge Reclamation Landfill – Republic Services
234 Landfill Road
Scottdale, PA 15683

Clinton County Landfill - (Wayne Twp.)
PO Box 209
McElhattan, PA 17748

Blair County Resource Recovery Facility – Burgmeier's
RR 1 Box 938A
Altoona, PA 16601

Chester County SWA
Lanchester Landfill
7224 28th Division Highway
Narvon, PA 17555

Frey Farm Landfill – Lancaster County SWMA
3049 River Road
Conestoga, PA 17516

Lycoming County Landfill – Lycoming RMS
447 Alexander Dr.
Montgomery, PA 17752

IESI Blue Ridge Landfill – Progressive Waste Solutions
1660 Orchard Road
PO Box 399
Scotland, PA 17254

Susquehanna Resource Management Complex – Lancaster County SWMA
SRMC Inquiry
PO Box 4425
Lancaster, PA 17604

York County Resource Recovery Center – YCSWA*
2651 Blackbridge Road
York, PA 17406

York County Solid Waste Authority
2700 Blackbridge Road
York, Pennsylvania 17406

**For this facility, a notice was sent to both the Authority and the individual facility.*

Lancaster Waste-To-Energy Facility*
1911 River Road
Bainbridge, PA 17502

Lancaster County Solid Waste Management Authority
PO Box 4425
Lancaster, PA 17604

**For this facility, a notice was sent to both the Authority and the individual facility.*

TRANSFER STATIONS

Breezewood Transfer LLC
820 South Breezewood Road
Breezewood, PA 15533

LaTrobe Transfer MWO
696 Mission Road
Latrobe, PA 15650

Parks Transfer Station
PO Box 218
Mount Union, PA 17066

Altoona Transfer Station – WM
1586 Old 6th Avenue Road
Altoona, PA 16601

Diller Transfer Station
6820 Wertzville Road
Enola, PA 17025-1032

Sunbury Transfer Station
462 S 4th St
Sunbury, PA 17801

WM of PA Transfer Station - Camp Hill
4300 Industrial Park Road
Camp Hill, PA 17011

Table 1

Completeness Review of Submittal Forms

Table 1
Mifflin/Juniata County Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity and Integrated Waste and Recycling Services Support
Completeness Review

Respondent	WM - Mountain View Reclamation Landfill	WM - Southern Alleghenies Landfill	WM - Laurel Highlands Landfill	IESI - Blue Ridge LF Parks/Apple Valley Waste	Lycoming County Landfill	Advanced Disposal Services - Greentree Landfill	Advanced Disposal Services - Sandy Run Landfill	Advanced Disposal Services - Mostoller Landfill	Clinton County Landfill	LCSWMA - Susquehanna RMC (Harrisburg)	LCSWMA - Lancaster WTE
Proposal Submission											
1. Cover Letter	X	X	X			X	X	X	X	**X**	**X**
2. Before Submission Deadline	X	X	X	X	X	X	X	X	X	**X**	**X**
3. Included Proper Forms	X	X	X	X	X	X	X	X	X	**X**	**X**
4. Completed in Ink or Typewritten	X	X	X	X	X	X	X	X	X	**X**	**X**
5. Disclaimer Statement	X	X	X	X	X	X	X	X	X	**X**	**X**
6. Correct Number of Copies	X	X	X	X	X	X	X	X	X	X	X
7. Electronic Copy	X	X	X	X	X	X	X	X	X	X	X
Proposal Content											
1. Correct Term of Contract	X	X	X	X	X	X	X	X	X	**X**	**X**
2. Type and Estimated Quantities of Waste to Be Accepted	X[1]	X[1]	X[1]	X	X	X[14]	X	X[14]	X	**X[20]**	**X[22]**
3. Proposed Rate Schedule	X	X	X	X	X	X	X	X	X	**X**	**X**
4. Company Experience and Operating History	X	X	X	X	X	X	X	X	X	**X**	**X**
Lawsuit/regulatory actions/fines	No current legal actions: Respondent included their company's compliance history[2]	No current legal actions: Respondent included their company's compliance history[2]	No current legal actions: Respondent included their company's compliance history[2]	N/A	No current legal actions: Respondent included their company's compliance history	No current legal actions	No current legal actions	No current legal actions	N/A	**N/A**	**N/A**
Company Obligations	X[23]	X[6]	X[8]	N/A	X[11]	X[16]	X[17]	X[18]	N/A	**X[21]**	**X[21]**
Strength of Commitments and Contingency Plans	X[3]	X[7]	X[9]		X	X	X	X	X	**X**	**X**
Deviations from RFP Scope or Specifications	X[4]	X[4]	X[4]	X[10]	X[12]	N/A	N/A	N/A	N/A	**N/A**	**N/A**
5. Agreement to Terms and Conditions of RFP, Sealed	X	X	X	X	X	X	X	X	X	**X**	**X**
6. Willingness To Accept Waste, 1st 5 Yrs/ 2nd 5 Yrs	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	**yes/yes**	**yes/yes**
7. Min. Tons Guaranteed MSW/ Yr (conventional MSW + C&D)	52,000 (No C&D tonnage listed)	52,000 (No C&D tonnage listed)	52,000 (No C&D tonnage listed)	All	All	72,000	72,000	72,000	73,000 (Including MSW, C&D, Sewage Sludge, ICW, Asbestos and Contaminated Soil	**6,000**	**5,000**
8. Tons of Donated LF Capacity/yr	up to 0.5% of actual tons received from paying customers	up to 0.5% of actual tons received from paying customers	up to 0.5% of actual tons received from paying customers	100	0	100 or a minimum of 0.5% of what is received	100 or a minimum of 0.5% of what is received	100 or a minimum of 0.5% of what is received	50	**0**	**100**
9. Integrated Waste Services - Does respondent agree to further discuss, and include ideas how it might support an enhanced and sustainable integrated waste and recyclables management program for Blair County.	Yes/Ideas Attached in Letter	Yes/Ideas Attached in Letter	Letter of Ideas Included in Submission; Form Page Not Included	Yes/Ideas Provided in Attachments A-100, A-200, A-300, A-400 and A-500	Yes/Ideas Provided in Attachment A-22	Yes/Ideas included on Form and Attachment	Yes/Ideas included on Form and Attachment	Yes/Ideas included on Form and Attachment	Yes/Ideas Provided on Form	**Yes/Ideas Provided on Form**	**Yes/Ideas Provided on Form**
11. Notarized Non-Collusion Affidavit	X	X	X	X	X	X	X	X	X	**X**	**X**

Table 1
Mifflin/Juniata County Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity and Integrated Waste and Recycling Services Support
Completeness Review

Respondent	WM - Mountain View Reclamation Landfill	WM - Southern Alleghenies Landfill	WM - Laurel Highlands Landfill	IESI - Blue Ridge LF Parks/Apple Valley Waste	Lycoming County Landfill	Advanced Disposal Services - Greentree Landfill	Advanced Disposal Services - Sandy Run Landfill	Advanced Disposal Services - Mostoller Landfill	Clinton County Landfill	LCSWMA - Susquehanna RMC (Harrisburg)	LCSWMA - Lancaster WTE
12. Landfill Questionnaire	X	X	X	X	X	X	X	X	X	**N/A**	**N/A**
Background Information	X	X	X	X	X	X	X	X	X	**N/A**	**N/A**
Permit Information	X[5]	X[5]	X[5]	X	X	X	X	X	X	**N/A**	**N/A**
Description of Facility	X	X	X	X	X	X	X	X	X	**N/A**	**N/A**
Expansion Plans	N/A	N/A	N/A	N/A	X[13]	N/A	N/A	N/A	X[19]	**N/A**	**N/A**
13. Resource Recovery/Other Processing Facility Questionnaire	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	N/A	N/A	N/A	N/A	X	X
Background Information	N/A	N/A	**N/A**	N/A	N/A	N/A	N/A	N/A	N/A	X	X
Permit Information	N/A	N/A	**N/A**	N/A	N/A	N/A	N/A	N/A	N/A	X	X
Description of Facility	N/A	N/A	**N/A**	N/A	N/A	N/A	N/A	N/A	N/A	X	X
Expansion Plans	N/A	N/A	**N/A**	N/A	N/A	N/A	N/A	N/A	N/A	**N/A**	**N/A**
14. Transfer Station Submission	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
Deliver waste from Blair County only to Designated Facilities listed in the Blair County Municipal Waste Management Plan	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	**N/A**	**N/A**
Agreeing to accurately track and report the quantities and types of municipal waste accepted and transferred from Blair County, by county of origin from which the transfer station receives the waste.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	**N/A**	**N/A**
Agreeing to submit a copy of your current transfer station operating permit	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	**N/A**	**N/A**

	Item or Information Not Included
	Resource Recovery Facility

N/A= Not applicable

1. Sewage Sludge and ICW must be approved prior to disposal. No minimum tonnages were provided for C&D, Sewage Sludge or ICW.

2. Provided a HW-C form with references that did not correspond to anything they submitted.

3. Missing answers to 4.d.4, and 4.d.7; Answer to 4.d.2 provided in attachment for Southern Alleghenies

4. Letter dated December 10, 2013 from Land Air Water Legal Solutions, LLC contains exceptions to the SOI

5. References a 2012 Operations Report which does not appear to be included.

6. Armstrong County, Cambria County, Cameron County, Centre County, Cumberland County, Indiana County, Conemaugh Township, Jefferson County, Mifflin County, Blair County, Perry County, Somerset County, Westmoreland County

7. Missing answers to 4.d.7

8. Armstrong County, Cambria County, Cameron County, Centre County, Cumberland County, Indiana County, Jackson Township, Jefferson County, Mifflin County, Monroe County, Northumberland County, Perry County, Snyder County, Somerset County, Westmoreland County

9. Missing answer to 4.d.7

10. Parks Garbage reserves the right to move material managed under the Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement to alternative sites including other landfills or a waste to energy facility with the prior approval of the 2 County Region.

11. Lycoming County, Union County, Columbia County, Snyder County, Montour County, Northumberland County

12. **Page 4 - 2.2(b)**: Changed to "It is a political subdivision of the Commonwealth of Pennsylvania and has the corporate power…"; **Page 5 - 2.3** - Delete this provision in its entirety - the County does not have a parent corporation; **Page 9 - 7(a)** - Delete the second sentence in its entirety - the County cannot waive subrogation rights without permission of the carrier. (Sentence to be deleted: "The 2 County Region and Operator hereby waive any and every claim...; to the extent such loss or damage is recovered under insurance policies"). The first sentence of this paragraph is acceptable.; **Page 10 - 9.1** - change the last sentence to "...the Court of Common Pleas of Lycoming County, Pennsylvania or the...".

13. Additional capacity will be investigated, designed and permitted prior to the end of the contract to ensure additional years of disposal capacity.

14. ICW not accepted

ITEM 15 WAS REMEDIED AFTER SUBMISSION DEADLINE

16. Elk County, Clearfield County, Centre County

17. Broad Top Twp., Hopewell Borough

18. Somerset County, Cambria County

19. On September 14, 2010, a permit was received from PADEP to redevelop the closed, unlined Northside Landfill. Once fully constructed, this landfill will provide over 23 years of disposal capacity. Construction of the first disposal field started in 2012, was complete and started accepting waste in April 2013. Construction of the second disposal field will begin in 2014 with the remaining disposal fields being constructed over the next 10-12 years.

20. Does not accept Sewage Sludge and ICW waste

21. Lancaster County

22. Does not accept C&D, Sewage Sludge and ICW waste.

23. Adams County, Bedford County, Centre County, Columbia County, Cumberland County, Dauphin County, Franklin County, Juniata County, Lehigh County, Mifflin County, Montour County, Northampton County, Potter County, Snyder County; **Host Municipal Agreements:** Antrim Township, Montgomery Township

Table 2

Max Tipping Fees at Disposal Sites

Table 2

Mifflin/Juniata County Solicitation of Interest Process - Review of Submittal Forms

Response to SOI for Waste Disposal Capacity and Integrated Waste and Recycling Services Support

Max. Tipping Fees at Disposal Sites Submitted by Respondent

Municipal Solid Waste

	WM - Mountain View Reclamation Landfill	WM - Southern Alleghenies Landfill	WM - Laurel Highlands Landfill	IESI - Blue Ridge LF Parks/Apple Valley Waste	Lycoming County Landfill[2]	Advanced Disposal Services - Greentree Landfill	Advanced Disposal Services - Sandy Run Landfill	Advanced Disposal Services - Mostoller Landfill	Clinton County Landfill[3]	LCSWMA - Susquehanna RMC (Harrisburg)	LCSWMA - Lancaster WTE
	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton
Year 1 - 2015	$65.00	$65.00	$65.00	$29.35	$74.84	$20.38	$20.38	$20.38	$50.00	$65.00	$65.00
Year 2 - 2016	$66.50	$66.50	$66.50	$30.23	$76.87	$20.38	$20.38	$20.38	$51.50	CPI	CPI
Year 3 - 2017	$68.00	$68.00	$68.00	$31.13	$78.96	$20.38	$20.38	$20.38	$53.05	CPI	CPI
Year 4 - 2018	$69.50	$69.50	$69.50	$32.06	$81.11	$20.79	$20.79	$20.79	$54.64	CPI	CPI
Year 5 - 2019	$71.00	$71.00	$71.00	$33.02	$83.32	$21.20	$21.20	$21.20	$56.28	CPI	CPI
Year 6 - 2020	$72.50	$72.50	$72.50	$34.01	$85.61	$21.63	$21.63	$21.63	$57.96	CPI	CPI
Year 7 - 2021	$74.00	$74.00	$74.00	$35.03	$87.96	$22.06	$22.06	$22.06	$59.70	CPI	CPI
Year 8 - 2022	$75.50	$75.50	$75.50	$36.03	$90.38	$22.50	$22.50	$22.50	$61.49	CPI	CPI
Year 9 - 2023	$77.00	$77.00	$77.00	$37.03	$92.87	$22.95	$22.95	$22.95	$63.34	CPI	CPI
Year 10 - 2024	$78.50	$78.50	$78.50	$38.03	$95.44	$23.41	$23.41	$23.41	$65.24	CPI	CPI

Construction and Demolition Waste

	WM - Mountain View Reclamation Landfill	WM - Southern Alleghenies Landfill	WM - Laurel Highlands Landfill	IESI - Blue Ridge LF Parks/Apple Valley Waste	Lycoming County Landfill[2]	Advanced Disposal Services - Greentree Landfill	Advanced Disposal Services - Sandy Run Landfill	Advanced Disposal Services - Mostoller Landfill	Clinton County Landfill[3]	LCSWMA - Susquehanna RMC (Harrisburg)	LCSWMA - Lancaster WTE
	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton
Year 1 - 2015	$71.00	$71.00	$71.00	$29.35	$74.84	$20.38	$20.38	$20.38	$50.00	$80.00	N/A
Year 2 - 2016	$72.50	$72.50	$72.50	$30.23	$76.87	$20.38	$20.38	$20.38	$51.50	CPI	N/A
Year 3 - 2017	$74.00	$74.00	$74.00	$31.13	$78.96	$20.38	$20.38	$20.38	$53.05	CPI	N/A
Year 4 - 2018	$75.50	$75.50	$75.50	$32.06	$81.11	$20.79	$20.79	$20.79	$54.64	CPI	N/A
Year 5 - 2019	$77.00	$77.00	$77.00	$33.02	$83.32	$21.20	$21.20	$21.20	$56.28	CPI	N/A
Year 6 - 2020	$78.50	$78.50	$78.50	$34.01	$85.61	$21.63	$21.63	$21.63	$57.96	CPI	N/A
Year 7 - 2021	$80.00	$80.00	$80.00	$35.03	$87.96	$22.06	$22.06	$22.06	$59.70	CPI	N/A
Year 8 - 2022	$81.50	$81.50	$81.50	$36.03	$90.38	$22.50	$22.50	$22.50	$61.49	CPI	N/A
Year 9 - 2023	$83.00	$83.00	$83.00	$37.03	$92.87	$22.95	$22.95	$22.95	$63.34	CPI	N/A
Year 10 - 2024	$84.50	$84.50	$84.50	$38.03	$95.44	$23.41	$23.41	$23.41	$65.24	CPI	N/A

Sewage Sludge

	WM - Mountain View Reclamation Landfill	WM - Southern Alleghenies Landfill	WM - Laurel Highlands Landfill	IESI - Blue Ridge LF Parks/Apple Valley Waste	Lycoming County Landfill[2]	Advanced Disposal Services - Greentree Landfill	Advanced Disposal Services - Sandy Run Landfill	Advanced Disposal Services - Mostoller Landfill	Clinton County Landfill[3]	LCSWMA - Susquehanna RMC (Harrisburg)	LCSWMA - Lancaster WTE
	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton
Year 1 - 2015	$65.00	$65.00	$65.00	$29.35	$45.91	$20.38	$20.38	$20.38	$50.00	N/A	N/A
Year 2 - 2016	$66.50	$66.50	$66.50	$30.23	$47.07	$20.38	$20.38	$20.38	$51.50	N/A	N/A
Year 3 - 2017	$68.00	$68.00	$68.00	$31.13	$48.26	$20.38	$20.38	$20.38	$53.05	N/A	N/A
Year 4 - 2018	$69.50	$69.50	$69.50	$32.06	$49.49	$20.79	$20.79	$20.79	$54.64	N/A	N/A
Year 5 - 2019	$71.00	$71.00	$71.00	$33.02	$50.76	$21.20	$21.20	$21.20	$56.28	N/A	N/A
Year 6 - 2020	$72.50	$72.50	$72.50	$34.01	$52.07	$21.63	$21.63	$21.63	$57.96	N/A	N/A
Year 7 - 2021	$74.00	$74.00	$74.00	$35.03	$53.41	$22.06	$22.06	$22.06	$59.70	N/A	N/A
Year 8 - 2022	$75.50	$75.50	$75.50	$36.03	$54.80	$22.50	$22.50	$22.50	$61.49	N/A	N/A
Year 9 - 2023	$77.00	$77.00	$77.00	$37.03	$56.22	$22.95	$22.95	$22.95	$63.34	N/A	N/A
Year 10 - 2024	$78.50	$78.50	$78.50	$38.03	$57.69	$23.41	$23.41	$23.41	$65.24	N/A	N/A

Table 2 - cont.
Mifflin/Juniata County Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity and Integrated Waste and Recycling Services Support
Tipping Fees by Proposer

ICW

	WM - Mountain View Reclamation Landfill	WM - Southern Alleghenies Landfill	WM - Laurel Highlands Landfill	IESI - Blue Ridge LF Parks/Apple Valley Waste	Lycoming County Landfill[2]	Advanced Disposal Services - Greentree Landfill	Advanced Disposal Services - Sandy Run Landfill	Advanced Disposal Services - Mostoller Landfill	Clinton County Landfill[3]	LCSWMA - Susquehanna RMC (Harrisburg)	LCSWMA - Lancaster WTE
	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton
Year 1 - 2015	$65.00	$65.00	$65.00	N/A	$57.50	N/A	$20.38	N/A	$50.00	N/A	N/A
Year 2 - 2016	$66.50	$66.50	$66.50	N/A	$59.01	N/A	$20.38	N/A	$51.50	N/A	N/A
Year 3 - 2017	$68.00	$68.00	$68.00	N/A	$60.56	N/A	$20.38	N/A	$53.05	N/A	N/A
Year 4 - 2018	$69.50	$69.50	$69.50	N/A	$62.16	N/A	$20.79	N/A	$54.64	N/A	N/A
Year 5 - 2019	$71.00	$71.00	$71.00	N/A	$63.81	N/A	$21.20	N/A	$56.28	N/A	N/A
Year 6 - 2020	$72.50	$72.50	$72.50	N/A	$65.50	N/A	$21.63	N/A	$57.96	N/A	N/A
Year 7 - 2021	$74.00	$74.00	$74.00	N/A	$67.25	N/A	$22.06	N/A	$59.70	N/A	N/A
Year 8 - 2022	$75.50	$75.50	$75.50	N/A	$69.05	N/A	$22.50	N/A	$61.49	N/A	N/A
Year 9 - 2023	$77.00	$77.00	$77.00	N/A	$70.91	N/A	$22.95	N/A	$63.34	N/A	N/A
Year 10 - 2024	$78.50	$78.50	$78.50	N/A	$72.81	N/A	$23.41	N/A	$65.24	N/A	N/A

Residual

	WM - Mountain View Reclamation Landfill	WM - Southern Alleghenies Landfill	WM - Laurel Highlands Landfill	IESI - Blue Ridge LF Parks/Apple Valley Waste	Lycoming County Landfill[2]	Advanced Disposal Services - Greentree Landfill	Advanced Disposal Services - Sandy Run Landfill	Advanced Disposal Services - Mostoller Landfill	Clinton County Landfill[3]		LCSWMA - Susquehanna RMC (Harrisburg)	LCSWMA - Lancaster WTE
	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	Asbestos $/Ton	Contaminated Soil $/Ton	$/Ton	$/Ton
Year 1 - 2015	$65.00	$65.00	$65.00	See Note 1	N/A	$20.38	$20.38	$20.38	$60.00	$50.00	$100.00	$100.00
Year 2 - 2016	$66.50	$66.50	$66.50	N/A	N/A	$20.38	$20.38	$20.38	$61.80	$51.50	CPI	CPI
Year 3 - 2017	$68.00	$68.00	$68.00	N/A	N/A	$20.38	$20.38	$20.38	$63.65	$53.05	CPI	CPI
Year 4 - 2018	$69.50	$69.50	$69.50	N/A	N/A	$20.79	$20.79	$20.79	$65.56	$54.64	CPI	CPI
Year 5 - 2019	$71.00	$71.00	$71.00	N/A	N/A	$21.20	$21.20	$21.20	$67.53	$56.28	CPI	CPI
Year 6 - 2020	$72.50	$72.50	$72.50	N/A	N/A	$21.63	$21.63	$21.63	$69.56	$57.96	CPI	CPI
Year 7 - 2021	$74.00	$74.00	$74.00	N/A	N/A	$22.06	$22.06	$22.06	$71.64	$59.70	CPI	CPI
Year 8 - 2022	$75.50	$75.50	$75.50	N/A	N/A	$22.50	$22.50	$22.50	$73.79	$61.49	CPI	CPI
Year 9 - 2023	$77.00	$77.00	$77.00	N/A	N/A	$22.95	$22.95	$22.95	$76.01	$63.34	CPI	CPI
Year 10 - 2024	$78.50	$78.50	$78.50	N/A	N/A	$23.41	$23.41	$23.41	$78.29	$65.24	CPI	CPI

N/A: Proposer did not submit prices for this waste type; this waste type will not be processed at the facility.

1. Friable Asbestos is $57/ton for 2015 at an escalation rate of 3%; Non-Friable Asbestos is $47/ton for 2015 at an escalation rate of 3%.
2. Escalation rate of 1.03.
3. Escalation rate of 3%

Disposal Capacity Assurance Contract

Advanced Disposal - Greentree Landfill

MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT

COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 25 day of June, 2014, by and among the 2-County Region, made up of Mifflin and Juniata Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats, hereinafter the "2-County Region," and Advanced Disposal Services Greentree Land fill ("Operator").

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires Mifflin and Juniata Counties ("2-County Region"), as part of its Regional Municipal Waste Management Plan ("Regional Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within the 2-County Region for a period of at least ten (10) years. Under an Intergovernmental Agreement, the 2-County Region is cooperating in the development of the 2-County Regional Plan. On behalf of the 2-County Region, 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 the 2-County Region, 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 2015. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by the 2-County Region. 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 the 2-County Region.

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:

2-County Region. The two-County Region of Mifflin and Juniata Counties, Pennsylvania.

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, Commonwealth Act of July 28, 1988, No. 101, as amended.

Agreement. The Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement among the 2-County Region and the Operator's Facility, as amended, supplemented or extended.

Alternative Facility. Any duly licensed or permitted facility designated by the Operator to accept 2-County Region-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.

Operator. Advanced Disposal Services Greentree Landfill, LLC, 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 Kersey, Elk 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.

Regional Plan. The 2-County Regional Municipal Solid Waste Management Plan being prepared by or on behalf of the 2-County Region, 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 the 2-County Region

The 2-County Region represents and warrants that:

(a) Mifflin and Juniata Counties are political subdivisions of the Commonwealth of Pennsylvania, acting by and through their duly authorized officials, have agreed to cooperatively plan and implement solid waste management and recycling measures through an Act 101 Regional Municipal Waste Management Planning process in accordance with an Intergovernmental Agreement, and are duly authorized under Act 101 to delegate their duties to carry on certain governmental functions such as those outlined in a Delegation of Powers Agreement between Mifflin County and the Mifflin County Solid Waste Authority related to the planning and implementation of Mifflin County's duties under the Regional Plan.

(b) The two counties represented by the 2-County Region have 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 the 2-County Region pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the counties and will constitute a legal, valid and binding obligation of the counties.

(d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the 2-County Region, threatened against or adversely affecting the ability of the 2-County Region to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to the 2-County Region 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 PA 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 the 2-County Region'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 the 2-County Region a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the 2-County Region.

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, the 2-County Region hereby agrees to include the Operator's Facility in its Regional Plan as a designated processing/ disposal facility for municipal waste generated in the 2-County Region. The Operator acknowledges that this Agreement is nonexclusive and the 2-County Region 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 the 2-County Region and the Operator and at no time during the term of this Agreement shall the 2-County Region 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 (contained in Exhibit D of this agreement and incorporated herein by reference):

(a) The 2-County Region 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 the 2-County Region.

(b) The 2-County Region or any waste hauler shall notify the Operator that it intends to exercise its right to deliver Acceptable Waste to the Operator's Facility prior to commencing the delivery of such waste.

(c) In accordance with Operator's commitments to accept waste as contained in Exhibit D, the Operator shall provide processing and/or disposal capacity as may be needed by the 2-County Region for Acceptable Waste generated within the geographic boundaries of the 2-County Region and that the 2-County Region 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 2-County Region residents in small vehicles. The Operator and the 2-County Region shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) 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.

(e) 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 2-County Region's waste haulers and occasional 2-County Region individual residents delivering municipal waste from the 2-County Region 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. The 2-County Region 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 as Exhibit B and incorporated herein by reference.

(b) If the 2-County Region 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 the 2-County Region, 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 the 2-County Region 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 2-County Region-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 the counties represented by the 2-County Region will be directed to the Operator. In the event the Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the 2-County Region 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. 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.

5.1 Basic Reporting Requirements

(a) The Operator shall provide the 2-County Region with quarterly reports of all types and origin of waste generated in the 2-County Region and delivered to the Operator's Facility by waste haulers and occasional individual 2-County Region residents, along with any fees due to the 2-County Region from the Operator. These reports shall include the totals by month for each type of waste. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the 2-County Region, copies of such reports may be submitted to the 2-County Region to comply with the Operator's reporting requirements.

(b) Along with quarterly reports, the Operator shall provide: (i) names of waste haulers delivering loads of 2-County Region-generated wastes; and (ii) a statement that the Operator's permit for the Operator's Facility has not been revoked or suspended, that the Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, DEP and 2-County Region regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

The Operator shall provide written notice to the 2-County Region 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.

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the 2-County Region and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of 2-County Region-generated municipal waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

Article 6. Tipping Fees and Other Charges

6.1 Tipping Fees

(a) The Operator shall not charge a tipping fee to any 2-County Region waste hauler or occasional individual 2-County Region 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 2-County Region fees.

(b) The 2-County Region 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 the 2-County Region 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.

6.2 Negotiated 2-County Region Fees

Not part of this Agreement

Article 7. 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. The 2-County Region 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) The Counties/ Authority represented by the 2-County Region 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 each of the two Counties/ Authority with a thirty (30) day notice of cancellation.

Article 8. Indemnification

8.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties/ Authority comprising the 2-County Region, their officers, members, employees, agents, contractors and subcontractors (2-County Region indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the 2-County Region 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 2-County Region 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 2-County Region indemnified party.

8.2 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 the 2-County Region, be entitled to cooperate with the 2-County Region with respect to the defense. With the written consent of the 2-County Region, the Operator may assume the defense or represent the interests of the 2-County Region 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 the 2-County Region and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the 2-County Region and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the 2-County Region 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 Mifflin County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.

9.2 Events of Default by 2-County Region

The persistent or repeated failure or refusal by the 2-County Region to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the 2-County Region 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 the 2-County Region 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 the 2-County Region; and

(b) The 2-County Region 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 the 2-County Region shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the 2-County Region's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the 2-County Region is continuing to take reasonable steps to cure such default within the earliest practicable time.

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the 2-County Region or its waste haulers or occasional individual 2-County Region residents delivered to the Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement.

9.4 Force Majeure

Neither the Operator nor the 2-County Region 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 the 2-County Region and which the Operator or 2-County Region 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 the 2-County Region within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 2-County Region 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2015 or, if later, the date that the DEP approves the Regional Plan. The Operator shall begin to accept waste deliveries from 2-County Region sources under the terms and conditions of this Agreement on this date.

10.2 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 expire at the end of the first term (five (5) years from the effective date), unless the 2-County Region has exercised its right to renew the Agreement or agreed to an alternate Agreement period. The 2-County Region shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the 2-County Region and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 2-County Region 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 11. Miscellaneous

11.1 Assignment

(a) This Agreement may not be assigned by either the 2-County Region or the Operator or its rights sold by Operator except with the written consent of the 2-County Region or Operator or as further provided in this Article. The 2-County Region 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 the 2-County Region and/or any waste hauler may avail itself of the rights of the 2-County Region under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of the 2-County Region 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 the 2-County Region and the written consent of the 2-County Region.

(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.

11.2 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:

For the 2-County Region: _____ and _____

_____ _____

_____ _____

_____ _____

For the Operator: Donald Henrichs
635 Toby Rd
Kersey, PA 15846
814 265-1744

Either the 2-County Region or Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

11.3 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 the 2-County Region 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. The 2-County Region and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

11.4 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, the 2-County Region 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 the 2-County Region 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.

11.5 Change of Ownership

In the event of any change of control or ownership of the Operator's Facility, the 2-County Region 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..

11.6 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.

11.7 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.

11.8 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.

11.9 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 the 2-

County Region and the Operator, or as constituting the Operator the general representative or general agent of the 2-County Region for any purpose whatsoever.

11.10 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.

11.11 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.

11.12 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.

Article 12. Integrated Waste and Recyclables Management Program Support

12.1 Minimum Annual Processing/ Disposal Capacity Donation for Non-Profit Activities

100 tons/year or a minimum of 0.5% of what is received

12.2 Negotiated Integrated Waste and Recyclables Management Program Support

See Exhibit C

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.

2-COUNTY REGIONAL REPRESENTATIVES

For Mifflin County:

By: _____

Date: 6/25/14 Title: CHAIRMAN

For Juniata County:

By: _____

Date: 5/27/14 Title: Chairman

OPERATOR

By: _____

Date: 4/1/14 Title: WESTERN PA Landfill GM

EXHIBIT A

CEILING GATE RATE FEES

Fee Schedule from Operator's SOI Submittal Form
Not-to-Exceed Tipping Fees for Multiple Types of
Municipal Waste (and Residual Waste, if
Applicable) by Contract Year

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 the 2-County Region. The Respondent should **not** include any proposed contribution to a proposed integrated waste and recycling sustainability program as part of its maximum tipping fee in this Price Submission.

PROCESSING/ DISPOSAL ONLY

Contract Year*	Municipal Waste		Construction/ Demolition Waste (C&D)		Municipal Sewage Sludge**		Infectious & Chemotherapeutic Waste (ICW)	
	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2015	$20.38		$20.38		$20.38		N/A	
2016	$20.38		$20.38		$20.38		N/A	
2017	$20.38		$20.38		$20.38		N/A	
2018	$20.79		$20.79		$20.79		N/A	
2019	$21.20		$21.20		$21.20		N/A	
2020	$21.63		$21.63		$21.63		N/A	
2021	$22.06		$22.06		$22.06		N/A	
2022	$22.50		$22.50		$22.50		N/A	
2023	$22.95		$22.95		$22.95		N/A	
2024	$23.41		$23.41		$23.41		N/A	

* Anticipated first year of operation under this contract is 2015.

** Please specify the adjustment in unit cost for variations in sludge characteristics (if applicable): NOT 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).

	Residual or Industrial Type Waste Streams		Sludge Type Waste Streams			
Waste Type	(list)		(list)		(list)	
Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**
2015	$20.38		$20.38			
2016	$20.38		$20.38			
2017	$20.38		$20.38			
2018	$20.79		$20.79			
2019	$21.20		$21.20			
2020	$21.63		$21.63			
2021	$22.06		$22.06			
2022	$22.50		$22.50			
2023	$22.95		$22.95			
2024	$23.41		$23.41			

* Respondent acknowledges that the costs presented above reflect an anticipated first year of operation under the contract is 2015.

** May be left blank if fixed price/ton information is provided for all years.

Other not-to-exceed proposed rate schedules for materials from the 2-County Region, such as bulky waste fees (list item and provide or attach rate structure):

The rate schedules listed above and on page A-23 will be honored for all waste streams accepted at the Mifflin County Solid Waste Authority that meet the waste disposal requirements as regulated by the PADEP (Pennsylvania Department of Environmental Resources).

EXHIBIT B

FACILITY HOURS

Hours that the Operator's Facility is Open to
Accept Waste from the 2-County Region

Advanced Disposal

RECEIVED
APR 0 4 2014
BY:_____

April 1, 2014

Barton & Loguidice, D.P.C.
Mr. Terry D. Keene, P.E.
1104 Fernwood Ave., Suite 501
Camp Hill, PA 17011

RE: SOI for Mifflin & Juniata Counties Municipal Waste Management Plan – 2014 Update
FINAL Municipal Waste Processing/Disposal Capacity Agreement

Dear Mr. Keene:

Attached, please find the signed service agreement and additional items you requested.

- Exhibit B – Hours of Operations:
  Monday – Friday 7am to 4pm
  Saturday – 7am to 11am

- Certificate of Insurance – Attached

Thank you for allowing Advanced Disposal Greentree Landfill to help with your disposal needs. If you have any questions, please do not hesitate to give me a call.

Sincerely,

Donald J. Henrichs
Western PA Landfill, General Manager

635 Toby Road • Kersey, PA 15846
fax (814) 265-8745 • www.AdvancedDisposal.com

EXHIBIT C

INTEGRATED WASTE AND RECYCLABLES SYSTEM SUPPORT

Operator's Offer, from the SOI Submittal, to Support
the Sustainability of the Integrated Waste and
Recyclables Management System in the
2-County Region

help identify ways in which it may support the provision of sustainable expanded programs for integrated waste and recyclables management in the 2-County Region. While provision of these services is an optional component of this SOI, the 2-County Region 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 the enhancement and expansion of the 2-County Region's Integrated Waste and Recyclables Management Program, as further described in the 2-County Regional Plan, 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 of these critical and important components of the 2-County Regional Plan.

These optional ideas and concepts provided by Respondents may be further discussed and refined through the follow up interview and clarification process with the 2-County Region as described in the SOI text.

Response: Advanced Disposal Services, Inc. (Advanced Disposal) is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

Advanced Disposal has always had a strong commitment to recycling through our extensive residential and commercial collection operations. All offices participate in a recycling program, whether it's recycling paper, aluminum cans, plastics or a combination of all. Many of Advanced Disposal's recent acquisitions and milestones stem from our goal to be a fully-integrated environmental services company and prove our commitment to a cleaner, greener world. We own and/or operate eight recycling processing facilities in Alabama, Florida, Georgia, Pennsylvania Mississippi and North Carolina and consistently look for more opportunities to site, permit, and operate recycling facilities.

Promoting recycling through education and community outreach is a goal that all Advanced Disposal operating facilities remain committed to both in our service to residents and communities as well as to businesses.

Please refer to the attached pages.

(attach additional pages as necessary)

Advanced Disposal

Recycling Education & Outreach Activities

Advanced Disposal Services, Inc. (Advanced Disposal) is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

Advanced Disposal has always had a strong commitment to recycling through our extensive residential and commercial collection operations. All offices participate in a recycling program, whether it's recycling paper, aluminum cans, plastics or a combination of all. Many of Advanced Disposal's recent acquisitions and milestones stem from our goal to be a fully-integrated environmental services company and prove our commitment to a cleaner, greener world. We own and/or operate seven recycling processing facilities in Alabama, Florida, Georgia, Mississippi and North Carolina and consistently look for more opportunities to site, permit, and operate recycling facilities.

Promoting recycling through education and community outreach is a goal that all Advanced Disposal operating facilities remain committed to both in our service to residents and communities as well as to businesses.

The following outlines the various programs and tools Advanced Disposal implements to grow understanding and participation in recycling.

I. COMMUNITY OUTREACH EVENTS
   A. Electronic Recycling
   B. Cell Phones for Soldiers
   C. Paper Shredding
   D. America Recycles Day
   E. Beautiful Bag Ladies
   F. Presentations to various groups and organizations

II. SCHOOL PROGRAMS
   A. Bringing Recycling to Schools
   B. Recycling Facility Tours
   C. Captain Recycle
   D. Earth Day
   E. Waste in Place, Keep America Beautiful Curriculum Guide
   F. You Can Make Recycling Work Coloring Book by Keep America Beautiful

III. MUNICIPAL PARTNERSHIPS
   A. Make Your Mother Proud recycling cart program
   B. Monthly Environmental Tip of the Month email

RECYCLING - COMMUNITY OUTREACH EVENTS

Advanced Disposal works within each of our communities to develop or participate in events where we have the opportunity to highlight the importance of recycling. Events are tailored for the community to ensure the message resonates with residents, as every neighborhood varies on its knowledge and acceptance of recycling.

Electronic Recycling

Advanced Disposal holds electronic or e-recycling events to give residents and businesses the opportunity to discard unwanted electronics, such as computers, printers, faxes, televisions, phones, etc. In this day and age, electronics are obsolete and thus are often replaced at a rapid rate. These items have to be discarded in a cautious manner in order to protect natural resources.

At the e-cycling events, Advanced Disposal partners with a preferred vendor that is responsible for recycling the materials. We will only partner with those vendors that provide written proof that the collected electronics are not sent overseas to be broken apart. With this proof, we can rest assured that the electronics are being recycled in a manner that is safe to the environment.

Cell Phones for Soldiers

CELL PHONES FOR SOLDIERS.
Help Our Troops Call Home

Since 2009, Advanced Disposal has partnered with Cell Phones for Soldiers to collect unwanted cell phones for recycling. The proceeds from the recycled cell phones provide soldiers serving overseas with prepaid calling cards to communicate with their families back home. During the week of Veteran's Day, Advanced Disposal will place Cell Phones for Soldiers donation bags inside customers' recycling containers throughout participating communities in hopes of collecting cell phone donations. Residents are asked to place an old, unwanted cell phone inside the envelope, seal it up and leave it in their mailbox. There is no postage necessary and no charge to the participant. Each donated cell phone provides a soldier overseas with 60 minutes of prepaid calling service so they may phone their families back home.

Advanced Disposal also promotes the program by distributing Cell Phone for Soldiers envelopes at community events that we are involved in, such as the St. Augustine Marathon weekend in November. Since January of 2009, Advanced Disposal has collected 2,945 phones, resulting in 176,700 minutes of talk time for troops.

Paper Shredding

Advanced Disposal hosts paper shredding events in the communities we operate, which is also a welcomed service for residents and small businesses who wish to recycle paper while protecting their identities and other sensitive information.

At a recent shred event in St. Johns County, Florida, we collected and recycled 22,000 pounds of paper and 1,500 pounds of cardboard in just four hours.

The event was held to help reduce the risk of identity theft for residents and businesses and in celebration of America Recycles Day.

America Recycles Day

Since 1997, communities across the country have come together on November 15 to celebrate America Recycles Day. America Recycles Day is the only nationally recognized day dedicated to the promotion of recycling in the United States. One day to educate and motivate. One day to get our neighbors, friends and community leaders excited about what can be accomplished when we all work together. One day to make recycling bigger and better 365 days a year.

Every year, Advanced Disposal celebrates America Recycles Day by hosting or participating in community events throughout our operating footprint. We might hold a paper shredding event, provide recycling containers at a festival, or bring a recycling truck to a community-wide recycling celebration, so people can see up close how their recyclable materials are collected from their homes. We hope to make each year's America Recycles Day bigger than the last.

Beautiful Bag Ladies

The Bag Ladies are beautiful ladies working to help create a more beautiful environment. Attractive women, working on behalf of Advanced Disposal, promote recycling, reduce litter and waste, and represent the company's commitment to cleaner communities. Advanced Disposal selects specific events where there are large numbers of people drinking from plastic bottles and/or aluminum cans that can be recycled. The Bag Ladies carry blue bags and ask people for their recyclable bottles and cans, while distributing a flyer promoting the benefits of recycling.

The program promotes Advanced Disposal in a very positive "green" light, is a fun, entertaining way to spread the message of recycling, and helps to reduce the quantity of solid waste generated and requiring disposal at special events. Advanced Disposal's Bag Ladies can be spotted at such events including the National Marathon to Finish Breast Cancer in Jacksonville.

Presentations to Various Groups and Organizations

Advanced Disposal employees will regularly speak to various groups about the importance of recycling and how we, as a company, are working to make a difference. We speak to rotary groups, leadership organizations, garden clubs, economic development committees, and the list goes on. Presentations are targeted for the group's knowledge and interest with the same goal – to get more people recycling.

RECYCLING – SCHOOL PROGRAMS

Advanced Disposal is committed to educating students on the benefits of recycling. We believe that the future of our Earth rests with our students, so the younger we can teach kids to make recycling a habit, the better we all are.

Bringing Recycling to Schools

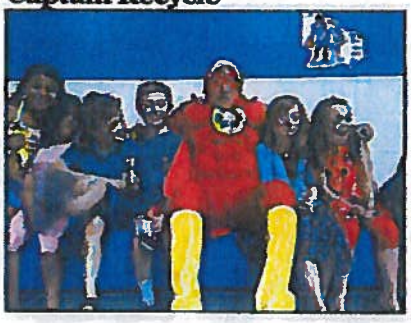
Advanced Disposal partnered with an Alabama elementary school to create a pilot program for

recycling. Advanced Disposal donated bins and services for the program, which was so successful; it is being adopted in other schools within the system. We launched a similar program with Jeffersonville Elementary in Georgia and continue to partner with schools throughout our operating footprint to provide recycling services to students, faculty and staff.

Recycling Facility Tours

Advanced Disposal offers guided tours of its Material Recycling Facilities to school groups on a regular basis. The hands-on experience provides students a better understanding of how material is sorted and processed for the next phase.

Captain Recycle

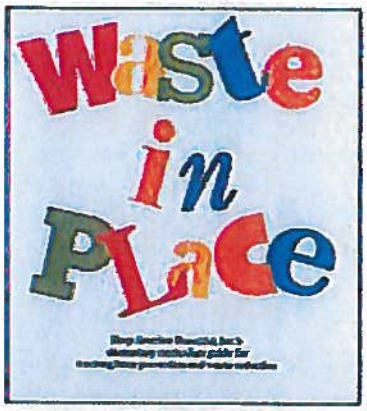


Advanced Disposal Municipal Marketing and Government Affairs Manager Steve Edwards is passionate about recycling. As his alter ego, Captain Recycle, Steve works with schools and young people to instill a sense of ownership in our environment. During school visits, Captain Recycle conducts interactive presentations to raise the awareness of students eager to learn about how they can make a difference through recycling.

Earth Day

Advanced Disposal often looks to partner with schools around Earth Day. For the last three years, Advanced Disposal and Wolf Creek Landfill have sponsored an Earth Day Contest at Jeffersonville Elementary School in Dry Branch, Georgia. Students receive Advanced Disposal gift bags and participate in an Earth Day coloring and essay contest for the chance to win Advanced Disposal Earth Day T-shirts and ribbons. Last year's essay title was, "My efforts for a cleaner, safer environment." Advanced Disposal also donated two cherry blossom trees to the school to plant as part of its Earth Day festivities.

We also support Nease High School's Annual Beach Cleanup that takes place in conjunction with Earth Day each year along the shores of Jacksonville and St. Johns County beaches. Advanced Disposal provides recycling containers, so the litter collected that is recyclable is processed in an environmentally sustainable manner.

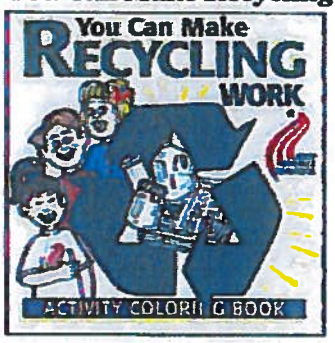


Waste in Place, Keep America Beautiful Curriculum Guide

Advanced Disposal believes it is, in part, our responsibility to assist with recycling curriculum in schools. We often provide our partnering schools and educators with the "Waste in Place" elementary school guide published by Keep America Beautiful. This informative guide provides lessons and activities on topics ranging from how we manage garbage to the plastic container identification code system. Armed with this knowledge, students will undoubtedly become advocates for recycling.

A copy of the curriculum can be provided upon request.

You Can Make Recycling Work Coloring Book by Keep America Beautiful



Advanced Disposal often provides the "You Can Make Recycling Work" coloring book to schools, during facility tours and at community events with children in attendance. This activity book, also published by Keep America Beautiful, is a great tool to reach our youngest recyclers.

A copy of the coloring book can be provided upon request.

RECYCLING – MUNICIPAL PARTNERSHIPS

Advanced Disposal is proud to provide recycling services to cities or counties across our operating footprint. As part of those partnerships, we are always looking for ways to increase recycling participation.

Make Your Mother Proud recycling cart program

A recent initiative we launched in an effort to create some buzz and excitement about recycling is our specially-designed "Make Your Mother Proud" recycling carts.

We recently announced that all Nassau County, Florida residential subscription customers can sign up for free recycling service. When they sign up, they receive a "Make Your Mother Proud" 65-gallon recycling cart at no extra cost. The program has proven to be successful thus far, and we hope to launch it in other communities where we provide services.

Monthly Environmental Tip of the Month email

Each month, Advanced Disposal selects an Environmental Tip of the Month that often focuses on reduce, reuse and recycle. We share this tip each month with our municipal customers with the idea that they will share it with their residents and businesses. Thanks to Advanced Disposal, each city or county can count on a fresh, new, green tip to publish on their website, newsletter, social media channels, etc.

EXHIBIT D

DISPOSAL CAPACITY COMMITMENTS

Operator's Waste Disposal Capacity Commitment to the 2-County Region, from the SOI Submittal

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 the 2-County Region that will be accepted for processing or disposal during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage of Facility	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Day - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Week - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Year - from the 2-County Region*
Conventional Municipal Waste	Y	5500 TPD AVG 6000 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 770 Tons Per Week	100% or a minimum of 36,000 Tons Per Year
Construction/Demolition Waste (C&D)	Y	5500 TPD AVG 6000 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 770 Tons Per Week	100% or a minimum of 36,000 Tons Per Year
Municipal Sewage Sludge	Y	5500 TPD AVG 6000 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 770 Tons Per Week	100% or a minimum of 36,000 Tons Per Year
Infectious & Chemotherapeutic Waste (ICW)	N				
Other Residual or Industrial (specify) Waste Streams	Y	5500 TPD AVG 6000 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 770 Tons Per Week	100% or a minimum of 36,000 Tons Per Year
Other (specify)** Sludge Type Waste	Y	5500 TPD AVG 6000 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 772 Tons Per Week	100% or a minimum of 36,000 Tons per Year

* Please note "All" if there are no specified maximum limits; commitment here is for Mifflin and Juniata Counties' waste, plus any additional waste from the Region managed by the Mifflin County Solid Waste Authority

** Attach additional pages if more types of waste need to be included

d. Minimum sludge characteristics required: % Solids N/A

Other requirements?: MUST PASS PAINT FILTER TEST AND COMPLY WITH ALL PADEP APPROVALS.

e. Will bulky wastes be accepted? ☒ Yes ☐ No

If yes, specify tonnage: 100% (tons/day or tons/year)

If yes, lists types and other requirements?: RESIDUAL WASTE AND SOME SLUDGES MAY REQUIRE PADEP APPROVALS WHICH WILL BE COMPLETED AND SUBMITTED BY ADVANCED DISPOSAL IF REQUIRED.

f. Is Respondent willing to accept Residual Waste at its facility? [X] Yes [ ] No
If yes, specify tonnage: 100% (tons/day or tons/year)

If yes, lists types and other requirements: PLEASE REFER TO SECTION e. ABOVE. ALL RESIDUAL WASTE WILL BE PROFILED AND APPROVED PRIOR TO DISPOSAL.

g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 0.5% of your daily commitment to accept 2-County Regional waste, or a minimum of 100 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events? [X] Yes [ ] No
If yes, please specify annual tonnage donation: 100 OR (tons/year)
A MINIMUM OF .5% OF WHAT IS RECIEVED.

2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with the 2-County Region on the manner in which they may be able to provide support for an enhanced and sustainable integrated waste and recyclables management program serving the 2-County Region, 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 the 2-County Region?
[X] Yes
[ ] No

b. Does Respondent affirm its willingness to enter good faith discussions with the 2-County Region to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for the 2-County Region?
[X] Yes
[ ] No

ADSWAST-01 WALLERSE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Virginia, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : First Mercury Insurance Company	10657
INSURER C : Illinois Union Insurance Company	27960
INSURER D : NAS - North American Specialty Insurance Company	29874
INSURER E :	
INSURER F :	

INSURED
ADS Waste Holdings, Inc.
(See Attached List of Named Insureds)
90 Fort Wade Rd.
Ponte Vedra, FL 32081

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		31GPP4985401	11/20/2013	11/20/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			31CAB4985501	11/20/2013	11/20/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NJEX000002068302	11/20/2013	11/20/2014	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		31WCI4985301	11/20/2013	11/20/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			PPLG27059065001	11/20/2012	11/20/2015	Aggregate	25,000,000
D	2nd Layer Excess			EXS000804301	11/20/2013	11/20/2014	Each Occ./Agg.	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Mifflin County Solid Waste Authority is included as an Additional Insured as respects to General Liability where required by written contract.

CERTIFICATE HOLDER

Mifflin County Solid Waste Authority
PO Box 390
87 Landfill Rd
Lewistown, PA 17044

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Named Insured:

Advanced Disposal Waste Holdings Corp.
ADS Waste Holdings, Inc.
Advanced Disposal Services South, Inc.
HWStar Holdings Corp.
Advanced Disposal Services East, Inc.
MWStar Waste Holdings Corp.
Advanced Disposal Services Midwest, LLC
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services, LLC
Advanced Disposal Recycling Services Gulf Coast, LLC
Advanced Disposal Services Alabama CATS, LLC
Advanced Disposal Services Alabama EATS, LLC
Advanced Disposal Services Alabama Holdings, LLC
Advanced Disposal Services Alabama, LLC
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Biloxi Transfer Station, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Carolinas Holdings, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, Inc.
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Biloxi Transfer Station, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Carolinas Holdings, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, Inc.
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Eagle Bluff Landfill, Inc.
Advanced Disposal Services Emerald Park Landfill, LLC
Advanced Disposal Services Evergreen Landfill, Inc.
Advanced Disposal Services Georgia Holdings, LLC
Advanced Disposal Services Glacier Ridge Landfill, LLC
Advanced Disposal Services Greentree Landfill, LLC
Advanced Disposal Services Gwinnett Transfer Station, LLC
Advanced Disposal Services Gulf Coast, LLC
Advanced Disposal Services Hancock County, LLC
Advanced Disposal Services Hickory Meadows Landfill, LLC
Advanced Disposal Services Hoosier Landfill, Inc.
Advanced Disposal Services Jackson, LLC
Advanced Disposal Services Jacksonville, LLC
Advanced Disposal Services Jones Road, LLC
Advanced Disposal Services Lehigh Valley, Inc.
Advanced Disposal Services Lancaster Landfill, LLC
Advanced Disposal Services Lithonia Transfer Station, LLC
Advanced Disposal Services Macon, LLC
Advanced Disposal Services Magnolia Ridge Landfill, LLC
Advanced Disposal Services Mallard Ridge Landfill, Inc.
Advanced Disposal Services Maple Hill Landfill, Inc.
Advanced Disposal Services Middle Georgia, LLC
Advanced Disposal Services Milledgeville Transfer Station, LLC
Advanced Disposal Services Mississippi, LLC
Advanced Disposal Services Mobile Transfer Station, LLC
Advanced Disposal Services Morehead Landfill, Inc.
Advanced Disposal Services National Accounts, LLC
Advanced Disposal Services National Accounts Holdings, Inc.
Advanced Disposal Services North Alabama Landfill, LLC
Advanced Disposal Services North Florida, LLC
Advanced Disposal Services North Georgia, LLC
Advanced Disposal Services Oak Ridge Landfill, Inc.
Advanced Disposal Services Orchard Hills Landfill, Inc.
Advanced Disposal Services Pasco County, LLC
Advanced Disposal Services Pecan Row Landfill, LLC
Advanced Disposal Services Pontiac Landfill, Inc.
Advanced Disposal Services Prattville C&D Landfill, LLC
Advanced Disposal Services Putnam County Landfill, LLC
Advanced Disposal Services Renewable Energy, LLC
ADS Renewable Energy – Eagle Point, LLC
ADS Renewable Energy – Stones Throw, LLC
ADS Renewable Energy – Wolf Creek, LLC
Advanced Disposal Services Randolph County, LLC
Advanced Disposal Services Rogers Lake, LLC
Advanced Disposal Services Rolling Hills Landfill, Inc.
Advanced Disposal Services Selma Transfer Station, LLC
Advanced Disposal Services Shippensburg, LLC
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Skippack, Inc.
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Services Solid Waste of PA, Inc.
Advanced Disposal Services Somerset, Inc.
Advanced Disposal Services South Carolina, LLC
Advanced Disposal Services Star Ridge Landfill, Inc.
Advanced Disposal Services Stateline, LLC
Advanced Disposal Services Sumner Landfill, Inc.
Advanced Disposal Services Taylor County Landfill, LLC
Advanced Disposal Services Tennessee Holdings, Inc.
Advanced Disposal Services Tennessee, LLC

Advanced Disposal Services Valley Meadows Landfill, LLC
Advanced Disposal Services Valley View Landfill, Inc.
Advanced Disposal Services Vasko Rubbish Removal, Inc.
Advanced Disposal Services Vasko Solid Waste, Inc.
Advanced Disposal Services Wayne County Landfill, Inc.
Advanced Disposal Services Zion Landfill, Inc.
Arrow Disposal Service, LLC
Baton Rouge Renewable Energy, LLC
Burlington Transfer Station, Inc.
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
Champion Transfer Station, Inc.
Coastal Recyclers Landfill, LLC
Diller Transfer Station
Community Refuse Service, Inc.
Community Refuse Service, LLC
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Eco-Safe Systems, LLC
Firetower Landfill, LLC
Advanced Disposal Services National Accounts, Inc.
Hall County Transfer Station, LLC
Harmony Landfill, LP
Highstar Galante, Inc.
Highstar Royal Oaks I, Inc.
Highstar Royal Oaks II, Inc.
Highstar Waste Acquisition Corp.
Hinkle Transfer Station, Inc.
IWStar Waste Holdings Corp.
Jones Road Landfill and Recycling, Ltd.
Land and Gas Reclamation, Inc.
Landsouth, Inc.
Middleton, LLC
Moretown Landfill, Inc.
Mostoller Landfill, Inc.
Mostoller Landfill, LLC
Nassau County Landfill, LLC
NEWS North East Holdings, Inc.
NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWS PA Holdings, Inc.
NEWStar Waste Holdings Corp.
North East Waste Services, Inc.
Old Kings Road, LLC
Old Kings Road Solid Waste, LLC
Parker Sanitation II, Inc.
Pasco Lakes Inc.
PDC Disposal Co., Inc.
St. Johnsbury Transfer Station, Inc.
Site Services, LLC
Somerset Hauling, Inc.
South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
Stone's Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Trestle Park Carting, Inc.
Trestle Transport, Inc.
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, Inc.
WSI Sandy Run Landfill, LLC

ADSWAST-01 WALLERSE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Virginia, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : First Mercury Insurance Company	10657
INSURER C : Illinois Union Insurance Company	27960
INSURER D : NAS - North American Specialty Insurance Company	29874
INSURER E :	
INSURER F :	

INSURED
ADS Waste Holdings, Inc.
(See Attached List of Named Insureds)
90 Fort Wade Rd.
Ponte Vedra, FL 32081

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		31GPP4985401	11/20/2013	11/20/2014	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			31CAB4985501	11/20/2013	11/20/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			NJEX000002068302	11/20/2013	11/20/2014	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		31WCI4985301	11/20/2013	11/20/2014	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution Liability			PPLG27059065001	11/20/2012	11/20/2015	Aggregate	25,000,000
D	2nd Layer Excess			EXS000804301	11/20/2013	11/20/2014	Each Occ./Agg.	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Juniata County Board of Commissioners is included as an Additional Insured as respects to General Liability where required by written contract.

CERTIFICATE HOLDER

Juniata County Board of Commissioners
PO Box 68
Mifflintown, PA 17059

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Named Insured:

Advanced Disposal Waste Holdings Corp.
ADS Waste Holdings, Inc.
Advanced Disposal Services South, Inc.
HWStar Holdings Corp.
Advanced Disposal Services East, Inc.
MWStar Waste Holdings Corp.
Advanced Disposal Services Midwest, LLC
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services, LLC
Advanced Disposal Recycling Services Gulf Coast, LLC
Advanced Disposal Services Alabama CATS, LLC
Advanced Disposal Services Alabama EATS, LLC
Advanced Disposal Services Alabama Holdings, LLC
Advanced Disposal Services Alabama, LLC
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Biloxi Transfer Station, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Carolinas Holdings, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, Inc.
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Biloxi Transfer Station, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Carolinas Holdings, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, Inc.
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Eagle Bluff Landfill, Inc.
Advanced Disposal Services Emerald Park Landfill, LLC
Advanced Disposal Services Evergreen Landfill, Inc.
Advanced Disposal Services Georgia Holdings, LLC
Advanced Disposal Services Glacier Ridge Landfill, LLC
Advanced Disposal Services Greentree Landfill, LLC
Advanced Disposal Services Gwinnett Transfer Station, LLC
Advanced Disposal Services Gulf Coast, LLC
Advanced Disposal Services Hancock County, LLC
Advanced Disposal Services Hickory Meadows Landfill, LLC
Advanced Disposal Services Hoosier Landfill, Inc.
Advanced Disposal Services Jackson, LLC
Advanced Disposal Services Jacksonville, LLC
Advanced Disposal Services Jones Road, LLC
Advanced Disposal Services Lehigh Valley, Inc.
Advanced Disposal Services Lancaster Landfill, LLC
Advanced Disposal Services Lithonia Transfer Station, LLC
Advanced Disposal Services Macon, LLC
Advanced Disposal Services Magnolia Ridge Landfill, LLC
Advanced Disposal Services Mallard Ridge Landfill, Inc.
Advanced Disposal Services Maple Hill Landfill, Inc.
Advanced Disposal Services Middle Georgia, LLC
Advanced Disposal Services Milledgeville Transfer Station, LLC
Advanced Disposal Services Mississippi, LLC
Advanced Disposal Services Mobile Transfer Station, LLC
Advanced Disposal Services Morehead Landfill, Inc.
Advanced Disposal Services National Accounts, LLC
Advanced Disposal Services National Accounts Holdings, Inc.
Advanced Disposal Services North Alabama Landfill, LLC
Advanced Disposal Services North Florida, LLC
Advanced Disposal Services North Georgia, LLC
Advanced Disposal Services Oak Ridge Landfill, Inc.
Advanced Disposal Services Orchard Hills Landfill, Inc.
Advanced Disposal Services Pasco County, LLC
Advanced Disposal Services Pecan Row Landfill, LLC
Advanced Disposal Services Pontiac Landfill, Inc.
Advanced Disposal Services Prattville C&D Landfill, LLC
Advanced Disposal Services Putnam County Landfill, LLC
Advanced Disposal Services Renewable Energy, LLC
ADS Renewable Energy – Eagle Point, LLC
ADS Renewable Energy – Stones Throw, LLC
ADS Renewable Energy – Wolf Creek, LLC
Advanced Disposal Services Randolph County, LLC
Advanced Disposal Services Rogers Lake, LLC
Advanced Disposal Services Rolling Hills Landfill, Inc.
Advanced Disposal Services Selma Transfer Station, LLC
Advanced Disposal Services Shippensburg, LLC
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Skippack, Inc.
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Services Solid Waste of PA, Inc.
Advanced Disposal Services Somerset, Inc.
Advanced Disposal Services South Carolina, LLC
Advanced Disposal Services Star Ridge Landfill, Inc.
Advanced Disposal Services Stateline, LLC
Advanced Disposal Services Sumner Landfill, Inc.
Advanced Disposal Services Taylor County Landfill, LLC
Advanced Disposal Services Tennessee Holdings, Inc.
Advanced Disposal Services Tennessee, LLC

Advanced Disposal Services Valley Meadows Landfill, LLC
Advanced Disposal Services Valley View Landfill, Inc.
Advanced Disposal Services Vasko Rubbish Removal, Inc.
Advanced Disposal Services Vasko Solid Waste, Inc.
Advanced Disposal Services Wayne County Landfill, Inc.
Advanced Disposal Services Zion Landfill, Inc.
Arrow Disposal Service, LLC
Baton Rouge Renewable Energy, LLC
Burlington Transfer Station, Inc.
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
Champion Transfer Station, Inc.
Coastal Recyclers Landfill, LLC
Diller Transfer Station
Community Refuse Service, Inc.
Community Refuse Service, LLC
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Eco-Safe Systems, LLC
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Jones Road Landfill and Recycling, Ltd.
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Landsouth, Inc.
Middleton, LLC
Moretown Landfill, Inc.
Mostoller Landfill, Inc.
Mostoller Landfill, LLC
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NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWS PA Holdings, Inc.
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Old Kings Road Solid Waste, LLC
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Pasco Lakes Inc.
PDC Disposal Co., Inc.
St. Johnsbury Transfer Station, Inc.
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South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
Stone's Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Trestle Park Carting, Inc.
Trestle Transport, Inc.
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, Inc.
WSI Sandy Run Landfill, LLC

Advanced Disposal - Mostoller Landfill

MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT

COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 25 day of June, 2014, by and among the 2-County Region, made up of Mifflin and Juniata Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats, hereinafter the "2-County Region," and Advanced Disposal ("Operator").
Mostoller Landfill, INC.

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires Mifflin and Juniata Counties ("2-County Region"), as part of its Regional Municipal Waste Management Plan ("Regional Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within the 2-County Region for a period of at least ten (10) years. Under an Intergovernmental Agreement, the 2-County Region is cooperating in the development of the 2-County Regional Plan. On behalf of the 2-County Region, 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 the 2-County Region, 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 2015. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by the 2-County Region. 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 the 2-County Region.

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:

2-County Region. The two-County Region of Mifflin and Juniata Counties, Pennsylvania.

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, Commonwealth Act of July 28, 1988, No. 101, as amended.

Agreement. The Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement among the 2-County Region and the Operator's Facility, as amended, supplemented or extended.

Alternative Facility. Any duly licensed or permitted facility designated by the Operator to accept 2-County Region-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.

Operator. Advanced Disposal Services Mostoller 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 Somerset, Somerset 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.

Regional Plan. The 2-County Regional Municipal Solid Waste Management Plan being prepared by or on behalf of the 2-County Region, 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 the 2-County Region

The 2-County Region represents and warrants that:

(a) Mifflin and Juniata Counties are political subdivisions of the Commonwealth of Pennsylvania, acting by and through their duly authorized officials, have agreed to cooperatively plan and implement solid waste management and recycling measures through an Act 101 Regional Municipal Waste Management Planning process in accordance with an Intergovernmental Agreement, and are duly authorized under Act 101 to delegate their duties to carry on certain governmental functions such as those outlined in a Delegation of Powers Agreement between Mifflin County and the Mifflin County Solid Waste Authority related to the planning and implementation of Mifflin County's duties under the Regional Plan.

(b) The two counties represented by the 2-County Region have 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 the 2-County Region pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the counties and will constitute a legal, valid and binding obligation of the counties.

(d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the 2-County Region, threatened against or adversely affecting the ability of the 2-County Region to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to the 2-County Region 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 PA _____ 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 the 2-County Region'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 the 2-County Region a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the 2-County Region.

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, the 2-County Region hereby agrees to include the Operator's Facility in its Regional Plan as a designated processing/ disposal facility for municipal waste generated in the 2-County Region. The Operator acknowledges that this Agreement is nonexclusive and the 2-County Region 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 the 2-County Region and the Operator and at no time during the term of this Agreement shall the 2-County Region 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 (contained in Exhibit D of this agreement and incorporated herein by reference):

(a) The 2-County Region 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 the 2-County Region.

(b) The 2-County Region or any waste hauler shall notify the Operator that it intends to exercise its right to deliver Acceptable Waste to the Operator's Facility prior to commencing the delivery of such waste.

(c) In accordance with Operator's commitments to accept waste as contained in Exhibit D, the Operator shall provide processing and/or disposal capacity as may be needed by the 2-County Region for Acceptable Waste generated within the geographic boundaries of the 2-County Region and that the 2-County Region 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 2-County Region residents in small vehicles. The Operator and the 2-County Region shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) 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.

(e) 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 2-County Region's waste haulers and occasional 2-County Region individual residents delivering municipal waste from the 2-County Region 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. The 2-County Region 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 as Exhibit B and incorporated herein by reference.

(b) If the 2-County Region 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 the 2-County Region, 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 the 2-County Region 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 2-County Region-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 the counties represented by the 2-County Region will be directed to the Operator. In the event the Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the 2-County Region 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. 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.

5.1 Basic Reporting Requirements

(a) The Operator shall provide the 2-County Region with quarterly reports of all types and origin of waste generated in the 2-County Region and delivered to the Operator's Facility by waste haulers and occasional individual 2-County Region residents, along with any fees due to the 2-County Region from the Operator. These reports shall include the totals by month for each type of waste. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the 2-County Region, copies of such reports may be submitted to the 2-County Region to comply with the Operator's reporting requirements.

(b) Along with quarterly reports, the Operator shall provide: (i) names of waste haulers delivering loads of 2-County Region-generated wastes; and (ii) a statement that the Operator's permit for the Operator's Facility has not been revoked or suspended, that the Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, DEP and 2-County Region regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

The Operator shall provide written notice to the 2-County Region 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.

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the 2-County Region and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of 2-County Region-generated municipal waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

Article 6. Tipping Fees and Other Charges

6.1 Tipping Fees

(a) The Operator shall not charge a tipping fee to any 2-County Region waste hauler or occasional individual 2-County Region 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 2-County Region fees.

(b) The 2-County Region 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 the 2-County Region 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.

6.2 Negotiated 2-County Region Fees

Not part of this Agreement

Article 7. 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. The 2-County Region 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) The Counties/ Authority represented by the 2-County Region 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 each of the two Counties/ Authority with a thirty (30) day notice of cancellation.

Article 8. Indemnification

8.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties/ Authority comprising the 2-County Region, their officers, members, employees, agents, contractors and subcontractors (2-County Region indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the 2-County Region 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 2-County Region 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 2-County Region indemnified party.

8.2 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 the 2-County Region, be entitled to cooperate with the 2-County Region with respect to the defense. With the written consent of the 2-County Region, the Operator may assume the defense or represent the interests of the 2-County Region 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 the 2-County Region and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the 2-County Region and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the 2-County Region 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 Mifflin County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.

9.2 Events of Default by 2-County Region

The persistent or repeated failure or refusal by the 2-County Region to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the 2-County Region 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 the 2-County Region 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 the 2-County Region; and

(b) The 2-County Region 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 the 2-County Region shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the 2-County Region's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the 2-County Region is continuing to take reasonable steps to cure such default within the earliest practicable time.

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the 2-County Region or its waste haulers or occasional individual 2-County Region residents delivered to the Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement.

9.4 Force Majeure

Neither the Operator nor the 2-County Region 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 the 2-County Region and which the Operator or 2-County Region 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 the 2-County Region within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 2-County Region 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2015 or, if later, the date that the DEP approves the Regional Plan. The Operator shall begin to accept waste deliveries from 2-County Region sources under the terms and conditions of this Agreement on this date.

10.2 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 expire at the end of the first term (five (5) years from the effective date), unless the 2-County Region has exercised its right to renew the Agreement or agreed to an alternate Agreement period. The 2-County Region shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the 2-County Region and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 2-County Region 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 11. Miscellaneous

11.1 Assignment

(a) This Agreement may not be assigned by either the 2-County Region or the Operator or its rights sold by Operator except with the written consent of the 2-County Region or Operator or as further provided in this Article. The 2-County Region 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 the 2-County Region and/or any waste hauler may avail itself of the rights of the 2-County Region under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of the 2-County Region 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 the 2-County Region and the written consent of the 2-County Region.

(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.

11.2 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:

For the 2-County Region: _____ and _____

_____ _____

_____ _____

_____ _____

For the Operator: Donald Henrichs
635 Toby Rd
Kersey, PA 15846
814-265-1744

Either the 2-County Region or Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

11.3 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 the 2-County Region 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. The 2-County Region and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

11.4 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, the 2-County Region 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 the 2-County Region 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.

11.5 Change of Ownership

In the event of any change of control or ownership of the Operator's Facility, the 2-County Region 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..

11.6 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.

11.7 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.

11.8 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.

11.9 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 the 2-

County Region and the Operator, or as constituting the Operator the general representative or general agent of the 2-County Region for any purpose whatsoever.

11.10 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.

11.11 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.

11.12 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.

Article 12. Integrated Waste and Recyclables Management Program Support

12.1 Minimum Annual Processing/ Disposal Capacity Donation for Non-Profit Activities

100 tons/year or a minimum of 0.5% of what is received

12.2 Negotiated Integrated Waste and Recyclables Management Program Support

See Exhibit C

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.

2-COUNTY REGIONAL REPRESENTATIVES

For Mifflin County:

By: _____

Date: 6/25/14 Title: CHAIRMAN

For Juniata County:

By: _____

Date: 5/27/14 Title: Chairman

OPERATOR

By: _____

Date: 4/19/14 Title: WESTERN PA Landfill Manager

EXHIBIT A

CEILING GATE RATE FEES

Fee Schedule from Operator's SOI Submittal Form
Not-to-Exceed Tipping Fees for Multiple Types of
Municipal Waste (and Residual Waste, if
Applicable) by Contract Year

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 the 2-County Region. The Respondent should **not** include any proposed contribution to a proposed integrated waste and recycling sustainability program as part of its maximum tipping fee in this Price Submission.

PROCESSING/ DISPOSAL ONLY

Contract Year*	Municipal Waste		Construction/ Demolition Waste (C&D)		Municipal Sewage Sludge**		Infectious & Chemotherapeutic Waste (ICW)	
	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2015	$20.38		$20.38		$20.38		N/A	
2016	$20.38		$20.38		$20.38		N/A	
2017	$20.38		$20.38		$20.38		N/A	
2018	$20.79		$20.79		$20.79		N/A	
2019	$21.20		$21.20		$21.20		N/A	
2020	$21.63		$21.63		$21.63		N/A	
2021	$22.06		$22.06		$22.06		N/A	
2022	$22.50		$22.50		$22.50		N/A	
2023	$22.95		$22.95		$22.95		N/A	
2024	$23.41		$23.41		$23.41		N/A	

* Anticipated first year of operation under this contract is 2015.

** Please specify the adjustment in unit cost for variations in sludge characteristics (if applicable): NOT 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).

	Residual or Industrial Type Waste Streams		Sludge Type Waste Streams			
Waste Type	(list)		(list)		(list)	
Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**
2015	$20.38		$20.38			
2016	$20.38		$20.38			
2017	$20.38		$20.38			
2018	$20.79		$20.79			
2019	$21.20		$21.20			
2020	$21.63		$21.63			
2021	$22.06		$22.06			
2022	$22.50		$22.50			
2023	$22.95		$22.95			
2024	$23.41		$23.41			

* Respondent acknowledges that the costs presented above reflect an anticipated first year of operation under the contract is 2015.

** May be left blank if fixed price/ton information is provided for all years.

Other not-to-exceed proposed rate schedules for materials from the 2-County Region, such as bulky waste fees (list item and provide or attach rate structure):

The rate schedules listed above and on page A-23 will be honored for all waste streams accepted at the Mifflin County Solid Waste Authority that meet the waste disposal requirements as regulated by the PADEP (Pennsylvania Department of Environmental Resources).

EXHIBIT B

FACILITY HOURS

Hours that the Operator's Facility is Open to
Accept Waste from the 2-County Region

Monday to Friday 7 Am to 3 Pm
Saturday 7 Am to 9 Am

EXHIBIT C

INTEGRATED WASTE AND RECYCLABLES SYSTEM SUPPORT

Operator's Offer, from the SOI Submittal, to Support
the Sustainability of the Integrated Waste and
Recyclables Management System in the
2-County Region

help identify ways in which it may support the provision of sustainable expanded programs for integrated waste and recyclables management in the 2-County Region. While provision of these services is an optional component of this SOI, the 2-County Region 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 the enhancement and expansion of the 2-County Region's Integrated Waste and Recyclables Management Program, as further described in the 2-County Regional Plan, 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 of these critical and important components of the 2-County Regional Plan.

These optional ideas and concepts provided by Respondents may be further discussed and refined through the follow up interview and clarification process with the 2-County Region as described in the SOI text.

Response: Advanced Disposal Services, Inc. (Advanced Disposal) is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

Advanced Disposal has always had a strong commitment to recycling through our extensive residential and commercial collection operations. All offices participate in a recycling program, whether it's recycling paper, aluminum cans, plastics or a combination of all. Many of Advanced Disposal's recent acquisitions and milestones stem from our goal to be a fully-integrated environmental services company and prove our commitment to a cleaner, greener world. We own and/or operate eight recycling processing facilities in Alabama, Florida, Georgia, Pennsylvania Mississippi and North Carolina and consistently look for more opportunities to site, permit, and operate recycling facilities.

Promoting recycling through education and community outreach is a goal that all Advanced Disposal operating facilities remain committed to both in our service to residents and communities as well as to businesses.

Please refer to the attached pages.

(attach additional pages as necessary)

Advanced Disposal

Recycling Education & Outreach Activities

Advanced Disposal Services, Inc. (Advanced Disposal) is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

Advanced Disposal has always had a strong commitment to recycling through our extensive residential and commercial collection operations. All offices participate in a recycling program, whether it's recycling paper, aluminum cans, plastics or a combination of all. Many of Advanced Disposal's recent acquisitions and milestones stem from our goal to be a fully-integrated environmental services company and prove our commitment to a cleaner, greener world. We own and/or operate seven recycling processing facilities in Alabama, Florida, Georgia, Mississippi and North Carolina and consistently look for more opportunities to site, permit, and operate recycling facilities.

Promoting recycling through education and community outreach is a goal that all Advanced Disposal operating facilities remain committed to both in our service to residents and communities as well as to businesses.

The following outlines the various programs and tools Advanced Disposal implements to grow understanding and participation in recycling.

I. COMMUNITY OUTREACH EVENTS
   A. Electronic Recycling
   B. Cell Phones for Soldiers
   C. Paper Shredding
   D. America Recycles Day
   E. Beautiful Bag Ladies
   F. Presentations to various groups and organizations

II. SCHOOL PROGRAMS
   A. Bringing Recycling to Schools
   B. Recycling Facility Tours
   C. Captain Recycle
   D. Earth Day
   E. Waste in Place, Keep America Beautiful Curriculum Guide
   F. You Can Make Recycling Work Coloring Book by Keep America Beautiful

III. MUNICIPAL PARTNERSHIPS
   A. Make Your Mother Proud recycling cart program
   B. Monthly Environmental Tip of the Month email

RECYCLING - COMMUNITY OUTREACH EVENTS

Advanced Disposal works within each of our communities to develop or participate in events where we have the opportunity to highlight the importance of recycling. Events are tailored for the community to ensure the message resonates with residents, as every neighborhood varies on its knowledge and acceptance of recycling.

Electronic Recycling

Advanced Disposal holds electronic or e-recycling events to give residents and businesses the opportunity to discard unwanted electronics, such as computers, printers, faxes, televisions, phones, etc. In this day and age, electronics are obsolete and thus are often replaced at a rapid rate. These items have to be discarded in a cautious manner in order to protect natural resources.

At the e-cycling events, Advanced Disposal partners with a preferred vendor that is responsible for recycling the materials. We will only partner with those vendors that provide written proof that the collected electronics are not sent overseas to be broken apart. With this proof, we can rest assured that the electronics are being recycled in a manner that is safe to the environment.

Cell Phones for Soldiers

CELL PHONES FOR SOLDIERS®
Help Our Troops Call Home

Since 2009, Advanced Disposal has partnered with Cell Phones for Soldiers to collect unwanted cell phones for recycling. The proceeds from the recycled cell phones provide soldiers serving overseas with prepaid calling cards to communicate with their families back home. During the week of Veteran's Day, Advanced Disposal will place Cell Phones for Soldiers donation bags inside customers' recycling containers throughout participating communities in hopes of collecting cell phone donations. Residents are asked to place an old, unwanted cell phone inside the envelope, seal it up and leave it in their mailbox. There is no postage necessary and no charge to the participant. Each donated cell phone provides a soldier overseas with 60 minutes of prepaid calling service so they may phone their families back home.

Advanced Disposal also promotes the program by distributing Cell Phone for Soldiers envelopes at community events that we are involved in, such as the St. Augustine Marathon weekend in November. Since January of 2009, Advanced Disposal has collected 2,945 phones, resulting in 176,700 minutes of talk time for troops.

Paper Shredding

Advanced Disposal hosts paper shredding events in the communities we operate, which is also a welcomed service for residents and small businesses who wish to recycle paper while protecting their identities and other sensitive information.

At a recent shred event in St. Johns County, Florida, we collected and recycled 22,000 pounds of paper and 1,500 pounds of cardboard in just four hours.

The event was held to help reduce the risk of identity theft for residents and businesses and in celebration of America Recycles Day.

America Recycles Day

Since 1997, communities across the country have come together on November 15 to celebrate America Recycles Day. America Recycles Day is the only nationally recognized day dedicated to the promotion of recycling in the United States. One day to educate and motivate. One day to get our neighbors, friends and community leaders excited about what can be accomplished when we all work together. One day to make recycling bigger and better 365 days a year.

Every year, Advanced Disposal celebrates America Recycles Day by hosting or participating in community events throughout our operating footprint. We might hold a paper shredding event, provide recycling containers at a festival, or bring a recycling truck to a community-wide recycling celebration, so people can see up close how their recyclable materials are collected from their homes. We hope to make each year's America Recycles Day bigger than the last.

Beautiful Bag Ladies

The Bag Ladies are beautiful ladies working to help create a more beautiful environment. Attractive women, working on behalf of Advanced Disposal, promote recycling, reduce litter and waste, and represent the company's commitment to cleaner communities. Advanced Disposal selects specific events where there are large numbers of people drinking from plastic bottles and/or aluminum cans that can be recycled. The Bag Ladies carry blue bags and ask people for their recyclable bottles and cans, while distributing a flyer promoting the benefits of recycling.

The program promotes Advanced Disposal in a very positive "green" light, is a fun, entertaining way to spread the message of recycling, and helps to reduce the quantity of solid waste generated and requiring disposal at special events. Advanced Disposal's Bag Ladies can be spotted at such events including the National Marathon to Finish Breast Cancer in Jacksonville.

Presentations to Various Groups and Organizations

Advanced Disposal employees will regularly speak to various groups about the importance of recycling and how we, as a company, are working to make a difference. We speak to rotary groups, leadership organizations, garden clubs, economic development committees, and the list goes on. Presentations are targeted for the group's knowledge and interest with the same goal – to get more people recycling.

RECYCLING – SCHOOL PROGRAMS

Advanced Disposal is committed to educating students on the benefits of recycling. We believe that the future of our Earth rests with our students, so the younger we can teach kids to make recycling a habit, the better we all are.

Bringing Recycling to Schools

Advanced Disposal partnered with an Alabama elementary school to create a pilot program for

recycling. Advanced Disposal donated bins and services for the program, which was so successful; it is being adopted in other schools within the system. We launched a similar program with Jeffersonville Elementary in Georgia and continue to partner with schools throughout our operating footprint to provide recycling services to students, faculty and staff.

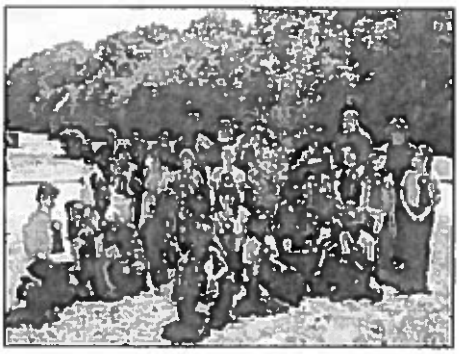
Recycling Facility Tours

Advanced Disposal offers guided tours of its Material Recycling Facilities to school groups on a regular basis. The hands-on experience provides students a better understanding of how material is sorted and processed for the next phase.

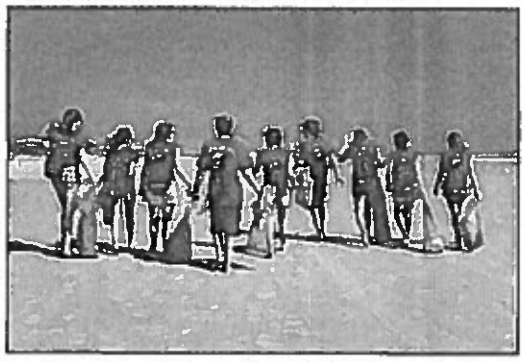
Captain Recycle

Advanced Disposal Municipal Marketing and Government Affairs Manager Steve Edwards is passionate about recycling. As his alter ego, Captain Recycle, Steve works with schools and young people to instill a sense of ownership in our environment. During school visits, Captain Recycle conducts interactive presentations to raise the awareness of students eager to learn about how they can make a difference through recycling.

Earth Day



Advanced Disposal often looks to partner with schools around Earth Day. For the last three years, Advanced Disposal and Wolf Creek Landfill have sponsored an Earth Day Contest at Jeffersonville Elementary School in Dry Branch, Georgia. Students receive Advanced Disposal gift bags and participate in an Earth Day coloring and essay contest for the chance to win Advanced Disposal Earth Day T-shirts and ribbons. Last year's essay title was, "My efforts for a cleaner, safer environment." Advanced Disposal also donated two cherry blossom trees to the school to plant as part of its Earth Day festivities.



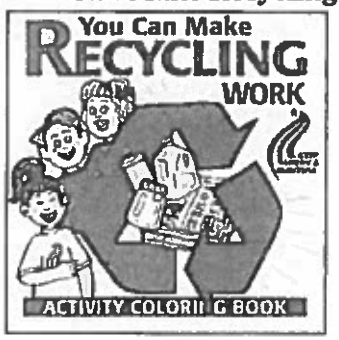
We also support Nease High School's Annual Beach Cleanup that takes place in conjunction with Earth Day each year along the shores of Jacksonville and St. Johns County beaches. Advanced Disposal provides recycling containers, so the litter collected that is recyclable is processed in an environmentally sustainable manner.

Waste in Place, Keep America Beautiful Curriculum Guide

Advanced Disposal believes it is, in part, our responsibility to assist with recycling curriculum in schools. We often provide our partnering schools and educators with the "Waste in Place" elementary school guide published by Keep America Beautiful. This informative guide provides lessons and activities on topics ranging from how we manage garbage to the plastic container identification code system. Armed with this knowledge, students will undoubtedly become advocates for recycling.

A copy of the curriculum can be provided upon request.

You Can Make Recycling Work Coloring Book by Keep America Beautiful



Advanced Disposal often provides the "You Can Make Recycling Work" coloring book to schools, during facility tours and at community events with children in attendance. This activity book, also published by Keep America Beautiful, is a great tool to reach our youngest recyclers.

A copy of the coloring book can be provided upon request.

RECYCLING – MUNICIPAL PARTNERSHIPS

Advanced Disposal is proud to provide recycling services to cities or counties across our operating footprint. As part of those partnerships, we are always looking for ways to increase recycling participation.

Make Your Mother Proud recycling cart program

A recent initiative we launched in an effort to create some buzz and excitement about recycling is our specially-designed "Make Your Mother Proud" recycling carts.

We recently announced that all Nassau County, Florida residential subscription customers can sign up for free recycling service. When they sign up, they receive a "Make Your Mother Proud" 65-gallon recycling cart at no extra cost. The program has proven to be successful thus far, and we hope to launch it in other communities where we provide services.

Monthly Environmental Tip of the Month email

Each month, Advanced Disposal selects an Environmental Tip of the Month that often focuses on reduce, reuse and recycle. We share this tip each month with our municipal customers with the idea that they will share it with their residents and businesses. Thanks to Advanced Disposal, each city or county can count on a fresh, new, green tip to publish on their website, newsletter, social media channels, etc.

EXHIBIT D

DISPOSAL CAPACITY COMMITMENTS

Operator's Waste Disposal Capacity Commitment to
the 2-County Region, from the SOI Submittal

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 the 2-County Region that will be accepted for processing or disposal during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage of Facility	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Day - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Week - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Year - from the 2-County Region*
Conventional Municipal Waste	Y	2000 TPD AVG 2400 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 770 Tons Per Week	100% or a minimum of 36,000 Tons Per Year
Construction/Demolition Waste (C&D)	Y	2000 TPD AVG 2400 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 770 Tons Per Week	100% or a minimum of 36,000 Tons Per Year
Municipal Sewage Sludge	Y	2000 TPD AVG 2400 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 770 Tons Per Week	100% or a minimum of 36,000 Tons Per Year
Infectious & Chemotherapeutic Waste (ICW)	N				
Other Residual or Industrial (specify) Waste Streams	Y	2400 TPD AVG 2400 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 770 Tons Per Week	100% or a minimum of 36,000 Tons Per Year
Other (specify)** Sludge Type Waste	Y	2400 TPD AVG 2400 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 772 Tons Per Week	100% or a minimum of 36,000 Tons per Year

* Please note "All" if there are no specified maximum limits; commitment here is for Mifflin and Juniata Counties' waste, plus any additional waste from the Region managed by the Mifflin County Solid Waste Authority

** Attach additional pages if more types of waste need to be included

d. Minimum sludge characteristics required: % Solids N/A

Other requirements?: MUST PASS PAINT FILTER TEST AND COMPLY WITH ALL PADEP APPROVALS.

e. Will bulky wastes be accepted? ☒ Yes ☐ No

If yes, specify tonnage: 100% (tons/day or tons/year)

If yes, lists types and other requirements?: RESIDUAL WASTE AND SOME SLUDGES MAY REQUIRE PADEP APPROVALS WHICH WILL BE COMPLETED AND SUBMITTED BY ADVANCED DISPOSAL IF REQUIRED.

f. Is Respondent willing to accept Residual Waste at its facility? [x] Yes [ ] No
If yes, specify tonnage: 100% (tons/day or tons/year)

If yes, lists types and other requirements: PLEASE REFER TO SECTION e. ABOVE. ALL RESIDUAL WASTE WILL BE PROFILED AND APPROVED PRIOR TO DISPOSAL.

g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 0.5% of your daily commitment to accept 2-County Regional waste, or a minimum of 100 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events? [x] Yes [ ] No
If yes, please specify annual tonnage donation: 100 OR (tons/year)
A MINIMUM OF .5% OF WHAT IS RECIEVED.

2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with the 2-County Region on the manner in which they may be able to provide support for an enhanced and sustainable integrated waste and recyclables management program serving the 2-County Region, 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 the 2-County Region?
[x] Yes
[ ] No

b. Does Respondent affirm its willingness to enter good faith discussions with the 2-County Region to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for the 2-County Region?
[x] Yes
[ ] No

ADSWAST-01 WALLERSE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Virginia, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : First Mercury Insurance Company	10657
INSURER C : Illinois Union Insurance Company	27960
INSURER D : NAS - North American Specialty Insurance Company	29874
INSURER E :	
INSURER F :	

INSURED
ADS Waste Holdings, Inc.
(See Attached List of Named Insureds)
90 Fort Wade Rd.
Ponte Vedra, FL 32081

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		31GPP4985401	11/20/2013	11/20/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			31CAB4985501	11/20/2013	11/20/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			NJEX000002068302	11/20/2013	11/20/2014	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		31WCI4985301	11/20/2013	11/20/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			PPLG27059065001	11/20/2012	11/20/2015	Aggregate	25,000,000
D	2nd Layer Excess			EXS000804301	11/20/2013	11/20/2014	Each Occ./Agg.	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Juniata County Board of Commissioners is included as an Additional Insured as respects to General Liability where required by written contract.

CERTIFICATE HOLDER

Juniata County Board of Commissioners
PO Box 68
Mifflintown, PA 17059

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Named Insured:
Advanced Disposal Waste Holdings Corp.
ADS Waste Holdings, Inc.
Advanced Disposal Services South, Inc.
HWStar Holdings Corp.
Advanced Disposal Services East, Inc.
MWStar Waste Holdings Corp.
Advanced Disposal Services Midwest, LLC
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services, LLC
Advanced Disposal Recycling Services Gulf Coast, LLC
Advanced Disposal Services Alabama CATS, LLC
Advanced Disposal Services Alabama EATS, LLC
Advanced Disposal Services Alabama Holdings, LLC
Advanced Disposal Services Alabama, LLC
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Biloxi Transfer Station, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Carolinas Holdings, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, Inc.
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Biloxi Transfer Station, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Carolinas Holdings, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, Inc.
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Eagle Bluff Landfill, Inc.
Advanced Disposal Services Emerald Park Landfill, LLC
Advanced Disposal Services Evergreen Landfill, Inc.
Advanced Disposal Services Georgia Holdings, LLC
Advanced Disposal Services Glacier Ridge Landfill, LLC
Advanced Disposal Services Greentree Landfill, LLC
Advanced Disposal Services Gwinnett Transfer Station, LLC
Advanced Disposal Services Gulf Coast, LLC
Advanced Disposal Services Hancock County, LLC
Advanced Disposal Services Hickory Meadows Landfill, LLC
Advanced Disposal Services Hoosier Landfill, Inc.
Advanced Disposal Services Jackson, LLC
Advanced Disposal Services Jacksonville, LLC
Advanced Disposal Services Jones Road, LLC
Advanced Disposal Services Lehigh Valley, Inc.
Advanced Disposal Services Lancaster Landfill, LLC
Advanced Disposal Services Lithonia Transfer Station, LLC
Advanced Disposal Services Macon, LLC
Advanced Disposal Services Magnolia Ridge Landfill, LLC
Advanced Disposal Services Mallard Ridge Landfill, Inc.
Advanced Disposal Services Maple Hill Landfill, Inc.
Advanced Disposal Services Middle Georgia, LLC
Advanced Disposal Services Milledgeville Transfer Station, LLC
Advanced Disposal Services Mississippi, LLC
Advanced Disposal Services Mobile Transfer Station, LLC
Advanced Disposal Services Morehead Landfill, Inc.
Advanced Disposal Services National Accounts, LLC
Advanced Disposal Services National Accounts Holdings, Inc.
Advanced Disposal Services North Alabama Landfill, LLC
Advanced Disposal Services North Florida, LLC
Advanced Disposal Services North Georgia, LLC
Advanced Disposal Services Oak Ridge Landfill, Inc.
Advanced Disposal Services Orchard Hills Landfill, Inc.
Advanced Disposal Services Pasco County, LLC
Advanced Disposal Services Pecan Row Landfill, LLC
Advanced Disposal Services Pontiac Landfill, Inc.
Advanced Disposal Services Prattville C&D Landfill, LLC
Advanced Disposal Services Putnam County Landfill, LLC
Advanced Disposal Services Renewable Energy, LLC
ADS Renewable Energy – Eagle Point, LLC
ADS Renewable Energy – Stones Throw, LLC
ADS Renewable Energy – Wolf Creek, LLC
Advanced Disposal Services Randolph County, LLC
Advanced Disposal Services Rogers Lake, LLC
Advanced Disposal Services Rolling Hills Landfill, Inc.
Advanced Disposal Services Selma Transfer Station, LLC
Advanced Disposal Services Shippensburg, LLC
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Skippack, Inc.
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Services Solid Waste of PA, Inc.
Advanced Disposal Services Somerset, Inc.
Advanced Disposal Services South Carolina, LLC
Advanced Disposal Services Star Ridge Landfill, Inc.
Advanced Disposal Services Stateline, LLC
Advanced Disposal Services Sumner Landfill, Inc.
Advanced Disposal Services Taylor County Landfill, LLC
Advanced Disposal Services Tennessee Holdings, Inc.
Advanced Disposal Services Tennessee, LLC

Advanced Disposal Services Valley Meadows Landfill, LLC
Advanced Disposal Services Valley View Landfill, Inc.
Advanced Disposal Services Vasko Rubbish Removal, Inc.
Advanced Disposal Services Vasko Solid Waste, Inc.
Advanced Disposal Services Wayne County Landfill, Inc.
Advanced Disposal Services Zion Landfill, Inc.
Arrow Disposal Service, LLC
Baton Rouge Renewable Energy, LLC
Burlington Transfer Station, Inc.
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
Champion Transfer Station, Inc.
Coastal Recyclers Landfill, LLC
Diller Transfer Station
Community Refuse Service, Inc.
Community Refuse Service, LLC
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Eco-Safe Systems, LLC
Firetower Landfill, LLC
Advanced Disposal Services National Accounts, Inc.
Hall County Transfer Station, LLC
Harmony Landfill, LP
Highstar Galante, Inc.
Highstar Royal Oaks I, Inc.
Highstar Royal Oaks II, Inc.
Highstar Waste Acquisition Corp.
Hinkle Transfer Station, Inc.
IWStar Waste Holdings Corp.
Jones Road Landfill and Recycling, Ltd.
Land and Gas Reclamation, Inc.
Landsouth, Inc.
Middleton, LLC
Moretown Landfill, Inc.
Mostoller Landfill, Inc.
Mostoller Landfill, LLC
Nassau County Landfill, LLC
NEWS North East Holdings, Inc.
NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWS PA Holdings, Inc.
NEWStar Waste Holdings Corp.
North East Waste Services, Inc.
Old Kings Road, LLC
Old Kings Road Solid Waste, LLC
Parker Sanitation II, Inc.
Pasco Lakes Inc.
PDC Disposal Co., Inc.
St. Johnsbury Transfer Station, Inc.
Site Services, LLC
Somerset Hauling, Inc.
South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
Stone's Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Trestle Park Carting, Inc.
Trestle Transport, Inc.
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, Inc.
WSI Sandy Run Landfill, LLC

ADSWAST-01 WALLERSE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Virginia, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : First Mercury Insurance Company	10657
INSURER C : Illinois Union Insurance Company	27960
INSURER D : NAS - North American Specialty Insurance Company	29874
INSURER E :	
INSURER F :	

INSURED
ADS Waste Holdings, Inc.
(See Attached List of Named Insureds)
90 Fort Wade Rd.
Ponte Vedra, FL 32081

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		31GPP4985401	11/20/2013	11/20/2014	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			31CAB4985501	11/20/2013	11/20/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			NJEX000002068302	11/20/2013	11/20/2014	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		31WCI4985301	11/20/2013	11/20/2014	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution Liability			PPLG27059065001	11/20/2012	11/20/2015	Aggregate	25,000,000
D	2nd Layer Excess			EXS000804301	11/20/2013	11/20/2014	Each Occ./Agg.	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Mifflin County Solid Waste Authority is included as an Additional Insured as respects to General Liability where required by written contract.

CERTIFICATE HOLDER

Mifflin County Solid Waste Authority
PO Box 390
87 Landfill Rd
Lewistown, PA 17044

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Named Insured:

Advanced Disposal Waste Holdings Corp.
ADS Waste Holdings, Inc.
Advanced Disposal Services South, Inc.
HWStar Holdings Corp.
Advanced Disposal Services East, Inc.
MWStar Waste Holdings Corp.
Advanced Disposal Services Midwest, LLC
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services, LLC
Advanced Disposal Recycling Services Gulf Coast, LLC
Advanced Disposal Services Alabama CATS, LLC
Advanced Disposal Services Alabama EATS, LLC
Advanced Disposal Services Alabama Holdings, LLC
Advanced Disposal Services Alabama, LLC
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Biloxi Transfer Station, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Carolinas Holdings, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Solid Waste Southeast, Inc.
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Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Biloxi Transfer Station, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Carolinas Holdings, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, Inc.
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Eagle Bluff Landfill, Inc.
Advanced Disposal Services Emerald Park Landfill, LLC
Advanced Disposal Services Evergreen Landfill, Inc.
Advanced Disposal Services Georgia Holdings, LLC
Advanced Disposal Services Glacier Ridge Landfill, LLC
Advanced Disposal Services Greentree Landfill, LLC
Advanced Disposal Services Gwinnett Transfer Station, LLC
Advanced Disposal Services Gulf Coast, LLC
Advanced Disposal Services Hancock County, LLC
Advanced Disposal Services Hickory Meadows Landfill, LLC
Advanced Disposal Services Hoosier Landfill, Inc.
Advanced Disposal Services Jackson, LLC
Advanced Disposal Services Jacksonville, LLC
Advanced Disposal Services Jones Road, LLC
Advanced Disposal Services Lehigh Valley, Inc.
Advanced Disposal Services Lancaster Landfill, LLC
Advanced Disposal Services Lithonia Transfer Station, LLC
Advanced Disposal Services Macon, LLC
Advanced Disposal Services Magnolia Ridge Landfill, LLC
Advanced Disposal Services Mallard Ridge Landfill, Inc.
Advanced Disposal Services Maple Hill Landfill, Inc.
Advanced Disposal Services Middle Georgia, LLC
Advanced Disposal Services Milledgeville Transfer Station, LLC
Advanced Disposal Services Mississippi, LLC
Advanced Disposal Services Mobile Transfer Station, LLC
Advanced Disposal Services Morehead Landfill, Inc.
Advanced Disposal Services National Accounts, LLC
Advanced Disposal Services National Accounts Holdings, Inc.
Advanced Disposal Services North Alabama Landfill, LLC
Advanced Disposal Services North Florida, LLC
Advanced Disposal Services North Georgia, LLC
Advanced Disposal Services Oak Ridge Landfill, Inc.
Advanced Disposal Services Orchard Hills Landfill, Inc.
Advanced Disposal Services Pasco County, LLC
Advanced Disposal Services Pecan Row Landfill, LLC
Advanced Disposal Services Pontiac Landfill, Inc.
Advanced Disposal Services Prattville C&D Landfill, LLC
Advanced Disposal Services Putnam County Landfill, LLC
Advanced Disposal Services Renewable Energy, LLC
ADS Renewable Energy – Eagle Point, LLC
ADS Renewable Energy – Stones Throw, LLC
ADS Renewable Energy – Wolf Creek, LLC
Advanced Disposal Services Randolph County, LLC
Advanced Disposal Services Rogers Lake, LLC
Advanced Disposal Services Rolling Hills Landfill, Inc.
Advanced Disposal Services Selma Transfer Station, LLC
Advanced Disposal Services Shippensburg, LLC
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Skippack, Inc.
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Services Solid Waste of PA, Inc.
Advanced Disposal Services Somerset, Inc.
Advanced Disposal Services South Carolina, LLC
Advanced Disposal Services Star Ridge Landfill, Inc.
Advanced Disposal Services Stateline, LLC
Advanced Disposal Services Sumner Landfill, Inc.
Advanced Disposal Services Taylor County Landfill, LLC
Advanced Disposal Services Tennessee Holdings, Inc.
Advanced Disposal Services Tennessee, LLC

Advanced Disposal Services Valley Meadows Landfill, LLC
Advanced Disposal Services Valley View Landfill, Inc.
Advanced Disposal Services Vasko Rubbish Removal, Inc.
Advanced Disposal Services Vasko Solid Waste, Inc.
Advanced Disposal Services Wayne County Landfill, Inc.
Advanced Disposal Services Zion Landfill, Inc.
Arrow Disposal Service, LLC
Baton Rouge Renewable Energy, LLC
Burlington Transfer Station, Inc.
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
Champion Transfer Station, Inc.
Coastal Recyclers Landfill, LLC
Diller Transfer Station
Community Refuse Service, Inc.
Community Refuse Service, LLC
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Eco-Safe Systems, LLC
Firetower Landfill, LLC
Advanced Disposal Services National Accounts, Inc.
Hall County Transfer Station, LLC
Harmony Landfill, LP
Highstar Galante, Inc.
Highstar Royal Oaks I, Inc.
Highstar Royal Oaks II, Inc.
Highstar Waste Acquisition Corp.
Hinkle Transfer Station, Inc.
IWStar Waste Holdings Corp.
Jones Road Landfill and Recycling, Ltd.
Land and Gas Reclamation, Inc.
Landsouth, Inc.
Middleton, LLC
Moretown Landfill, Inc.
Mostoller Landfill, Inc.
Mostoller Landfill, LLC
Nassau County Landfill, LLC
NEWS North East Holdings, Inc.
NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWS PA Holdings, Inc.
NEWStar Waste Holdings Corp.
North East Waste Services, Inc.
Old Kings Road, LLC
Old Kings Road Solid Waste, LLC
Parker Sanitation II, Inc.
Pasco Lakes Inc.
PDC Disposal Co., Inc.
St. Johnsbury Transfer Station, Inc.
Site Services, LLC
Somerset Hauling, Inc.
South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
Stone's Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Trestle Park Carting, Inc.
Trestle Transport, Inc.
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, Inc.
WSI Sandy Run Landfill, LLC

Advanced Disposal - Sandy Run Landfill

MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT

COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 25 day of June, 2014 by and among the 2-County Region, made up of Mifflin and Juniata Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats, hereinafter the "2-County Region," and WSI Sandy Run Landfill, Inc. ("Operator").

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires Mifflin and Juniata Counties ("2-County Region"), as part of its Regional Municipal Waste Management Plan ("Regional Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within the 2-County Region for a period of at least ten (10) years. Under an Intergovernmental Agreement, the 2-County Region is cooperating in the development of the 2-County Regional Plan. On behalf of the 2-County Region, 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 the 2-County Region, 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 2015. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by the 2-County Region. 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 the 2-County Region.

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:

2-County Region. The two-County Region of Mifflin and Juniata Counties, Pennsylvania.

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, Commonwealth Act of July 28, 1988, No. 101, as amended.

Agreement. The Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement among the 2-County Region and the Operator's Facility, as amended, supplemented or extended.

Alternative Facility. Any duly licensed or permitted facility designated by the Operator to accept 2-County Region-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.

Operator. Advanced Disposal Services WSI Sandy Run 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 Hopewell, Bedford 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.

Regional Plan. The 2-County Regional Municipal Solid Waste Management Plan being prepared by or on behalf of the 2-County Region, 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 the 2-County Region

The 2-County Region represents and warrants that:

(a) Mifflin and Juniata Counties are political subdivisions of the Commonwealth of Pennsylvania, acting by and through their duly authorized officials, have agreed to cooperatively plan and implement solid waste management and recycling measures through an Act 101 Regional Municipal Waste Management Planning process in accordance with an Intergovernmental Agreement, and are duly authorized under Act 101 to delegate their duties to carry on certain governmental functions such as those outlined in a Delegation of Powers Agreement between Mifflin County and the Mifflin County Solid Waste Authority related to the planning and implementation of Mifflin County's duties under the Regional Plan.

(b) The two counties represented by the 2-County Region have 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 the 2-County Region pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the counties and will constitute a legal, valid and binding obligation of the counties.

(d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the 2-County Region, threatened against or adversely affecting the ability of the 2-County Region to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to the 2-County Region 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 the 2-County Region'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 the 2-County Region a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the 2-County Region.

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, the 2-County Region hereby agrees to include the Operator's Facility in its Regional Plan as a designated processing/ disposal facility for municipal waste generated in the 2-County Region. The Operator acknowledges that this Agreement is nonexclusive and the 2-County Region 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 the 2-County Region and the Operator and at no time during the term of this Agreement shall the 2-County Region 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 (contained in Exhibit D of this agreement and incorporated herein by reference):

(a) The 2-County Region 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 the 2-County Region.

(b) The 2-County Region or any waste hauler shall notify the Operator that it intends to exercise its right to deliver Acceptable Waste to the Operator's Facility prior to commencing the delivery of such waste.

(c) In accordance with Operator's commitments to accept waste as contained in Exhibit D, the Operator shall provide processing and/or disposal capacity as may be needed by the 2-County Region for Acceptable Waste generated within the geographic boundaries of the 2-County Region and that the 2-County Region 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 2-County Region residents in small vehicles. The Operator and the 2-County Region shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) 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.

(e) 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 2-County Region's waste haulers and occasional 2-County Region individual residents delivering municipal waste from the 2-County Region 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. The 2-County Region 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 as Exhibit B and incorporated herein by reference.

(b) If the 2-County Region 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 the 2-County Region, 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 the 2-County Region 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 2-County Region-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 the counties represented by the 2-County Region will be directed to the Operator. In the event the Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the 2-County Region 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. 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.

5.1 Basic Reporting Requirements

(a) The Operator shall provide the 2-County Region with quarterly reports of all types and origin of waste generated in the 2-County Region and delivered to the Operator's Facility by waste haulers and occasional individual 2-County Region residents, along with any fees due to the 2-County Region from the Operator. These reports shall include the totals by month for each type of waste. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the 2-County Region, copies of such reports may be submitted to the 2-County Region to comply with the Operator's reporting requirements.

(b) Along with quarterly reports, the Operator shall provide: (i) names of waste haulers delivering loads of 2-County Region-generated wastes; and (ii) a statement that the Operator's permit for the Operator's Facility has not been revoked or suspended, that the Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, DEP and 2-County Region regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

The Operator shall provide written notice to the 2-County Region 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.

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the 2-County Region and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of 2-County Region-generated municipal waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

Article 6. Tipping Fees and Other Charges

6.1 Tipping Fees

(a) The Operator shall not charge a tipping fee to any 2-County Region waste hauler or occasional individual 2-County Region 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 2-County Region fees.

(b) The 2-County Region 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 the 2-County Region 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.

6.2 Negotiated 2-County Region Fees

Not part of this Agreement

Article 7. 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. The 2-County Region 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) The Counties/ Authority represented by the 2-County Region 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 each of the two Counties/ Authority with a thirty (30) day notice of cancellation.

Article 8. Indemnification

8.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties/ Authority comprising the 2-County Region, their officers, members, employees, agents, contractors and subcontractors (2-County Region indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the 2-County Region 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 2-County Region 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 2-County Region indemnified party.

8.2 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 the 2-County Region, be entitled to cooperate with the 2-County Region with respect to the defense. With the written consent of the 2-County Region, the Operator may assume the defense or represent the interests of the 2-County Region 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 the 2-County Region and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the 2-County Region and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the 2-County Region 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 Mifflin County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.

9.2 Events of Default by 2-County Region

The persistent or repeated failure or refusal by the 2-County Region to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the 2-County Region 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 the 2-County Region 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 the 2-County Region; and

(b) The 2-County Region 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 the 2-County Region shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the 2-County Region's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the 2-County Region is continuing to take reasonable steps to cure such default within the earliest practicable time.

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the 2-County Region or its waste haulers or occasional individual 2-County Region residents delivered to the Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement.

9.4 Force Majeure

Neither the Operator nor the 2-County Region 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 the 2-County Region and which the Operator or 2-County Region 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 the 2-County Region within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 2-County Region 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2015 or, if later, the date that the DEP approves the Regional Plan. The Operator shall begin to accept waste deliveries from 2-County Region sources under the terms and conditions of this Agreement on this date.

10.2 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 expire at the end of the first term (five (5) years from the effective date), unless the 2-County Region has exercised its right to renew the Agreement or agreed to an alternate Agreement period. The 2-County Region shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the 2-County Region and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 2-County Region 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 11. Miscellaneous

11.1 Assignment

(a) This Agreement may not be assigned by either the 2-County Region or the Operator or its rights sold by Operator except with the written consent of the 2-County Region or Operator or as further provided in this Article. The 2-County Region 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 the 2-County Region and/or any waste hauler may avail itself of the rights of the 2-County Region under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of the 2-County Region 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 the 2-County Region and the written consent of the 2-County Region.

(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.

11.2 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:

For the 2-County Region: _____ and _____

_____ _____

_____ _____

_____ _____

For the Operator: Kevin Bush

135 Vaughn Rd

Shippensburg, PA 17257

717-729-1270

Either the 2-County Region or Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

11.3 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 the 2-County Region 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. The 2-County Region and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

11.4 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, the 2-County Region 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 the 2-County Region 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.

11.5 Change of Ownership

In the event of any change of control or ownership of the Operator's Facility, the 2-County Region 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..

11.6 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.

11.7 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.

11.8 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.

11.9 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 the 2-

County Region and the Operator, or as constituting the Operator the general representative or general agent of the 2-County Region for any purpose whatsoever.

11.10 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.

11.11 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.

11.12 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.

Article 12. Integrated Waste and Recyclables Management Program Support

12.1 Minimum Annual Processing/ Disposal Capacity Donation for Non-Profit Activities

100 tons/year or a minimum of 0.5% of what is received

12.2 Negotiated Integrated Waste and Recyclables Management Program Support

See Exhibit C

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.

2-COUNTY REGIONAL REPRESENTATIVES

For Mifflin County:

By: _____

Date: 6/25/14 Title: CHAIRMAN

For Juniata County:

By: _____

Date: 5/27/14 Title: Chairman

OPERATOR

By: _____

Date: May 13, 2014 Title: President

EXHIBIT A

CEILING GATE RATE FEES

Fee Schedule from Operator's SOI Submittal Form
Not-to-Exceed Tipping Fees for Multiple Types of
Municipal Waste (and Residual Waste, if
Applicable) by Contract Year

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 the 2-County Region. The Respondent should **not** include any proposed contribution to a proposed integrated waste and recycling sustainability program as part of its maximum tipping fee in this Price Submission.

PROCESSING/ DISPOSAL ONLY

Contract Year*	Municipal Waste		Construction/ Demolition Waste (C&D)		Municipal Sewage Sludge**		Infectious & Chemotherapeutic Waste (ICW)	
	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2015	$20.38		$20.38		$20.38		$20.38	
2016	$20.38		$20.38		$20.38		$20.38	
2017	$20.38		$20.38		$20.38		$20.38	
2018	$20.79		$20.79		$20.79		$20.79	
2019	$21.20		$21.20		$21.20		$21.20	
2020	$21.63		$21.63		$21.63		$21.63	
2021	$22.06		$22.06		$22.06		$22.06	
2022	$22.50		$22.50		$22.50		$22.50	
2023	$22.95		$22.95		$22.95		$22.95	
2024	$23.41		$23.41		$23.41		$23.41	

* Anticipated first year of operation under this contract is 2015.

** Please specify the adjustment in unit cost for variations in sludge characteristics (if applicable): NOT 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).

Waste Type	Residual or Industrial Type Waste Streams (list)		Sludge Type Waste Streams (list)		(list)	
Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**
2015	$20.38		$20.38			
2016	$20.38		$20.38			
2017	$20.38		$20.38			
2018	$20.79		$20.79			
2019	$21.20		$21.20			
2020	$21.63		$21.63			
2021	$22.06		$22.06			
2022	$22.50		$22.50			
2023	$22.95		$22.95			
2024	$23.41		$23.41			

* Respondent acknowledges that the costs presented above reflect an anticipated first year of operation under the contract is 2015.

** May be left blank if fixed price/ton information is provided for all years.

Other not-to-exceed proposed rate schedules for materials from the 2-County Region, such as bulky waste fees (list item and provide or attach rate structure):

The rate schedules listed above and on page A-23 will be honored for all waste streams accepted at the Mifflin County Solid Waste Authority that meet the waste disposal requirements as regulated by the PADEP (Pennsylvania Department of Environmental Resources).

EXHIBIT B

FACILITY HOURS

Hours that the Operator's Facility is Open to
Accept Waste from the 2-County Region

Monday through Friday 7:00am to 4:00pm

Closed Saturday and Sunday and Major Holidays.

EXHIBIT C

INTEGRATED WASTE AND RECYCLABLES SYSTEM SUPPORT

Operator's Offer, from the SOI Submittal, to Support
the Sustainability of the Integrated Waste and
Recyclables Management System in the
2-County Region

help identify ways in which it may support the provision of sustainable expanded programs for integrated waste and recyclables management in the 2-County Region. While provision of these services is an optional component of this SOI, the 2-County Region 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 the enhancement and expansion of the 2-County Region's Integrated Waste and Recyclables Management Program, as further described in the 2-County Regional Plan, 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 of these critical and important components of the 2-County Regional Plan.

These optional ideas and concepts provided by Respondents may be further discussed and refined through the follow up interview and clarification process with the 2-County Region as described in the SOI text.

Response: Advanced Disposal Services, Inc. (Advanced Disposal) is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

Advanced Disposal has always had a strong commitment to recycling through our extensive residential and commercial collection operations. All offices participate in a recycling program, whether it's recycling paper, aluminum cans, plastics or a combination of all. Many of Advanced Disposal's recent acquisitions and milestones stem from our goal to be a fully-integrated environmental services company and prove our commitment to a cleaner, greener world. We own and/or operate eight recycling processing facilities in Alabama, Florida, Georgia, Pennsylvania Mississippi and North Carolina and consistently look for more opportunities to site, permit, and operate recycling facilities.

Promoting recycling through education and community outreach is a goal that all Advanced Disposal operating facilities remain committed to both in our service to residents and communities as well as to businesses.

Please refer to the attached pages.

(attach additional pages as necessary)

Recycling Education & Outreach Activities

Advanced Disposal Services, Inc. (Advanced Disposal) is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

Advanced Disposal has always had a strong commitment to recycling through our extensive residential and commercial collection operations. All offices participate in a recycling program, whether it's recycling paper, aluminum cans, plastics or a combination of all. Many of Advanced Disposal's recent acquisitions and milestones stem from our goal to be a fully-integrated environmental services company and prove our commitment to a cleaner, greener world. We own and/or operate seven recycling processing facilities in Alabama, Florida, Georgia, Mississippi and North Carolina and consistently look for more opportunities to site, permit, and operate recycling facilities.

Promoting recycling through education and community outreach is a goal that all Advanced Disposal operating facilities remain committed to both in our service to residents and communities as well as to businesses.

The following outlines the various programs and tools Advanced Disposal implements to grow understanding and participation in recycling.

I. COMMUNITY OUTREACH EVENTS
   A. Electronic Recycling
   B. Cell Phones for Soldiers
   C. Paper Shredding
   D. America Recycles Day
   E. Beautiful Bag Ladies
   F. Presentations to various groups and organizations

II. SCHOOL PROGRAMS
   A. Bringing Recycling to Schools
   B. Recycling Facility Tours
   C. Captain Recycle
   D. Earth Day
   E. Waste in Place, Keep America Beautiful Curriculum Guide
   F. You Can Make Recycling Work Coloring Book by Keep America Beautiful

III. MUNICIPAL PARTNERSHIPS
   A. Make Your Mother Proud recycling cart program
   B. Monthly Environmental Tip of the Month email

RECYCLING - COMMUNITY OUTREACH EVENTS

Advanced Disposal works within each of our communities to develop or participate in events where we have the opportunity to highlight the importance of recycling. Events are tailored for the community to ensure the message resonates with residents, as every neighborhood varies on its knowledge and acceptance of recycling.

Electronic Recycling

Advanced Disposal holds electronic or e-recycling events to give residents and businesses the opportunity to discard unwanted electronics, such as computers, printers, faxes, televisions, phones, etc. In this day and age, electronics are obsolete and thus are often replaced at a rapid rate. These items have to be discarded in a cautious manner in order to protect natural resources.

At the e-cycling events, Advanced Disposal partners with a preferred vendor that is responsible for recycling the materials. We will only partner with those vendors that provide written proof that the collected electronics are not sent overseas to be broken apart. With this proof, we can rest assured that the electronics are being recycled in a manner that is safe to the environment.

Cell Phones for Soldiers

CELL PHONES FOR SOLDIERS®
Help Our Troops Call Home

Since 2009, Advanced Disposal has partnered with Cell Phones for Soldiers to collect unwanted cell phones for recycling. The proceeds from the recycled cell phones provide soldiers serving overseas with prepaid calling cards to communicate with their families back home. During the week of Veteran's Day, Advanced Disposal will place Cell Phones for Soldiers donation bags inside customers' recycling containers throughout participating communities in hopes of collecting cell phone donations. Residents are asked to place an old, unwanted cell phone inside the envelope, seal it up and leave it in their mailbox. There is no postage necessary and no charge to the participant. Each donated cell phone provides a soldier overseas with 60 minutes of prepaid calling service so they may phone their families back home.

Advanced Disposal also promotes the program by distributing Cell Phone for Soldiers envelopes at community events that we are involved in, such as the St. Augustine Marathon weekend in November. Since January of 2009, Advanced Disposal has collected 2,945 phones, resulting in 176,700 minutes of talk time for troops.

Paper Shredding

Advanced Disposal hosts paper shredding events in the communities we operate, which is also a welcomed service for residents and small businesses who wish to recycle paper while protecting their identities and other sensitive information.

At a recent shred event in St. Johns County, Florida, we collected and recycled 22,000 pounds of paper and 1,500 pounds of cardboard in just four hours.

The event was held to help reduce the risk of identity theft for residents and businesses and in celebration of America Recycles Day.

America Recycles Day

Since 1997, communities across the country have come together on November 15 to celebrate America Recycles Day. America Recycles Day is the only nationally recognized day dedicated to the promotion of recycling in the United States. One day to educate and motivate. One day to get our neighbors, friends and community leaders excited about what can be accomplished when we all work together. One day to make recycling bigger and better 365 days a year.

Every year, Advanced Disposal celebrates America Recycles Day by hosting or participating in community events throughout our operating footprint. We might hold a paper shredding event, provide recycling containers at a festival, or bring a recycling truck to a community-wide recycling celebration, so people can see up close how their recyclable materials are collected from their homes. We hope to make each year's America Recycles Day bigger than the last.

Beautiful Bag Ladies

The Bag Ladies are beautiful ladies working to help create a more beautiful environment. Attractive women, working on behalf of Advanced Disposal, promote recycling, reduce litter and waste, and represent the company's commitment to cleaner communities. Advanced Disposal selects specific events where there are large numbers of people drinking from plastic bottles and/or aluminum cans that can be recycled. The Bag Ladies carry blue bags and ask people for their recyclable bottles and cans, while distributing a flyer promoting the benefits of recycling.

The program promotes Advanced Disposal in a very positive "green" light, is a fun, entertaining way to spread the message of recycling, and helps to reduce the quantity of solid waste generated and requiring disposal at special events. Advanced Disposal's Bag Ladies can be spotted at such events including the National Marathon to Finish Breast Cancer in Jacksonville.

Presentations to Various Groups and Organizations

Advanced Disposal employees will regularly speak to various groups about the importance of recycling and how we, as a company, are working to make a difference. We speak to rotary groups, leadership organizations, garden clubs, economic development committees, and the list goes on. Presentations are targeted for the group's knowledge and interest with the same goal – to get more people recycling.

RECYCLING – SCHOOL PROGRAMS

Advanced Disposal is committed to educating students on the benefits of recycling. We believe that the future of our Earth rests with our students, so the younger we can teach kids to make recycling a habit, the better we all are.

Bringing Recycling to Schools

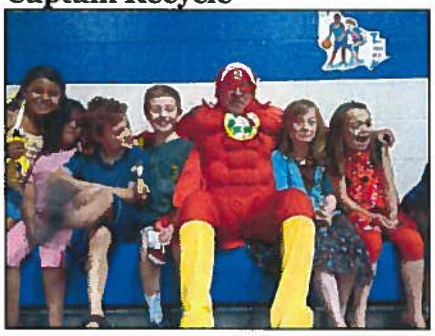
Advanced Disposal partnered with an Alabama elementary school to create a pilot program for

recycling. Advanced Disposal donated bins and services for the program, which was so successful; it is being adopted in other schools within the system. We launched a similar program with Jeffersonville Elementary in Georgia and continue to partner with schools throughout our operating footprint to provide recycling services to students, faculty and staff.

Recycling Facility Tours

Advanced Disposal offers guided tours of its Material Recycling Facilities to school groups on a regular basis. The hands-on experience provides students a better understanding of how material is sorted and processed for the next phase.

Captain Recycle

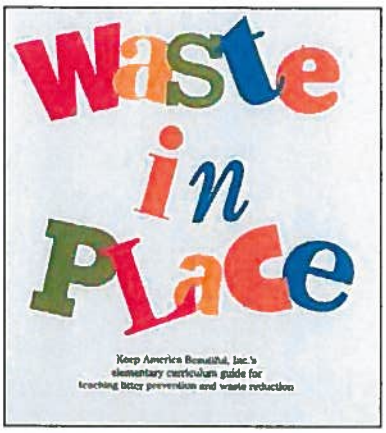


Advanced Disposal Municipal Marketing and Government Affairs Manager Steve Edwards is passionate about recycling. As his alter ego, Captain Recycle, Steve works with schools and young people to instill a sense of ownership in our environment. During school visits, Captain Recycle conducts interactive presentations to raise the awareness of students eager to learn about how they can make a difference through recycling.

Earth Day

Advanced Disposal often looks to partner with schools around Earth Day. For the last three years, Advanced Disposal and Wolf Creek Landfill have sponsored an Earth Day Contest at Jeffersonville Elementary School in Dry Branch, Georgia. Students receive Advanced Disposal gift bags and participate in an Earth Day coloring and essay contest for the chance to win Advanced Disposal Earth Day T-shirts and ribbons. Last year's essay title was, "My efforts for a cleaner, safer environment." Advanced Disposal also donated two cherry blossom trees to the school to plant as part of its Earth Day festivities.

We also support Nease High School's Annual Beach Cleanup that takes place in conjunction with Earth Day each year along the shores of Jacksonville and St. Johns County beaches. Advanced Disposal provides recycling containers, so the litter collected that is recyclable is processed in an environmentally sustainable manner.

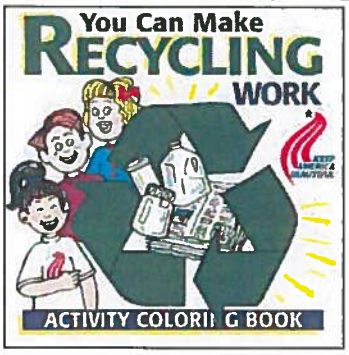


Waste in Place, Keep America Beautiful Curriculum Guide

Advanced Disposal believes it is, in part, our responsibility to assist with recycling curriculum in schools. We often provide our partnering schools and educators with the "Waste in Place" elementary school guide published by Keep America Beautiful. This informative guide provides lessons and activities on topics ranging from how we manage garbage to the plastic container identification code system. Armed with this knowledge, students will undoubtedly become advocates for recycling.

A copy of the curriculum can be provided upon request.

You Can Make Recycling Work Coloring Book by Keep America Beautiful



Advanced Disposal often provides the "You Can Make Recycling Work" coloring book to schools, during facility tours and at community events with children in attendance. This activity book, also published by Keep America Beautiful, is a great tool to reach our youngest recyclers.

A copy of the coloring book can be provided upon request.

RECYCLING – MUNICIPAL PARTNERSHIPS

Advanced Disposal is proud to provide recycling services to cities or counties across our operating footprint. As part of those partnerships, we are always looking for ways to increase recycling participation.

Make Your Mother Proud recycling cart program

A recent initiative we launched in an effort to create some buzz and excitement about recycling is our specially-designed "Make Your Mother Proud" recycling carts.

We recently announced that all Nassau County, Florida residential subscription customers can sign up for free recycling service. When they sign up, they receive a "Make Your Mother Proud" 65-gallon recycling cart at no extra cost. The program has proven to be successful thus far, and we hope to launch it in other communities where we provide services.

Monthly Environmental Tip of the Month email

Each month, Advanced Disposal selects an Environmental Tip of the Month that often focuses on reduce, reuse and recycle. We share this tip each month with our municipal customers with the idea that they will share it with their residents and businesses. Thanks to Advanced Disposal, each city or county can count on a fresh, new, green tip to publish on their website, newsletter, social media channels, etc.

EXHIBIT D

DISPOSAL CAPACITY COMMITMENTS

Operator's Waste Disposal Capacity Commitment to
the 2-County Region, from the SOI Submittal

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 the 2-County Region that will be accepted for processing or disposal during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage of Facility	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Day - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Week - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Year - from the 2-County Region*
Conventional Municipal Waste	Y	750 TPD AVG 900 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 770 Tons Per Week	100% or a minimum of 36,000 Tons Per Year
Construction/Demolition Waste (C&D)	Y	750 TPD AVG 900 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 770 Tons Per Week	100% or a minimum of 36,000 Tons Per Year
Municipal Sewage Sludge	Y	750 TPD AVG 900 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 770 Tons Per Week	100% or a minimum of 36,000 Tons Per Year
Infectious & Chemotherapeutic Waste (ICW)	Waste be processed and rendered non-infectious. Y	750 TPD AVG 900 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 770 Tons Per Week	100% or a minimum of 36,000 Tons Per Year
Other Residual or Industrial (specify) Waste Streams	Y	750 TPD AVG 900 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 770 Tons Per Week	100% or a minimum of 36,000 Tons Per Year
Other (specify)** Sludge Type Waste	Y	750 TPD AVG 900 TPD MAX	100% or a minimum of 140 Tons Per Day	100% or a minimum of 772 Tons Per Week	100% or a minimum of 36,000 Tons per Year

* Please note "All" if there are no specified maximum limits; commitment here is for Mifflin and Juniata Counties' waste, plus any additional waste from the Region managed by the Mifflin County Solid Waste Authority

** Attach additional pages if more types of waste need to be included

d. Minimum sludge characteristics required: % Solids N/A

Other requirements?: MUST PASS PAINT FILTER TEST AND COMPLY WITH ALL PADEP APPROVALS.

e. Will bulky wastes be accepted? ☒ Yes ☐ No

If yes, specify tonnage: 100% (tons/day or tons/year)

If yes, lists types and other requirements?: RESIDUAL WASTE AND SOME SLUDGES MAY REQUIRE PADEP APPROVALS WHICH WILL BE COMPLETED AND SUBMITTED BY ADVANCED DISPOSAL IF REQUIRED.

f. Is Respondent willing to accept Residual Waste at its facility? [X] Yes [ ] No
If yes, specify tonnage: 100% (tons/day or tons/year)

If yes, lists types and other requirements: PLEASE REFER TO SECTION e. ABOVE. ALL RESIDUAL WASTE WILL BE PROFILED AND APPROVED PRIOR TO DISPOSAL.

g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 0.5% of your daily commitment to accept 2-County Regional waste, or a minimum of 100 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events? [X] Yes [ ] No
If yes, please specify annual tonnage donation: 100 OR (tons/year)
A MINIMUM OF .5% OF WHAT IS RECIEVED.

2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with the 2-County Region on the manner in which they may be able to provide support for an enhanced and sustainable integrated waste and recyclables management program serving the 2-County Region, 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 the 2-County Region?
[X] Yes
[ ] No

b. Does Respondent affirm its willingness to enter good faith discussions with the 2-County Region to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for the 2-County Region?
[X] Yes
[ ] No

ADSWAST-01 PETERSONME

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Virginia, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: certificates@willis.com
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : First Mercury Insurance Company	10657
INSURER C : Illinois Union Insurance Company	27960
INSURER D : NAS - North American Specialty Insurance Company	29874
INSURER E :	
INSURER F :	

INSURED
ADS Waste Holdings, Inc.
(See Attached List of Named Insureds)
90 Fort Wade Rd.
Ponte Vedra, FL 32081

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	31GPP4985401	11/20/2013	11/20/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	31CAB4985501	11/20/2013	11/20/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			NJEX000002068302	11/20/2013	11/20/2014	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	31WCI4985301	11/20/2013	11/20/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			PPLG27059065001	11/20/2012	11/20/2015	Aggregate	25,000,000
D	2nd Layer Excess			EXS000804301	11/20/2013	11/20/2014	Each Occ./Agg.	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Juniata County Municipal Solid Waste Processing/Disposal
Juniata County is included as an Additional Insured as respects to General Liability and Automobile Liability where required by written contract.

Waiver of Subrogation applies in favor of Juniata County with respects to General Liability, Automobile Liability and Workers' Compensation, as permitted by law, where required by written contract.

Excess policies follow form.

CERTIFICATE HOLDER

Juniata County Board of Commissioners
P.O. Box 68
Mifflintown, PA 17059

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Named Insured:

Advanced Disposal Waste Holdings Corp.
ADS Waste Holdings, Inc.
Advanced Disposal Services South, Inc.
HWStar Holdings Corp.
Advanced Disposal Services East, Inc.
MWStar Waste Holdings Corp.
Advanced Disposal Services Midwest, LLC
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services, LLC
Advanced Disposal Recycling Services Gulf Coast, LLC
Advanced Disposal Services Alabama CATS, LLC
Advanced Disposal Services Alabama EATS, LLC
Advanced Disposal Services Alabama Holdings, LLC
Advanced Disposal Services Alabama, LLC
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Biloxi Transfer Station, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Carolinas Holdings, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, Inc.
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
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Advanced Disposal Services Georgia Holdings, LLC
Advanced Disposal Services Glacier Ridge Landfill, LLC
Advanced Disposal Services Greentree Landfill, LLC
Advanced Disposal Services Gwinnett Transfer Station, LLC
Advanced Disposal Services Gulf Coast, LLC
Advanced Disposal Services Hancock County, LLC
Advanced Disposal Services Hickory Meadows Landfill, LLC
Advanced Disposal Services Hoosier Landfill, Inc.
Advanced Disposal Services Jackson, LLC
Advanced Disposal Services Jacksonville, LLC
Advanced Disposal Services Jones Road, LLC
Advanced Disposal Services Lehigh Valley, Inc.
Advanced Disposal Services Lancaster Landfill, LLC
Advanced Disposal Services Lithonia Transfer Station, LLC
Advanced Disposal Services Macon, LLC
Advanced Disposal Services Magnolia Ridge Landfill, LLC
Advanced Disposal Services Mallard Ridge Landfill, Inc.
Advanced Disposal Services Maple Hill Landfill, Inc.
Advanced Disposal Services Middle Georgia, LLC
Advanced Disposal Services Milledgeville Transfer Station, LLC
Advanced Disposal Services Mississippi, LLC
Advanced Disposal Services Mobile Transfer Station, LLC
Advanced Disposal Services Morehead Landfill, Inc.
Advanced Disposal Services National Accounts, LLC
Advanced Disposal Services National Accounts Holdings, Inc.
Advanced Disposal Services North Alabama Landfill, LLC
Advanced Disposal Services North Florida, LLC
Advanced Disposal Services North Georgia, LLC
Advanced Disposal Services Oak Ridge Landfill, Inc.
Advanced Disposal Services Orchard Hills Landfill, Inc.
Advanced Disposal Services Pasco County, LLC
Advanced Disposal Services Pecan Row Landfill, LLC
Advanced Disposal Services Pontiac Landfill, Inc.
Advanced Disposal Services Prattville C&D Landfill, LLC
Advanced Disposal Services Putnam County Landfill, LLC
Advanced Disposal Services Renewable Energy, LLC
ADS Renewable Energy – Eagle Point, LLC
ADS Renewable Energy – Stones Throw, LLC
ADS Renewable Energy – Wolf Creek, LLC
Advanced Disposal Services Randolph County, LLC
Advanced Disposal Services Rogers Lake, LLC
Advanced Disposal Services Rolling Hills Landfill, Inc.
Advanced Disposal Services Selma Transfer Station, LLC
Advanced Disposal Services Shippensburg, LLC
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Skippack, Inc.
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Services Solid Waste of PA, Inc.
Advanced Disposal Services Somerset, Inc.
Advanced Disposal Services South Carolina, LLC
Advanced Disposal Services Star Ridge Landfill, Inc.
Advanced Disposal Services Stateline, LLC
Advanced Disposal Services Sumner Landfill, Inc.
Advanced Disposal Services Taylor County Landfill, LLC
Advanced Disposal Services Tennessee Holdings, Inc.
Advanced Disposal Services Tennessee, LLC

Advanced Disposal Services Valley Meadows Landfill, LLC
Advanced Disposal Services Valley View Landfill, Inc.
Advanced Disposal Services Vasko Rubbish Removal, Inc.
Advanced Disposal Services Vasko Solid Waste, Inc.
Advanced Disposal Services Wayne County Landfill, Inc.
Advanced Disposal Services Zion Landfill, Inc.
Arrow Disposal Service, LLC
Baton Rouge Renewable Energy, LLC
Burlington Transfer Station, Inc.
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
Champion Transfer Station, Inc.
Coastal Recyclers Landfill, LLC
Diller Transfer Station
Community Refuse Service, Inc.
Community Refuse Service, LLC
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Eco-Safe Systems, LLC
Firetower Landfill, LLC
Advanced Disposal Services National Accounts, Inc.
Hall County Transfer Station, LLC
Harmony Landfill, LP
Highstar Galante, Inc.
Highstar Royal Oaks I, Inc.
Highstar Royal Oaks II, Inc.
Highstar Waste Acquisition Corp.
Hinkle Transfer Station, Inc.
IWStar Waste Holdings Corp.
Jones Road Landfill and Recycling, Ltd.
Land and Gas Reclamation, Inc.
Landsouth, Inc.
Middleton, LLC
Moretown Landfill, Inc.
Mostoller Landfill, Inc.
Mostoller Landfill, LLC
Nassau County Landfill, LLC
NEWS North East Holdings, Inc.
NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWS PA Holdings, Inc.
NEWStar Waste Holdings Corp.
North East Waste Services, Inc.
Old Kings Road, LLC
Old Kings Road Solid Waste, LLC
Parker Sanitation II, Inc.
Pasco Lakes Inc.
PDC Disposal Co., Inc.
St. Johnsbury Transfer Station, Inc.
Site Services, LLC
Somerset Hauling, Inc.
South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
Stone’s Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Trestle Park Carting, Inc.
Trestle Transport, Inc.
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, Inc.
WSI Sandy Run Landfill, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THESE POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31GPP4985401

Named Insured: ADS WASTE HOLDINGS INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11-20-13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31CAB4985501

Named Insured: ADS WASTE HOLDINGS, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11-20-13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSE OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31WCI4985301

Named Insured: ADS WASTE HOLDINGS, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11-20-13

ADSWAST-01 PETERSONME

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Virginia, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: certificates
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : First Mercury Insurance Company	10657
INSURER C : Illinois Union Insurance Company	27960
INSURER D : NAS - North American Specialty Insurance Company	29874
INSURER E :	
INSURER F :	

INSURED
ADS Waste Holdings, Inc.
(See Attached List of Named Insureds)
90 Fort Wade Rd.
Ponte Vedra, FL 32081

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	31GPP4985401	11/20/2013	11/20/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	31CAB4985501	11/20/2013	11/20/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			NJEX000002068302	11/20/2013	11/20/2014	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	31WCI4985301	11/20/2013	11/20/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			PPLG27059065001	11/20/2012	11/20/2015	Aggregate	25,000,000
D	2nd Layer Excess			EXS000804301	11/20/2013	11/20/2014	Each Occ./Agg.	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE VOIDS AND REPLACES THE PREVIOUSLY ISSUED CERTIFICATE DATED: 05/06/2014.
Re: County of Mifflin Municipal Solid Waste Processing/Disposal

Mifflin County is included as an Additional Insured as respects to General Liability and Automobile Liability where required by written contract.

Waiver of Subrogation applies in favor of Mifflin County with respects to General Liability, Automobile Liability and Workers' Compensation, as permitted by law, where required by written contract.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Mifflin County Solid Waste Authority
87 Landfill Road
Lewistown, PA 17044

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: ADSWAST-01 PETERSONME

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Virginia, Inc.	NAMED INSURED ADS Waste Holdings, Inc. (See Attached List of Named Insureds) 90 Fort Wade Rd. Ponte Vedra, FL 32081
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Excess policies follow form.

Named Insured:

Advanced Disposal Waste Holdings Corp.
ADS Waste Holdings, Inc.
Advanced Disposal Services South, Inc.
HWStar Holdings Corp.
Advanced Disposal Services East, Inc.
MWStar Waste Holdings Corp.
Advanced Disposal Services Midwest, LLC
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services, LLC
Advanced Disposal Recycling Services Gulf Coast, LLC
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Advanced Disposal Services Pecan Row Landfill, LLC
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Advanced Disposal Services Prattville C&D Landfill, LLC
Advanced Disposal Services Putnam County Landfill, LLC
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Advanced Disposal Services Shippensburg, LLC
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Skippack, Inc.
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Services Solid Waste of PA, Inc.
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Arrow Disposal Service, LLC
Baton Rouge Renewable Energy, LLC
Burlington Transfer Station, Inc.
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
Champion Transfer Station, Inc.
Coastal Recyclers Landfill, LLC
Diller Transfer Station
Community Refuse Service, Inc.
Community Refuse Service, LLC
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Eco-Safe Systems, LLC
Firetower Landfill, LLC
Advanced Disposal Services National Accounts, Inc.
Hall County Transfer Station, LLC
Harmony Landfill, LP
Highstar Galante, Inc.
Highstar Royal Oaks I, Inc.
Highstar Royal Oaks II, Inc.
Highstar Waste Acquisition Corp.
Hinkle Transfer Station, Inc.
IWStar Waste Holdings Corp.
Jones Road Landfill and Recycling, Ltd.
Land and Gas Reclamation, Inc.
Landsouth, Inc.
Middleton, LLC
Moretown Landfill, Inc.
Mostoller Landfill, Inc.
Mostoller Landfill, LLC
Nassau County Landfill, LLC
NEWS North East Holdings, Inc.
NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWS PA Holdings, Inc.
NEWStar Waste Holdings Corp.
North East Waste Services, Inc.
Old Kings Road, LLC
Old Kings Road Solid Waste, LLC
Parker Sanitation II, Inc.
Pasco Lakes Inc.
PDC Disposal Co., Inc.
St. Johnsbury Transfer Station, Inc.
Site Services, LLC
Somerset Hauling, Inc.
South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
Stone’s Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Trestle Park Carting, Inc.
Trestle Transport, Inc.
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, Inc.
WSI Sandy Run Landfill, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THESE POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31GPP4985401

Named Insured: ADS WASTE HOLDINGS INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11-20-13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31CAB4985501

Named Insured: ADS WASTE HOLDINGS, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11-20-13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31WCI4985301

Named Insured: ADS WASTE HOLDINGS, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11-20-13

Clinton County Solid Waste Authority

MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT

COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 25 day of June, 2014, by and among the 2-County Region, made up of Mifflin and Juniata Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats, hereinafter the "2-County Region," and CLINTON COUNTY SOLID WASTE AUTHORITY ("Operator").

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires Mifflin and Juniata Counties ("2-County Region"), as part of its Regional Municipal Waste Management Plan ("Regional Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within the 2-County Region for a period of at least ten (10) years. Under an Intergovernmental Agreement, the 2-County Region is cooperating in the development of the 2-County Regional Plan. On behalf of the 2-County Region, 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 the 2-County Region, 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 2015. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by the 2-County Region. 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 the 2-County Region.

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:

2-County Region. The two-County Region of Mifflin and Juniata Counties, Pennsylvania.

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, Commonwealth Act of July 28, 1988, No. 101, as amended.

Agreement. The Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement among the 2-County Region and the Operator's Facility, as amended, supplemented or extended.

Alternative Facility. Any duly licensed or permitted facility designated by the Operator to accept 2-County Region-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.

Operator. Wayne Township 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 McElhattan, Clinton 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.

Regional Plan. The 2-County Regional Municipal Solid Waste Management Plan being prepared by or on behalf of the 2-County Region, 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 the 2-County Region

The 2-County Region represents and warrants that:

(a) Mifflin and Juniata Counties are political subdivisions of the Commonwealth of Pennsylvania, acting by and through their duly authorized officials, have agreed to cooperatively plan and implement solid waste management and recycling measures through an Act 101 Regional Municipal Waste Management Planning process in accordance with an Intergovernmental Agreement, and are duly authorized under Act 101 to delegate their duties to carry on certain governmental functions such as those outlined in a Delegation of Powers Agreement between Mifflin County and the Mifflin County Solid Waste Authority related to the planning and implementation of Mifflin County's duties under the Regional Plan.

(b) The two counties represented by the 2-County Region have 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 the 2-County Region pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the counties and will constitute a legal, valid and binding obligation of the counties.

(d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the 2-County Region, threatened against or adversely affecting the ability of the 2-County Region to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to the 2-County Region 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 PA _____ 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 the 2-County Region'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 the 2-County Region a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the 2-County Region.

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, the 2-County Region hereby agrees to include the Operator's Facility in its Regional Plan as a designated processing/ disposal facility for municipal waste generated in the 2-County Region. The Operator acknowledges that this Agreement is nonexclusive and the 2-County Region 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 the 2-County Region and the Operator and at no time during the term of this Agreement shall the 2-County Region 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 (contained in Exhibit D of this agreement and incorporated herein by reference):

(a) The 2-County Region 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 the 2-County Region.

(b) The 2-County Region or any waste hauler shall notify the Operator that it intends to exercise its right to deliver Acceptable Waste to the Operator's Facility prior to commencing the delivery of such waste.

(c) In accordance with Operator's commitments to accept waste as contained in Exhibit D, the Operator shall provide processing and/or disposal capacity as may be needed by the 2-County Region for Acceptable Waste generated within the geographic boundaries of the 2-County Region and that the 2-County Region 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 2-County Region residents in small vehicles. The Operator and the 2-County Region shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) 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.

(e) 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 2-County Region's waste haulers and occasional 2-County Region individual residents delivering municipal waste from the 2-County Region 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. The 2-County Region 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 as Exhibit B and incorporated herein by reference.

(b) If the 2-County Region 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 the 2-County Region, 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 the 2-County Region 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 2-County Region-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 the counties represented by the 2-County Region will be directed to the Operator. In the event the Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the 2-County Region 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. 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.

5.1 Basic Reporting Requirements

(a) The Operator shall provide the 2-County Region with quarterly reports of all types and origin of waste generated in the 2-County Region and delivered to the Operator's Facility by waste haulers and occasional individual 2-County Region residents, along with any fees due to the 2-County Region from the Operator. These reports shall include the totals by month for each type of waste. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the 2-County Region, copies of such reports may be submitted to the 2-County Region to comply with the Operator's reporting requirements.

(b) Along with quarterly reports, the Operator shall provide: (i) names of waste haulers delivering loads of 2-County Region-generated wastes; and (ii) a statement that the Operator's permit for the Operator's Facility has not been revoked or suspended, that the Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, DEP and 2-County Region regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

The Operator shall provide written notice to the 2-County Region 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.

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the 2-County Region and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of 2-County Region-generated municipal waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

Article 6. Tipping Fees and Other Charges

6.1 Tipping Fees

(a) The Operator shall not charge a tipping fee to any 2-County Region waste hauler or occasional individual 2-County Region 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 2-County Region fees.

(b) The 2-County Region 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 the 2-County Region 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.

6.2 Negotiated 2-County Region Fees

Not part of this Agreement

Article 7. 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. The 2-County Region 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) The Counties/ Authority represented by the 2-County Region 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 each of the two Counties/ Authority with a thirty (30) day notice of cancellation.

Article 8. Indemnification

8.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties/ Authority comprising the 2-County Region, their officers, members, employees, agents, contractors and subcontractors (2-County Region indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the 2-County Region 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 2-County Region 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 2-County Region indemnified party.

8.2 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 the 2-County Region, be entitled to cooperate with the 2-County Region with respect to the defense. With the written consent of the 2-County Region, the Operator may assume the defense or represent the interests of the 2-County Region 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 the 2-County Region and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the 2-County Region and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the 2-County Region 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 Mifflin County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.

9.2 Events of Default by 2-County Region

The persistent or repeated failure or refusal by the 2-County Region to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the 2-County Region 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 the 2-County Region 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 the 2-County Region; and

(b) The 2-County Region 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 the 2-County Region shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the 2-County Region's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the 2-County Region is continuing to take reasonable steps to cure such default within the earliest practicable time.

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the 2-County Region or its waste haulers or occasional individual 2-County Region residents delivered to the Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement.

9.4 Force Majeure

Neither the Operator nor the 2-County Region 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 the 2-County Region and which the Operator or 2-County Region 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 the 2-County Region within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 2-County Region 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2015 or, if later, the date that the DEP approves the Regional Plan. The Operator shall begin to accept waste deliveries from 2-County Region sources under the terms and conditions of this Agreement on this date.

10.2 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 expire at the end of the first term (five (5) years from the effective date), unless the 2-County Region has exercised its right to renew the Agreement or agreed to an alternate Agreement period. The 2-County Region shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the 2-County Region and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 2-County Region 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 11. Miscellaneous

11.1 Assignment

(a) This Agreement may not be assigned by either the 2-County Region or the Operator or its rights sold by Operator except with the written consent of the 2-County Region or Operator or as further provided in this Article. The 2-County Region 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 the 2-County Region and/or any waste hauler may avail itself of the rights of the 2-County Region under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of the 2-County Region 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 the 2-County Region and the written consent of the 2-County Region.

(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.

11.2 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:

For the 2-County Region: _____ and _____

_____ _____

_____ _____

_____ _____

For the Operator: CLINTON COUNTY SOLID WASTE AUTHORITY
P.O. BOX 209
264 LANDFILL LN.
MCELHATTAN, PA. 17748

Either the 2-County Region or Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

11.3 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 the 2-County Region 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. The 2-County Region and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

11.4 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, the 2-County Region 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 the 2-County Region 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.

11.5 Change of Ownership

In the event of any change of control or ownership of the Operator's Facility, the 2-County Region 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..

11.6 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.

11.7 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.

11.8 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.

11.9 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 the 2-

County Region and the Operator, or as constituting the Operator the general representative or general agent of the 2-County Region for any purpose whatsoever.

11.10 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.

11.11 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.

11.12 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.

Article 12. Integrated Waste and Recyclables Management Program Support

12.1 Minimum Annual Processing/ Disposal Capacity Donation for Non-Profit Activities

50 tons/year

12.2 Negotiated Integrated Waste and Recyclables Management Program Support

See Exhibit C

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.

2-COUNTY REGIONAL REPRESENTATIVES

For Mifflin County:

By: France Wolf

Date: 6/25/14

Title: CHAIRMAN

For Juniata County:

By: [illegible]

Date: 5/27/14

Title: Chairman

OPERATOR

By: [illegible]

Date: 4/21/14

Title: General Manager

EXHIBIT A

CEILING GATE RATE FEES

Fee Schedule from Operator's SOI Submittal Form
Not-to-Exceed Tipping Fees for Multiple Types of
Municipal Waste (and Residual Waste, if
Applicable) by Contract Year

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 the 2-County Region. The Respondent should **not** include any proposed contribution to a proposed integrated waste and recycling sustainability program as part of its maximum tipping fee in this Price Submission.

PROCESSING/ DISPOSAL ONLY

Contract Year*	Municipal Waste		Construction/ Demolition Waste (C&D)		Municipal Sewage Sludge**		Infectious & Chemotherapeutic Waste (ICW)	
	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2015	$50.00	3%	$50.00	3%	$50.00	3%	$50.00	3%
2016	$51.50		$51.50		$51.50		$51.50	
2017	$53.05		$53.05		$53.05		$53.05	
2018	$54.64		$54.64		$54.64		$54.64	
2019	$56.28		$56.28		$56.28		$56.28	
2020	$57.96		$57.96		$57.96		$57.96	
2021	$59.70		$59.70		$59.70		$59.70	
2022	$61.49		$61.49		$61.49		$61.49	
2023	$63.34		$63.34		$63.34		$63.34	
2024	$65.24		$65.24		$65.24		$65.24	

* Anticipated first year of operation under this contract is 2015.

** Please specify the adjustment in unit cost for variations in sludge characteristics (if applicable): If waste is in liquid form, requiring an additional solidification process, the disposal cost would not exceed $100.00/ton.

*** 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).

Waste Type	(Asbestos)		(Contaminated Soil)		(list)	
Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**
2015	$60.00	3%	$50.00	3%	N/A	N/A
2016	$61.80	3%	$51.50	3%	↓	↓
2017	$63.65	3%	$53.05	3%		
2018	$65.56	3%	$54.64	4%		
2019	$67.53	3%	$56.28	3%		
2020	$69.56	3%	$57.96	3%		
2021	$71.64	3%	$59.70	3%		
2022	$73.79	3%	$61.49	3%		
2023	$76.01	3%	$63.34	3%		
2024	$78.29	3%	$65.24	3%		

* Respondent acknowledges that the costs presented above reflect an anticipated first year of operation under the contract is 2015.

** May be left blank if fixed price/ton information is provided for all years.

Other not-to-exceed proposed rate schedules for materials from the 2-County Region, such as bulky waste fees (list item and provide or attach rate structure):

Whole tires: Entire tire loads will not exceed $300.00/ton. Single tires mixed with MSW will not exceed $5.00/tire, in addition to the cost of the MSW disposal.

EXHIBIT B

FACILITY HOURS

Hours that the Operator's Facility is Open to
Accept Waste from the 2-County Region

Days and Hours of Operation (Receiving Times, under the Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement):

Monday through Friday- 7:00 a.m. to 4:00 p.m.

Saturday- 7:00 a.m. to 12:00 p.m. (Noon)

EXHIBIT C

INTEGRATED WASTE AND RECYCLABLES SYSTEM SUPPORT

Operator's Offer, from the SOI Submittal, to Support
the Sustainability of the Integrated Waste and
Recyclables Management System in the
2-County Region

help identify ways in which it may support the provision of sustainable expanded programs for integrated waste and recyclables management in the 2-County Region. While provision of these services is an optional component of this SOI, the 2-County Region 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 the enhancement and expansion of the 2-County Region's Integrated Waste and Recyclables Management Program, as further described in the 2-County Regional Plan, 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 of these critical and important components of the 2-County Regional Plan.

These optional ideas and concepts provided by Respondents may be further discussed and refined through the follow up interview and clarification process with the 2-County Region as described in the SOI text.

Response: The Clinton County Solid Waste Authority could assist Mifflin County Solid Waste Authority by partnering to provide special collection events, such as tire collection and household hazardous waste, to the municipalities throughout the 2-County Region.

This relationship could be expanded to provide a more regional approach to recycling and associated programs. Several examples of this are; our commodities could be combined and marketed together in order to secure better market pricing, our trucking fleet could be utilized for getting commodities to market, and/or our permanent electronics collection program could be expanded to the residents of the 2-County Region .

(attach additional pages as necessary)

EXHIBIT D

DISPOSAL CAPACITY COMMITMENTS

Operator's Waste Disposal Capacity Commitment to the 2-County Region, from the SOI Submittal

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 the 2-County Region that will be accepted for processing or disposal during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage of Facility	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Day - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Week - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Year - from the 2-County Region*
Conventional Municipal Waste	Y	**1,200 Collectively**	**We will accept 0-200 tons collectively**	**We will accept 0-1,400 tons collectively**	**We will accept 0-73,000 tons collectively**
Construction/Demolition Waste (C&D)	Y	↓	↓	↓	↓
Municipal Sewage Sludge	Y	↓	↓	↓	↓
Infectious & Chemotherapeutic Waste (ICW)	Y	↓	↓	↓	↓
Other (specify) Asbestos	Y	↓	↓	↓	↓
Other (specify)** Contaminated Soil	Y	↓	↓	↓	↓

* Please note "All" if there are no specified maximum limits; commitment here is for Mifflin and Juniata Counties' waste, plus any additional waste from the Region managed by the Mifflin County Solid Waste Authority

** Attach additional pages if more types of waste need to be included

d. Minimum sludge characteristics required: % Solids N/A

Other requirements?: None

e. Will bulky wastes be accepted? ☒ Yes ☐ No
If yes, specify tonnage: 25 (tons/day or ~~tons/year~~)

If yes, lists types and other requirements?: Our facility can typically accept any type of non-hazardous bulky waste.

f. Is Respondent willing to accept Residual Waste at its facility? ☒ Yes ☐ No
If yes, specify tonnage: 20 (tons/day or ~~tons/year~~)

If yes, lists types and other requirements: Our facility can accept any type of non-hazardous residual waste that meets the requirements as defined in Form R of our Solid Waste Disposal Permit.

g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 0.5% of your daily commitment to accept 2-County Regional waste, or a minimum of 100 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events? ☒ Yes ☐ No
If yes, please specify annual tonnage donation: 50 (tons/year)

2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with the 2-County Region on the manner in which they may be able to provide support for an enhanced and sustainable integrated waste and recyclables management program serving the 2-County Region, 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 the 2-County Region?
☒ Yes
☐ No

b. Does Respondent affirm its willingness to enter good faith discussions with the 2-County Region to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for the 2-County Region?
☒ Yes

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 12/26/2013

PRODUCER

MIC Insurance Service, LLC
Box 616
New Kingston, PA 17072-0616

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A:	HARIE
COMPANY B:	National Casualty Ins Co
COMPANY C:	
COMPANY D:	
COMPANY E:	

INSURED

Clinton County Solid Waste Authority
264 Landfill Lane
P.O. Box 209
McElhattan, PA 17748

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S ☒ PRODUCTS & COMPLETED OPERATIONS	HGL-30775171314	01/01/2014	01/01/2015	GENERAL AGGREGATE	1,000,000
					PRODUCTS–COMP/OP AGG	1,000,000
					PERSONAL & ADV INJURY	1,000,000
					EACH OCCURRENCE	1,000,000
					FIRE DAMAGE (Any one fire)	50,000
					MED PAY (Any one person)	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	HCA-30775201314	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Each Occurrence)	1,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY ☐ NON-OWNED AUTOS ☐ _____				AUTO ONLY (Each accident)	
					OTHER THAN AUTO ONLY — EA ACC	
					OTHER THAN AUTO ONLY — AGG	
B	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	XCO0000130	01/01/2014	01/01/2015	EACH OCCURRENCE	4,000,000
					AGGREGATE	4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ EXECUTIVE OFFICERS ARE INCLUDED ☐ EXECUTIVE OFFICERS ARE EXCLUDED	HWC-30775161314	01/01/2014	01/01/2015	X WC STATUTORY LIMITS / OTHER	
					E.L. EACH ACCIDENT	1,000,000
					E.L. DISEASE – EA EMPLOYEE	1,000,000
					E.L. DISEASE – POLICY LIMIT	1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

Proof of Coverage

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

BY: Christa H. Washe

* EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM

MARSHCERT (11/99)

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 04/23/2014

PRODUCER

MIC Insurance Service, LLC
Box 616
New Kingston, PA 17072-0616

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Clinton County Solid Waste Authority
264 Landfill Lane
P.O. Box 209
McElhattan, PA 17748

COMPANIES AFFORDING COVERAGE

COMPANY A:	HARIE
COMPANY B:	National Casualty Ins Co
COMPANY C:	
COMPANY D:	
COMPANY E:	

COVERAGES

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S ☒ PRODUCTS & COMPLETED OPERATIONS	HGL-30775171314	01/01/2014	01/01/2015	GENERAL AGGREGATE	1,000,000
					PRODUCTS-COMP/OP AGG	1,000,000
					PERSONAL & ADV INJURY	1,000,000
					EACH OCCURRENCE	1,000,000
					FIRE DAMAGE (Any one fire)	50,000
					MED PAY (Any one person)	
A	**AUTOMOBILE LIABILITY** ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	HCA-30775201314	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Each Occurrence)	1,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY ☐ NON-OWNED AUTOS ☐ _____				AUTO ONLY (Each accident)	
					OTHER THAN AUTO ONLY — EA ACC	
					OTHER THAN AUTO ONLY — AGG	
B	**EXCESS LIABILITY** ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	XCO0000130	01/01/2014	01/01/2015	EACH OCCURRENCE	4,000,000
					AGGREGATE	4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ EXECUTIVE OFFICERS ARE INCLUDED ☐ EXECUTIVE OFFICERS ARE EXCLUDED				WC STATUTORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	
					E.L. DISEASE – EA EMPLOYEE	
					E.L. DISEASE – POLICY LIMIT	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

As respects 2-County Region agreement.

CERTIFICATE HOLDER

Juniata County Board of Commissioners
PO Box 68
Mifflintown, PA 17059

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

BY: Christa H. Wade

* EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 04/23/2014

PRODUCER

MIC Insurance Service, LLC
Box 616
New Kingston, PA 17072-0616

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P.O. Box 209
McElhattan, PA 17748

COMPANY A:	HARIE
COMPANY B:	National Casualty Ins Co
COMPANY C:	
COMPANY D:	
COMPANY E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S ☒ PRODUCTS & COMPLETED OPERATIONS	HGL-30775171314	01/01/2014	01/01/2015	GENERAL AGGREGATE	1,000,000
					PRODUCTS–COMP/OP AGG	1,000,000
					PERSONAL & ADV INJURY	1,000,000
					EACH OCCURRENCE	1,000,000
					FIRE DAMAGE (Any one fire)	50,000
					MED PAY (Any one person)	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	HCA-30775201314	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Each Occurrence)	1,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY ☐ NON-OWNED AUTOS ☐ _____				AUTO ONLY (Each accident)	
					OTHER THAN AUTO ONLY — EA ACC	
					OTHER THAN AUTO ONLY — AGG	
B	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	XCO0000130	01/01/2014	01/01/2015	EACH OCCURRENCE	4,000,000
					AGGREGATE	4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ EXECUTIVE OFFICERS ARE INCLUDED ☐ EXECUTIVE OFFICERS ARE EXCLUDED				WC STATUTORY LIMITS / OTHER	
					E.L. EACH ACCIDENT	
					E.L. DISEASE – EA EMPLOYEE	
					E.L. DISEASE – POLICY LIMIT	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

As respects 2-County Region agreement.

CERTIFICATE HOLDER

Mifflin County Solid Waste Authority
PO Box 390
87 Landfill Road
Lewistown, PA 17044

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

BY: Christa H. Washa

* EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM

IESI Blue Ridge Landfill

MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT

COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 25 day of June, 2014, by and among the 2-County Region, made up of Mifflin and Juniata Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats, hereinafter the "2-County Region," and WEST BLUE RIDGE LANDFILL CORPORATION ("Operator").

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires Mifflin and Juniata Counties ("2-County Region"), as part of its Regional Municipal Waste Management Plan ("Regional Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within the 2-County Region for a period of at least ten (10) years. Under an Intergovernmental Agreement, the 2-County Region is cooperating in the development of the 2-County Regional Plan. On behalf of the 2-County Region, 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 the 2-County Region, 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 2015. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by the 2-County Region. 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 the 2-County Region.

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:

2-County Region. The two-County Region of Mifflin and Juniata Counties, Pennsylvania.

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, Commonwealth Act of July 28, 1988, No. 101, as amended.

Agreement. The Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement among the 2-County Region and the Operator's Facility, as amended, supplemented or extended.

Alternative Facility. Any duly licensed or permitted facility designated by the Operator to accept 2-County Region-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.

Operator. IESI Blue Ridge 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 Chambersburg, Franklin 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.

Regional Plan. The 2-County Regional Municipal Solid Waste Management Plan being prepared by or on behalf of the 2-County Region, 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 the 2-County Region

The 2-County Region represents and warrants that:

(a) Mifflin and Juniata Counties are political subdivisions of the Commonwealth of Pennsylvania, acting by and through their duly authorized officials, have agreed to cooperatively plan and implement solid waste management and recycling measures through an Act 101 Regional Municipal Waste Management Planning process in accordance with an Intergovernmental Agreement, and are duly authorized under Act 101 to delegate their duties to carry on certain governmental functions such as those outlined in a Delegation of Powers Agreement between Mifflin County and the Mifflin County Solid Waste Authority related to the planning and implementation of Mifflin County's duties under the Regional Plan.

(b) The two counties represented by the 2-County Region have 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 the 2-County Region pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the counties and will constitute a legal, valid and binding obligation of the counties.

(d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the 2-County Region, threatened against or adversely affecting the ability of the 2-County Region to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to the 2-County Region 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 DELAWARE 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 the 2-County Region'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 the 2-County Region a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the 2-County Region.

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, the 2-County Region hereby agrees to include the Operator's Facility in its Regional Plan as a designated processing/ disposal facility for municipal waste generated in the 2-County Region. The Operator acknowledges that this Agreement is nonexclusive and the 2-County Region 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 the 2-County Region and the Operator and at no time during the term of this Agreement shall the 2-County Region 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 (contained in Exhibit D of this agreement and incorporated herein by reference):

(a) The 2-County Region 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 the 2-County Region.

(b) The 2-County Region or any waste hauler shall notify the Operator that it intends to exercise its right to deliver Acceptable Waste to the Operator's Facility prior to commencing the delivery of such waste.

(c) In accordance with Operator's commitments to accept waste as contained in Exhibit D, the Operator shall provide processing and/or disposal capacity as may be needed by the 2-County Region for Acceptable Waste generated within the geographic boundaries of the 2-County Region and that the 2-County Region 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 2-County Region residents in small vehicles. The Operator and the 2-County Region shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) 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.

(e) 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 2-County Region's waste haulers and occasional 2-County Region individual residents delivering municipal waste from the 2-County Region 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. The 2-County Region 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 as Exhibit B and incorporated herein by reference.

(b) If the 2-County Region 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 the 2-County Region, 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 the 2-County Region 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 2-County Region-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 the counties represented by the 2-County Region will be directed to the Operator. In the event the Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the 2-County Region 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. 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.

5.1 Basic Reporting Requirements

(a) The Operator shall provide the 2-County Region with quarterly reports of all types and origin of waste generated in the 2-County Region and delivered to the Operator's Facility by waste haulers and occasional individual 2-County Region residents, along with any fees due to the 2-County Region from the Operator. These reports shall include the totals by month for each type of waste. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the 2-County Region, copies of such reports may be submitted to the 2-County Region to comply with the Operator's reporting requirements.

(b) Along with quarterly reports, the Operator shall provide: (i) names of waste haulers delivering loads of 2-County Region-generated wastes; and (ii) a statement that the Operator's permit for the Operator's Facility has not been revoked or suspended, that the Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, DEP and 2-County Region regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

The Operator shall provide written notice to the 2-County Region 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.

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the 2-County Region and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of 2-County Region-generated municipal waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

Article 6. Tipping Fees and Other Charges

6.1 Tipping Fees

(a) The Operator shall not charge a tipping fee to any 2-County Region waste hauler or occasional individual 2-County Region 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 2-County Region fees.

(b) The 2-County Region 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 the 2-County Region 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.

6.2 Negotiated 2-County Region Fees

Not part of this Agreement

Article 7. 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. The 2-County Region 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) The Counties/ Authority represented by the 2-County Region 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 each of the two Counties/ Authority with a thirty (30) day notice of cancellation.

Article 8. Indemnification

8.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties/ Authority comprising the 2-County Region, their officers, members, employees, agents, contractors and subcontractors (2-County Region indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the 2-County Region 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 2-County Region 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 2-County Region indemnified party.

8.2 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 the 2-County Region, be entitled to cooperate with the 2-County Region with respect to the defense. With the written consent of the 2-County Region, the Operator may assume the defense or represent the interests of the 2-County Region 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 the 2-County Region and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the 2-County Region and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the 2-County Region 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 Mifflin County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.

9.2 Events of Default by 2-County Region

The persistent or repeated failure or refusal by the 2-County Region to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the 2-County Region 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 the 2-County Region 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 the 2-County Region; and

(b) The 2-County Region 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 the 2-County Region shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the 2-County Region's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the 2-County Region is continuing to take reasonable steps to cure such default within the earliest practicable time.

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the 2-County Region or its waste haulers or occasional individual 2-County Region residents delivered to the Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement.

9.4 Force Majeure

Neither the Operator nor the 2-County Region 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 the 2-County Region and which the Operator or 2-County Region 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 the 2-County Region within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 2-County Region 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2015 or, if later, the date that the DEP approves the Regional Plan. The Operator shall begin to accept waste deliveries from 2-County Region sources under the terms and conditions of this Agreement on this date.

10.2 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 expire at the end of the first term (five (5) years from the effective date), unless the 2-County Region has exercised its right to renew the Agreement or agreed to an alternate Agreement period. The 2-County Region shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the 2-County Region and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 2-County Region 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 11. Miscellaneous

11.1 Assignment

(a) This Agreement may not be assigned by either the 2-County Region or the Operator or its rights sold by Operator except with the written consent of the 2-County Region or Operator or as further provided in this Article. The 2-County Region 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 the 2-County Region and/or any waste hauler may avail itself of the rights of the 2-County Region under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of the 2-County Region 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 the 2-County Region and the written consent of the 2-County Region.

(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.

11.2 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:

For the 2-County Region: _____ and _____

_____ _____

_____ _____

_____ _____

For the Operator: Samuel J. Dorato, Jr., District Manager
PO Box 399, SCOTLAND, PA 17254

717-709-1700

Either the 2-County Region or Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

11.3 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 the 2-County Region 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. The 2-County Region and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

11.4 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, the 2-County Region 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 the 2-County Region 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.

11.5 Change of Ownership

In the event of any change of control or ownership of the Operator's Facility, the 2-County Region 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..

11.6 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.

11.7 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.

11.8 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.

11.9 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 the 2-

County Region and the Operator, or as constituting the Operator the general representative or general agent of the 2-County Region for any purpose whatsoever.

11.10 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.

11.11 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.

11.12 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.

Article 12. Integrated Waste and Recyclables Management Program Support

12.1 Minimum Annual Processing/ Disposal Capacity Donation for Non-Profit Activities

100 tons/year

12.2 Negotiated Integrated Waste and Recyclables Management Program Support

See Exhibit C

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.

2-COUNTY REGIONAL REPRESENTATIVES

For Mifflin County:

By: _____

Date: 6/25/14 Title: CHAIRMAN

For Juniata County:

By: _____

Date: 5/27/14 Title: Chairman

OPERATOR

By: _____

Date: April 23, 2014 Title: DISTRICT MANAGER

EXHIBIT A

CEILING GATE RATE FEES

Fee Schedule from Operator's SOI Submittal Form
Not-to-Exceed Tipping Fees for Multiple Types of
Municipal Waste (and Residual Waste, if
Applicable) by Contract Year

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 the 2-County Region. The Respondent should **not** include any proposed contribution to a proposed integrated waste and recycling sustainability program as part of its maximum tipping fee in this Price Submission.

PROCESSING/ DISPOSAL ONLY

Contract Year*	Municipal Waste		Construction/ Demolition Waste (C&D)		Municipal Sewage Sludge**		Infectious & Chemotherapeutic Waste (ICW)	
	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2015	29.35		29.35		29.35			
2016	30.23		30.23		30.23			
2017	31.13		31.13		31.13			
2018	32.06		32.06		32.06			
2019	33.02		33.02		33.02			
2020	34.01		34.01		34.01			
2021	35.03		35.03		35.03			
2022	36.03		36.03		36.03			
2023	37.03		37.03		37.03			
2024	38.03		38.03		38.03			

* Anticipated first year of operation under this contract is 2015.

** Please specify the adjustment in unit cost for variations in sludge characteristics (if applicable): 20 percent solids, no free liquids

*** 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).

	Friable Asbestos		Non-Friable Asbestos			
Waste Type	(list)		(list)		(list)	
Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**
2015	57	3%	47	3%		
2016						
2017						
2018						
2019						
2020						
2021						
2022						
2023						
2024						

* Respondent acknowledges that the costs presented above reflect an anticipated first year of operation under the contract is 2015.

** May be left blank if fixed price/ton information is provided for all years.

Other not-to-exceed proposed rate schedules for materials from the 2-County Region, such as bulky waste fees (list item and provide or attach rate structure):

EXHIBIT B

FACILITY HOURS

Hours that the Operator's Facility is Open to Accept Waste from the 2-County Region

MONDAY - FRIDAY	6AM - 4PM
SATURDAY	6AM - NOON
SUNDAY	CLOSED

EXHIBIT C

INTEGRATED WASTE AND RECYCLABLES SYSTEM SUPPORT

Operator's Offer, from the SOI Submittal, to Support
the Sustainability of the Integrated Waste and
Recyclables Management System in the
2-County Region

Scope of Services
Apple Valley Waste / Parks Garbage
A Partnership for the 2 Region's Integrated Solid Waste Management Plan

Apple Valley Waste / Parks Garbage is an innovative organization founded on old fashion values. These two Companies came together because of how similar their founding principals were but did so to collectively be very different from all other competitors in the industry. We pride ourselves on relationships - Relationships which begin with our employees and lead to our customers. Many organization say how important their employees are, we work hard everyday to be sure they know how important they really are. We believe a happy employee is a strong and creative service provider to our customers. When an employee feels confident in their employment they are comfortable enough to take risks. Risks that provide service that can reach beyond a customer's expectations and risks that can deliver new alternatives to the way we handle our waste stream today.

As a result our privately owned regional company finds itself at the forefront of a changing industry. We have been fortunate enough to experience the best of private public relationships that have delivered a dramatic increase in single stream recycling rates, the construction of the first single stream recycling facility in the area, the collection and diversion of electronics, the collection and diversion of over 16,000 tons of organic waste a year and the soon to be constructed first Mechanical Biological Treatment (MBT) waste to Fuel conversion plant (Entsorga) in the USA.

The 2 Regions RFP requests a commitment to support the Region's integrated waste and recycling program enhancements and a willingness to enter good faith negotiations to do so. We really are not sure a simple yes with some text book examples will express our excitement about this opportunity so we have included several attachments that we believe clearly demonstrate that this is simply who we are. Our organization brings with it the opportunity to partner with real people who own the Company and believe in working for the alternatives of tomorrow not just the profits of today.

A-200

The world is in our hands

Celebrate Earth Day by signing up for curbside recycle collection.

AVW is working collectively with the Berkeley County Solid Waste Authority to offer Weekly Curbside Recycle Collection in all of Berkeley County.

AVW

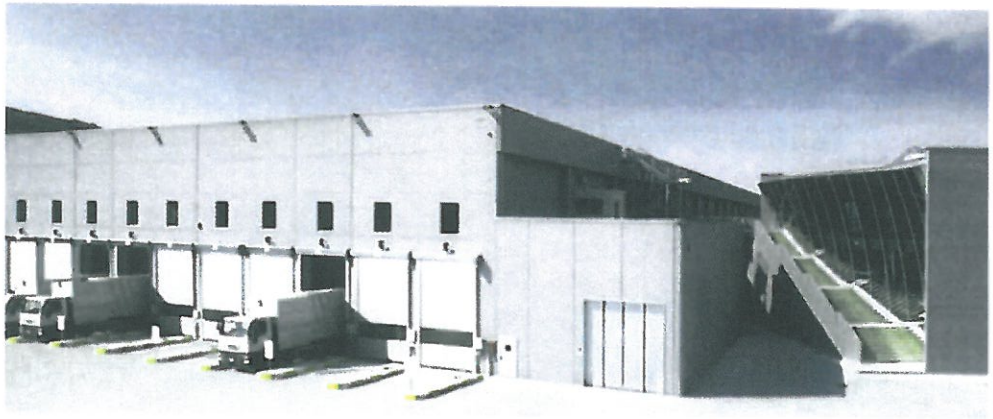
APPLE VALLEY WASTE

1-877-267-1280 (toll free)
www.applevalleywaste.com

A-300

AVW is commited to preserving the environment for future generations.

We're partnering with Entsorga Italia to develop a state of the art waste treatment facility that will produce solid engineered fuel used in conjuction with coal.



APPLE VALLEY WASTE

John Decker, Managing Partner
(304) 724-1834
john.decker@applevalleywaste.com

ENTSORGA
sistemi per l'ambiente

Paulo Carollo, General Manager
(916) 616-2993
paolo.carollo@chemtex.com

Who is involved?

Apple Valley Waste, after traveling to Italy to witness this new technology first hand, has joined with Entsorga Italia to develop a state of the art solid waste treatment facility located in Martinsburg, West Virginia. Numerous facilities of this type are currently in operation throughout Europe.

What kind of facility is it?

The facility will use standard processing equipment and the normal transformation of the waste to produce a solid engineered fuel to be used in conjunction with coal.

How does it work?

Air, circulated through the waste, accelerates its natural decomposition and removes 80% of its moisture. The byproduct is an approved fuel source for many businesses in the area. Nothing is ever burned or ignited in any way at the facility.

Will it smell?

No, the facility is fully enclosed and kept under negative pressure so odors can be contained and in fact, even removed. The air is collected and circulated through large bio-filters made of peat moss which further eliminates any potential odors.

Will the project support recycling?

Yes, the process is designed to capture the metals and aluminum from the waste stream and consolidate them for processing.

Will the project create jobs?

Yes, construction of the facility is expected to create approximately 100 temporary jobs and, once open and fully operational, will create as many as 20 additional full-time jobs.

When will it open?

The facility is tentatively planned to be open in Fall of 2014.

A-400

Material Recovery Facility

APPLE VALLEY WASTE

A-500

Structures:
Fast Forwarding Fabric
Page 31.

Scales:
Finding the Right On-Board Scales for Your Application
Page 40

Waste-by-Rail:
Rail Negotiating Best Practices
Page 44.

SHOP AT THE ADVANTAGE MARKETPLACE! PAGE 75.

www.wasteadvantagemag.com April 2012 Vol.3, No.4

WasteAdvantage magazine

The Advantage in the Waste Industry

APPLE VALLEY WASTE: ITS COMMUNITIES' "GO TO" WASTE AND RECYCLING RESOURCE

Econometric MODELING OF WASTE

PLUS:
Recycling/Transfer Stations/Landfill Section! Page 59.
An Opportunity for Haulers to be Heroes

Small-Scale Closed Landfill: Large-Scale Community Benefit

In This Issue

April 2012 Volume 3, Number 4

Scan Now. Read Later!

On the Cover:

Apple Valley Waste's mini roll-off service. The 15yd roll-off boxes work great for homeowners and contractors alike.
Photo courtesy of Apple Valley Waste (Kearneysville, WV).

In Every Issue:

75 ADVANTAGE MARKETPLACE

The place for ONE-STOP-SHOPPING TO FIND ANY EQUIPMENT to fit your needs. Turn to this featured section to discover who is selling what in the solid waste industry today.

Photos courtesy of Legacy Building Solutions, Tealinc and Altamont Environmental.

Apple Valley Waste: Its Communities' "Go To" Waste and Recycling Resource

In a position to execute an aggressive growth plan in the Mid Atlantic-Region, APPLE VALLEY WASTE IS EXCITED TO CONFRONT CHALLENGES AND ARE INSPIRED BY THE SUCCESSES AND FAILURES in their past in order to do things the right way.

IN 2006, J.P. PHILLIPS AND RANDIE LAWSON found that they had an opportunity to start Apple Valley Waste (AVW) (Kearneysville, WV) by purchasing Waste Management's residential business in Martinsburg, WV, worth about 7 million dollars in revenue with 27,000 customers. After completing the acquisition, AVW grew at a steady pace through 2010. It was in that year that Phillips, Lawson and John Decker began talking about transforming the business. As a result, Decker brought Summer Street Capital (Buffalo, NY) to the table to help finance the new direction of AVW. The transaction was completed on December 30, 2010 at which time Lawson retired from AVW and Decker signed on as Managing Partner and CEO. Says Phillips, "The strategic partnership with Summer Street really gave John and I the opportunity to grow. They are a great financial resource, both from a monetary standpoint and evaluation, advice, etc. Summer Street makes the company well-balanced and financially sound, positioning Apple Valley Waste for strong Mid-Atlantic growth."

Since the partnership, the company has grown substantially, from servicing only subscription residential customers to now servicing more than 40,000 households and hundreds of commercial and industrial customers (including roll-off, commercial front load, recycling, etc.). With 58 employees and a fleet of 30 trucks, AVW provides residential collection in Berkeley and Jefferson Counties in WV and Washington County, MD with residential, commercial and industrial services in that county.

Expanding the Business

Economic conditions have been slow but steady since 2009. Yet, Apple Valley has been able to take

Apple Valley rearloader in Washington County, MD
Photos courtesy of Apple Valley Waste.

Apple Valley Waste headquarters in Kearneysville, WV.

advantage of some acquisition opportunities to expand the business in West Virginia and Maryland. They have closed on four acquisitions since 2009 and already executed Letter of Intent for 2012. Decker, says, "We recognized that the economy was going to be struggling or flat for a while so we knew we had to grow the business in other ways. Even though we have seen very few new businesses opening up or new people moving into our area, we have been very successful in expanding our business by introducing new products and services to our current customers." In 2009, AVW introduced mini 15-yard roll off boxes and marketed them to their customers as a solution to small construction, clean-up projects. The success of this line of business has exceeded their wildest expectations. It has now grown into a full-time division of the company. In 2011, AVW started offering 30-yard roll-offs more for commercial and industrial-type customers. "It's been a great addition so far," says Phillips. "We are very pleased." AVW went on to introduce the BIG HANDY BAG™" during the summer of 2011, which offers a solution for customers who have too much material for their regular pickup, but not enough to fill a roll-off box. Phillips points out that from the feedback they received during the last half of 2011, he expects big things in 2012.

In addition to having a long-standing single stream curbside program in Jefferson County, WV servicing over 12,000 homes, AVW was also the first company to introduce single-stream recycling to Washington County, MD when it started its program in 2010. Now, thanks to the help of the Berkeley County Solid Waste Authority, in March 2012 AVW revitalized curbside recycling in Berkeley County by implementing a large-scale program that gives customers the ability to have their recyclables picked up curbside.

Keeping a Culture of Trust

A real challenge that AVW is aware of and that they will be facing in the future is their ability to continue to keep the same culture of company trust, family atmosphere and very strong relationships with the communities they serve as they expand the business. "J.P. and I are both aware that these things have been a key to our success and they differentiate us from our competitors every day. We are determined to not let our growth and/or the geography of our company be a convenient excuse as to why we left these beliefs and values behind. We have both been in circumstances at large organizations where we have seen these 'invaluable assets' lost in multiple layers of management," says Decker. "We owe it to the people who rely on us not to let it happen here."

The close relationship with the employees and the commitment to the community are two things that Apple Valley Waste never wants to jeopardize. But doing so takes work and effort. For example, the company's annual Christmas party is a great topper to the end of each year. "This year we had 175 people attend—about half of them were kids. We pride ourselves on creating a different type of company and Christmas party—we want the kids there. Santa attends and all the kids walk away with a gift. We figure our employees spend

Company Philosophy

"Our community is the key to our success. It sounds like a simple straightforward comment, but when we speak of 'Our Community', we speak first about our 'Apple Valley Community' and feel very strongly that our success begins from within. Many say how important their employees are, but we make sure our employees know it. We do not take one minute of their time or one ounce of their commitment for granted. We work hard to ensure that our culture is built from the way we take care of our employees, to the way take care of each other and finally to the way we all collectively take care of our customers.

"We see our friendships in the industry as the key to our future and recognize that the relationships we maintain will lead to the opportunities that will define us. Good relationships are hard work. There are so many challenges today that require you to make tough choices about what kind of partner you are going to be. Too many people take the easy way out or find a convenient excuse as to why they could not do the right thing 'this time'. But we do not believe that you get to take a time out from your commitment as a partner. We understand that our partners (our employees, vendors, regulatory agencies and the communities we serve) are relying on us as much, if not more, so then we are relying on them. By delivering on their expectations each and every time, we create a loyalty that will lead to new opportunities.

"At no other time in the many years we have spent in this business has innovation played such a key role. From the efficiency of our collection and processing equipment to the transformation of our waste stream into new resources, ideas are defining the way our industry will look tomorrow. We believe that the ultimate level of our success will be directly influenced by how innovative our people are. But we also believe that innovation begins with leadership. Too many people measure themselves as leaders by the titles that they hold or their span of control. Our view is very different. For us, we feel that as leaders we must lead by example and recognize that we become true leaders when we really serve those who rely on us. When our people completely trust us as their leaders, then they will be comfortable enough to become innovative and take risk."

—John Decker, CEO of Apple Valley Waste

At Apple Valley's 2011 Christmas party. Santa reads the poem "Twas the night before Christmas".

more time with us than they often do with their families, so it's nice to have that one time per year where their families and ours come together so we can give something back to them for all they do. It's a really great time," says Phillips.

All of the employees also go through safety meetings on a monthly basis and the company holds quarterly gatherings with any staff that are in safety-sensitive roles—drivers, maintenance people, etc. Decker points out that not only has the company recently held a CPR training class that was open to anyone who wanted to attend, but they also hold offsite dinners with the team just to get them away from the shop for a while and allow them to talk about anything that might be on their minds or concerning them. "It's a great opportunity for safety issues to be brought up and just to get to know each other better. You often find you have many things in common and these get-togethers continue to build our Apple Valley community," says Decker.

Decker is particularly proud that they also perform an annual self-OSHA audit, where they hire someone to come in from the outside and hold a mock OSHA audit in order to make sure everything is in the best shape it can be. "These are great checkpoints because we get so used to our environment and looking at the same things every day that sometimes potential problems do not catch your attention. It's a valuable self-check for someone to point those out to you so we can provide a safe place for our people."

Giving Back

One of AVW's policies is to be the best resource for its communities. A quarterly newsletter is sent out with each customer invoice that details service offerings, company events and informs everyone about the things that are happening around the community. AVW also tries to take advantage of every opportunity to listen to the communities, political leaders and solid waste authorities they serve. "Our goal is to be their 'go to' resource. Whenever any question or need pops up in the area of recycling or refuse collection, we want them to think about contacting or partnering with us," says Phillips. "We really try to be there for them to share our experience or knowledge and provide whatever support they may need. It also is a great opportunity for us to learn."

AVW participates in community events and works hard to give back to local organizations. For example, when the Christmas trees are collected every year, any money made from the collections gets donated by AVW to the local Boys and Girls club. A couple of years ago, AVW also teamed up with the Jefferson County Fair Association to start a recycling program at the fair. Phillips says, "Working with the officials at the fair helped that program really take off, especially this year. We have been able to divert a lot of material out the waste stream at the fairgrounds by adding single-stream recycling bins." AVW also participates in the livestock auctions for the Future Farmer's Association. Here, kids raise cattle and hogs to sell. AVW is a regular at these events and every year purchases livestock to help continue the program. One recent example of

joint success being driven by good community relationships is the work AVW and the Berkley County Solid Waste Authority have done together to provide curbside recycling collection to more than 20,000 residents where it didn't exist before. "Collectively, we have now been able to offer everyone in the county a curbside recycling program to go with the electronics recycling dropoff/pickup that we started last year—these are all accomplishments that have been realized in conjunction with the county," says Phillips. "While we are a business, there are times when a company in order to be truly successful cannot be motivated by just money or profits. We do it because we believe it is the right thing to do."

Says the Chairman of Berkeley County Solid Waste Authority, Clint R. Hogbin, "Apple Valley Waste Services entered our county amid years of poor solid waste collection services within our community. Their management quickly recognized the outstanding service issues and worked to resolve them. Equally important, they established a no hidden agenda openness with the members of the Berkeley County Solid Waste Authority that was based on an understanding that the service needs of the community was on equal footing with the profits of the company. As a long-standing board member, it was clear to me from the beginning they offered a fresh approach. As a result, historical quality of service issues were addressed, new recycling and usage rate opportunities appeared overnight, approved county solid waste plans were taken seriously and a comprehensive new approach to solid waste management developed."

Inspired By Challenges

According to Decker, the biggest challenge that he sees in the Waste Industry today is also one of the biggest challenges that the U.S. is facing—the development of new, innovative and better ways of doing things needing to reach a point where they are as efficient and cost-effective as traditional methods. "In today's economic environment, no matter how strong your desire to do something better, it becomes increasingly difficult to accomplish when doing so simply costs a lot more. For example, waste-to-fuel, solar, wind power, organics collection and processing are all great ideas to explore for our future, but we have to consider how much more we can ask customers to pay to support initiatives during a time when many of them are simple trying to make ends meet?" says Decker. "At AVW we are trying to be as thoughtful and innovative as we can right now—offering our customers the services they desire supported by doing it the right way as much as possible. But you have to pick your spots. You can never be everything to everyone, especially right now. We try to offer our employees, customers and communities all the best things we can for the best value; when choices have to be made, we make them collectively so that everyone buys in together."

Going forward, AVW's relationship with Summer Street Capital has positioned them extremely well to execute on an aggressive growth plan in the Mid Atlantic-Region and take on the challenges of today and tomorrow. "We are excited about the road in front of us and are inspired by the successes and failures in our past," says Decker. "We know now what 'the right way' is, and have made that 'The Apple Valley Way'. Our goal is simple, to be the "go to" waste and recycling resource in all of the communities we serve." | WA

For more information on Apple Valley Waste, contact J.P. Phillips at (304) 724-8640 or e-mail Jp.phillips@applevalleywaste.com.

EXHIBIT D

DISPOSAL CAPACITY COMMITMENTS

Operator's Waste Disposal Capacity Commitment to
the 2-County Region, from the SOI Submittal

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 the 2-County Region that will be accepted for processing or disposal during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage of Facility	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Day - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Week - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Year - from the 2-County Region*
Conventional Municipal Waste	YES	1700 Blend	ALL	ALL	ALL
Construction/Demolition Waste (C&D)	YES	1700 Blend	ALL	ALL	ALL
Municipal Sewage Sludge	YES	1700 Blend	10	50	2600
Infectious & Chemotherapeutic Waste (ICW)	NO				
Other (specify)_____					
Other (specify)**_____					

* Please note "All" if there are no specified maximum limits; commitment here is for Mifflin and Juniata Counties' waste, plus any additional waste from the Region managed by the Mifflin County Solid Waste Authority

** Attach additional pages if more types of waste need to be included

d. Minimum sludge characteristics required: 20% Solids no free liquid

Other requirements?: See attached permit

_____

e. Will bulky wastes be accepted? ☒ Yes ☐ No

If yes, specify tonnage: _____ (tons/day or tons/year)

If yes, lists types and other requirements?: No Appliances

f. Is Respondent willing to accept Residual Waste at its facility? ☒ Yes ☐ No
If yes, specify tonnage: ALL (tons/day or tons/year)

If yes, lists types and other requirements: In order to accept residual waste a DEP form "U" must be completed by the generator and must be approved by the landfill

g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 0.5% of your daily commitment to accept 2-County Regional waste, or a minimum of 100 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events? ☒ Yes ☐ No
If yes, please specify annual tonnage donation: 100 (tons/year)

2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with the 2-County Region on the manner in which they may be able to provide support for an enhanced and sustainable integrated waste and recyclables management program serving the 2-County Region, 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 the 2-County Region?
☒ Yes
☐ No

b. Does Respondent affirm its willingness to enter good faith discussions with the 2-County Region to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for the 2-County Region?
☒ Yes
☐ No

Client#: 18927 IESI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HUB International Ins Svcs Inc
PO Box 90756
Albuquerque, NM 87199-0756
800-800-5661 / CA Lic# 0757776

CONTACT NAME: Margie Blackmon
PHONE (A/C, No. Ext): 505-828-4000 FAX (A/C, No): 866-487-3972
E-MAIL ADDRESS: margie.blackmon@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322
INSURER B: Catlin Specialty Insurance Comp	15989
INSURER C: Liberty Insurance Underwriters	19917
INSURER D: Great American Assurance Compan	26344
INSURER E: Arch Insurance Company	11150
INSURER F:	

INSURED
IESI PA Blue Ridge Landfill
1660 Orchard Road
Chambersburg, PA 17202

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X ContractualLiability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			GEC002511807	12/31/2013	12/31/2014	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
E	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X MCS-90 ENDT			41CAB4928008	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			UMC936341214	12/31/2013	12/31/2014	EACH OCCURRENCE	$25,000,000
C	EXCESS LIAB / CLAIMS MADE			EXCSF1839429	12/31/2013	12/31/2014	AGGREGATE	$25,000,000
D	DED / RETENTION $			EXC4647724	12/31/2013	12/31/2014		$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		41WCI4927808 44WCI4993000 (NY)	12/31/2013 12/31/2013	12/31/2014 12/31/2014	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
For Information Purposes Only.

CERTIFICATE HOLDER

Juniata County Board of Commissioners
PO Box 68
Mifflintown, PA 17059

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert S. Mackrock

Client#: 18927 IESI

ACORD™ # CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/24/2014

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PRODUCER
HUB International Ins Svcs Inc
PO Box 90756
Albuquerque, NM 87199-0756
800-800-5661 / CA Lic# 0757776

CONTACT NAME: Margie Blackmon
PHONE (A/C, No, Ext): 505-828-4000 FAX (A/C, No): 866-487-3972
E-MAIL ADDRESS: margie.blackmon@hubinternational.com

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
For Information Purposes Only.

CERTIFICATE HOLDER

Mifflin County Solid Waste Authority
PO Box 390
87 Landfill Road
Lewistown, PA 17044

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robert L. Mashcock

LCSWMA - Lancaster Waste-to-Energy Facility

MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT

COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 25 day of June, 2014, by and among the 2-County Region, made up of Mifflin and Juniata Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats, hereinafter the "2-County Region," and LCSWMA ("Operator").

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires Mifflin and Juniata Counties ("2-County Region"), as part of its Regional Municipal Waste Management Plan ("Regional Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within the 2-County Region for a period of at least ten (10) years. Under an Intergovernmental Agreement, the 2-County Region is cooperating in the development of the 2-County Regional Plan. On behalf of the 2-County Region, 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 the 2-County Region, 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 2015. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by the 2-County Region. 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 the 2-County Region.

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:

2-County Region. The two-County Region of Mifflin and Juniata Counties, Pennsylvania.

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, Commonwealth Act of July 28, 1988, No. 101, as amended.

Agreement. The Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement among the 2-County Region and the Operator's Facility, as amended, supplemented or extended.

Alternative Facility. Any duly licensed or permitted facility designated by the Operator to accept 2-County Region-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.

Operator. Lancaster Waste-to-Energy Facility (LWTEF), 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 Bainbridge, Lancaster 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.

Regional Plan. The 2-County Regional Municipal Solid Waste Management Plan being prepared by or on behalf of the 2-County Region, 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 the 2-County Region

The 2-County Region represents and warrants that:

(a) Mifflin and Juniata Counties are political subdivisions of the Commonwealth of Pennsylvania, acting by and through their duly authorized officials, have agreed to cooperatively plan and implement solid waste management and recycling measures through an Act 101 Regional Municipal Waste Management Planning process in accordance with an Intergovernmental Agreement, and are duly authorized under Act 101 to delegate their duties to carry on certain governmental functions such as those outlined in a Delegation of Powers Agreement between Mifflin County and the Mifflin County Solid Waste Authority related to the planning and implementation of Mifflin County's duties under the Regional Plan.

(b) The two counties represented by the 2-County Region have 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 the 2-County Region pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the counties and will constitute a legal, valid and binding obligation of the counties.

(d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the 2-County Region, threatened against or adversely affecting the ability of the 2-County Region to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to the 2-County Region 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 the 2-County Region'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 the 2-County Region a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the 2-County Region.

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, the 2-County Region hereby agrees to include the Operator's Facility in its Regional Plan as a designated processing/ disposal facility for municipal waste generated in the 2-County Region. The Operator acknowledges that this Agreement is nonexclusive and the 2-County Region 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 the 2-County Region and the Operator and at no time during the term of this Agreement shall the 2-County Region 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 (contained in Exhibit D of this agreement and incorporated herein by reference):

(a) The 2-County Region 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 the 2-County Region.

(b) The 2-County Region or any waste hauler shall notify the Operator that it intends to exercise its right to deliver Acceptable Waste to the Operator's Facility prior to commencing the delivery of such waste.

(c) In accordance with Operator's commitments to accept waste as contained in Exhibit D, the Operator shall provide processing and/or disposal capacity as may be needed by the 2-County Region for Acceptable Waste generated within the geographic boundaries of the 2-County Region and that the 2-County Region 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 2-County Region residents in small vehicles. The Operator and the 2-County Region shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) 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.

(e) 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 2-County Region's waste haulers and occasional 2-County Region individual residents delivering municipal waste from the 2-County Region 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. The 2-County Region 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 as Exhibit B and incorporated herein by reference.

(b) If the 2-County Region 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 the 2-County Region, 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 the 2-County Region 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 2-County Region-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 the counties represented by the 2-County Region will be directed to the Operator. In the event the Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the 2-County Region 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. 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.

5.1 Basic Reporting Requirements

(a) The Operator shall provide the 2-County Region with quarterly reports of all types and origin of waste generated in the 2-County Region and delivered to the Operator's Facility by waste haulers and occasional individual 2-County Region residents, along with any fees due to the 2-County Region from the Operator. These reports shall include the totals by month for each type of waste. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the 2-County Region, copies of such reports may be submitted to the 2-County Region to comply with the Operator's reporting requirements.

(b) Along with quarterly reports, the Operator shall provide: (i) names of waste haulers delivering loads of 2-County Region-generated wastes; and (ii) a statement that the Operator's permit for the Operator's Facility has not been revoked or suspended, that the Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, DEP and 2-County Region regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

The Operator shall provide written notice to the 2-County Region 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.

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the 2-County Region and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of 2-County Region-generated municipal waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

Article 6. Tipping Fees and Other Charges

6.1 Tipping Fees

(a) The Operator shall not charge a tipping fee to any 2-County Region waste hauler or occasional individual 2-County Region 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 2-County Region fees.

(b) The 2-County Region 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 the 2-County Region 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.

6.2 Negotiated 2-County Region Fees

Not part of this Agreement

Article 7. 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. The 2-County Region 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) The Counties/ Authority represented by the 2-County Region 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 each of the two Counties/ Authority with a thirty (30) day notice of cancellation.

Article 8. Indemnification

8.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties/ Authority comprising the 2-County Region, their officers, members, employees, agents, contractors and subcontractors (2-County Region indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the 2-County Region 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 2-County Region 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 2-County Region indemnified party.

8.2 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 the 2-County Region, be entitled to cooperate with the 2-County Region with respect to the defense. With the written consent of the 2-County Region, the Operator may assume the defense or represent the interests of the 2-County Region 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 the 2-County Region and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the 2-County Region and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the 2-County Region 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 Mifflin County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.

9.2 Events of Default by 2-County Region

The persistent or repeated failure or refusal by the 2-County Region to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the 2-County Region 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 the 2-County Region 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 the 2-County Region; and

(b) The 2-County Region 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 the 2-County Region shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the 2-County Region's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the 2-County Region is continuing to take reasonable steps to cure such default within the earliest practicable time.

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the 2-County Region or its waste haulers or occasional individual 2-County Region residents delivered to the Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement.

9.4 Force Majeure

Neither the Operator nor the 2-County Region 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 the 2-County Region and which the Operator or 2-County Region 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 the 2-County Region within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 2-County Region 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2015 or, if later, the date that the DEP approves the Regional Plan. The Operator shall begin to accept waste deliveries from 2-County Region sources under the terms and conditions of this Agreement on this date.

10.2 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 expire at the end of the first term (five (5) years from the effective date), unless the 2-County Region has exercised its right to renew the Agreement or agreed to an alternate Agreement period. The 2-County Region shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the 2-County Region and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 2-County Region 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 11. Miscellaneous

11.1 Assignment

(a) This Agreement may not be assigned by either the 2-County Region or the Operator or its rights sold by Operator except with the written consent of the 2-County Region or Operator or as further provided in this Article. The 2-County Region 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 the 2-County Region and/or any waste hauler may avail itself of the rights of the 2-County Region under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of the 2-County Region 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 the 2-County Region and the written consent of the 2-County Region.

(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.

11.2 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:

For the 2-County Region: _____ and _____

_____ _____

_____ _____

_____ _____

For the Operator: Thomas F. Adams
PO Box 4425
Lancaster, PA 17604-4425

Either the 2-County Region or Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

11.3 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 the 2-County Region 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. The 2-County Region and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

11.4 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, the 2-County Region 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 the 2-County Region 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.

11.5 Change of Ownership

In the event of any change of control or ownership of the Operator's Facility, the 2-County Region 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..

11.6 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.

11.7 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.

11.8 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.

11.9 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 the 2-

County Region and the Operator, or as constituting the Operator the general representative or general agent of the 2-County Region for any purpose whatsoever.

11.10 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.

11.11 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.

11.12 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.

Article 12. Integrated Waste and Recyclables Management Program Support

12.1 Minimum Annual Processing/ Disposal Capacity Donation for Non-Profit Activities

100 tons/year

12.2 Negotiated Integrated Waste and Recyclables Management Program Support

See Exhibit C

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.

2-COUNTY REGIONAL REPRESENTATIVES

For Mifflin County:

By: _____

Date: 6/25/14 Title: CHAIRMAN

For Juniata County:

By: _____

Date: 5/27/14 Title: Chairman

OPERATOR

By: _____

Date: 4-10-14 Title: CEO

EXHIBIT A

CEILING GATE RATE FEES

Fee Schedule from Operator's SOI Submittal Form
Not-to-Exceed Tipping Fees for Multiple Types of
Municipal Waste (and Residual Waste, if
Applicable) by Contract Year

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 the 2-County Region. The Respondent should **not** include any proposed contribution to a proposed integrated waste and recycling sustainability program as part of its maximum tipping fee in this Price Submission.

PROCESSING/ DISPOSAL ONLY

Contract Year*	Municipal Waste		Construction/ Demolition Waste (C&D)		Municipal Sewage Sludge**		Infectious & Chemotherapeutic Waste (ICW)	
	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2015	$65	CPI	NA		NA		NA	
2016		CPI						
2017		CPI						
2018		CPI						
2019		CPI						
2020		CPI						
2021		CPI						
2022		CPI						
2023		CPI						
2024		CPI						

* Anticipated first year of operation under this contract is 2015.

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

_____

*** 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).

Waste Type	Residual		(list)		(list)	
Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**
2015	$100	CPI	NA		NA	
2016		CPI				
2017		CPI				
2018		CPI				
2019		CPI				
2020		CPI				
2021		CPI				
2022		CPI				
2023		CPI				
2024		CPI				

* Respondent acknowledges that the costs presented above reflect an anticipated first year of operation under the contract is 2015.

** May be left blank if fixed price/ton information is provided for all years.

Other not-to-exceed proposed rate schedules for materials from the 2-County Region, such as bulky waste fees (list item and provide or attach rate structure):

NA

EXHIBIT B

FACILITY HOURS

Hours that the Operator's Facility is Open to
Accept Waste from the 2-County Region

LCSWMA™

1299 HARRISBURG PIKE | PO BOX 4425 | LANCASTER, PA 17604
PHONE: 717-397-9968 | FAX: 717-397-9973
www.lcswma.org

EXHIBIT B

LANCASTER WASTE TO ENERGY

WASTE ACCEPTANCE HOURS

6:00 AM – 4:00 PM Monday – Friday

7:00 AM – 11:00 AM Saturday

EXHIBIT C

INTEGRATED WASTE AND RECYCLABLES SYSTEM SUPPORT

Operator's Offer, from the SOI Submittal, to Support
the Sustainability of the Integrated Waste and
Recyclables Management System in the
2-County Region

help identify ways in which it may support the provision of sustainable expanded programs for integrated waste and recyclables management in the 2-County Region. While provision of these services is an optional component of this SOI, the 2-County Region 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 the enhancement and expansion of the 2-County Region's Integrated Waste and Recyclables Management Program, as further described in the 2-County Regional Plan, 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 of these critical and important components of the 2-County Regional Plan.

These optional ideas and concepts provided by Respondents may be further discussed and refined through the follow up interview and clarification process with the 2-County Region as described in the SOI text.

Response: LCSWMA could offer support for recycling programs mainly through cooperative contracting of services. The services could include e-waste drop off locations throughout the 2-County Region, cooperative contracts for curbside recyclables collected and delivered to MRF's (to maximize revenues through economies of scale) and further development of corrugated cardboard drop-offs throughout the Region. LCSWMA has vast experience in recycling program development: The permanent household hazardous waste facility in Lancaster receives over 2 million pounds of e-waste each year; the County has reached a 43% recycling rate; and over 90% of the residents in the County have access to curbside recycling or a drop-off facility in their municipality. LCSWMA is willing to work with the 2-County Region to help meet their recycling program goals._____

_____

_____

_____

_____

_____

_____

(attach additional pages as necessary)

EXHIBIT D

DISPOSAL CAPACITY COMMITMENTS

Operator's Waste Disposal Capacity Commitment to the 2-County Region, from the SOI Submittal

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 the 2-County Region that will be accepted for processing or disposal during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage of Facility	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Day - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Week - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Year - from the 2-County Region*
Conventional Municipal Waste	**Y**	**1,200**	**27**	**192**	**5,000**
Construction/Demolition Waste (C&D)	**N**				
Municipal Sewage Sludge	**N**				
Infectious & Chemotherapeutic Waste (ICW)	**N**				
Other (specify) Residual_____	**Y**	**1,200**	**27**	**192**	**5,000**
Other (specify)**_____	**N**				

* Please note "All" if there are no specified maximum limits; commitment here is for Mifflin and Juniata Counties' waste, plus any additional waste from the Region managed by the Mifflin County Solid Waste Authority

** Attach additional pages if more types of waste need to be included

d. Minimum sludge characteristics required: % Solids _____NA

Other requirements?:_____

_____

e. Will bulky wastes be accepted? ☐ Yes ☒ No

If yes, specify tonnage: _____ (tons/day or tons/year)

If yes, lists types and other requirements?: NA_____

_____

_____

_____

f. Is Respondent willing to accept Residual Waste at its facility? ☒ Yes ☐ No
If yes, specify tonnage: _5,000_____ (tons/day or tons/year)

If yes, lists types and other requirements: Case by case basis with prior consent by LCSWMA_____

_____

_____

g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 0.5% of your daily commitment to accept 2-County Regional waste, or a minimum of 100 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events? ☒ Yes ☐ No
If yes, please specify annual tonnage donation: ___100____ (tons/year)

2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with the 2-County Region on the manner in which they may be able to provide support for an enhanced and sustainable integrated waste and recyclables management program serving the 2-County Region, 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 the 2-County Region?
☒ Yes
☐ No

b. Does Respondent affirm its willingness to enter good faith discussions with the 2-County Region to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for the 2-County Region?
☒ Yes
☐ No

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
ONE TOWNE SQUARE, SUITE 1100
SOUTHFIELD, MI 48076

00355 -00355-RAFF-14/15

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	
INSURER B : N/A	N/A
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
LANCASTER COUNTY SOLID WASTE
MANAGEMENT AUTHORITY
PO BOX 4425
LANCASTER, PA 17604-4425

COVERAGES

CERTIFICATE NUMBER: CHI-004886478-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GLO4373245	04/01/2014	04/01/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAP4373246	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC4373244	04/01/2014	04/01/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Juniata County Board of Commissioners is included as an additional insured for general liability and auto liability as required by written contract or written agreement, per policy terms and conditions.
WORKERS' COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES (ND, OH, WA AND WY), PUERTO RICO OR THE VIRGIN ISLANDS.

CERTIFICATE HOLDER

JUNIATA COUNTY BOARD OF COMMISSIONERS
P.O. BOX 68
MIFFLINTOWN, PA 17059

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
John C Hurley

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
ONE TOWNE SQUARE, SUITE 1100
SOUTHFIELD, MI 48076

00355 -00355-RAFF-14/15

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	
INSURER B : N/A	N/A
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
LANCASTER COUNTY SOLID WASTE
MANAGEMENT AUTHORITY
PO BOX 4425
LANCASTER, PA 17604-4425

COVERAGES

CERTIFICATE NUMBER: CHI-004886417-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			GLO4373245	04/01/2014	04/01/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			BAP4373246	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC4373244	04/01/2014	04/01/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Mifflin County Solid Waste Authority is included as an additional insured for general liability and auto liability as required by written contract or written agreement, per policy terms and conditions.
WORKERS' COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES (ND, OH, WA AND WY), PUERTO RICO OR THE VIRGIN ISLANDS.

CERTIFICATE HOLDER

MIFFLIN COUNTY SOLID WASTE AUTHORITY
P.O. BOX 390
87 LANDFILL ROAD
LEWISTOWN, PA 17044

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
John C Hurley

LCSWMA - Susquehanna

Resource Management Complex

MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT

COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 25 day of June, 2014 by and among the 2-County Region, made up of Mifflin and Juniata Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats, hereinafter the "2-County Region," and LCSWMA ("Operator").

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires Mifflin and Juniata Counties ("2-County Region"), as part of its Regional Municipal Waste Management Plan ("Regional Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within the 2-County Region for a period of at least ten (10) years. Under an Intergovernmental Agreement, the 2-County Region is cooperating in the development of the 2-County Regional Plan. On behalf of the 2-County Region, 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 the 2-County Region, 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 2015. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by the 2-County Region. 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 the 2-County Region.

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:

2-County Region. The two-County Region of Mifflin and Juniata Counties, Pennsylvania.

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, Commonwealth Act of July 28, 1988, No. 101, as amended.

Agreement. The Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement among the 2-County Region and the Operator's Facility, as amended, supplemented or extended.

Alternative Facility. Any duly licensed or permitted facility designated by the Operator to accept 2-County Region-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.

Operator. Susquehanna Resource Management Complex (SRMC), 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 Harrisburg, Dauphin 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.

Regional Plan. The 2-County Regional Municipal Solid Waste Management Plan being prepared by or on behalf of the 2-County Region, 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 the 2-County Region

The 2-County Region represents and warrants that:

(a) Mifflin and Juniata Counties are political subdivisions of the Commonwealth of Pennsylvania, acting by and through their duly authorized officials, have agreed to cooperatively plan and implement solid waste management and recycling measures through an Act 101 Regional Municipal Waste Management Planning process in accordance with an Intergovernmental Agreement, and are duly authorized under Act 101 to delegate their duties to carry on certain governmental functions such as those outlined in a Delegation of Powers Agreement between Mifflin County and the Mifflin County Solid Waste Authority related to the planning and implementation of Mifflin County's duties under the Regional Plan.

(b) The two counties represented by the 2-County Region have 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 the 2-County Region pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the counties and will constitute a legal, valid and binding obligation of the counties.

(d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the 2-County Region, threatened against or adversely affecting the ability of the 2-County Region to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to the 2-County Region 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 the 2-County Region'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 the 2-County Region a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the 2-County Region.

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, the 2-County Region hereby agrees to include the Operator's Facility in its Regional Plan as a designated processing/ disposal facility for municipal waste generated in the 2-County Region. The Operator acknowledges that this Agreement is nonexclusive and the 2-County Region 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 the 2-County Region and the Operator and at no time during the term of this Agreement shall the 2-County Region 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 (contained in Exhibit D of this agreement and incorporated herein by reference):

(a) The 2-County Region 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 the 2-County Region.

(b) The 2-County Region or any waste hauler shall notify the Operator that it intends to exercise its right to deliver Acceptable Waste to the Operator's Facility prior to commencing the delivery of such waste.

(c) In accordance with Operator's commitments to accept waste as contained in Exhibit D, the Operator shall provide processing and/or disposal capacity as may be needed by the 2-County Region for Acceptable Waste generated within the geographic boundaries of the 2-County Region and that the 2-County Region 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 2-County Region residents in small vehicles. The Operator and the 2-County Region shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) 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.

(e) 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 2-County Region's waste haulers and occasional 2-County Region individual residents delivering municipal waste from the 2-County Region 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. The 2-County Region 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 as Exhibit B and incorporated herein by reference.

(b) If the 2-County Region 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 the 2-County Region, 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 the 2-County Region 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 2-County Region-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 the counties represented by the 2-County Region will be directed to the Operator. In the event the Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the 2-County Region 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. 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.

5.1 Basic Reporting Requirements

(a) The Operator shall provide the 2-County Region with quarterly reports of all types and origin of waste generated in the 2-County Region and delivered to the Operator's Facility by waste haulers and occasional individual 2-County Region residents, along with any fees due to the 2-County Region from the Operator. These reports shall include the totals by month for each type of waste. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the 2-County Region, copies of such reports may be submitted to the 2-County Region to comply with the Operator's reporting requirements.

(b) Along with quarterly reports, the Operator shall provide: (i) names of waste haulers delivering loads of 2-County Region-generated wastes; and (ii) a statement that the Operator's permit for the Operator's Facility has not been revoked or suspended, that the Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, DEP and 2-County Region regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

The Operator shall provide written notice to the 2-County Region 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.

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the 2-County Region and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of 2-County Region-generated municipal waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

Article 6. Tipping Fees and Other Charges

6.1 Tipping Fees

(a) The Operator shall not charge a tipping fee to any 2-County Region waste hauler or occasional individual 2-County Region 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 2-County Region fees.

(b) The 2-County Region 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 the 2-County Region 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.

6.2 Negotiated 2-County Region Fees

Not part of this Agreement

Article 7. 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. The 2-County Region 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) The Counties/ Authority represented by the 2-County Region 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 each of the two Counties/ Authority with a thirty (30) day notice of cancellation.

Article 8. Indemnification

8.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties/ Authority comprising the 2-County Region, their officers, members, employees, agents, contractors and subcontractors (2-County Region indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the 2-County Region 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 2-County Region 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 2-County Region indemnified party.

8.2 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 the 2-County Region, be entitled to cooperate with the 2-County Region with respect to the defense. With the written consent of the 2-County Region, the Operator may assume the defense or represent the interests of the 2-County Region 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 the 2-County Region and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the 2-County Region and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the 2-County Region 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 Mifflin County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.

9.2 Events of Default by 2-County Region

The persistent or repeated failure or refusal by the 2-County Region to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the 2-County Region 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 the 2-County Region 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 the 2-County Region; and

(b) The 2-County Region 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 the 2-County Region shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the 2-County Region's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the 2-County Region is continuing to take reasonable steps to cure such default within the earliest practicable time.

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the 2-County Region or its waste haulers or occasional individual 2-County Region residents delivered to the Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement.

9.4 Force Majeure

Neither the Operator nor the 2-County Region 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 the 2-County Region and which the Operator or 2-County Region 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 the 2-County Region within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 2-County Region 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2015 or, if later, the date that the DEP approves the Regional Plan. The Operator shall begin to accept waste deliveries from 2-County Region sources under the terms and conditions of this Agreement on this date.

10.2 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 expire at the end of the first term (five (5) years from the effective date), unless the 2-County Region has exercised its right to renew the Agreement or agreed to an alternate Agreement period. The 2-County Region shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the 2-County Region and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 2-County Region 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 11. Miscellaneous

11.1 Assignment

(a) This Agreement may not be assigned by either the 2-County Region or the Operator or its rights sold by Operator except with the written consent of the 2-County Region or Operator or as further provided in this Article. The 2-County Region 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 the 2-County Region and/or any waste hauler may avail itself of the rights of the 2-County Region under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of the 2-County Region 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 the 2-County Region and the written consent of the 2-County Region.

(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.

11.2 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:

For the 2-County Region: _____ and _____

_____ _____

_____ _____

_____ _____

For the Operator: Thomas F. Adams
PO Box 4425
Lancaster, PA 17604-4425

Either the 2-County Region or Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

11.3 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 the 2-County Region 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. The 2-County Region and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

11.4 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, the 2-County Region 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 the 2-County Region 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.

11.5 Change of Ownership

In the event of any change of control or ownership of the Operator's Facility, the 2-County Region 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..

11.6 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.

11.7 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.

11.8 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.

11.9 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 the 2-

County Region and the Operator, or as constituting the Operator the general representative or general agent of the 2-County Region for any purpose whatsoever.

11.10 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.

11.11 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.

11.12 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.

Article 12. Integrated Waste and Recyclables Management Program Support

12.1 Minimum Annual Processing/ Disposal Capacity Donation for Non-Profit Activities

None (0 tons/year).

12.2 Negotiated Integrated Waste and Recyclables Management Program Support

See Exhibit C

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.

2-COUNTY REGIONAL REPRESENTATIVES

For Mifflin County:

By: _____

Date: 6/25/14 Title: CHAIRMAN

For Juniata County:

By: _____

Date: 5/27/14 Title: Chairman

OPERATOR

By: _____

Date: 4-10-14 Title: CEO

EXHIBIT A

CEILING GATE RATE FEES

Fee Schedule from Operator's SOI Submittal Form
Not-to-Exceed Tipping Fees for Multiple Types of
Municipal Waste (and Residual Waste, if
Applicable) by Contract Year

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 the 2-County Region. The Respondent should **not** include any proposed contribution to a proposed integrated waste and recycling sustainability program as part of its maximum tipping fee in this Price Submission.

PROCESSING/ DISPOSAL ONLY

Contract Year*	Municipal Waste		Construction/ Demolition Waste (C&D)		Municipal Sewage Sludge**		Infectious & Chemotherapeutic Waste (ICW)	
	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2015	$65	CPI	$80	CPI	NA		NA	
2016		CPI		CPI				
2017		CPI		CPI				
2018		CPI		CPI				
2019		CPI		CPI				
2020		CPI		CPI				
2021		CPI		CPI				
2022		CPI		CPI				
2023		CPI		CPI				
2024		CPI		CPI				

* Anticipated first year of operation under this contract is 2015.

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

_____

*** 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).

Waste Type	Residual		(list)		(list)	
Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**
2015	$100	CPI	NA		NA	
2016		CPI				
2017		CPI				
2018		CPI				
2019		CPI				
2020		CPI				
2021		CPI				
2022		CPI				
2023		CPI				
2024		CPI				

* Respondent acknowledges that the costs presented above reflect an anticipated first year of operation under the contract is 2015.

** May be left blank if fixed price/ton information is provided for all years.

Other not-to-exceed proposed rate schedules for materials from the 2-County Region, such as bulky waste fees (list item and provide or attach rate structure):

NA

EXHIBIT B

FACILITY HOURS

Hours that the Operator's Facility is Open to
Accept Waste from the 2-County Region

LCSWMA™

1299 HARRISBURG PIKE | PO BOX 4425 | LANCASTER, PA 17604
PHONE: 717-397-9968 | FAX: 717-397-9973
www.lcswma.org

EXHIBIT B

SUSQUEHANNA RESOURCE MANAGEMENT COMPLEX

WASTE ACCEPTANCE HOURS

6:00 AM – 4:00 PM Monday – Friday

7:00 AM – 11:00 AM Saturday

EXHIBIT C

INTEGRATED WASTE AND RECYCLABLES SYSTEM SUPPORT

Operator's Offer, from the SOI Submittal, to Support
the Sustainability of the Integrated Waste and
Recyclables Management System in the
2-County Region

help identify ways in which it may support the provision of sustainable expanded programs for integrated waste and recyclables management in the 2-County Region. While provision of these services is an optional component of this SOI, the 2-County Region 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 the enhancement and expansion of the 2-County Region's Integrated Waste and Recyclables Management Program, as further described in the 2-County Regional Plan, 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 of these critical and important components of the 2-County Regional Plan.

These optional ideas and concepts provided by Respondents may be further discussed and refined through the follow up interview and clarification process with the 2-County Region as described in the SOI text.

Response: LCSWMA could offer support for recycling programs mainly through cooperative contracting of services. The services could include e-waste drop off locations throughout the 2-County Region, cooperative contracts for curbside recyclables collected and delivered to MRF's (to maximize revenues through economies of scale) and further development of corrugated cardboard drop-offs throughout the Region. LCSWMA has vast experience in recycling program development: The permanent household hazardous waste facility in Lancaster receives over 2 million pounds of e-waste each year; the County has reached a 43% recycling rate; and over 90% of the residents in the County have access to curbside recycling or a drop-off facility in their municipality. LCSWMA is willing to work with the 2-County Region to help meet their recycling program goals._____

_____

_____

_____

_____

_____

_____

(attach additional pages as necessary)

EXHIBIT D

DISPOSAL CAPACITY COMMITMENTS

Operator's Waste Disposal Capacity Commitment to the 2-County Region, from the SOI Submittal

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 the 2-County Region that will be accepted for processing or disposal during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage of Facility	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Day - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Week - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Year - from the 2-County Region*
Conventional Municipal Waste	**Y**	**800**	**27**	**192**	**5,000**
Construction/Demolition Waste (C&D)	**Y**		**3**	**142**	**1,000**
Municipal Sewage Sludge	**N**				
Infectious & Chemotherapeutic Waste (ICW)	**N**				
Other (specify) Residual_____	**Y**	**800**	**27**	**192**	**5,000**
Other (specify)**_____	**N**				

* Please note "All" if there are no specified maximum limits; commitment here is for Mifflin and Juniata Counties' waste, plus any additional waste from the Region managed by the Mifflin County Solid Waste Authority

** Attach additional pages if more types of waste need to be included

d. Minimum sludge characteristics required: % Solids _____NA

Other requirements?:_____

_____

e. Will bulky wastes be accepted? ☐ Yes ☒ No

If yes, specify tonnage: _____ (tons/day or tons/year)

If yes, lists types and other requirements?: NA_____

_____

_____

_____

f. Is Respondent willing to accept Residual Waste at its facility? ☒ Yes ☐ No
If yes, specify tonnage: __5,000 tons/year_____ (tons/day or tons/year)

If yes, lists types and other requirements: Case by case basis with prior consent by LCSWMA_____

_____

_____

g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 0.5% of your daily commitment to accept 2-County Regional waste, or a minimum of 100 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events? ☐ Yes ☒ No
If yes, please specify annual tonnage donation: _____ (tons/year)

2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with the 2-County Region on the manner in which they may be able to provide support for an enhanced and sustainable integrated waste and recyclables management program serving the 2-County Region, 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 the 2-County Region?
☒ Yes
☐ No

b. Does Respondent affirm its willingness to enter good faith discussions with the 2-County Region to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for the 2-County Region?
☒ Yes
☐ No

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
ONE TOWNE SQUARE, SUITE 1100
SOUTHFIELD, MI 48076

00355 -00355-RAFF-14/15

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	
INSURER B : N/A	N/A
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
LANCASTER COUNTY SOLID WASTE
MANAGEMENT AUTHORITY
PO BOX 4425
LANCASTER, PA 17604-4425

COVERAGES

CERTIFICATE NUMBER: CHI-004886478-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC			GLO4373245	04/01/2014	04/01/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAP4373246	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC4373244	04/01/2014	04/01/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Juniata County Board of Commissioners is included as an additional insured for general liability and auto liability as required by written contract or written agreement, per policy terms and conditions.
WORKERS' COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES (ND, OH, WA AND WY), PUERTO RICO OR THE VIRGIN ISLANDS.

CERTIFICATE HOLDER

JUNIATA COUNTY BOARD OF COMMISSIONERS
P.O. BOX 68
MIFFLINTOWN, PA 17059

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
John C Hurley

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
ONE TOWNE SQUARE, SUITE 1100
SOUTHFIELD, MI 48076

00355 -00355-RAFF-14/15

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	
INSURER B : N/A	N/A
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
LANCASTER COUNTY SOLID WASTE
MANAGEMENT AUTHORITY
PO BOX 4425
LANCASTER, PA 17604-4425

COVERAGES

CERTIFICATE NUMBER: CHI-004886417-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GLO4373245	04/01/2014	04/01/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAP4373246	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC4373244	04/01/2014	04/01/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Mifflin County Solid Waste Authority is included as an additional insured for general liability and auto liability as required by written contract or written agreement, per policy terms and conditions.
WORKERS' COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES (ND, OH, WA AND WY), PUERTO RICO OR THE VIRGIN ISLANDS.

CERTIFICATE HOLDER

MIFFLIN COUNTY SOLID WASTE AUTHORITY
P.O. BOX 390
87 LANDFILL ROAD
LEWISTOWN, PA 17044

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
John C Hurley

Lycoming County

MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT

COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 25 day of June, 2014 by and among the 2-County Region, made up of Mifflin and Juniata Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats, hereinafter the "2-County Region," and Lycoming County ("Operator").

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires Mifflin and Juniata Counties ("2-County Region"), as part of its Regional Municipal Waste Management Plan ("Regional Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within the 2-County Region for a period of at least ten (10) years. Under an Intergovernmental Agreement, the 2-County Region is cooperating in the development of the 2-County Regional Plan, 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 the 2-County Region, 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 2015. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by the 2-County Region. 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 the 2-County Region.

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:

2-County Region. The two-County Region of Mifflin and Juniata Counties, Pennsylvania.

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 , Commonwealth Act of July 28, 1988, No. 101, as amended.

Agreement. The Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement among the 2-County Region and the Operator's Facility, as amended, supplemented or extended.

Alternative Facility. Any duly licensed or permitted facility designated by the Operator to accept 2-County Region-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.

Operator. Lycoming County ~~Resource Management Services~~, 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 Montgomery, Lycoming 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.

Regional Plan. The 2-County Regional Municipal Solid Waste Management Plan being prepared by or on behalf of the 2-County Region, 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 the 2-County Region

The 2-County Region represents and warrants that:

(a) Mifflin and Juniata Counties are political subdivisions of the Commonwealth of Pennsylvania, acting by and through their duly authorized officials, have agreed to cooperatively plan and implement solid waste management and recycling measures through an Act 101 Regional Municipal Waste Management Planning process in accordance with an Intergovernmental Agreement, and are duly authorized under Act 101 to delegate their duties to carry on certain governmental functions such as those outlined in a Delegation of Powers Agreement between Mifflin County and the Mifflin County Solid Waste Authority related to the planning and implementation of Mifflin County's duties under the Regional Plan.

(b) The two counties represented by the 2-County Region have 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 the 2-County Region pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the counties and will constitute a legal, valid and binding obligation of the counties.

(d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the 2-County Region, threatened against or adversely affecting the ability of the 2-County Region to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to the 2-County Region 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 political subdivision of the Commonwealth 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 the 2-County Region's Solicitation of Interest, attached hereto and incorporated herein by reference, the Operator is not a subsidiary of any parent.

2.3 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, the 2-County Region hereby agrees to include the Operator's Facility in its Regional Plan as a designated processing/ disposal facility for municipal waste generated in the 2-County Region. The Operator acknowledges that this Agreement is nonexclusive and the 2-County Region 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 the 2-County Region and the Operator and at no time during the term of this Agreement shall the 2-County Region 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 (Contained in Exhibit D of this agreement and incorporated herein by reference):

(a) The 2-County Region 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 the 2-County Region.

(b) The 2-County Region or any waste hauler shall notify the Operator that it intends to exercise its right to deliver Acceptable Waste to the Operator's Facility prior to commencing the delivery of such waste.

(c) In accordance with Operator's commitments to accept waste as contained in Exhibit D, the Operator shall provide processing and/or disposal capacity as may be needed by the 2-County Region for Acceptable Waste generated within the geographic boundaries of the 2-County Region and that the 2-County Region 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 2-County Region residents in small vehicles. The Operator and the 2-County Region shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) 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.

(e) 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 2-County Region's waste haulers and occasional 2-County Region individual residents delivering municipal waste from the 2-County Region 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. The 2-County Region 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 as Exhibit B and incorporated herein by reference.

(b) If the 2-County Region 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 the 2-County Region, 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 the 2-County Region 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 2-County Region-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 the counties represented by the 2-County Region will be directed to the Operator. In the event the Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the 2-County Region 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. 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.

5.1 Basic Reporting Requirements

(a) The Operator shall provide the 2-County Region with quarterly reports of all types and origin of waste generated in the 2-County Region and delivered to the Operator's Facility by waste haulers and occasional individual 2-County Region residents, along with any fees due to the 2-County Region from the Operator. These reports shall include the totals by month for each type of waste. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the 2-County Region, copies of such reports may be submitted to the 2-County Region to comply with the Operator's reporting requirements.

(b) Along with quarterly reports, the Operator shall provide: (i) names of waste haulers delivering loads of 2-County Region-generated wastes; and (ii) a statement that the Operator's permit for the Operator's Facility has not been revoked or suspended, that the Operator is in substantial compliance with all the terms and conditions of its permit, the

provisions of the Solid Waste Management Act, and all applicable federal, state, DEP and 2-County Region regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

The Operator shall provide written notice to the 2-County Region 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.

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the 2-County Region and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of 2-County Region-generated municipal waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

Article 6. Tipping Fees and Other Charges

6.1 Tipping Fees

(a) The Operator shall not charge a tipping fee to any 2-County Region waste hauler or occasional individual 2-County Region 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 2-County Region fees.

(b) The 2-County Region 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 the 2-County Region 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.

6.2 Negotiated 2-County Region Fees

Not part of this Agreement

Article 7. 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.

(b) The Counties/ Authority represented by the 2-County Region 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 each of the two Counties/ Authority with a thirty (30) day notice of cancellation.

Article 8. Indemnification

8.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties/ Authority comprising the 2-County Region, their officers, members, employees, agents, contractors and subcontractors (2-County Region indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the 2-County Region 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 2-County Region 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 2-County Region indemnified party.

8.2 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 the 2-County Region, be entitled to cooperate with the 2-County Region with respect to the defense. With the written consent of the 2-County Region, the Operator may assume the defense or represent the interests of the 2-County Region 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 the 2-County Region and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the 2-County Region and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the 2-County Region 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 Lycoming County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.

9.2 Events of Default by 2-County Region

The persistent or repeated failure or refusal by the 2-County Region to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the 2-County Region 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 the 2-County Region 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 the 2-County Region; and

(b) The 2-County Region 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 the 2-County Region shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the 2-County Region's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the 2-County Region is continuing to take reasonable steps to cure such default within the earliest practicable time.

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the 2-County Region or its waste haulers or occasional individual 2-County Region residents delivered to the Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement.

9.4 Force Majeure

Neither the Operator nor the 2-County Region 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 the 2-County Region and which the Operator or 2-County Region 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 the 2-County Region within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 2-County Region 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2015 or, if later, the date that the DEP approves the Regional Plan. The Operator shall begin to accept waste deliveries from 2-County Region sources under the terms and conditions of this Agreement on this date.

10.2 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 expire at the end of the first term (five (5) years from the effective date), unless the 2-County Region has exercised its right to renew the Agreement or agreed to an alternate Agreement period. The 2-County Region shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the 2-County Region and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 2-County Region 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 11. Miscellaneous

11.1 Assignment

(a) This Agreement may not be assigned by either the 2-County Region or the Operator or its rights sold by Operator except with the written consent of the 2-County Region or Operator or as further provided in this Article. The 2-County Region 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 the 2-County Region and/or any waste hauler may avail itself of the rights of the 2-County Region under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of the 2-County Region 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 the 2-County Region and the written consent of the 2-County Region.

(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.

11.2 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:

For the 2-County Region: _____ and _____

_____ _____

_____ _____

_____ _____

For the Operator: Director

Lycoming County Resource Management Services
P.O. Box 187
Montgomery PA 17752

Either the 2-County Region or Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

11.3 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 Services Agreement between the 2-County Region 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. The 2-County Region and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

11.4 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, the 2-County Region 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 the 2-County Region 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.

11.5 Change of Ownership

In the event of any change of control or ownership of the Operator's Facility, the 2-County Region 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..

11.6 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.

11.7 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.

11.8 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.

11.9 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 the 2-County Region and the Operator, or as constituting the Operator the general representative or general agent of the 2-County Region for any purpose whatsoever.

11.10 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.

11.11 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.

11.12 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.

Article 12. Integrated Waste and Recyclables Management Program Support

12.1 Minimum Annual Processing/ Disposal Capacity Donation for Non-Profit Activities

None (0 tons/year)

12.2 Negotiated Integrated Waste and Recyclables Management Program Support

See Exhibit C

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.

2-COUNTY REGIONAL REPRESENTATIVES

For Mifflin County:

By: _____

Date: 6/25/14 Title: CHAIRMAN

For Juniata County:

By: _____

Date: 5/27/14 Title: Chairman

OPERATOR

By: _____

Date: 4-10-14 Title: Commissioner

EXHIBIT A

CEILING GATE RATE FEES

Fee Schedule from Operator's SOI Submittal Form
Not-to-Exceed Tipping Fees for Multiple Types of
Municipal Waste (and Residual Waste, if
Applicable) by Contract Year

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 the 2-County Region. The Respondent should **not** include any proposed contribution to a proposed integrated waste and recycling sustainability program as part of its maximum tipping fee in this Price Submission.

PROCESSING/ DISPOSAL ONLY

Contract Year*	Municipal Waste		Construction/ Demolition Waste (C&D)		Municipal Sewage Sludge**		Infectious & Chemotherapeutic Waste (ICW)	
	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2015	74.84	1.03	74.84	1.03	45.91	1.03	57.50	1.03
2016	76.87	1.03	76.87	1.03	47.07	1.03	59.01	1.03
2017	78.96	1.03	78.96	1.03	48.26	1.03	60.56	1.03
2018	81.11	1.03	81.11	1.03	49.49	1.03	62.16	1.03
2019	83.32	1.03	83.32	1.03	50.76	1.03	63.81	1.03
2020	85.61	1.03	85.61	1.03	52.07	1.03	65.50	1.03
2021	87.96	1.03	87.96	1.03	53.41	1.03	67.25	1.03
2022	90.38	1.03	90.38	1.03	54.80	1.03	69.05	1.03
2023	92.87	1.03	92.87	1.03	56.22	1.03	70.91	1.03
2024	95.44	1.03	95.44	1.03	57.69	1.03	72.81	1.03

* Anticipated first year of operation under this contract is 2015.

** Please specify the adjustment in unit cost for variations in sludge characteristics (if applicable): **See Attachment:** LCRMS reserves the right to add a nitrogen

surcharge to sludge if regulation is passed that impacts the cost of the landfill to discharge leachate above domestic rates.

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).

Waste Type	(list)		(list)		(list)	
Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**
2015						
2016						
2017						
2018						
2019						
2020						
2021						
2022						
2023						
2024						

* Respondent acknowledges that the costs presented above reflect an anticipated first year of operation under the contract is 2015.

** May be left blank if fixed price/ton information is provided for all years.

Other not-to-exceed proposed rate schedules for materials from the 2-County Region, such as bulky waste fees (list item and provide or attach rate structure):

_____

_____

_____

_____

_____

_____

_____

EXHIBIT B

FACILITY HOURS

Hours that the Operator's Facility is Open to
Accept Waste from the 2-County Region

Exhibit B

LYCOMING COUNTY RESOURCE MANAGEMENT SERVICES
LANDFILL DISPOSAL FACILITY FEE SCHEDULE

2014 FEES Effective January 1, 2014

Hours: Monday - Friday 7:00 am - 4:30 pm; Saturday 7:00 am - 12:00 pm

447 Alexander Drive, P.O. Box 187, Montgomery, PA 17752-0187

PHONE: (800) 326-9571 or (570) 547-1870 or (570) 567-2600 **FAX**: (570) 547-6534

A MINIMUM fee of $15.00 is charged on EACH transaction*

(* Certified Waste Haulers and Commercial Hauling Enterprises are exempt from the minimum fee)

CUSTOMER TYPE	DISPOSAL FEE	PA STATE RECYCLING FEE	HOST MUNICIPAL BENEFIT FEE	ENVIRON. STWD FUND
Individual Residents[1]	$60.05/Ton	$2/Ton	$1/Ton	$4.25/Ton
Commercial Business Accts[1] Industrial Generator Accts[1] Commercial Hauling Enterprise Accts[1]	$44.65/Ton	$2/Ton	$1/Ton	$4.25/Ton
Certified Waste Haulers[1]	$40.80/Ton	$2/Ton	$1/Ton	$4.25/Ton

EACH LOAD MUST BE TARPED; SORRY NO PERSONAL CHECKS ACCEPTED

1. **Municipal Solid Waste**

[1]Rates listed are for MSW generated in the Counties naming Lycoming County Landfill in their solid waste plans.

2. **MSW Miscellaneous Fees, Individual Residents:**

Automobiles:	$15.00	(cars, station wagons) If Gross wt. is >4200 lbs, reweigh required.
Pickup Trucks:	$15.00	(1/2 Ton Pickups, Vans) If Gross wt. is >5500 lbs, reweigh required.
Full-Sized Pickups:	$15.00	(3/4 Ton Pickups and greater) If Gross wt. is >6600 lbs, reweigh required.
Trailer attached to any of the above:	$15.00	Price according to weight w/$15 min., each load reweighed.

3. **Miscellaneous Service Fees:**

White Goods without Refrigerant:	No Charge with certification of evacuation by authorized vendor
White Goods containing Refrigerant:	$15.00 per appliance
Cleanup Costs:	Equipment rental cost and operator time plus any additional fees associated with cleanup.

4. **Industrial Residuals:** (See Definitions)

Rates will be established on an individual basis. A letter of notification will be sent to individual customers.

5. **Asbestos:** (See Definitions)

	Disposal Fee	State Recycling Fee	Host Benefit Fee	Environ. Stwd Fund
Friable and Non-Friable Asbestos	$57.55/Ton	$2/Ton	$1/Ton	$4.25/Ton

6. **Tires:****

P/LT/R Series (as listed below)	Disposal Fee	Recycling Fee	Host Benefit Fee	Environ. Stwd Fund
Tires P/LT/R Series (Whole Loads)	$96.75/Ton	N/A	N/A	N/A
Car/Sm Truck Tires (P / LT Series)	$3.00 each	N/A	N/A	N/A
Over-the-Road Truck Tires (R Series: 17" – 24.5")	$5.00 each	N/A	N/A	N/A
Farm, Tractor & Heavy Equipment Tires (over 24.5")	$498.75/Ton	N/A	N/A	N/A

**Tires must be brought to the Landfill separately from other wastes. However, if tires are found mixed in other wastes at the time of disposal, an additional fee in addition to the original charge without reduction in weight for tires, will be added according to the tire size and number of tires found. The Standard Fee listed above is for whole, pneumatic, round, clean, and dry tires, which have the integrity to roll. This includes car, truck, ATV, golf cart, racing slicks, wheelbarrow, motorcycle, bicycle and mini bike tires. Tractor and Heavy Equipment tires include tires from farming equipment, heavy equipment such as graders, backhoes, etc., and airplane tires. Tire pieces, scrap sidewalls, tubes and wheels are not acceptable for recycling purposes. Tires will not be accepted for disposal without prior approval.

7. **Clean Wood Wastes:** (See Definition)

	Disposal Fee	State Recycling Fee	Host Benefit Fee	Environ. Stwd Fund
Participating Counties Rate	$19.30/Ton	N/A	N/A	N/A

Sorting Costs: If unacceptable wood or other waste products are found in loads received at the clean wood site, a $10/hour sorting cost will be charged for the sorting of those items that are not acceptable. The unacceptable items will be weighed and charged at appropriate rates to the customer.

8. **Construction/Demolition Wastes:** (See Definition)

CUSTOMER TYPE	DISPOSAL FEE	PA STATE RECYCLING FEE	HOST MUNICIPAL BENEFIT FEE	ENVIRON. STWD FUND
Individual Residents[1]	$60.05/Ton	$2/Ton	$1/Ton	$4.25/Ton
Commercial Business Accts[1] Industrial Generator Accts[1] Commercial Hauling Enterprise Accts[1]	$44.65/Ton	$2/Ton	$1/Ton	$4.25/Ton
Certified Waste Haulers[1]	$40.80/Ton	$2/Ton	$1/Ton	$4.25/Ton

[1]Rates listed are for MSW generated in the Counties naming Lycoming County Landfill in their solid waste plans.

9. **Outbound Single-Ground Wood Material:** $10.00/Ton

This material is available for pick-up on Monday, Wednesday, and Friday from 7:00 a.m. through 2:30 p.m. on a first come / first serve basis.

DEFINITIONS:

Certified Waste Hauler - A business enterprise trading in the solid waste industry, utilizing commercial grade solid waste industry vehicles (which includes one or more of the following: Packer, Roll-off Vehicle, Truck Tractor/Combinations) in the performance of their service for at least 75% of disposal transactions on a monthly basis, are subject to the PaDEP's rules and regulations, and conform to PA Code, Title 25, Chapter 285 – Storage, Collection, and Transportation Regulations, for collection and transportation of solid waste. Certified Waste Haulers are also required to carry automobile liability insurance with a combined single limit of $1,000,000. Hauler agrees to allow placement of a vehicle identifying sticker on each vehicle at a location easily viewable by weighmasters and chosen by RMS personnel.

Commercial Hauling Enterprise – A business enterprise, trading in the solid waste industry utilizing vehicles capable of mechanically dumping or discharging the waste from the vehicle (which includes dump trucks but excludes dumping trailers regardless of the vehicle they are attached to), in the performance of their service for at least 50% of disposal transactions on a monthly basis. These business enterprises are subject to the PaDEP's rules and regulations for collection and transportation of solid waste, and utilize LCRMS facilities at least three times per week and dispose at least 1,000 pounds, (.5 tons) of waste per transaction on average. Commercial Hauling Enterprises are also required to carry automobile liability insurance with a combined single limit of $1,000,000. Hauler agrees to allow placement of a vehicle identifying sticker on each vehicle at a location easily viewable by weighmasters and chosen by RMS personnel.

Commercial Business Accounts - Commercial enterprises, or non-profit enterprises including municipalities, schools, hospitals, and government agencies, that do not trade for profit in the solid waste industry, do not generate or dispose of industrial residual wastes. Commercial Business Accounts are required to carry automobile liability insurance with a combined single limit of $1,000,000 if they own vehicles that may be used in transportation for disposal at LCRMS facilities. Otherwise, must show proof of required insurance for each hauler this account utilizes for disposal transportation. If customer is hauler they agree to allow placement of a vehicle identifying sticker on each vehicle at a location easily viewable by weighmasters and chosen by RMS personnel.

Industrial Generator Accounts – A person generating and disposing approved waste through LCRMS's Form R, Waste Acceptance Plan. Industrial Generator Accounts delivering approved waste in their own vehicles are required to carry automobile liability insurance with a combined single limit of $1,000,000 if they own vehicles that may be used in transportation for disposal at LCRMS facilities. Otherwise, must show proof of required insurance for each hauler this account utilizes for disposal transportation. If customer is hauler they agree to allow placement of a vehicle identifying sticker on each vehicle at a location easily viewable by weighmasters and chosen by RMS personnel.

Individual Accounts - Persons requesting an account who do not meet any of the above account types and/or do not qualify due to lack of insurance and/or lack of defined equipment or utilization of equipment, and who utilize LCRMS facilities at least once per week and dispose at least 700 pounds, (.35 tons), of waste per transaction on average. If customer is hauler they agree to allow placement of a vehicle identifying sticker on each vehicle at a location easily viewable by weighmasters and chosen by RMS personnel.

Cash Customers - Persons who utilize LCRMS facilities on an infrequent basis and are not normally given an account. Customers may be given an account under this account type for approved, reasonable business related purposes.

White Goods – Appliances and other salvageable materials including, washing machines, dryers, refrigerators, freezers, air conditioners, dehumidifiers, dishwashers, hot water heaters, stoves, sheet iron, tin, and steel auto parts.

Cleanup Costs – Fees charged to customers for removal of waste dumped in improper disposal area, and for reloading and/or cleanup of wastes rejected for disposal. Fees may include personnel costs, testing fees, and any special handling fees associated with the load in question.

Asbestos – Wastes contaminated with, or containing asbestos, as defined by PaDEP.

Industrial Residual Waste – Those wastes meeting the permit conditions as approved in LCRMS's Form R section of the operating permit, and have been pre-approved for disposal at LCRMS. Wastes are subject to PA DEP regulations.

Clean Wood Waste – Acceptable clean wood includes, unpainted wood, (stained wood and wood with glue is acceptable), brush, limbs not exceeding 10" in diameter, pallets, skids, compressed wood fiber pallets, utility spools with hardware removed, plywood and waferboard. Clean wood may not contain non-wood items, any treated wood, plasterboard, creosote products, demolition waste, masonite, or painted wood.

Construction Demolition Waste - Solid waste resulting from the construction or demolition of buildings and other structures including, wood, plaster, roofing shingles, metals, asphalt substances, bricks, blocks, concrete, cardboard, styrofoam, insulation, plastic, empty buckets: (tar, paint, plaster), fire debris from structures only (excluding contents).

Holidays: The Lycoming County Resource Management Services facilities will be closed on the following listed Holidays:

New Year's Day, Wednesday, (January 1, 2014)
Memorial Day, Monday, (May 26, 2014)
Independence Day, Friday, (July 4, 2014)
Labor Day, Monday, (September 1, 2014)
Thanksgiving Day, Thursday, (November 27, 2014)
Christmas Day, Thursday, (December 25, 2014)

Operating Hours: Operating hours at the Landfill are: 7:00 am - 4:30 pm Monday through Friday, and 7:00 am - 12:00 noon on Saturday. Any waste delivered outside regular posted hours will be charged an additional $1/Ton for approved, pre-arranged dumping Monday through Saturday, and $2/Ton for approved, pre-arranged dumping on Sunday and listed Holidays. All out-of-hour, Sunday and Holiday deliveries must be pre-approved by Lycoming County Resource Management Services.

ALL RATES ARE SUBJECT TO CHANGE WITH 30 DAYS POSTED NOTICE OR AS REQUIRED BY LAW.

EXHIBIT C

INTEGRATED WASTE AND RECYCLABLES SYSTEM SUPPORT

Operator's Offer, from the SOI Submittal, to Support
the Sustainability of the Integrated Waste and
Recyclables Management System in the
2-County Region

Discussion on support for the enhancement and expansion of the "2-County Region's Integrated Waste and Recyclables Management Program.

Curbside Collection /Single Stream

By the beginning of 2015, LCRMS will have the single stream conversion of it's regional recycling center competed and fully operation. It is our intent to promote the same model of private public partnership present in Lycoming County to the Mifflin/ Juniata Area. In this model, citizens and industries use open subscription to choose the hauler which best meet their desired services. The open subscription model uses the free market to maintain the quality of services at competitive rates. The haulers are active participants in maintaining the quality of the recovered materials and play key roles in providing feedback directly to the generators. LCRMS contributes by maintaining cost effective processing and marketing of the recovered materials while providing monetary compensation to the hauler (or centralized collection point like the MCSWA Transfer Station) to bring quality materials for processing. The citizens benefit by combining their waste and recyclables collection from a single responsive vendor at a cost less than their 2014 costs.

This process:

1. Provides increases in recycling participation rates
2. Decreases the costs of building and maintaining additional drop off centers.
3. Reduces greenhouse gas emissions by allowing the haulers to maximize truck capacity utilization.
4. Uses the free market system to maximize collection efficiency and collection quality.
5. Eliminates the expense and need for municipally owned curbside collection vehicles.
6. Provides the citizens with the ability to recycle a larger variety of materials at curbside for a very nominal charge with a direct financial incentive to maximize recycling in each and every household.
7. Gives incentive to all haulers to be active promoters of recycling and provide direct regular feedback to their customer's recycling habits.
8. Should produce significant increases in the overall recycling recovery rates above current stagnant levels.

Of course, this process is optional for the 2- County Region. LCRMS can offer additional services that complement the existing source separated program by offering the ability to market the baled materials. (In areas of low population density, the source separated drop off program will probably remain as the only economical collection mode.)LCRMS would place van trailers at the MCSWA recycling center to be filled with baled loads of mixed materials. Once a trailer is full, LCRMS would replace it with an empty one and the bales would be transported to LCRMS for weighing and marketing in full load quantities. The sales of baled recyclables through LCRMS should be higher than current marketing efforts. LCRMS would provide monthly reports and reimbursement payments.

A third option available would be to bale single stream loads for transport to LCRMS under a similar program as described above.

EXHIBIT D

DISPOSAL CAPACITY COMMITMENTS

Operator's Waste Disposal Capacity Commitment to the 2-County Region, from the SOI Submittal

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 the 2-County Region that will be accepted for processing or disposal during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage of Facility	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Day - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Week - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Year - from the 2-County Region*
Conventional Municipal Waste	**Y**	**All**	**All**	**All**	**All**
Construction/Demolition Waste (C&D)	**Y**	**All**	**All**	**All**	**All**
Municipal Sewage Sludge	**Y**	**All**	**All**	**All**	**All**
Infectious & Chemotherapeutic Waste (ICW)	**Y**	**All**	**All**	**All**	**All**
Other (specify) Residual	**Y**	**All - in accordance with our waste acceptance plan – See Attachment**			
Other (specify)**Asbestos	**Y**	**All**	**All**	**All**	**All**

* Please note "All" if there are no specified maximum limits; commitment here is for Mifflin and Juniata Counties' waste, plus any additional waste from the Region managed by the Mifflin County Solid Waste Authority

** Attach additional pages if more types of waste need to be included – **See Attachment**

d. Minimum sludge characteristics required: % Solids _____

Other requirements? Must meet our Form R requirements

_____

e. Will bulky wastes be accepted? ☒ Yes ☐ No

If yes, specify tonnage: All (tons/day or tons/year)

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage of Facility	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Day - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Week - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Year - from the 2-County Region*
Other (specify) Tires	**Y**	**All**	**All**	**All**	**All**
Other (specify) Clean Wood waste	**Y**	**All**	**All**	**All**	**All**

LYCOMING COUNTY
RESOURCE MANAGEMENT SERVICES

Memo To: LCRMS Tub Grinding Customers

Memo From: Jason Yorks, LCRMS Resource Recovery Manager

SUBJECT: Change of Tub Grinder Fees

Date: December 18, 2012

Please find enclosed an updated County of Lycoming Tub Grinding Agreement for grinding services provided by the Lycoming County Resource Management Services. Due to increasing fuel prices, LCRMS is required to raise our hourly rate fee. This increase will go into effect starting January 1, 2013.

The revised Tub Grinding rates are as follows:

North Central area municipalities (Boroughs, Cities. Townships)	-	$ 185/per hour

NON GRINDING PRICING

Idle time due to Customer issue after one half (½) hour	-	$ 30/per hour
Travel time to site without Tub Grinder	-	50/per hour
Travel time to site with Tub Grinder	-	100/per hour
On site moves	-	50/per hour
Set up/ tear down	-	50/per hour

Private Business & Industry in the six County region	-	$ 200/per hour

PLEASE NOTE: Additional pricing for non grinding as above will apply

(Work completed for business and industry when the grinding is completed within the Counties of Lycoming, Union, Snyder, Montour, Columbia, and Northumberland).

All other grinding outside of the services are identified above	-	$ 225/per hour
Travel without Tub Grinder		75/per hour
Travel with Tub Grinder	-	125/per hour

Please sign and return a copy of this agreement to LCRMS prior to any future tub grinding at your location/business.

Additionally, ALL Tub grinding conducted on a Sunday or a Holiday will be charged at the overtime rate.

Please review the attached contract, sign, and return to LCRMS. Please feel free to contact me at 800-326-9571 should you have any questions. Thank You

P.O. BOX 187 MONTGOMERY, PA 17752
800/326-9571 ■ 570/547-1870 ■ 570/547-2470
FAX: 570/547-6534
www.lcrms.com ■ www.lyco.org

COUNTY OF LYCOMING

RESOURCE MANAGEMENT SERVICES

TUB GRINDER AGREEMENT

EFFECTIVE JANUARY 1, 2013

_____(The "Customer"), agrees to pay The County of Lycoming for services according to the following fee schedule for Tub Grinding services provided by Lycoming County Resource Management Services ("LCRMS"):

Customer Type: / Service Description	North Central DEP Region – Municipality [1]	Six-County Region – Business & Industry [2]	Out-of-Area [3]
Tub Grinding Operation -overtime rate	$185/hour $210/hour	$200/hour $225/hour	$225/hour $250/hour
Travel Time with Tub Grinder	$100/hour	$100/hour	$125/hour
Travel Time without Tub Grinder	$50/hour	$50/hour	$75/hour
Idle Time due to customer related issue (after first ½ hour)	$30/hour	$30/hour	$30/hour
On-Site Moves	$50/hour	$50/hour	$50/hour
Set-up / Tear-Down	$50/hour	$50/hour	$50/hour

[1] - municipal governments, schools and universities located in the DEP North Central region defined as the counties of Bradford, Cameron, Centre, Clearfield, Clinton, Columbia, Lycoming, Montour, Northumberland, Potter, Snyder, Sullivan, Tioga and Union

[2] – Six-County region defined as Lycoming, Columbia, Montour, Northumberland, Snyder and Union Counties, PA

[3] - all other locations/municipalities and/or businesses not in categories defined above (at discretion of RMS)

1. Travel and set-up / tear-down fee: Customer agrees to pay the County of Lycoming according to the hourly rate defined under appropriate Customer Type for transportation of the Tub Grinder from the Lycoming County Recycling Facility or from its present location to the location where grinding is to occur. The Operator's travel time to and from Customer's location without the tub grinder will be charged at the rates listed, (example: multiple days of grinding). In addition, Customer agrees to pay the set-up and tear-down fees associated with preparing the machine for operation once on purchaser's site and preparation of machine to leave site.

2. Tub Grinding Operation fees - Customer agrees to pay the County of Lycoming according to the hourly rate defined under appropriate Customer Type for operation of the Tub Grinder. This fee includes the Tub Grinder and operator. Time for on-site maintenance will not be charged.

2a. Operation fee – Overtime/ Saturday/Holiday rates – Customer agrees to pay the County of Lycoming an additional twenty-five dollars ($25.00) per hour for each hour or portion thereof in excess of eight (8) hours per day of tub grinding or any grinding done on a Saturday, Sunday or County Holiday. County Holidays include: New Years Day, Martin Luther King Jr. Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and day after Thanksgiving, Christmas Day.

2b. Scheduling is at the discretion of the County and on the availability of the Tub Grinder.

3. Customer agrees to provide any and all equipment and operators necessary to move the product to the Tub Grinder and to move the product away from the Tub Grinder. When Customer is unable to provide this, Customer agrees to pay the on-site move fees at the appropriate customer rate.

4. Payment: All customers will be invoiced by LCRMS. Payment is due no later than 25 days after the date of the invoice, with interest in the amount of 1 ½% per month (18% Apr) on overdue payments. First time customers must contact the LCRMS Business Office to arrange credit at 1-800-326-9571.

5. Fuel provided by the purchaser will be reimbursed at the prevailing state contract rate for the date of purchase. Metered delivery slips must be provided to LCRMS for reimbursement.

6. The person executing this Agreement represents that he or she has the authority to execute this Agreement on behalf of the Customer. Intending to be legally bound, we have set our hand on this _____day of _____, 201__.

_____
Printed Name

_____
Organization

_____
Signature

Contact Name: _____

Billing Address: _____

City, State, Zip: _____

Location if other than Billing Address: _____

Phone:_____ / Cell: _____ Fax: _____

email: _____

LCRMS Account Number:_____

Date Received By Lycoming County Resource Management Services:_____

Signature _____

If yes, lists types and other requirements?: All types allowed by regulation and permit.

f. Is Respondent willing to accept Residual Waste at its facility? ☒ Yes ☐ No
If yes, specify tonnage: All* (tons/day or tons/year)

If yes, lists types and other requirements: In accordance with our waste acceptance plan. See Attachment A. *Drill cutting wastes are not accepted.

g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 0.5% of your daily commitment to accept 2-County Regional waste, or a minimum of 100 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events? ☐ Yes ☒ No
If yes, please specify annual tonnage donation: 0 (tons/year)

2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with the 2-County Region on the manner in which they may be able to provide support for an enhanced and sustainable integrated waste and recyclables management program serving the 2-County Region, 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 the 2-County Region?
☒ Yes
☐ No

b. Does Respondent affirm its willingness to enter good faith discussions with the 2-County Region to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for the 2-County Region?
☒ Yes
☐ No

Attachment A

x. The LycomingCounty Landfill is hereby authorized to accept the generic residual and special handling waste streams as specified in the following revisions to Tables R-1, R-2, R-3, R-4, and Attachment I, and with the following specific conditions for accepting wastes for disposal:

a. All wastes for acceptance shall be consistent with the requirements stated in this approved Form R, Waste Analysis and Classification Plan.

b. Submittals for the initial acceptance of individual generator wastes, identified in Table R-1, shall contain all information required by the respective forms and a signature of the official certifying the results for the generator.

c. Submittals for the initial acceptance shall include all applicable Form U parameters unless the absence of parameters is certified in writing by the generator. Absence of parameters refers to absence in leaching and not total concentration. Generator certifications for absence of specific parameters shall be based on generator knowledge or known chemical composition of the waste.

d. The minimum analytical requirements for initial waste characterization and reanalysis are designated in Table R-2. The results of the reanalysis shall be received by the permittee on or before the anniversary date of this approval and shall be maintained at the permittee's site for five (5) years from the date the results were received. The results shall be made available to the Department upon request.

e. All waste will be analyzed by a Department accredited laboratory using the most recently promulgated test method updates. Test methods will be EPA or other methods acceptable to the Department.

f. Waste acceptance limits shall be as designated in Table R-4.

g. Total analyses, in mg/kg, may be reported in lieu of leaching analyses for metals or organics, provided that the results for the total concentration do not exceed twenty (20) times the 80% warning limits for waste acceptance as shown in Table R-4.

h. The NCRO Waste Management Program shall be notified when the 80% warning limits of Table R-4 are met or exceeded, to discuss increased monitoring frequency and/or additional test parameters. If toxicity parameters are met or exceeded, the reanalysis may be a statistical treatment of the data.

i. Additional analytical requirements for initial characterization and waste stream reanalysis shall be determined according to the procedures set forth in this permit.

j. The NCRO Waste Management Program shall be notified if a waste is accepted which is chemically incompatible with a waste already received at the facility. The permittee shall discuss with the NCRO Waste Management Program abatement alternatives for implementation. The permittee shall receive written approval from the NCRO Waste Management Program prior to implementation of any abatement alternatives.

k. Mixing residual wastes from the same or different generator is acceptable, provided the permittee maintains proper records and can demonstrate waste stream tracking from the generation sources and complies with the regulations. Commingling special handling wastes with other waste types and with other generator's wastes is acceptable only as specifically provided by Department regulations. Waste stream analyses must be performed prior to mixing.

l. Form U's shall include separate residual waste code lists to identify Incidental/Small Quantity Process Waste.

m. Cement kiln residue (RWC 212) from generators burning hazardous waste fuels or using waste as raw materials shall be evaluated on a case-by-case basis for acceptance and monitoring.

n. In the event leachate treatment capability is reduced or more restrictive leachate discharge limitations are imposed by the Department or treatment facility, the permittee shall submit for review and written approval a permit modification application for the Form R leachate treatability to the NCRO Waste Management Program.

o. If the permittee wants to modify the acceptance limit concentrations or chemical test parameters, a minor permit modification must be submitted to the NCRO Waste Management Program for review and written approval.

p. Modifications of residual waste codes (RWC's), for acceptance of wastes for disposal not approved in the Waste Analysis and Classification Plan included in the permit application, or this permit, shall be a major permit modification, per 25 Pa. Code § 271.144.

q. Written requests for minor permit modifications to accept or modify the acceptance of large quantity (>2,200 lb/mo) residual or special handling waste, shall be submitted to the NCRO Waste Management Program on forms supplied by the Department, including Source Reduction Strategy.

These written requests must be received by the NCRO Waste Management Program, by: certified mail with a return signature card, or be hand delivered with documentation from the Department that the information was properly received, or other acceptable means by which the permittee is able to track receipt dates.

If not disapproved by the Department, the requested waste may be accepted for disposal fifteen (15) Departmental working days after receipt of the written request.

If it is determined after the fifteen (15) Departmental working day period that waste accepted was not consistent with this Waste Analysis and Classification Plan or the design of the landfill site, the permittee shall be subject to any and all applicable enforcement actions of the Solid Waste Management Act or the Department's rules and regulations promulgated thereunder. The absence of disapproval by the Department during or after the waiting period does not constitute an approval or final action of the Department.

r. The permittee shall not accept residual or special handling waste from any generator who has not provided a Form 26R to the permittee. Submittal of Form 26R to the permittee shall comply with the timetable established under 25 Pa. Code §287.54(b).

s. The Form 26R shall include written documentation that the waste is not a hazardous waste under 25 Pa. Code Chapter 261a., and written documentation that the waste continues to meet the landfill's Form R waste acceptance criteria.

t. Form 26R analysis or certification required under 25 Pa. Code § 287.54 shall be maintained at the permittee's site for five (5) years from date of receiving the form and shall be made available to the Department upon request.

u. The permittee shall receive annually from small quantity residual waste generators and large quantity generators of small quantity waste types, written documentation that their waste is not hazardous waste under 25 Pa. Code Chapter 261a., and written documentation that their waste continues to meet the landfill's Form R waste acceptance criteria. These documentations shall be filed at the facility site for five (5) years from the dates of receiving the forms and shall be made available to the Department on request. If documentation is not supplied to the permittee by the generator, the facility must no longer accept that waste until such time as the generator supplies it.

v. All Form U and special-handling waste Department forms, Form 25R, Form FC-1, and Form U-CS documents must be kept on file at the permittee's site for five (5) years from the dates of receiving the forms and shall be made available to the Department upon request per 25 Pa. Code §271.621.

w. The most recent sampling methods, analysis methods, Department forms and policies, shall be utilized at all times.

x. Each laboratory analytical report filed at the permittee's site or submitted to the Department in compliance with this permit, shall include the following information:

1. Chain-of-custody form for each sample shipment.
2. Name, signature, and title identifying sampler on chain-of-custody form.
3. Description of the field sampling
4. Proper analytical units on laboratory reports.
5. Extraction, digestion, and analytical methods for all required parameters on laboratory reports.
6. Instrument detection/reporting limits for all required parameters on laboratory reports.
7. Sample collection date, laboratory sample received date, date of laboratory analysis for all individual parameters, to verify holding times, on laboratory reports.
8. Signature and title of the responsible laboratory representative on laboratory reports.

y. Acceptance limits for waste excluded from regulation as hazardous waste under 25 Pa. Code §261.4(b) shall be based on limiting factors of applicable toxicity parameters, liner compatibility, leachate treatability, and waste-to-waste chemical compatibility.

z. The NCRO Waste Management Program shall be notified as soon as the permittee is aware that received waste is rejected and when waste failing on-site screening has been received and disposed.

yy. All submissions required under this permit to the NCRO Waste Management Program shall be sent to the following address:

(Insert title here)
Department of Environmental Protection
NCRO Waste Management Program
208 West Third St., Suite 101
Williamsport, Pa. 17701

DRW:

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Table R-1
Residual Waste Codes

LYCOMING COUNTY LANDFILL

RWCs	Residual Waste Code (RWC) Description
001	Coal-derived bottom ash
002	Coal-derived fly ash
003	Flue gas desulfurization residue (Fgd)
004	Incinerator bottom ash
005	Incinerator fly ash
006	Incinerator mixed ash
007	Other ash (to be further specified)
101	Foundry sand
102	Slag
103	Refractory material
104	Grindings, shavings
105	Ferrous baghouse dust
106	Non-ferrous baghouse dust
107	Ferrous scrap, including auto recycle
108	Non-ferrous scrap
109	Sandblast abrasive and residue
110	Air emission control dust
111	Lubricating soaps
201	Water treatment sludge/sediment
203	Industrial wastewater treatment sludge, including acid mine drainage sludge
204	Metallurgical sludge
205	Food processing sludge
206	Paint, coating sludge and scale
207	Tank bottoms
208	Still bottoms (non-hazardous)
209	Oily sludge, petroleum derived
210	Air Emission control sludge (excluding FGD sludge and gypsum)
211	Other industrial sludge (to be further specified)
212	Lime/cement kiln scale, residue
213	Lime-stabilized spent pickle liquor
214	Cooling tower sediment/sludge
215	Flue Gas Desulfurization (FGD) sludge (including FGD gypsum)
301	Acidic chemicals (pH < 6)
302	Basic chemicals (pH > 8)

Table R-1
Residual Waste Codes
Lycoming County Landfill
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RWCs	Residual Waste Code (RWC) Description
303	Combustible chemicals (non-hazardous)
304	Chemical salts
305	Spent activated carbon (e.g., decoloring, filtering) For carbon/graphite scrap, see RWC 481
306	Surface coatings (e.g., solid/semi-solid paints, polishes, adhesives, inks, cans of hardened paint) For paint filters, see RWC 473
307	Filter media/aids (e.g., diatomaceous earth, ion exchange resins, silica gels, silica bead desiccant)
308	Spent dyes
310	Detergents, cleaning agents
311	Off-specifications products, intermediates (non-hazardous, further describe)
312	Pharmaceutical, biological wastes (manufacturing and lab wastes)
313	Wax, paraffin
318	Photographic chemicals (non-hazardous)
401	Leather wastes (for Cr tannery process sludges, see RWC 211)
402	Rubber, elastomer wastes, Latex
403	Wood wastes (scrap lumber, pallets, particle board)
404	Paper, cardboard wastes, laminated paper
405	Textile wastes including yarn, fabric, fiber, elastic
406	Glass wastes (cullet), excluding industrial refractory material
407	Polyethylene, polystyrene, polyurethane, and other non-halogenated plastics
408	Glass reinforced plastics
409	Halogenated plastics (e.g. PVC, Teflon, CPE)
410	Electronic component wastes (e.g. off-spec semiconductors, circuit boards)
411	Agricultural wastes (e.g. fertilizers, pesticides[1], feed, feed supplements)
412	Photographic wastes (e.g. film, photographic paper)
413	Asphalt (bituminous), asphalt shingles
414	Ceramic wastes
415	Linoleum wastes
416	Thermal insulation wastes (cellulose, glass, wool)
417	Wiring, conduit, electrical insulation
418	Sawdust, including wood shavings/turnings
419	Empty containers, metallic and non-metallic drums and pails. (For containers with contents, choose appropriate waste code for contents)
424	Treated wood, railroad ties
430	Food waste (for food processing wastewater treatment sludges, see RWC 205)
440	Resins, (Epoxy waste)
450	Polymers (other than 407, 409)

RWCs	Residual Waste Code (RWC) Description
460	Vinyl (sheet, upholstery)
470	Spent filters - air/gas
471	Spent filters - aqueous
472	Spent filters- non-hazardous fuel, oil, solvent
473	Paint filters, other cloth/paper filters, supersacs
474	Grease
480	Refractory (furnace, boiler), other than RWC 103
481	Carbon/graphite residue/scrap
482	Baghouse dust, other than RWC's 105 and 106
483	Blasting abrasive/residue, other than RWC 109
484	Gypsum plaster molds
501	Asbestos-containing waste (e.g. insulation, brake lining, etc.)
502	PCB-containing waste
503	Oil-contaminated waste (e.g. spent absorbent, oily rags)
505	Spent catalysts
506	Contaminated soils/debris/spill residues (nonpetroleum), dredge material, water intake debris and sediment, coal mill rejects
507	Waste petroleum material contaminated soil/debris
508	Virgin petroleum fuel contaminated soil and debris
510	Waste Tires (excluding whole tires, except as provided in Act 190)
701	Pumping, piping, vessels, instruments, storage tanks
702	Scrap materials from maintenance, product turnaround
703	Batteries[1] - non-hazardous (excluding lead acid batteries per §273.201(h)))
704	Grinding wheels, sanding disks, polishing belts, welding rods, broken tools
710	Plant trash
801	Drilling Fluids, Residuals (other than those under 802 – 810; includes drill cuttings from monitoring well and drinking water well construction)
802	Brine (natural salt water separated at oil & gas wells)
803	Drilling Fluid Waste (oil & gas drilling mud, other drilling fluids other than fracking fluid and spent lubricant)
804	Fracking Fluid Waste (oil & gas drilling fracturing fluid, flow-back fracturing fluid, flow-back fracturing fluid treatment sludge, flow-back fracturing sand)
807	Basic Sediment (oil & gas production storage impurities, sediment from produced oil at storage tank battery)
808	Servicing Fluid (oil & gas production well maintenance/work over fluids, oil/water-based mud and foam)
809	Spent Lubricant Waste (spent oil & gas drilling lubricants, spent plug drilling lubricants)

RWCs	Residual Waste Code (RWC) Description
810	Drill Cuttings (oil & gas drill cuttings using a drilling mud formula)
901	Auto shredder "fluff"
902	Non-hazardous residue from treatment of hazardous waste, other than RWC 203. (Treated hazardous waste residue should include land ban certification as required.)
35	Processed infectious/chemotherapeutic waste
36	Municipal waste incinerator ash
43	Sewage sludge

[1] Unless acceptance is restricted by the Universal Waste Rule.

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Table R-2
Waste Code Testing/Reporting Frequency And Analytical Requirements

LYCOMING COUNTY LANDFILL

RW	CHAR		RCRA TOXICITY				NON-RCRA TOXICITY			ASTM LEACH		TOTALS				Freq
Code	Ign	Free Liq	Metals	Vols	Semi Vols	Herb Pest	Metals	Vols	Semi Vols	Corr pH	TOX[1]	or TOX[1]	CN S	PCB	O&G TPH	Retest
001																ANN & I
002																ANN & I
003																ANN & I
004																ANN & I
005																ANN & I
006																ANN & I
007																ANN & I
101																ANN & I
102																ANN & I
103																ANN & I
104																ANN & I

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RW	CHAR		RCRA TOXICITY				NON-RCRA TOXICITY			ASTM LEACH		TOTALS				Freq
Code	Ign	Free Liq	Metals	Vols	Semi Vols	Herb Pest	Metals	Vols	Semi Vols	Corr pH	TOX[1]	or TOX[1]	CN S	PCB	O&G TPH	Retest
105																ANN & I
106																ANN & I
107																ANN & I
108																ANN & I
109																II
110																ANN & I
111																ANN & I
201																ANN & I
203																ANN & I
204																ANN & I
205																ANN & I
206																ANN & I

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RW	CHAR		RCRA TOXICITY				NON-RCRA TOXICITY			ASTM LEACH		TOTALS				Freq
Code	Ign	Free Liq	Metals	Vols	Semi Vols	Herb Pest	Metals	Vols	Semi Vols	Corr pH	TOX[1]	or TOX[1]	CN S	PCB	O&G TPH	Retest
207																ANN & I
208																ANN & I
209																ANN & I
210																ANN & I
211																ANN & I
212																ANN & I
213																ANN & I
214																ANN & I
215																ANN & I
301																ANN & I
302																ANN & I

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RW	CHAR		RCRA TOXICITY				NON-RCRA TOXICITY			ASTM LEACH		TOTALS				Freq
Code	Ign	Free Liq	Metals	Vols	Semi Vols	Herb Pest	Metals	Vols	Semi Vols	Corr pH	TOX[1]	or TOX[1]	CN S	PCB	O&G TPH	Retest
303																ANN & I
304																ANN & I
305																ANN & I
306																ANN & I
307																ANN & I
308																ANN & I
310																ANN & I
311																ANN & I
312																ANN & I
313																ANN & I
318																ANN & I
401																ANN

Waste Code Testing/Reporting
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RW	CHAR		RCRA TOXICITY				NON-RCRA TOXICITY			ASTM LEACH		TOTALS				Freq
Code	Ign	Free Liq	Metals	Vols	Semi Vols	Herb Pest	Metals	Vols	Semi Vols	Corr pH	TOX[1]	or TOX[1]	CN S	PCB	O&G TPH	Retest
																& I
402																ANN & I
403																ANN & I
404																ANN & I
405																ANN & I
406																ANN & I
407																ANN & I
408																ANN & I
409																ANN & I
410																ANN & I
411		(Pest)	(Pest)			(Pest)	(Pest)		Phenols (Pest)		(Pest)	(Pest)	(Pest)		(Pest)	ANN & I

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RW	CHAR		RCRA TOXICITY				NON-RCRA TOXICITY			ASTM LEACH		TOTALS				Freq
Code	Ign	Free Liq	Metals	Vols	Semi Vols	Herb Pest	Metals	Vols	Semi Vols	Corr pH	TOX[1]	or TOX[1]	CN S	PCB	O&G TPH	Retest
412																ANN & I
413																
414																ANN & I
415																ANN & I
416																ANN & I
417																ANN & I
418																ANN & I
419																ANN & I
424			Cr, As - if pre-served		PCP -if pre-served		Cu -if pre-served								TPH -if pre-served	ANN & I
430																ANN & I
440																ANN & I

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RW	CHAR		RCRA TOXICITY				NON-RCRA TOXICITY			ASTM LEACH		TOTALS				Freq
Code	Ign	Free Liq	Metals	Vols	Semi Vols	Herb Pest	Metals	Vols	Semi Vols	Corr pH	TOX[1]	or TOX[1]	CN S	PCB	O&G TPH	Retest
450																ANN & I
460																ANN & I
470									Phenols							ANN & I
471									Phenols							ANN & I
472									Phenols							ANN & I
473								BTX								ANN & I
474																ANN & I
480																ANN & I
481																ANN & I
482																ANN & I
483																II

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RW	CHAR		RCRA TOXICITY				NON-RCRA TOXICITY			ASTM LEACH		TOTALS				Freq
Code	Ign	Free Liq	Metals	Vols	Semi Vols	Herb Pest	Metals	Vols	Semi Vols	Corr pH	TOX[1]	or TOX[1]	CN S	PCB	O&G TPH	Retest
484																ANN & I
501																
502								BTX								III
503	Use Most Recent Form U-CS & Attachment I Procedures For RWC 503															IV
505									Phenols							ANN & I
506	Use Most Recent Form U-CS & Attachment I Procedures For RWC 506															IV
507	Use Most Recent Form U-CS & Attachment I Procedures For RWC 507															IV
508	Use Most Recent Form FC-1 & Procedures For RWC 508															IV
510																
701																ANN & I
702																ANN & I
703																ANN & I
704																ANN & I
710																V
801																VI

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RW	CHAR		RCRA TOXICITY				NON-RCRA TOXICITY			ASTM LEACH		TOTALS				Freq
Code	Ign	Free Liq	Metals	Vols	Semi Vols	Herb Pest	Metals	Vols	Semi Vols	Corr pH	TOX[1]	or TOX[1]	CN S	PCB	O&G TPH	Retest
802[2,3]							+ Sr	Diesel range short list[4]	Diesel range short list[5]	+ Cl					O&G + Diesel TPH	II
803							+ Sr	Diesel range short list	Diesel range short list	+ Cl						II
804							+ Sr	Diesel range short list	Diesel range short list	+ Cl					O&G + Diesel TPH	VII VIII IX, X XI
807							+ Sr	Diesel range short list	Diesel range short list	+ Cl					O&G + Diesel TPH	II
808							+ Sr	Diesel range short list	Diesel range short list	+ Cl					O&G + Diesel TPH	II
809							+ Sr	Diesel range short list	Diesel range short list	+ Cl					O&G + Diesel TPH	II
810							+ Sr	Diesel range short list	Diesel range short list	+ Cl					O&G + Diesel TPH	IX X XI

Waste Code Testing/Reporting
Lycoming County Landfill
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RW	CHAR		RCRA TOXICITY				NON-RCRA TOXICITY			ASTM LEACH		TOTALS				Freq
Code	Ign	Free Liq	Metals	Vols	Semi Vols	Herb Pest	Metals	Vols	Semi Vols	Corr pH	TOX[1]	or TOX[1]	CN S	PCB	O&G TPH	Retest
901									Phenols							ANN & I
902			(if treated for)	(if treated for)	(if treated for)	(if treated for)			Phenols					(if treated for)		ANN & I
35	Forms 40 and 44 for incineration, Form 40 for autoclaving															XII
36	Form 41 Parameters (No certifications in lieu of testing. This is considered a variable wastestream)															XIII
43	Form 43 Parameters															ANN

KEY:

INITIAL CHARACTERIZATION TESTING OR GENERATOR CERTIFICATION: Initial waste stream characterization may be certified in writing through generator knowledge in lieu of testing. Certification may be made if the process by which the waste was generated is known, the process has not changed, the waste's composition is known, and has not changed. Certification based on known composition must either be for absence of the parameter or absence of its leaching in the waste stream.

INITIAL CHARACTERIZATION TESTING WITH LIMITED GENERATOR CERTIFICATION. ROUTINE MONITORING TESTING REQUIRED UNLESS GENERATOR CERTIFICATION: Initial Generator Certifications are restricted to known composition and must either be for absence of the parameter in the waste stream or absence of parameter leaching in the waste stream. Routine monitoring generator knowledge would be based on known composition, certification that the process and waste stream composition have not changed.

ANN = Annually, Due On Or Before The Anniversary Date Of Original Form U Approval.

Table R-2
Waste Code Testing/Reporting Frequency And Analytical Requirements

LYCOMING COUNTY LANDFILL

(I) A Complete Form U Reanalysis Is Required Once Every Five Years To Verify Certifications, Due On Or Before The Anniversary Date Of Original Form U Approval. This is Not Required For Parameters At or Below 30% of Form R Acceptance Limiting Criteria[6], if Waste Generating Process is Certified as Not Having Changed. Results Shall Be Filed At Your Facility And Be Made Available Upon Request.

(II) Tested per disposal event, per generator location.

(III) Tested per disposal event, per generator location. If the waste is PCB-contaminated soil, follow RWC 506 for sampling and chemical monitoring requirements.

(IV) Contaminated soils are to be tested per clean-up event, per generator location.

(V) Form U approval for plant trash generated from oil & gas industry operations is required to be submitted for approval minimally on a countywide basis as the generation source.

(VI) Test parameters depend on contaminants in groundwater. Initial characterization parameters may be reduced or dropped for monitoring well and potable water well drilling residues.

(VII) Oil & gas industry hydrofracture water is tested per well, per generator.

(VIII) Flow-back hydrofracture water treatment sludge is tested monthly from fixed treatment generators and per disposal event from mobile treatment generators. This treatment sludge is to be tested for TENORM parameters. Monthly reporting to the Department may be required once sludge is approved.

(IX) Oil & gas drill cuttings and hydrofracture flow-back sands are tested per well pad, per generator.

(X) Test samples of drill cuttings and hydrofracture flow-back sands shall be from within the geologic formation for oil/gas extraction and which utilize lubricants and other additives in the drilling mud. Samples shall be representative of the deepest horizontal drilling/fracturing or deepest vertical drilling/fracturing if horizontal drilling is not performed.

(XI) For chemical characterization of drill cuttings and hydrofracture flowback sands as new waste types, initial analytical testing shall be of that first well pad. Requests for these wastestreams at the second well pad shall include submittal of the chemical characterization analytical testing from the first well pad. Subsequent wastestream requests shall continue in this manner, submitting the chemical characterization analytical testing for the most recent previous well pad as the characterization analytical with the current well pad wastestream request. Simultaneous development of multiple well pads could result in multiple analytical reports in subsequent requests or multiple requests based on a single previous analysis, as long as analytical representing all well pads is received once and promptly. Sample results for these wastes from the final well pad constructed by the generator, or from a well pad submittal that has gone beyond ninety days without a subsequent well pad development, shall be submitted to the Department as a Form U as soon as possible after Department determination of their disposal request. Unacceptable analytical chemistry for wastestream characterization requests shall require wastestream chemical characterization retesting at the previous well pad where analytical was obtained and used for temporary certification, and chemical characterization analytical testing shall be required at the pending well pad being requested, all prior to Department approval, unless there is no activity at the previous well pad. In that event, retesting and submitting there shall occur prior to removing these wastestreams resulting from future drilling there.

Table R-2
Waste Code Testing/Reporting Frequency And Analytical Requirements

LYCOMING COUNTY LANDFILL

(XII) For incinerator ash, test ash chemistry annually on Form 44. For incinerator ash microbiological, test quarterly on Form 40. For autoclaving, test microbiological every forty (40) hours on Form 40.

(XIII) You are required to receive quarterly monitoring chemistry from the ash generator, following Form 41 parameters. For start-up resource recovery facilities, sampling must meet the EPA's Guidance For The Sampling And Analysis Of Municipal Waste Combustion Ash For The Toxicity Characteristic, June 1995. The ash generator must supply your disposal facility with the plan they follow for sampling their ash for disposal at your facility.

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[1] Organic scans for TCLP halogens may be used to certify "known composition" of the TOX indicator parameter. This is allowed because TOX is not a required parameter for wastestream characterization but may be required as an indicator parameter for monitoring. Analysis for TOX may be performed using the ASTM Leach or Total TOX test methods.

[2] Specific wastestreams excluded as hazardous solid waste per 261.4(b)(5) may be characterized by total analysis rather than TCLP leach analysis.

[3] For releases to soil or water of the environment, see Attachment I - Non-hazardous Contaminated Soil, 506 Contaminated Soil/Debris/Spill Residue (Non-Petroleum) From Non-Hazardous Spills Containing (from RWC 800).

[4] See Department Storage Tank Program diesel range short list. Use current list. List as of 2010 includes: toluene, ethylbenzene, MTBE, cumene, 1,2,4-TMB, 1,3,5-TMB.

[5] See Department Storage Tank Program diesel range short list. Use current list. List as of 2010 includes: naphthalene.

[6] % of Limiting Criteria was proposed in Table 9.1 of the Lycoming County Landfill Form R application dated October 21, 1997.

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Table R-3
Basis of Waste Acceptance Criteria

LYCOMING COUNTY LANDFILL

Parameters	Toxicity Limits (mg/L)	Liner Compatibility Limits (mg/L)	Leachate Treatability Limits (mg/L)	Basis
Waste Characteristics				
Corrosivity	pH > 2[1]			1,5
Free Liquids	No Free Liquids			1
Ignitability	Non-Ignitable Non-Oxidizer			1,2 1,2
Toxicity Characteristic Inorganics				
Arsenic	<5.00	15.00[2]	0.26	2
Barium	<100.00	120.00		2
Cadmium	<1.00	540.00[3]	0.09	2
Chromium	<5.00	11.00	7.44	2
Lead	<5.00	3.00	1.04	2
Mercury	<0.20	540.00[4]	0.10	2
Selenium	<1.00	15.00[5]	0.19	2
Silver	<5.00	12.00[6]		2
Inorganics[7]				
Aluminum		540.00[8]		
Antimony		15.00		
Beryllium		120.00[9]		
Boron		540.00[10]		
Cobalt		25.00[11]		
Copper		12.00	10.57	4
Iron		3,600.00		
Manganese		120.00		
Molybdenum		3.00		
Nickel		25.00	2.60	4
Thallium		3.00[12]		
Tin		3.00[13]		
Vanadium		11.00[14]		
Zinc		540.00	19.73	4
Toxicity Characteristic Volatile Organics				
Benzene	<0.50	0.78		2
Carbon Tetrachloride	<0.50	0.40		2
Chlorobenzene	<100.00	18.00		2

Table R-3
Basis of Waste Acceptance Criteria
Lycoming County Landfill
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Parameters	Toxicity Limits (mg/L)	Liner Compatibility Limits (mg/L)	Leachate Treatability Limits (mg/L)	Basis
Chloroform	<6.00	6.90		2
1,2-Dichloroethane	<0.50	16.00		2
1,1-Dichloroethene	<0.70	16.00[15]		2
Methyl Ethyl Ketone	<200.00	13.00		2
Tetrachloroethene	<0.70	0.55		2
Trichloroethene	<0.50	0.70		2
Vinyl Chloride	<0.20	16.00[16]		2
Volatile Organics				
Acetone		14.00		3
Chloromethane		0.12		3
bis(Chloromethyl)ether		0.045[17]		3
1,2-Dibromoethane (Ethylene dibromide)		16.00[18]		3
Dibromomethane		14.00[19]		3
1,1-Dichloroethane		10.40		3
cis-1,2-Dichloroethene		0.36		3
trans-1,2-Dichloroethene		0.68		3
cis-1,3-Dichloropropene		16.00[20]		3
Ethylbenzene		2.50		3
Heptane		0.06		3
Hexane		0.06		3
2-Hexanone		13.00[21]		3
Isopropylbenzene (Cumene)		2.50[22]		3
Methylene Chloride		14.00		3
4-Methyl-2-pentanone		13.00[23]		3
Methyl-tert-butyl ether (MTBE)		13.00[24]		3
Octane		0.05		3
1-Propanol		0.10[25]		3
2-Propanol		0.10[26]		3
Styrene		0.16		3
Tetrachloroethane		0.50		3
Tetrahydrofuran		0.080[27]		3
Toluene		15.00		3
1,1,1-Trichloroethane		1.28		3

Parameters	Toxicity Limits (mg/L)	Liner Compatibility Limits (mg/L)	Leachate Treatability Limits (mg/L)	Basis
1,1,2-Trichloroethane		0.43		3
1,2,3-Trichloropropane		1.20[28]		3
1,2,4-Trimethylbenzene		2.50[29]		
1,3,5-Trimethylbenzene		2.50[30]		
Xylenes		0.26		3
Toxicity Characteristic Semivolatile Organics				
Cresol	<200.00	0.68		3
o-Cresol	<200.00	0.68		3
m-Cresol	<200.00	0.68		3
p-Cresol	<200.00	0.68		3
1,4-Dichlorobenzene	<7.50	0.80		2
2,4-Dinitrotoluene	<0.13	0.08		2
Hexachlorobenzene	<0.13	0.20		2
Hexachlorobutadiene	<0.50	0.42		2
Hexachloroethane	<3.00	0.60		2
Nitrobenzene	<2.00	0.56		2
Pentachlorophenol	<100.00	0.40		3
Pyridine	<5.00	0.64		2
2,4,5-Trichlorophenol	<400.00	0.30		3
2,4,6-Trichlorophenol	<2.00	0.30		2
Semivolatile Organics				
Acenaphthene		0.11		3
Anthracene		0.05		3
Benzo (a) anthracene		0.03		3
Benzo (a) pyrene		0.05		3
Benzo (b) fluoranthene		0.03		3
Benzo (g,h,i) perylene		0.05[31]		3
Butylbenzyl Phthalate		0.23		3
Chrysene		0.04		3
bis (2-Ethylhexyl)phthalate		0.89		3
Fluoranthene		0.05		3
Fluorene		0.05		3
Indeno (1,2,3-cd) pyrene		0.03[32]		3

Parameters	Toxicity Limits (mg/L)	Liner Compatibility Limits (mg/L)	Leachate Treatability Limits (mg/L)	Basis
Isophorone		5.00		3
Naphthalene		0.28		3
di-n-Octyl Phthalate		0.35[33]		3
Phenanthrene		0.06		3
Phenolics, Total		14.00		3
Pyrene		0.05[34]		3
Toxicity Characteristic Pesticide Organics				
Chlordane	<0.03	0.01		2
2,4-D	<10.00	0.01[35]		2
Endrin	<0.02	0.01		2
Heptachlor	<0.008	0.05		2
Lindane	<0.40	0.01		2
Methoxychlor	<10.00	0.05[36]		3
Toxaphene	<0.50	0.05		2
2,4,5-TP (Silvex)	<1.00	0.01		2
Pesticide Organics				
4,4'-DDT		0.01		3
Water Leaching Tests[37]				
Ammonia-Nitrogen		700.00		
Chloride		7,500.00		
Fluoride		460.00		
Nitrate		1.00		
Nitrite		1.00		
Oil and Grease		400.00[38]		
Organic Halogen				
PCBs			0.006[39]	4
Petroleum Hydrocarbons		135.00[40]		
pH	pH > 2			
Sulfate		2,400.00		
Total Analyses				
Cyanides				
Oil and Grease		120,000.00 mg/kg[41]		3
Organic Halogen				
PCBs	< 50.00 mg/kg			1,2

Parameters	Toxicity Limits (mg/L)	Liner Compatibility Limits (mg/L)	Leachate Treatability Limits (mg/L)	Basis
Petroleum Hydrocarbons		120,000.00 mg/kg[42]		3
Sulfides				

Table R-3
Basis of Waste Acceptance Criteria

LYCOMING COUNTY LANDFILL

Basis:

1. Regulatory Requirements.
2. Toxicity Limit.
3. (Liner Compatibility Limit) x (Dilution Attenuation Factor of 100).
4. (Leachate Treatability Limit) x (Dilution Attenuation Factor of 100).
5. Waste of extreme pH must be chemically compatible with other waste disposed at the landfill.

---

[1] Hazardous Waste Regulation 261.22 does not apply for solid wastes that are not aqueous. Therefore, an upper pH limit of 12.5 is not appropriate. However, maintaining a lower pH limit is appropriate, due to corrosive characteristic of strong acids, compatibility problems with more alkaline wastes, and leachability of metals at low pH.
[2] Liner compatibility value for arsenic is based on antimony.
[3] Liner compatibility value for cadmium is based on zinc.
[4] Liner compatibility value for mercury is based on zinc.
[5] Liner compatibility value for selenium is based on antimony.
[6] Liner compatibility value for silver is based on copper.
[7] Liner compatibility limits for inorganics were not included in acceptance limits for Table R4 since the Department's worst-case leachate list does not include inorganics. Inorganics are not known to degrade landfill liner systems.
[8] Liner compatibility value for aluminum is based on zinc.
[9] Liner compatibility value for beryllium is based on barium.
[10] Liner compatibility value for boron is based on zinc.
[11] Liner compatibility value for cobalt is based on nickel.
[12] Liner compatibility value for thallium is based on lead.
[13] Liner compatibility value for tin is based on lead.
[14] Liner compatibility value for vanadium is based on chromium.
[15] Liner compatibility value for 1,1-dichloroethene is based on 1,2-dichloroethane.
[16] Liner compatibility value for vinyl chloride is based on 1,2-dichloroethane.
[17] Liner compatibility value for bis(Chloromethyl)ether is based on bis(2-chloroisopropyl)ether.
[18] Liner compatibility value for 1,2-dibromoethane is based on 1,2-dichloroethane.
[19] Liner compatibility value for Dibromomethane is based on Methylene chloride.
[20] Liner compatibility value for cis-1,3-dichloropropene is based on 1,2-dichloroethane.
[21] Liner compatibility value for 2-hexanone is based on MEK.
[22] Liner compatibility value for Cumene is based on Ethylbenzene.
[23] Liner compatibility value for 4-methyl-2-pentanone is based on MEK.
[24] Liner compatibility value for MTBE is based on MEK.
[25] Liner compatibility value for 1-Propanol is based on Isopropyl alcohol.
[26] Liner compatibility value for 2-Propanol is based on Isopropyl alcohol.
[27] Liner compatibility value for Tetrahydofuran is based on Ethyl ether.
[28] Liner compatibility value for 1,2,3-Trichloropropane is based on Dichloropropane.
[29] Liner compatibility value for 1,2,4-Trimethylbenzene is based on ethylbenzene.
[30] Liner compatibility value for 1,3,5-Trimethylbenzene is based on ethylbenzene.
[31] Liner compatibility value for benzo (g,h,i) perylene is based on benzo (a) pyrene.
[32] Liner compatibility value for indeno (1,2,3-cd) pyrene is based on benzo (b) fluoranthene.
[33] Liner compatibility value for di-n-Octyl phthalate is based on Diethyl phthalate.
[34] Liner compatibility value for pyrene is based on benzo (a) pyrene.
[35] Liner compatibility value for 2,4-D is based on 2,4,5-TP LOQ.
[36] Liner compatibility value for methoxychlor is based on heptachlor LOQ.
[37] Liner compatibility limits for inorganic indicator parameters were not included in acceptance limits for Table R4 since the Department's worst-case leachate list does not include inorganic indicator parameters. Inorganic indicator parameters are not known to degrade landfill liner systems.
[38] Exceeds solubility limit of BTEX in water. Therefore, regulate Oil & Grease by total analysis.
[39] A 100X DAF results in a concentration of 0.6 mg/L. This exceeds the solubility limit of PCB's in water. Regulate by PCB total concentration limit.
[40] Approximate solubility limit of BTEX in water. A 100x DAF results in a limit that well exceeds the solubility limit of BTEX in water, therefore regulate total petroleum hydrocarbon by total analysis.
[41] Exceeding 12% content in waste could approach ignitability of a solid
[42] Exceeding 12% content in waste could approach ignitability of a solid

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Table R-4
Waste Acceptance Criteria

LYCOMING COUNTY LANDFILL

Parameter	Warning Limits (mg/L)	Acceptable Limits (mg/L)
Waste Characteristics		
Corrosivity	pH < 3	pH > 2
Free Liquids		No Free Liquids
Ignitability		Non-Ignitable, Non-Oxidizer
Toxicity Characteristic Inorganics		
Arsenic	4.00	<5.00
Barium	80.00	<100.00
Cadmium	0.80	<1.00
Chromium	4.00	<5.00
Lead	4.00	<5.00
Mercury	0.16	<0.20
Selenium	0.80	<1.00
Silver	4.00	<5.00
Inorganics		
Copper	845.60	1,057.00
Nickel	208.00	260.00
Zinc	1,578.40	1,973.00
Toxicity Characteristic Volatile Organics		
Benzene	0.40	<0.50
Carbon Tetrachloride	0.40	<0.50
Chlorobenzene	80.00	<100.00
Chloroform	4.80	<6.00
1,2-Dichloroethane	0.40	<0.50
1,1-Dichloroethene	0.56	<0.70
Methyl Ethyl Ketone	160.00	<200.00
Tetrachloroethene	0.56	<0.70
Trichloroethene	0.40	<0.50
Vinyl Chloride	0.16	<0.20
Volatile Organics		
Acetone	1,120.00	1,400.00
Chloromethane	9.60	12.00
bis(Chloromethyl)ether	3.60	4.50
1,2-Dibromoethane (Ethylene	1,280.00	1,600.00

Parameter	Warning Limits (mg/L)	Acceptable Limits (mg/L)
dibromide)		
Dibromomethane	1,120.00	1,400.00
1,1-Dichloroethane	832.00	1,040.00
cis-1,2-Dichloroethene	28.80	36.00
trans-1,2-Dichloroethene	54.40	68.00
cis-1,3-Dichloropropene	1,280.00	1,600.00
Ethylbenzene	200.00	250.00
Heptane	4.80	6.00
Hexane	4.80	6.00
2-Hexanone	1,040.00	1,300.00
Isopropylbenzene (Cumene)	200.00	250.00
Methylene Chloride	1,120.00	1,400.00
4-Methyl-2-pentanone	1,040.00	1,300.00
Methyl-tert-butyl ether (MTBE)	1,040.00	1,300.00
Octane	4.00	5.00
1-Propanol	8.00	10.00
2-Propanol	8.00	10.00
Styrene	12.80	16.00
Tetrachloroethane	40.00	50.00
Tetrahydrofuran	6.40	8.00
Toluene	1,200.00	1,500.00
1,1,1-Trichloroethane	102.40	128.00
1,1,2-Trichloroethane	34.40	43.00
1,2,3-Trichloropropane	96.00	120.00
1,2,4-Trimethylbenzene	200.00	250.00
1,3,5-Trimethylbenzene	200.00	250.00
Xylenes	20.80	26.00

Toxicity Characteristic Semivolatile Organics

Cresol	54.40	68.00
o-Cresol	54.40	68.00
m-Cresol	54.40	68.00
p-Cresol	54.40	68.00
1,4-Dichlorobenzene	6.00	<7.50
2,4-Dinitrotoluene	0.10	<0.13
Hexachlorobenzene	0.10	<0.13

Parameter	Warning Limits (mg/L)	Acceptable Limits (mg/L)
Hexachlorobutadiene	0.40	<0.50
Hexachloroethane	2.40	<3.00
Nitrobenzene	1.60	<2.00
Pentachlorophenol	32.00	40.00
Pyridine	4.00	<5.00
2,4,5-Trichlorophenol	24.00	30.00
2,4,6-Trichlorophenol	1.60	<2.00
Semivolatile Organics		
Acenaphthene	8.80	11.00
Anthracene	4.00	5.00
Benzo (a) anthracene	2.40	3.00
Benzo (a) pyrene	4.00	5.00
Benzo (b) fluoranthene	2.40	3.00
Benzo (g,h,i) perylene	4.00	5.00
Butylbenzyl Phthalate	18.40	23.00
Chrysene	3.20	4.00
bis (2-Ethylhexyl)phthalate	71.20	89.00
Fluoranthene	4.00	5.00
Fluorene	4.00	5.00
Indeno (1,2,3-cd) pyrene	2.40	3.00
Isophorone	400.00	500.00
Naphthalene	22.40	28.00
di-n-Octyl Phthalate	28.00	35.00
Phenanthrene	4.80	6.00
Phenolics, Total	1,120.00	1,400.00
Pyrene	4.00	5.00
Toxicity Characteristic Pesticide Organics		
Chlordane	0.024	<0.03
2,4-D	0.80	1.00
Endrin	0.016	<0.02
Heptachlor	0.006	<0.008
Lindane	0.32	<0.40
Methoxychlor	4.00	5.00
Toxaphene	0.40	<0.50
2,4,5-TP (Silvex)	0.80	<1.00

Parameter	Warning Limits (mg/L)	Acceptable Limits (mg/L)
Pesticide Organics		
4,4'-DDT	0.80	1.00

Parameter	Warning Limits (mg/L)	Acceptable Limits (mg/L)
Water Leaching Tests		
Organic Halogen[1]	>100.00 mg/L	
Total Analyses		
Cyanides[2]	>250.00 mg/kg	
Oil and Grease[3]	96,000.00	120,000.00
Organic Halogen[4]	>100.00 mg/kg	
PCBs	40.00 mg/kg	< 50.00 mg/kg
Petroleum Hydrocarbons[5,6]	96,000.00	120,000.00
Sulfides[7]	>500.00 mg/kg	

[1] Exceeding 100 mg/L organic halogen on any waste shall "trigger" organic scans. On a case-by-case basis, additional test parameters may include volatile and semivolatile scans.
[2] Exceeding 250 mg/kg total CN^{-1} on any waste shall require discussion with the Department on limitation of waste acceptance volume for the specific waste stream.
[3] Exceeding 120,000 mg/kg Oil & Grease on any waste requires total petroleum hydrocarbon analysis.
[4] Exceeding 100 mg/kg organic halogen on any waste shall "trigger" organic scans. On a case-by-case basis, additional test parameters may include volatile and semivolatile scans.
[5] Total petroleum hydrocarbon exceeding 120,000 mg/kg for any waste will be evaluated on a case-by-case basis. Additional test parameters may include Ignitability of Solids Test, volatile, and semivolatile scans.
[6] Total petroleum hydrocarbon is to be measured on a dry weight basis.
[7] Exceeding 500 mg/kg total S^{-2} on any waste shall require discussion with the Department on limitation of waste acceptance volume for the specific waste stream.

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NON-HAZARDOUS WASTE CERTIFICATION

Check (X) all applicable

Generator:
Waste:
Waste Code:
Disposal Facility:

1. **Generator Knowledge:**

☐ The generator hereby certifies that the _____ is non-hazardous. This certification is based on our knowledge of the production process and review of MSDS's for the raw materials used in the part of our process generating this waste. This certification is limited to the levels of accuracy for any instrumentation used and reporting requirements for MSDS's required of the manufacturers of our raw materials by the State and Federal governments.

2. **Known Chemical Composition:**

☐ The generator hereby certifies that the _____ is non-hazardous. This certification is based on review of pertinent MSDS's, "spec" sheets, and/or testing. The waste is of known composition. TCLP metals, ZHE volatile or semi-volatile organics, herbicides, pesticides, or PCB's are not present from sources, or at levels that would make the above wastestream a listed or characteristic hazardous waste.

Name of Generator's Certifying Official: _____

Title of Generator's Certifying Official: _____

Signature of Generator Official: _____

Date:

Rev. 12/17/10 TESTING REDUCTION/ELIMINATION CERTIFICATION Check (X) all applicable

Generator:
Waste:
Disposal Facility:

The generator hereby certifies that the Form R chemical parameters, not shown as tested in this application for our above named waste, are being certified in lieu of analysis, on the following bases:

I. INITIAL WASTESTREAM CHARACTERIZATION:

1. Generator Knowledge:

☐ The chemicals are not used in our production process. There is no reason to expect presence of these parameters in the waste. This certification is based on our knowledge of the production process and review of MSDS's for the raw materials used in the part of our process generating this waste. This certification is limited to the levels of accuracy for any instrumentation used and reporting requirements for MSDS's required of the manufacturers of our raw materials by the State and Federal governments.

2. Known Chemical Composition:

☐ The parameters are of known chemical concentrations or are leaching N/D, based on recent chemical analyses performed on 1/21/2011. This wastestream is of known composition and remains acceptable for disposal at the above named facility.

II. APPROVED WASTESTREAM MONITORING:

1. Generator Knowledge. (Pertains to unshaded parameters on Form R, Table R-2):

☐ The chemicals are not used in our production process. There is no reason to expect presence of these parameters in the waste. This certification is based on our knowledge of the production process and review of MSDS's for the raw materials used in the part of our process generating this waste. This certification is limited to the levels of accuracy for any instrumentation used and reporting requirements for MSDS's required of the manufacturers of our raw materials by the State and Federal governments.

☐ The chemical parameters have not changed in concentration from the original chemical characterization performed on 1/21/2011. We know this because the process by which the above named waste was generated has not changed since the original wastestream chemical characterization.

2. Known Chemical Composition. (Pertains to shaded/unshaded parameters on Form R, Table R-2):

☐ The chemical parameters are of known chemical concentrations or are leaching N/D, based on recent chemical analyses performed on 1/21/2011. This wastestream is of known composition and remains acceptable for disposal at the above named facility.

III. ONCE EVERY FIVE YEAR REANALYSIS TO VERIFY CERTIFICATIONS:

1. Parameters N/D Leaching or Within 30% of Form R Limiting Criteria

☐ Untested chemical parameters remain within 30% of the named disposal facility's approved Form R limiting criteria and need not undergo reanalysis at this time. We know this because the parameters were certified N/D or tested within 30% of the named disposal facility Form R limiting criteria at the time of last analysis on 1/21/2011, and the process generating the waste has not changed since then.

Name of Generator's Certifying Official: _____
Title of Generator's Certifying Official: _____
Signature of Generator Official: _____
Date: _____

Attachment I

CONTAMINATED SOIL

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Attachment I
Contaminated Soil Sampling Protocol
Non-hazardous Chemical (RWC 506)
Waste Petroleum (RWC 507)
Virgin Petroleum Fuel (RWC 508)

LYCOMING COUNTY LANDFILL

Regardless of the sampler, the following procedures are to be used in collecting Non-hazardous Contaminated Soil samples:

1. Notification for release of regulated substances, (1-gal or greater) shall be documented in the Form U-CS or Form FC-1 by identifying the Department staff involved in oversight of the soil cleanup.
2. Before collecting the sample, the sampler will verify the quantity of contaminated soil by measuring the pile and performing the most suitable mathematical computation. A form for reporting this information shall be provided by the Landfill.
3. Each PADEP Form contains specific directions on the minimum number of required samples, both with and without field screening.
4. To assure the protection of the sample, the sampler shall wear protective gloves and other personal protective equipment as needed and utilize standard EPA and Department sampling techniques and sampling tools to obtain the sample.
5. Composite sampling shall not be used to determine volatile organics.
6. A composite sample must originate from no less than four grab samples.
7. Volatiles are to be collected per SW-846 method 5035 to prevent loss of the volatile.
8. Analysis is waived for 25 tons or less of FC-1 soil, but not for U-CS soil.
9. Contaminated soil resulting from a sudden and unplanned event such as a fire, spill, or accident, as described in §287.103, will be handled as follows:
    a. Virgin fuel, hydraulic fluid, motor oil, and antifreeze via the Form FC-1.
    b. Hydraulic fluid, motor oil, and antifreeze alone, less than 25 tons, notification of disposal via a letter or email to the Department.
10. Complete Form U-CS testing may be appropriate initially to characterize the contaminants of concern. Abbreviated Form R testing requirements for Form U-CS wastes apply to known contamination.
11. Samples are to be analyzed by a PA DEP accredited environmental testing laboratory.
12. Appropriate holding time limitations for testing shall be met and verified by the laboratory in the submittal.
13. Chain-of-custody for all samples shall be documented in the submittal.
14. The bulk density that will be used to convert from yd^3 volume to tonnage is 1.4 tons/yd^3.

LYCOMING COUNTY LANDFILL

503	Petroleum-Containing Waste
Form U. Minimum testing requirements are: One test sample for TPH and TOX is required per 30-40 cubic yard waste container where absorbent volumes exceed 25 gallons per 30-40 cubic yard waste container.	

	Petroleum-contaminated absorbent, petroleum-contaminated rags from clean-up.

506	Contaminated Soil/Debris/Spill Residue (Non-Petroleum) From Non-Hazardous Spills Containing:
Form U-CS. Minimum testing requirements are: pH; the known contaminant(s) of concern; TPH and TOX for organic contamination; plus appropriate darker-shaded parameters or other monitoring instructions from Form R, Table R-2. Includes contaminated paper, plastic, wood, and vegetation from clean-up.	

(from RWC 000)	Combustion Residues. Coal-derived bottom ash, coal-derived fly ash, flue gas desulfurization residue (FGD), incinerator bottom ash, incinerator fly ash, incinerator mixed ash, other specified non-coal derived ash.
(from RWC 100)	Metallurgical Process Residue. Foundry sand, slag, refractory other than RWC 480 boiler furnace refractory, grindings, shavings, ferrous baghouse dust, non-ferrous baghouse dust, ferrous scrap, non-ferrous scrap, sandblast abrasive/residue, air emission control dust, lubricating soaps. (Soil contaminated with mill scales and heat treat scales are excluded. Low temperature metal dross and dross skims from Sn, Pb, Zn, and Al are excluded.)
(from RWC 200)	Sludges, Scales. Water treatment plant sludge/sediment, industrial wastewater treatment sludge/sediment including acid mine drainage sludge, metallurgical sludge, food processing sludge, paint coating sludge and scale, non-hazardous tank bottoms, non-hazardous still bottoms, air emission control sludge, flue gas desulfurization (FGD) sludge (including FGD gypsum), other specified industrial sludge, lime/cement kiln scale and residue, lime-stabilized spent pickle liquor, cooling tower sediment/sludge.
(from RWC 300)	Chemical Waste. Acidic chemicals (pH < 6), basic chemicals (pH > 8), non-hazardous combustible chemicals, chemical salts, spent activated carbon, surface coatings, solid/semi-solid paints, polishes, adhesives, inks, cans of hardened paint, filter media/aids, diatomaceous earth, ion exchange resins, silica gels, non-hazardous spent dyes, detergents, cleaning agents, off-specification products and intermediates, non-infectious pharmaceutical and biological manufacturing and lab wastes, wax, paraffin, photographic chemicals. Includes soil contaminated with alcohols, solvents, glycols/antifreeze, machine coolants, and nonhazardous spent plating baths.

506 contd	**Contaminated Soil/Debris/Spill Residue (Non-Petroleum) From Non-Hazardous Spills Containing:**

(from RWC 400)	Generic Manufacturing Wastes. Leather, rubber, elastomer, Latex, wood, scrap lumber, pallets, particle board, laminated paper, cardboard, textile, yarn, fabric, fiber, elastic, glass, cullet, polyethylene, polystyrene, polyurethane, other non-halogenated plastics, glass reinforced plastic, PVC, Teflon, CPE, other halogenated plastic, electronic components, off-specification semiconductors, circuit boards, agricultural fertilizers, agricultural pesticides, agricultural feed, agricultural feed supplements, photographic film, photographic paper, bituminous asphalt, ceramic, linoleum, thermal insulation cellulose, thermal insulation glass, thermal insulation wool, wiring, conduit, electrical insulation, sawdust, wood shavings, wood turnings, empty containers, chemically treated wood, railroad ties, metallic/non-metallic drums and pails, food waste, resins, polymers other than RWC 407 and 409, vinyl sheet, upholstery, spent air/gas filters, spent aqueous filters, spent non-hazardous fuel/oil/solvent filters, paint filters, cloth filters, paper filters, supersacs, grease, boiler furnace refractory other than RWC 103, carbon/graphite residue/scrap, baghouse dust other than RWC 105 and RWC 106, blasting abrasive/residue other than RWC 109, gypsum plaster molds, and drywall. Includes soil contaminated by nonhazardous process wastewaters, contaminated non-contact cooling waters, oil/water emulsions, oily wastewaters, landfill leachate, treated wood, and railroad ties.
(from RWC 500)	Special Handling Wastes. Asbestos-containing waste, asbestos-containing insulation, asbestos-containing brake lining, spent catalysts, dredge material, water intake debris, water intake sediment, coal mill rejects. (Tires should be segregated from soil and excluded from disposal as whole tires.)
(from RWC 700)	Industrial Equipment, Maintenance Scrap. Pumps, piping, vessels, instruments, storage tanks, maintenance scrap, product turn-around scrap, nonhazardous batteries, grinding wheels, sanding disks, polishing belts, welding rods, broken tools, and plant trash. (Pb-acid batteries in soil should be segregated and excluded.)
(from RWC 800)	Oil & Gas brine (RWC 802), drilling fluid waste (RWC 803), fracturing fluid waste (RWC 804), basic sediment (RWC 807), servicing fluid (RWC 808), drill cuttings and drilling residuals with bulking agents (RWC 810) released to soil or water of the environment.
(from RWC 900)	Miscellaneous. Auto shredder fluff and treated hazardous waste residue. (Treated hazardous waste residue in soil should include land ban certification as required.)
Form 35	Processed infectious/chemotherapeutic waste
Form 36	Municipal waste incinerator ash
Form 43	Sewage sludge

507	Waste Petroleum Material Contaminated Soil/Debris
Form U-CS. Minimum testing requirements are: the known metal contaminant(s) of concern, pH, TPH, TOX.	

	Hydraulic oil/fluid, lubricating oil, lubricating greases (including non-petroleum based), machining and cutting oil, electrical transformer oil, automotive transmission oil, petroleum-derived oily sludge, oil/water emulsions, oily wastewaters~~, drilling fluid residues~~. Includes petroleum-contaminated paper, plastic, wood, and vegetation from clean-up. Includes cleanup absorbent where absorbent volumes do not exceed 25 gallons per 30-40 cubic yard waste container.

508	Virgin Petroleum Fuel Contaminated Soil/Debris
Form FC-1. Follow the Policy and Procedure For the Disposal of Fuel-Contaminated Soils	

	Fuel oil, diesel fuel, aviation fuel, kerosene, or gasoline spilled to soil from traffic accidents, tanks, drums or other containers~~, drilling fluid residues~~. Includes petroleum-contaminated paper, plastic, wood, and vegetation from clean-up. Includes cleanup absorbent where absorbent volumes do not exceed 25 gallons per 30-40 cubic yard waste container.

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CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

PRODUCER
WILLIS POOLING PRACTICE
775 YARD STREET, SUITE 200
COLUMBUS, OH 43212

COVERAGE TO MEMBERS PROVIDED BY AGREEMENT WITH:
PENNSYLVANIA COUNTIES RISK POOL
2789 OLD POST ROAD
HARRISBURG, PA 17106-0769

DATE OF ISSUANCE
MARCH 31, 2014
COVERED MEMBER
LYCOMING COUNTY
LYCOMING COUNTY COURTHOUSE
48 WEST 3RD STREET
WILLIAMSPORT, PA 17701

PENNSYLVANIA COUNTIES RISK POOL IS A RISK SHARING POOL ORGANIZED BY COUNTIES OF THE COMMONWEALTH OF PENNSYLVANIA UNDER AUTHORITY GRANTED BY THE PENNSYLVANIA INTERGOVERNMENTAL COOPERATION LAW OF 1972 AND THE PENNSYLVANIA POLITICAL SUBDIVISION TORT CLAIMS (GOVERNMENTAL IMMUNITIES) ACT OF 1980

COVERAGES:
THIS IS TO CERTIFY THAT THE AGREEMENTS WHICH PUT COVERAGE IN EFFECT AS LISTED BELOW HAVE BEEN ISSUED TO THE POOL MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENTS, TERMS OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE PROTECTION AFFORDED BY SOURCES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OR SUCH AGREEMENTS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE		POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMIT
GENERAL LIABILITY		CD001-20130601	6/1/2013	6/1/2014	$5,000,000
OCCURRENCE					
CLAIMS MADE	X				
DEDUCTIBLE	$5,000				
AUTO LIABILITY INCLUDING OWNED, NON-OWNED, HIRED AUTOMOBILES					
OCCURRENCE					
CLAIMS MADE					
DEDUCTIBLE					
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT					
OCCURRENCE					
CLAIMS MADE					
DEDUCTIBLE					
OTHER					

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE/SPECIAL ITEMS:

RE: LYCOMING COUNTY- CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED AS RESPECTS THE 2-COUNTY REGIONAL SOLID WASTE MANAGEMENT PLAN.

CERTIFICATE HOLDER
MIFFLIN & JUNIATA COUNTIES
C/O MIFFLIN COUNTY SOLID WASTE AUTHORITY
P.O. BOX 390
87 LANDFILL ROAD
LEWISTOWN, PA 17044

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE AGREEMENTS BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Karen Cohen

Waste Management Services

Laurel Highlands Landfill

MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT

COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 26 day of June, 2014 by and among the 2-County Region, made up of Mifflin and Juniata Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats, hereinafter the "2-County Region," and below ("Operator").

Laurel Highlands Landfill, Inc.

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires Mifflin and Juniata Counties ("2-County Region"), as part of its Regional Municipal Waste Management Plan ("Regional Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within the 2-County Region for a period of at least ten (10) years. Under an Intergovernmental Agreement, the 2-County Region is cooperating in the development of the 2-County Regional Plan. On behalf of the 2-County Region, 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 the 2-County Region, 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 2015. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by the 2-County Region. 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 the 2-County Region.

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:

2-County Region. The two-County Region of Mifflin and Juniata Counties, Pennsylvania.

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, Commonwealth Act of July 28, 1988, No. 101, as amended.

Agreement. The Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement among the 2-County Region and the Operator's Facility, as amended, supplemented or extended.

Alternative Facility. Any duly licensed or permitted facility designated by the Operator to accept 2-County Region-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.

Operator. Waste Management – Laurel Highlands 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 Johnstown, Cambria 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.

Regional Plan. The 2-County Regional Municipal Solid Waste Management Plan being prepared by or on behalf of the 2-County Region, 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 the 2-County Region

The 2-County Region represents and warrants that:

(a) Mifflin and Juniata Counties are political subdivisions of the Commonwealth of Pennsylvania, acting by and through their duly authorized officials, have agreed to cooperatively plan and implement solid waste management and recycling measures through an Act 101 Regional Municipal Waste Management Planning process in accordance with an Intergovernmental Agreement, and are duly authorized under Act 101 to delegate their duties to carry on certain governmental functions such as those outlined in a Delegation of Powers Agreement between Mifflin County and the Mifflin County Solid Waste Authority related to the planning and implementation of Mifflin County's duties under the Regional Plan.

(b) The two counties represented by the 2-County Region have 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 the 2-County Region pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the counties and will constitute a legal, valid and binding obligation of the counties.

(d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the 2-County Region, threatened against or adversely affecting the ability of the 2-County Region to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to the 2-County Region 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 the 2-County Region'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 the 2-County Region a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the 2-County Region.

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, the 2-County Region hereby agrees to include the Operator's Facility in its Regional Plan as a designated processing/ disposal facility for municipal waste generated in the 2-County Region. The Operator acknowledges that this Agreement is nonexclusive and the 2-County Region 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 the 2-County Region and the Operator and at no time during the term of this Agreement shall the 2-County Region 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 (contained in Exhibit D of this agreement and incorporated herein by reference):

(a) The 2-County Region 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 the 2-County Region.

(b) The 2-County Region or any waste hauler shall notify the Operator that it intends to exercise its right to deliver Acceptable Waste to the Operator's Facility prior to commencing the delivery of such waste.

(c) In accordance with Operator's commitments to accept waste as contained in Exhibit D, the Operator shall provide processing and/or disposal capacity as may be needed by the 2-County Region for Acceptable Waste generated within the geographic boundaries of the 2-County Region and that the 2-County Region 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 2-County Region residents in small vehicles. The Operator and the 2-County Region shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) 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.

(e) 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 2-County Region's waste haulers and occasional 2-County Region individual residents delivering municipal waste from the 2-County Region 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. The 2-County Region 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 as Exhibit B and incorporated herein by reference.

(b) If the 2-County Region 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 the 2-County Region, 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 the 2-County Region 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 2-County Region-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 the counties represented by the 2-County Region will be directed to the Operator. In the event the Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the 2-County Region 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. 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.

5.1 Basic Reporting Requirements

(a) The Operator shall provide the 2-County Region with quarterly reports of all types and origin of waste generated in the 2-County Region and delivered to the Operator's Facility by waste haulers and occasional individual 2-County Region residents, along with any fees due to the 2-County Region from the Operator. These reports shall include the totals by month for each type of waste. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the 2-County Region, copies of such reports may be submitted to the 2-County Region to comply with the Operator's reporting requirements.

(b) Along with quarterly reports, the Operator shall provide: (i) names of waste haulers delivering loads of 2-County Region-generated wastes; and (ii) a statement that the Operator's permit for the Operator's Facility has not been revoked or suspended, that the Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, DEP and 2-County Region regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

The Operator shall provide written notice to the 2-County Region 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.

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the 2-County Region and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of 2-County Region-generated municipal waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

Article 6. Tipping Fees and Other Charges

6.1 Tipping Fees

(a) The Operator shall not charge a tipping fee to any 2-County Region waste hauler or occasional individual 2-County Region 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 2-County Region fees.

(b) The 2-County Region 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 the 2-County Region 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.

6.2 Negotiated 2-County Region Fees

Not part of this Agreement

Article 7. 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. The 2-County Region 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) The Counties/ Authority represented by the 2-County Region 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 each of the two Counties/ Authority with a thirty (30) day notice of cancellation.

Article 8. Indemnification

8.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties/ Authority comprising the 2-County Region, their officers, members, employees, agents, contractors and subcontractors (2-County Region indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the 2-County Region 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 2-County Region 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 2-County Region indemnified party.

8.2 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 the 2-County Region, be entitled to cooperate with the 2-County Region with respect to the defense. With the written consent of the 2-County Region, the Operator may assume the defense or represent the interests of the 2-County Region 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 the 2-County Region and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the 2-County Region and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the 2-County Region 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 Mifflin County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.

9.2 Events of Default by 2-County Region

The persistent or repeated failure or refusal by the 2-County Region to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the 2-County Region 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 the 2-County Region 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 the 2-County Region; and

(b) The 2-County Region 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 the 2-County Region shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the 2-County Region's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the 2-County Region is continuing to take reasonable steps to cure such default within the earliest practicable time.

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the 2-County Region or its waste haulers or occasional individual 2-County Region residents delivered to the Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement.

9.4 Force Majeure

Neither the Operator nor the 2-County Region 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 the 2-County Region and which the Operator or 2-County Region 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 the 2-County Region within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 2-County Region 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2015 or, if later, the date that the DEP approves the Regional Plan. The Operator shall begin to accept waste deliveries from 2-County Region sources under the terms and conditions of this Agreement on this date.

10.2 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 expire at the end of the first term (five (5) years from the effective date), unless the 2-County Region has exercised its right to renew the Agreement or agreed to an alternate Agreement period. The 2-County Region shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the 2-County Region and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 2-County Region 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 11. Miscellaneous

11.1 Assignment

(a) This Agreement may not be assigned by either the 2-County Region or the Operator or its rights sold by Operator except with the written consent of the 2-County Region or Operator or as further provided in this Article. The 2-County Region 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 the 2-County Region and/or any waste hauler may avail itself of the rights of the 2-County Region under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of the 2-County Region 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 the 2-County Region and the written consent of the 2-County Region.

(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.

11.2 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:

For the 2-County Region: _____ and _____

_____ _____

_____ _____

_____ _____

For the Operator: Laurel Highlands Landfill, Inc.
260 Laurel Ridge Road
Johnstown, PA 15909
Brad Minemeyer (814) 749 - 9065

Either the 2-County Region or Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

11.3 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 the 2-County Region 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. The 2-County Region and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

11.4 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, the 2-County Region 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 the 2-County Region 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.

11.5 Change of Ownership

In the event of any change of control or ownership of the Operator's Facility, the 2-County Region 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..

11.6 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.

11.7 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.

11.8 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.

11.9 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 the 2-

County Region and the Operator, or as constituting the Operator the general representative or general agent of the 2-County Region for any purpose whatsoever.

11.10 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.

11.11 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.

11.12 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.

Article 12. Integrated Waste and Recyclables Management Program Support

12.1 Minimum Annual Processing/ Disposal Capacity Donation for Non-Profit Activities

Up to 0.5% of actual tons received from paying customers.

12.2 Negotiated Integrated Waste and Recyclables Management Program Support

See Exhibit C

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.

2-COUNTY REGIONAL REPRESENTATIVES

For Mifflin County:

By: _____

Date: 6/25/14 Title: CHAIRMAN

For Juniata County:

By: _____

Date: 5/21/14 Title: Chairman

OPERATOR

By: _____

Dave R. Balbierz

Date: 4/7/14 Title: Vice President

Laurel Highlands Landfill, Inc.

EXHIBIT A

CEILING GATE RATE FEES

Fee Schedule from Operator's SOI Submittal Form
Not-to-Exceed Tipping Fees for Multiple Types of
Municipal Waste (and Residual Waste, if
Applicable) by Contract Year

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 the 2-County Region. The Respondent should **not** include any proposed contribution to a proposed integrated waste and recycling sustainability program as part of its maximum tipping fee in this Price Submission.

PROCESSING/ DISPOSAL ONLY

Contract Year*	Municipal Waste		Construction/ Demolition Waste (C&D)		Municipal Sewage Sludge**		Infectious & Chemotherapeutic Waste (ICW)	
	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2015	$65.00		$71.00		$65.00		$65.00	
2016	$66.50		$72.50		$66.50		$66.50	
2017	$68.00		$74.00		$68.00		$68.00	
2018	$69.50		$75.50		$69.50		$69.50	
2019	$71.00		$77.00		$71.00		$71.00	
2020	$72.50		$78.50		$72.50		$72.50	
2021	$74.00		$80.00		$74.00		$74.00	
2022	$75.50		$81.50		$75.50		$75.50	
2023	$77.00		$83.00		$77.00		$77.00	
2024	$78.50		$84.50		$78.50		$78.50	

* Anticipated first year of operation under this contract is 2015.

** Please specify the adjustment in unit cost for variations in sludge characteristics (if applicable): will be negotiated with generator or hauler but will not exceed above listed "not to exceed" pricing.

*** 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).

Waste Type	Residual Waste		(list)		(list)	
Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**
2015	$65.00					
2016	$66.50					
2017	$68.00					
2018	$69.50					
2019	$71.00					
2020	$72.50					
2021	$74.00					
2022	$75.50					
2023	$77.00					
2024	$78.50					

* Respondent acknowledges that the costs presented above reflect an anticipated first year of operation under the contract is 2015.

** May be left blank if fixed price/ton information is provided for all years.

Other not-to-exceed proposed rate schedules for materials from the 2-County Region, such as bulky waste fees (list item and provide or attach rate structure):

EXHIBIT B

FACILITY HOURS

Hours that the Operator's Facility is Open to
Accept Waste from the 2-County Region

. **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)**:**

Permitted days and hours of operation at Laurel Highlands Landfill are Monday through Saturday 6:00am to 6:00pm. Current operating days and hours at Laurel Highlands are Monday through Friday 7:00ma to 2:00pm. Operating hours may be adjusted as needed within permit limitations.

EXHIBIT C

INTEGRATED WASTE AND RECYCLABLES SYSTEM SUPPORT

Operator's Offer, from the SOI Submittal, to Support
the Sustainability of the Integrated Waste and
Recyclables Management System in the
2-County Region

Waste Management of Pa, Inc

Two County Region Solicitation of Interest
Mifflin and Juniata Counties

Prepared by:
Scott Dellinger, Municipal Recycling and Diversion Manager, WM Recycle America
Erika Deyarmin, Public Affairs Coordinator, Waste Management of Western PA

Waste Management of Pennsylvania, Inc is a leader in solid waste and recycling services across the State. We currently own and operate 26 hauling companies, 20 municipal landfills, 12 transfer stations, one waste to energy plant and four fully automated single stream recycling processing centers. We value our position as a leader in the State and believe that our investment and financial strength provide both Mifflin and Juniata Counties with the best opportunity to expand services and develop long-term and sustainable programs for its residents.

Waste Management of Pa, Inc. (WMPA) is a wholly owned subsidiary of the parent company Waste Management, Incorporated (WM). In February of 2013, WM announced the purchase of Greenstar Recycling. The acquisition of Greenstar placed Waste Management over half way mark to achieving the company wide goal of processing and marketing more than 20,000,000 tons of recyclables each year by 2020, and increases processing capacity to more than 65,000 tons of single stream material each month in Pennsylvania alone.

We believe the success of your counties, and other more rural counties like yours, are a key to reaching our processing goals. Your commitment to recycling will help drive further investment in future recycling opportunities. Illustrated by our investment in Pennsylvania recycling, we are truly committed to the principals of "Reduce, Reuse and Recycle".

As a partner of Waste Management of Pa, Inc., you receive much more than just solid waste and recycling services; you are investing in the future of the industry and helping to drive innovation and change across the globe. We are the clear leader in the industry and the driving force behind almost every new and innovative solution available today. We believe in being good stewards of the environment and view waste as a resource. Our commitment is proven every day throughout the country by our 17 waste-to-energy plants, 2 renewable energy facilities and 137 landfill-gases to energy facilities. Currently, Waste Management provides enough energy to power more than 1.1 million homes each year - more than the entire solar industry.

The following information is fully responsive to your Solicitation of Interest (SOI) and illustrates why we believe Waste Management of Pa., Inc. has the resources available to provide you the best option for all of your solid waste and recycling needs.

1. **Encourage, maintain and potentially develop curbside collection:**

   Waste Management of Pa, Inc. is Pennsylvania's largest collection company and provides services across the state. We believe the most cost effective and sustainable approach to recycling services is through curbside collection. Collecting materials at the curb allows for better control of material quality and reduces the contaminates that lower the value of materials making many recycling programs unsustainable. Our staff will work with willing communities to develop collection programs that encourage recycling, reduce solid waste and control costs.

2. **Provide, maintain and expand public drop-off collection services to be available to all County residents within the Region:**

   Waste Management of Pa, Inc. possesses the resources in both our rolloff and front-load lines of business to help expand public drop off services; however, we encourage you to explore more curbside collection opportunities throughout your counties. Recent composition studies support residue rates in excess of 30% in unmanned recycling drop off centers. Heavy residue content increases the cost of processing by slowing down our systems, increasing maintenance costs and increasing our disposal fees. The impact of high residue content on stream value makes it difficult for many governments to sustain those programs and makes it difficult to identify those people who may misunderstand the types of materials needed. We will gladly work with the counties to expand recycling services throughout the region and will support your efforts to transition to a more municipal based collection process.

3. **Expand institutional recycling programs, particularly in Juniata County:**

   We have dedicated professionals available to work with schools, universities and medical service providers to help manage solid waste and recycling services. Our team will conduct site audits and work with facility managers to identify ways to recover more materials and reduce solid waste. We also support our field managers by utilizing our recycling professionals and resources to speak with groups and organizations interested in recycling to promote increased interest and enthusiasm. We believe that greater participation by municipal customers will provide increased opportunity throughout the region for improved access to recycling services.

4. **Expand Commercial Services:**

   Much the same as our institutional division, we have dedicated staff available to work with commercial and industrial businesses in the region to expand recycling and reduce solid waste. Sustainable and affordable recycling programs are dependent on generating enough volume to justify the expenses incurred in getting the materials to market. We welcome the challenge of working with all communities, commercial establishments and institutions in the two county region to grow volume and increase participation in recycling.

5. **Expand electronics recycling into a regional program:**

   Since the passing and implementation of Pennsylvania's Covered Device Recycling Act, WMPA realized that our customers are faced with the challenge about what to do with their unwanted e-waste. Fortunately, we are able to provide a solution through our partnership with Sunnking Electronics. Through this service, we have the ability to offer customers free e-waste recycling options.

   With assistance from Sunnking, we will supply packaging supplies, pick up and transportation of material, and detailed reporting by category of all e-waste collected at a drop off location. Options are available to provide a convenient drop off location, which would accept e-waste during set business hours, or, one time collection events can also be arranged.

   Currently in 2013, Sunnking has processed over 500,000 pounds of electronics from WM locations. Items available for collection include, but are not limited to, computers, printers, telephones, televisions and GPS units. A complete list of items is available if requested.

6. **Develop special materials recycling collection events:**

   Waste Management of Pa, Inc. also has the ability to offer customers solutions, especially for hard to dispose of items, through their At Your Door Program.

   Through WM's At Your Door Program, customers have a solution that is implemented community wide to collect items that are not usually allowed in the regular trash bin.

   These items include:
   - Household chemicals
   - Paint products
   - Automotive chemicals and batteries
   - Electronics
   - Garden chemicals

- Swimming pool chemicals
- Universal materials

The program is easy and convenient; WMPA will come directly to a customer's home and collect household materials that do not belong in the trash or recycling bin. Customers can schedule a collection either online, via email, or by calling a 1-800 number. Once collected, items are taken to a Household Hazardous Waste facility to be properly disposed of or recycled.

7. **Continue existing yard waste efforts and expand in yard waste collection where possible:**

As residents of Pennsylvania, we are all too familiar with the presence of yard waste, especially during the spring and fall months. At WMPA we know that grass clippings, leaves, tree limbs and other yard wastes are valuable resources when they are properly managed.

Waste Management of Pa., Inc. will work with your counties to provide convenient ways for your community to dispose of these kinds of organic materials, which may be turned into inexpensive compost or mulch, prized by local gardeners and other agricultural operations in your area. By diverting yard waste from landfills, nutrient-rich products can be returned back to the soil, benefiting your local environment.

8. **Improve the effectiveness of the existing recycling programs through a comprehensive public information and education program that will be communicated to and coordinated with local municipalities:**

At the beginning of 2014, Waste Management, Inc. will be rolling out a nationwide campaign titled "Recycle Often. Recycle Right.".

Through this simple message, WM will illustrate how recycling is not just about how many things you can put into a recycling container, but more importantly, how many things you put into a container that ***can be recycled***.

"Recycle Often. Recycle Right." is a key focus to improve recycling in our communities. Recycling often and right is easy and good for our environment. In addition, we want to educate residents on how to recycle the right way so that we can improve the quality of materials we intend to sell.

Locally, WMPA will be challenging communities with three objectives:

Think before you toss. Almost anything you throw away can be recycled in some way — paper, plastic, aluminum, food waste, glass and even electronics.

Residents will be encouraged to reference local recycling guidelines to ensure they are recycling right.

Get creative. Think about new uses for cans, bottles and paper. These materials are perfect for art projects.

Raise awareness. Tell your friends and family to recycle. It can become contagious. Be a recycling ambassador and share this simple message.

We hope this campaign will provide comprehensive information for the public, while providing the educational materials needed to effectively communicate the message to our customers across the state.

9. **Work with existing waste haulers to encourage recycling and waste diversion:**

   Waste Management of Pa, Inc. realizes that we are not the only hauler in the industry. Across the state, WMPA has a successful track record of working with existing waste hauling companies to encourage recycling and waste diversion.

   We appreciate the expense involved with building and operating recycling centers and offer our facilities to a large portion of both public and private hauling companies.

   Our company's focus is to expand recycling. We realize that in order to grow volume and participation we must do our part as the industry leader to make recycling services available to as many people as possible.

10. **Develop a system to better document and report to the Counties of the Region the recycling that is occurring in the residential, commercial and institutional sectors:**

    Upon entering and exiting our facilities, WMPA weighs every vehicle and provides weigh tickets containing, at a minimum, the gross vehicle weight, net vehicle weight, tare weight of materials, grade of materials, delivery vehicle and company information of the collecting hauler.

    Materials are credited to the generator account and can be tracked in any number of ways through our highly regarded ReTi software system. All generators have the ability to register for immediate real-time access to their account information via e-care, which provides internet access to their account and the ability to create custom reports.

    Upon establishing an account with WMPA, a composition study is conducted to determine the quantity and quality of each material contained in a typical ton

of the generator's recyclables. We repeat this process on a regular basis and store all composition information in a database by each account. Our goal is to evaluate enough material to provide us with an 85% or better accuracy rate.

All customers have the ability to request their specific volume information and composition results, providing them the ability to report accurate data. This information is also critical to making improvements and enhancements to ongoing recycling programs. Many communities have utilized this data to alter and develop key messaging to share with residents and commercial businesses that are contributing to their counties recycling efforts.

11. **Use recycling efforts and educational efforts related to recycling as a means to deter illegal dumping activities through identifying recycling as an alternative to dumping:**

In 2010, Keep Pennsylvania Beautiful (KPB) conducted and published surveys of illegal dump sites throughout Juniata and Mifflin Counties. In both surveys, KPB suggests that in some areas, the common presence of a waste type may indicate the need for a refuse/recycling program for that particular material.

In Juniata County, of the items inventoried at each dumpsite, 88% of the sites contained recyclables, and 100% of the 49 illegal dumpsites surveyed were found in areas without a curbside recycling program.

In Mifflin County, of the items inventoried at each dumpsite, 68% of the sites contained recyclables, and 68% percent of the 31 illegal dumpsites surveyed were located in a municipality without a curbside recycling program.

A study done by Keep Pennsylvania Beautiful shows that a community with curbside recycling will report a lower incidence of residential waste accumulation problems and a slightly lower incidence of dumping problems.

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

Waste Management of Pa, Inc. would be happy to work with champions in your counties to create a public awareness campaign to educate the public on the problem with illegal dumping. As mentioned above, our staff will also work with willing communities to develop collection programs that encourage recycling, reduce solid waste and control costs. We know that cost is a huge factor when municipalities look to implement a recycling program, and WMPA can provide assistance to identify and implement the best solution.

12. **Identify funding sources to be used to help implement Regional recycling goals:**

Waste Management of Pa, Inc. works closely with customers to help identify funding to support green education and community beautification efforts. In the past, we have worked with counties, municipalities and schools to help develop projects, provide the tools to successfully see the projects through, and identify grants to help support them.

Additionally, Waste Management, Inc. also provides grants through their partnership with Keep America Beautiful (KAB). In 2013, WM and KAB awarded fifty (50) $4,000 WM Think Green® Grants that supported projects such as the Great American Clean-Up (GAC), along with recycling, community clean-ups, beautification or community greening projects and/or related educational programs. Five of the 50 grants awarded went to deserving organizations across the state of Pennsylvania. Our employees were instrumental in identifying these projects to submit, and creating the proposals.

Also awarded were (10) $10,000 KAB Affiliate Grants to KAB affiliates throughout the country. In 2013, Pennsylvania KAB affiliates in Philadelphia and Westmoreland County each received $10,000 grants.

13. **In regard to the specific Juniata County recycling program goals, we have provided the following information that may have not been included above:**

School Recycling:
Waste Management of Pa, Inc. believes that schools are vital forums for educating young people and the community about the solutions, challenges and problems of solid waste management. If recycling is done correctly inside the school, we hope that hands on experience for the students will encourage them to make recycling not only something they do at school, but something they can apply at home and in the future.

We actively work with schools to help promote recycling to key players. Our staff can work with administration to create key messaging to send to maintenance staff, cafeteria workers, teachers and students. Waste audits can be performed to identify what is being thrown away, and where there is the biggest opportunity to increase recycling rates (classroom, cafeteria, etc.).

In some instances, we have gone inside the schools to host recycling assemblies, which teach the students the importance of recycling and provide them with the tools to know how to recycle.

Annual functions, such as the Great PA Cleanup, America Recycles Day, etc.:
The Think Green grants mentioned above are not the only way we partner with Keep America Beautiful.

For more than 25 years Waste Management, Inc. has supported Keep America Beautiful, contributing in recent years more than $1 million annually through cash contributions and in-kind support to promote the prevention of litter, reduce waste, promote recycling and improve communities through beautification projects.

Waste Management, Inc. is a national sponsor of KAB's signature event, the Great American Cleanup™, providing in-kind equipment, manpower and logistical support to millions of volunteers in local efforts.

We also support numerous smaller activities in local communities through associated KAB chapters.

This past year, in partnership with Keep Pennsylvania Beautiful, and the PA Department of Environmental Protection, WMPA locations across the state offered free disposal service for the "2013 Great American Clean Up of PA".

Groups and organizations registered as part of the "Great American Clean Up of PA" were offered free disposal from April 20 through May 7 to help with their community cleanup efforts.

In 2013, over 600 groups were registered to participate in the Great American Clean Up of Pennsylvania. All groups had access to free disposal of materials from their cleanup efforts across the state.

Waste Management, Inc. also proudly sponsors America Recycles Day and Arbor Day through their partnership with the Arbor Day Foundation. Events promoting the awareness of these environmental holidays are great ways for us to partner with local communities.

Across Pennsylvania and North America, Waste Management is transforming itself and continuing to set the bar in the environmental services industry. Our company is relentlessly working to extract new value from waste and find new ways to be an environmental steward and good neighbor.

We value our relationships with your Counties and are committed to helping you improve waste and recycling management efforts. We encourage you to allow our unparalleled experience and financial stability help you achieve your goals for recycling and improved services, and appreciate your consideration of our submission.

EXHIBIT D

DISPOSAL CAPACITY COMMITMENTS

Operator's Waste Disposal Capacity Commitment to the 2-County Region, from the SOI Submittal

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 the 2-County Region that will be accepted for processing or disposal during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage of Facility	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Day - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Week - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Year - from the 2-County Region*
Conventional Municipal Waste	Y	2,500 max	200	1,000	52,000
Construction/Demolition Waste (C&D)	Y	2,000 avg.			
Municipal Sewage Sludge	Y	(See note)			
Infectious & Chemotherapeutic Waste (ICW)	Y	(See note)			
Other (specify)_____		The max and avg.	All types	All types	All types
Other (specify)**_____		Include all waste types	All types	All types	All types

* Please note "All" if there are no specified maximum limits; commitment here is for Mifflin and Juniata Counties' waste, plus any additional waste from the Region managed by the Mifflin County Solid Waste Authority

** Attach additional pages if more types of waste need to be included

d. Minimum sludge characteristics required: % Solids 20

Other requirements?: Must pass paint filter test.

Each generator must be approved prior to acceptance

e. Will bulky wastes be accepted? ☒ Yes ☐ No

If yes, specify tonnage: 20 (tons/day or tons/year)

***Note: Sewage sludge and ICW must be approved prior to disposal.**

If yes, lists types and other requirements?: _____

Unusual bulky items will be considered on a case by case basis upon request.

f. Is Respondent willing to accept Residual Waste at its facility? ☒ Yes ☐ No
If yes, specify tonnage: 50 (tons/day or tons/year)

If yes, lists types and other requirements: Non hazardous solid residual waste. Semi-solid and liquid waste will be considered for acceptance into our solidification operation at the facility upon request on a case by case basis.

g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 0.5% of your daily commitment to accept 2-County Regional waste, or a minimum of 100 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events? ☒ Yes ☐ No

If yes, please specify annual tonnage donation: * (tons/year)

***up to .5% of actual tons received from paying customers.**

2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with the 2-County Region on the manner in which they may be able to provide support for an enhanced and sustainable integrated waste and recyclables management program serving the 2-County Region, 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 the 2-County Region?
☒ Yes
☐ No

b. Does Respondent affirm its willingness to enter good faith discussions with the 2-County Region to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for the 2-County Region?
☒ Yes
☐ No

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
CityPlace Center East
2711 North Haskell Avenue
Suite 800
Dallas TX 75204 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIG Specialty Insurance Company	26883
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Waste Management, Inc.
1001 Fannin
Suite 4000
Houston TX 77002-6711 USA

COVERAGES CERTIFICATE NUMBER: 570053487433 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						GENERAL AGGREGATE	
	OTHER:						PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person)	
	HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Poll Legal Liab			PLS5444079 SIR applies per policy terms & conditions	01/01/2014	01/01/2015	Each Incident Limit Aggregate Limit SIR	$10,000,000 $20,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured Site Location: Laurel Highlands Landfill, Inc., 260 Laurel Ridge Rd., Johnstown, PA 15909

Certificate No : 570053487433

CERTIFICATE HOLDER

Juniata County Board of Commissioners
PO Box 68
Mifflintown PA 17059 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
CityPlace Center East
2711 North Haskell Avenue
Suite 800
Dallas TX 75204 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIG Specialty Insurance Company	26883
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Waste Management, Inc.
1001 Fannin
Suite 4000
Houston TX 77002-6711 USA

COVERAGES CERTIFICATE NUMBER: 570053487163 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Poll Legal Liab			PLS5444079	01/01/2014	01/01/2015	Each Incident Limit	$10,000,000
				SIR applies per policy terms & conditions			Aggregate Limit	$20,000,000
							SIR	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured Site Location: Laurel Highlands Landfill, Inc., 260 Laurel Ridge Rd., Johnstown, PA 15909.

Certificate No : 570053487163

CERTIFICATE HOLDER

Mifflin County Solid Waste Authority
PO Box 390
87 Landfill Road
Lewistown PA 17044 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2015

DATE (MM/DD/YYYY): 4/10/2014

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PRODUCER
LOCKTON COMPANIES
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Insurance Co of North America	43575
INSURER C : ACE Property & Casualty Insurance Co	20699
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1300299
WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATE
RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT OF PENNSYLVANIA, INC.
625 CHERRINGTON PARKWAY
MOON TOWNSHIP PA 15108

COVERAGES **CERTIFICATE NUMBER:** 12894704 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X XCU INCLUDED X ISO FORM CG 00011207 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:	Y	Y	HDO G2732924A	1/1/2014	1/1/2015	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 6,000,000
							PRODUCTS - COMP/OP AGG	$ 6,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X MCS-90	Y	Y	MMT H08816025	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	Y	Y	XOO G27054961	1/1/2014	1/1/2015	EACH OCCURRENCE	$ 15,000,000
							AGGREGATE	$ 15,000,000
								$ XXXXXXX
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C47876345 (AOS) WLR C47876357 (AZ,CA&MA) SCF C47876369 (WI)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 3,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 3,000,000
							E.L. DISEASE - POLICY LIMIT	$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08816013	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

12894704
JUNIATA COUNTY BOARD OF COMMISSIONERS
PO BOX 68
PO BOX 390
MIFFLINTOWN PA 17059

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2015

DATE (MM/DD/YYYY): 4/10/2014

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PRODUCER
LOCKTON COMPANIES
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Co of North America	43575
INSURER C: ACE Property & Casualty Insurance Co	20699
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1300299
WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED
RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT OF PENNSYLVANIA, INC.
625 CHERRINGTON PARKWAY
MOON TOWNSHIP PA 15108

COVERAGES **CERTIFICATE NUMBER:** 12894715 **REVISION NUMBER:** XXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X XCU INCLUDED X ISO FORM CG 00011207 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:	Y	Y	HDO G2732924A	1/1/2014	1/1/2015	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 6,000,000
							PRODUCTS - COMP/OP AGG	$ 6,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X MCS-90	Y	Y	MMT H08816025	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	Y	Y	XOO G27054961	1/1/2014	1/1/2015	EACH OCCURRENCE	$ 15,000,000
							AGGREGATE	$ 15,000,000
								$ XXXXXXX
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C47876345 (AOS) WLR C47876357 (AZ,CA&MA) SCF C47876369 (WI)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 3,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 3,000,000
							E.L. DISEASE - POLICY LIMIT	$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08816013	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

12894715
MIFFLIN COUNTY SOLID WASTE AUTHORITY
PO BOX 390
PO BOX 390
LEWISTOWN PA 17044

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Waste Management Services

Mountain View Reclamation

MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT

COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 29 day of June, 2014 by and among the 2-County Region, made up of Mifflin and Juniata Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats, hereinafter the "2-County Region," and below ("Operator").

Waste Management Disposal Services of Pennsylvania Inc.

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires Mifflin and Juniata Counties ("2-County Region"), as part of its Regional Municipal Waste Management Plan ("Regional Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within the 2-County Region for a period of at least ten (10) years. Under an Intergovernmental Agreement, the 2-County Region is cooperating in the development of the 2-County Regional Plan. On behalf of the 2-County Region, 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 the 2-County Region, 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 2015. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by the 2-County Region. 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 the 2-County Region.

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:

2-County Region. The two-County Region of Mifflin and Juniata Counties, Pennsylvania.

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, Commonwealth Act of July 28, 1988, No. 101, as amended.

Agreement. The Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement among the 2-County Region and the Operator's Facility, as amended, supplemented or extended.

Alternative Facility. Any duly licensed or permitted facility designated by the Operator to accept 2-County Region-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.

Operator. Waste Management – Mountain View Reclamation, 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 Greencastle, Franklin 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.

Regional Plan. The 2-County Regional Municipal Solid Waste Management Plan being prepared by or on behalf of the 2-County Region, 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 the 2-County Region

The 2-County Region represents and warrants that:

(a) Mifflin and Juniata Counties are political subdivisions of the Commonwealth of Pennsylvania, acting by and through their duly authorized officials, have agreed to cooperatively plan and implement solid waste management and recycling measures through an Act 101 Regional Municipal Waste Management Planning process in accordance with an Intergovernmental Agreement, and are duly authorized under Act 101 to delegate their duties to carry on certain governmental functions such as those outlined in a Delegation of Powers Agreement between Mifflin County and the Mifflin County Solid Waste Authority related to the planning and implementation of Mifflin County's duties under the Regional Plan.

(b) The two counties represented by the 2-County Region have 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 the 2-County Region pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the counties and will constitute a legal, valid and binding obligation of the counties.

(d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the 2-County Region, threatened against or adversely affecting the ability of the 2-County Region to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to the 2-County Region 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 the 2-County Region'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 the 2-County Region a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the 2-County Region.

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, the 2-County Region hereby agrees to include the Operator's Facility in its Regional Plan as a designated processing/ disposal facility for municipal waste generated in the 2-County Region. The Operator acknowledges that this Agreement is nonexclusive and the 2-County Region 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 the 2-County Region and the Operator and at no time during the term of this Agreement shall the 2-County Region 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 (contained in Exhibit D of this agreement and incorporated herein by reference):

(a) The 2-County Region 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 the 2-County Region.

(b) The 2-County Region or any waste hauler shall notify the Operator that it intends to exercise its right to deliver Acceptable Waste to the Operator's Facility prior to commencing the delivery of such waste.

(c) In accordance with Operator's commitments to accept waste as contained in Exhibit D, the Operator shall provide processing and/or disposal capacity as may be needed by the 2-County Region for Acceptable Waste generated within the geographic boundaries of the 2-County Region and that the 2-County Region 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 2-County Region residents in small vehicles. The Operator and the 2-County Region shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) 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.

(e) 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 2-County Region's waste haulers and occasional 2-County Region individual residents delivering municipal waste from the 2-County Region 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. The 2-County Region 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 as Exhibit B and incorporated herein by reference.

(b) If the 2-County Region 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 the 2-County Region, 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 the 2-County Region 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 2-County Region-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 the counties represented by the 2-County Region will be directed to the Operator. In the event the Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the 2-County Region 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. 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.

5.1 Basic Reporting Requirements

(a) The Operator shall provide the 2-County Region with quarterly reports of all types and origin of waste generated in the 2-County Region and delivered to the Operator's Facility by waste haulers and occasional individual 2-County Region residents, along with any fees due to the 2-County Region from the Operator. These reports shall include the totals by month for each type of waste. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the 2-County Region, copies of such reports may be submitted to the 2-County Region to comply with the Operator's reporting requirements.

(b) Along with quarterly reports, the Operator shall provide: (i) names of waste haulers delivering loads of 2-County Region-generated wastes; and (ii) a statement that the Operator's permit for the Operator's Facility has not been revoked or suspended, that the Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, DEP and 2-County Region regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

The Operator shall provide written notice to the 2-County Region 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.

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the 2-County Region and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of 2-County Region-generated municipal waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

Article 6. Tipping Fees and Other Charges

6.1 Tipping Fees

(a) The Operator shall not charge a tipping fee to any 2-County Region waste hauler or occasional individual 2-County Region 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 2-County Region fees.

(b) The 2-County Region 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 the 2-County Region 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.

6.2 Negotiated 2-County Region Fees

Not part of this Agreement

Article 7. 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. The 2-County Region 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) The Counties/ Authority represented by the 2-County Region 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 each of the two Counties/ Authority with a thirty (30) day notice of cancellation.

Article 8. Indemnification

8.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties/ Authority comprising the 2-County Region, their officers, members, employees, agents, contractors and subcontractors (2-County Region indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the 2-County Region 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 2-County Region 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 2-County Region indemnified party.

8.2 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 the 2-County Region, be entitled to cooperate with the 2-County Region with respect to the defense. With the written consent of the 2-County Region, the Operator may assume the defense or represent the interests of the 2-County Region 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 the 2-County Region and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the 2-County Region and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the 2-County Region 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 Mifflin County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.

9.2 Events of Default by 2-County Region

The persistent or repeated failure or refusal by the 2-County Region to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the 2-County Region 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 the 2-County Region 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 the 2-County Region; and

(b) The 2-County Region 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 the 2-County Region shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the 2-County Region's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the 2-County Region is continuing to take reasonable steps to cure such default within the earliest practicable time.

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the 2-County Region or its waste haulers or occasional individual 2-County Region residents delivered to the Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement.

9.4 Force Majeure

Neither the Operator nor the 2-County Region 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 the 2-County Region and which the Operator or 2-County Region 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 the 2-County Region within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 2-County Region 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2015 or, if later, the date that the DEP approves the Regional Plan. The Operator shall begin to accept waste deliveries from 2-County Region sources under the terms and conditions of this Agreement on this date.

10.2 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 expire at the end of the first term (five (5) years from the effective date), unless the 2-County Region has exercised its right to renew the Agreement or agreed to an alternate Agreement period. The 2-County Region shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the 2-County Region and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 2-County Region 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 11. Miscellaneous

11.1 Assignment

(a) This Agreement may not be assigned by either the 2-County Region or the Operator or its rights sold by Operator except with the written consent of the 2-County Region or Operator or as further provided in this Article. The 2-County Region 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 the 2-County Region and/or any waste hauler may avail itself of the rights of the 2-County Region under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of the 2-County Region 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 the 2-County Region and the written consent of the 2-County Region.

(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.

11.2 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:

For the 2-County Region: _____ and _____

_____ _____

_____ _____

_____ _____

For the Operator: Mountain View Reclamation Landfill
9446 Letzburg Road
Greencastle, PA 17225

Either the 2-County Region or Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

11.3 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 the 2-County Region 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. The 2-County Region and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

11.4 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, the 2-County Region 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 the 2-County Region 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.

11.5 Change of Ownership

In the event of any change of control or ownership of the Operator's Facility, the 2-County Region 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..

11.6 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.

11.7 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.

11.8 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.

11.9 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 the 2-

County Region and the Operator, or as constituting the Operator the general representative or general agent of the 2-County Region for any purpose whatsoever.

11.10 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.

11.11 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.

11.12 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.

Article 12. Integrated Waste and Recyclables Management Program Support

12.1 Minimum Annual Processing/ Disposal Capacity Donation for Non-Profit Activities

Up to 0.5% of actual tons received from paying customers.

12.2 Negotiated Integrated Waste and Recyclables Management Program Support

See Exhibit C

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.

2-COUNTY REGIONAL REPRESENTATIVES

For Mifflin County:

By: _____

Date: 6/25/14 Title: CHAIRMAN

For Juniata County:

By: _____

Date: 5/27/14 Title: Chairman

OPERATOR

By: _____

Robert Kalkstein

Date: 4-15-14 Title: Vice President and Assistant Secretary

4/15/14

Waste Management Disposal Services of Pennsylvania, Inc.

EXHIBIT A

CEILING GATE RATE FEES

Fee Schedule from Operator's SOI Submittal Form
Not-to-Exceed Tipping Fees for Multiple Types of
Municipal Waste (and Residual Waste, if
Applicable) by Contract Year

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 the 2-County Region. The Respondent should **not** include any proposed contribution to a proposed integrated waste and recycling sustainability program as part of its maximum tipping fee in this Price Submission.

PROCESSING/ DISPOSAL ONLY

Contract Year*	Municipal Waste		Construction/ Demolition Waste (C&D)		Municipal Sewage Sludge**		Infectious & Chemotherapeutic Waste (ICW)	
	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2015	$65.00		$71.00		$65.00		$65.00	
2016	$66.50		$72.50		$66.50		$66.50	
2017	$68.00		$74.00		$68.00		$68.00	
2018	$69.50		$75.50		$69.50		$69.50	
2019	$71.00		$77.00		$71.00		$71.00	
2020	$72.50		$78.50		$72.50		$72.50	
2021	$74.00		$80.00		$74.00		$74.00	
2022	$75.50		$81.50		$75.50		$75.50	
2023	$77.00		$83.00		$77.00		$77.00	
2024	$78.50		$84.50		$78.50		$78.50	

* Anticipated first year of operation under this contract is 2015.

** Please specify the adjustment in unit cost for variations in sludge characteristics (if applicable): will be negotiated with generator or hauler but will not exceed above listed "not to exceed" pricing.

*** 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).

Waste Type	Residual Waste		(list)		(list)	
Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**
2015	$65.00					
2016	$66.50					
2017	$68.00					
2018	$69.50					
2019	$71.00					
2020	$72.50					
2021	$74.00					
2022	$75.50					
2023	$77.00					
2024	$78.50					

* Respondent acknowledges that the costs presented above reflect an anticipated first year of operation under the contract is 2015.

** May be left blank if fixed price/ton information is provided for all years.

Other not-to-exceed proposed rate schedules for materials from the 2-County Region, such as bulky waste fees (list item and provide or attach rate structure):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

EXHIBIT B

FACILITY HOURS

Hours that the Operator's Facility is Open to Accept Waste from the 2-County Region

Waste Mangement Disposal Services of Pennsylvania, Inc.

For Mountain View Reclamation Landfill

Hours

Monday thru Friday

7:00 AM to 4:00 pm

Saturday

7:00AM to 11:00AM

EXHIBIT C

INTEGRATED WASTE AND RECYCLABLES SYSTEM SUPPORT

Operator's Offer, from the SOI Submittal, to Support
the Sustainability of the Integrated Waste and
Recyclables Management System in the
2-County Region

Waste Management of Pa, Inc

Two County Region Solicitation of Interest
Mifflin and Juniata Counties

Prepared by:
Scott Dellinger, Municipal Recycling and Diversion Manager, WM Recycle America
Erika Deyarmin, Public Affairs Coordinator, Waste Management of Western PA

Waste Management of Pennsylvania, Inc is a leader in solid waste and recycling services across the State. We currently own and operate 26 hauling companies, 20 municipal landfills, 12 transfer stations, one waste to energy plant and four fully automated single stream recycling processing centers. We value our position as a leader in the State and believe that our investment and financial strength provide both Mifflin and Juniata Counties with the best opportunity to expand services and develop long-term and sustainable programs for its residents.

Waste Management of Pa, Inc. (WMPA) is a wholly owned subsidiary of the parent company Waste Management, Incorporated (WM). In February of 2013, WM announced the purchase of Greenstar Recycling. The acquisition of Greenstar placed Waste Management over half way mark to achieving the company wide goal of processing and marketing more than 20,000,000 tons of recyclables each year by 2020, and increases processing capacity to more than 65,000 tons of single stream material each month in Pennsylvania alone.

We believe the success of your counties, and other more rural counties like yours, are a key to reaching our processing goals. Your commitment to recycling will help drive further investment in future recycling opportunities. Illustrated by our investment in Pennsylvania recycling, we are truly committed to the principals of "Reduce, Reuse and Recycle".

As a partner of Waste Management of Pa, Inc., you receive much more than just solid waste and recycling services; you are investing in the future of the industry and helping to drive innovation and change across the globe. We are the clear leader in the industry and the driving force behind almost every new and innovative solution available today. We believe in being good stewards of the environment and view waste as a resource. Our commitment is proven every day throughout the country by our 17 waste-to-energy plants, 2 renewable energy facilities and 137 landfill-gases to energy facilities. Currently, Waste Management provides enough energy to power more than 1.1 million homes each year - more than the entire solar industry.

The following information is fully responsive to your Solicitation of Interest (SOI) and illustrates why we believe Waste Management of Pa., Inc. has the resources available to provide you the best option for all of your solid waste and recycling needs.

1. **Encourage, maintain and potentially develop curbside collection:**

   Waste Management of Pa, Inc. is Pennsylvania's largest collection company and provides services across the state. We believe the most cost effective and sustainable approach to recycling services is through curbside collection. Collecting materials at the curb allows for better control of material quality and reduces the contaminates that lower the value of materials making many recycling programs unsustainable. Our staff will work with willing communities to develop collection programs that encourage recycling, reduce solid waste and control costs.

2. **Provide, maintain and expand public drop-off collection services to be available to all County residents within the Region:**

   Waste Management of Pa, Inc. possesses the resources in both our rolloff and front-load lines of business to help expand public drop off services; however, we encourage you to explore more curbside collection opportunities throughout your counties. Recent composition studies support residue rates in excess of 30% in unmanned recycling drop off centers. Heavy residue content increases the cost of processing by slowing down our systems, increasing maintenance costs and increasing our disposal fees. The impact of high residue content on stream value makes it difficult for many governments to sustain those programs and makes it difficult to identify those people who may misunderstand the types of materials needed. We will gladly work with the counties to expand recycling services throughout the region and will support your efforts to transition to a more municipal based collection process.

3. **Expand institutional recycling programs, particularly in Juniata County:**

   We have dedicated professionals available to work with schools, universities and medical service providers to help manage solid waste and recycling services. Our team will conduct site audits and work with facility managers to identify ways to recover more materials and reduce solid waste. We also support our field managers by utilizing our recycling professionals and resources to speak with groups and organizations interested in recycling to promote increased interest and enthusiasm. We believe that greater participation by municipal customers will provide increased opportunity throughout the region for improved access to recycling services.

4. **Expand Commercial Services:**

Much the same as our institutional division, we have dedicated staff available to work with commercial and industrial businesses in the region to expand recycling and reduce solid waste. Sustainable and affordable recycling programs are dependent on generating enough volume to justify the expenses incurred in getting the materials to market. We welcome the challenge of working with all communities, commercial establishments and institutions in the two county region to grow volume and increase participation in recycling.

5. **Expand electronics recycling into a regional program:**

Since the passing and implementation of Pennsylvania's Covered Device Recycling Act, WMPA realized that our customers are faced with the challenge about what to do with their unwanted e-waste. Fortunately, we are able to provide a solution through our partnership with Sunnking Electronics. Through this service, we have the ability to offer customers free e-waste recycling options.

With assistance from Sunnking, we will supply packaging supplies, pick up and transportation of material, and detailed reporting by category of all e-waste collected at a drop off location. Options are available to provide a convenient drop off location, which would accept e-waste during set business hours, or, one time collection events can also be arranged.

Currently in 2013, Sunnking has processed over 500,000 pounds of electronics from WM locations. Items available for collection include, but are not limited to, computers, printers, telephones, televisions and GPS units. A complete list of items is available if requested.

6. **Develop special materials recycling collection events:**

Waste Management of Pa, Inc. also has the ability to offer customers solutions, especially for hard to dispose of items, through their At Your Door Program.

Through WM's At Your Door Program, customers have a solution that is implemented community wide to collect items that are not usually allowed in the regular trash bin.

These items include:

- Household chemicals
- Paint products
- Automotive chemicals and batteries
- Electronics
- Garden chemicals

- Swimming pool chemicals
- Universal materials

The program is easy and convenient; WMPA will come directly to a customer's home and collect household materials that do not belong in the trash or recycling bin. Customers can schedule a collection either online, via email, or by calling a 1-800 number. Once collected, items are taken to a Household Hazardous Waste facility to be properly disposed of or recycled.

7. **Continue existing yard waste efforts and expand in yard waste collection where possible:**

As residents of Pennsylvania, we are all too familiar with the presence of yard waste, especially during the spring and fall months. At WMPA we know that grass clippings, leaves, tree limbs and other yard wastes are valuable resources when they are properly managed.

Waste Management of Pa., Inc. will work with your counties to provide convenient ways for your community to dispose of these kinds of organic materials, which may be turned into inexpensive compost or mulch, prized by local gardeners and other agricultural operations in your area. By diverting yard waste from landfills, nutrient-rich products can be returned back to the soil, benefiting your local environment.

8. **Improve the effectiveness of the existing recycling programs through a comprehensive public information and education program that will be communicated to and coordinated with local municipalities:**

At the beginning of 2014, Waste Management, Inc. will be rolling out a nationwide campaign titled "Recycle Often. Recycle Right.".

Through this simple message, WM will illustrate how recycling is not just about how many things you can put into a recycling container, but more importantly, how many things you put into a container that ***can be recycled.***

"Recycle Often. Recycle Right." is a key focus to improve recycling in our communities. Recycling often and right is easy and good for our environment. In addition, we want to educate residents on how to recycle the right way so that we can improve the quality of materials we intend to sell.

Locally, WMPA will be challenging communities with three objectives:

Think before you toss. Almost anything you throw away can be recycled in some way — paper, plastic, aluminum, food waste, glass and even electronics.

Residents will be encouraged to reference local recycling guidelines to ensure they are recycling right.

Get creative. Think about new uses for cans, bottles and paper. These materials are perfect for art projects.

Raise awareness. Tell your friends and family to recycle. It can become contagious. Be a recycling ambassador and share this simple message.

We hope this campaign will provide comprehensive information for the public, while providing the educational materials needed to effectively communicate the message to our customers across the state.

9. Work with existing waste haulers to encourage recycling and waste diversion:

Waste Management of Pa, Inc. realizes that we are not the only hauler in the industry. Across the state, WMPA has a successful track record of working with existing waste hauling companies to encourage recycling and waste diversion.

We appreciate the expense involved with building and operating recycling centers and offer our facilities to a large portion of both public and private hauling companies.

Our company's focus is to expand recycling. We realize that in order to grow volume and participation we must do our part as the industry leader to make recycling services available to as many people as possible.

10. Develop a system to better document and report to the Counties of the Region the recycling that is occurring in the residential, commercial and institutional sectors:

Upon entering and exiting our facilities, WMPA weighs every vehicle and provides weigh tickets containing, at a minimum, the gross vehicle weight, net vehicle weight, tare weight of materials, grade of materials, delivery vehicle and company information of the collecting hauler.

Materials are credited to the generator account and can be tracked in any number of ways through our highly regarded ReTi software system. All generators have the ability to register for immediate real-time access to their account information via e-care, which provides internet access to their account and the ability to create custom reports.

Upon establishing an account with WMPA, a composition study is conducted to determine the quantity and quality of each material contained in a typical ton

of the generator's recyclables. We repeat this process on a regular basis and store all composition information in a database by each account. Our goal is to evaluate enough material to provide us with an 85% or better accuracy rate.

All customers have the ability to request their specific volume information and composition results, providing them the ability to report accurate data. This information is also critical to making improvements and enhancements to ongoing recycling programs. Many communities have utilized this data to alter and develop key messaging to share with residents and commercial businesses that are contributing to their counties recycling efforts.

11. **Use recycling efforts and educational efforts related to recycling as a means to deter illegal dumping activities through identifying recycling as an alternative to dumping:**

In 2010, Keep Pennsylvania Beautiful (KPB) conducted and published surveys of illegal dump sites throughout Juniata and Mifflin Counties. In both surveys, KPB suggests that in some areas, the common presence of a waste type may indicate the need for a refuse/recycling program for that particular material.

In Juniata County, of the items inventoried at each dumpsite, 88% of the sites contained recyclables, and 100% of the 49 illegal dumpsites surveyed were found in areas without a curbside recycling program.

In Mifflin County, of the items inventoried at each dumpsite, 68% of the sites contained recyclables, and 68% percent of the 31 illegal dumpsites surveyed were located in a municipality without a curbside recycling program.

A study done by Keep Pennsylvania Beautiful shows that a community with curbside recycling will report a lower incidence of residential waste accumulation problems and a slightly lower incidence of dumping problems.

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

Waste Management of Pa, Inc. would be happy to work with champions in your counties to create a public awareness campaign to educate the public on the problem with illegal dumping. As mentioned above, our staff will also work with willing communities to develop collection programs that encourage recycling, reduce solid waste and control costs. We know that cost is a huge factor when municipalities look to implement a recycling program, and WMPA can provide assistance to identify and implement the best solution.

12. **Identify funding sources to be used to help implement Regional recycling goals:**

Waste Management of Pa, Inc. works closely with customers to help identify funding to support green education and community beautification efforts. In the past, we have worked with counties, municipalities and schools to help develop projects, provide the tools to successfully see the projects through, and identify grants to help support them.

Additionally, Waste Management, Inc. also provides grants through their partnership with Keep America Beautiful (KAB). In 2013, WM and KAB awarded fifty (50) $4,000 WM Think Green® Grants that supported projects such as the Great American Clean-Up (GAC), along with recycling, community clean-ups, beautification or community greening projects and/or related educational programs. Five of the 50 grants awarded went to deserving organizations across the state of Pennsylvania. Our employees were instrumental in identifying these projects to submit, and creating the proposals.

Also awarded were (10) $10,000 KAB Affiliate Grants to KAB affiliates throughout the country. In 2013, Pennsylvania KAB affiliates in Philadelphia and Westmoreland County each received $10,000 grants.

13. **In regard to the specific Juniata County recycling program goals, we have provided the following information that may have not been included above:**

School Recycling:
Waste Management of Pa, Inc. believes that schools are vital forums for educating young people and the community about the solutions, challenges and problems of solid waste management. If recycling is done correctly inside the school, we hope that hands on experience for the students will encourage them to make recycling not only something they do at school, but something they can apply at home and in the future.

We actively work with schools to help promote recycling to key players. Our staff can work with administration to create key messaging to send to maintenance staff, cafeteria workers, teachers and students. Waste audits can be performed to identify what is being thrown away, and where there is the biggest opportunity to increase recycling rates (classroom, cafeteria, etc.).

In some instances, we have gone inside the schools to host recycling assemblies, which teach the students the importance of recycling and provide them with the tools to know how to recycle.

Annual functions, such as the Great PA Cleanup, America Recycles Day, etc.:
The Think Green grants mentioned above are not the only way we partner with Keep America Beautiful.

For more than 25 years Waste Management, Inc. has supported Keep America Beautiful, contributing in recent years more than $1 million annually through cash contributions and in-kind support to promote the prevention of litter, reduce waste, promote recycling and improve communities through beautification projects.

Waste Management, Inc. is a national sponsor of KAB's signature event, the Great American Cleanup™, providing in-kind equipment, manpower and logistical support to millions of volunteers in local efforts.

We also support numerous smaller activities in local communities through associated KAB chapters.

This past year, in partnership with Keep Pennsylvania Beautiful, and the PA Department of Environmental Protection, WMPA locations across the state offered free disposal service for the "2013 Great American Clean Up of PA".

Groups and organizations registered as part of the "Great American Clean Up of PA" were offered free disposal from April 20 through May 7 to help with their community cleanup efforts.

In 2013, over 600 groups were registered to participate in the Great American Clean Up of Pennsylvania. All groups had access to free disposal of materials from their cleanup efforts across the state.

Waste Management, Inc. also proudly sponsors America Recycles Day and Arbor Day through their partnership with the Arbor Day Foundation. Events promoting the awareness of these environmental holidays are great ways for us to partner with local communities.

Across Pennsylvania and North America, Waste Management is transforming itself and continuing to set the bar in the environmental services industry. Our company is relentlessly working to extract new value from waste and find new ways to be an environmental steward and good neighbor.

We value our relationships with your Counties and are committed to helping you improve waste and recycling management efforts. We encourage you to allow our unparalleled experience and financial stability help you achieve your goals for recycling and improved services, and appreciate your consideration of our submission.

EXHIBIT D

DISPOSAL CAPACITY COMMITMENTS

Operator's Waste Disposal Capacity Commitment to the 2-County Region, from the SOI Submittal

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 the 2-County Region that will be accepted for processing or disposal during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage of Facility	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Day - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Week - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Year - from the 2-County Region*
Conventional Municipal Waste	Y	**1,800 max**	**200**	**1,000**	**52,000**
Construction/Demolition Waste (C&D)	Y	**1,500 avg.**			
Municipal Sewage Sludge	Y	**(See note)**			
Infectious & Chemotherapeutic Waste (ICW)	Y	**(See note)**			
Other (specify)_____		**The max and avg.**	**All types**	**All types**	**All types**
Other (specify)**_____		**Include all waste types**	**All types**	**All types**	**All types**

* Please note "All" if there are no specified maximum limits; commitment here is for Mifflin and Juniata Counties' waste, plus any additional waste from the Region managed by the Mifflin County Solid Waste Authority

** Attach additional pages if more types of waste need to be included

d. Minimum sludge characteristics required: % Solids 20

Other requirements?: Must pass paint filter test.

Each generator must be approved prior to acceptance

e. Will bulky wastes be accepted? ☒ Yes ☐ No

If yes, specify tonnage: 20 (tons/day or tons/year)

***Note: Sewage sludge and ICW must be approved prior to disposal.**

If yes, lists types and other requirements?: _____

Unusual bulky items will be considered on a case by case basis upon request.

f. Is Respondent willing to accept Residual Waste at its facility? ☒ Yes ☐ No
If yes, specify tonnage: 50 (tons/day or tons/year)

If yes, lists types and other requirements: Non hazardous solid residual waste.

g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 0.5% of your daily commitment to accept 2-County Regional waste, or a minimum of 100 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events? ☒ Yes ☐ No

If yes, please specify annual tonnage donation: * (tons/year)

***up to .5% of actual tons received from paying customers.**

2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with the 2-County Region on the manner in which they may be able to provide support for an enhanced and sustainable integrated waste and recyclables management program serving the 2-County Region, 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 the 2-County Region?
☒ Yes
☐ No

b. Does Respondent affirm its willingness to enter good faith discussions with the 2-County Region to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for the 2-County Region?
☒ Yes
☐ No

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
CityPlace Center East
2711 North Haskell Avenue
Suite 800
Dallas TX 75204 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIG Specialty Insurance Company	26883
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Waste Management, Inc.
1001 Fannin
Suite 4000
Houston TX 77002-6711 USA

COVERAGES CERTIFICATE NUMBER: 570053487151 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC OTHER						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Poll Legal Liab			PLS5444079 SIR applies per policy terms & conditions	01/01/2014	01/01/2015	Each Incident Limit Aggregate Limit SIR	$10,000,000 $20,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured Site Location: Waste Management Disposal Services of Pennsylvania Inc., Mountain View Reclamation, 9446 Letzburg Rd, Greencastle, PA 17225.

CERTIFICATE HOLDER

Mifflin County Solid Waste Authority
PO Box 390
87 Landfill Road
Lewistown PA 17044 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570053487151

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CONTACT NAME:
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INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Waste Management, Inc.
1001 Fannin
Suite 4000
Houston TX 77002-6711 USA

COVERAGES CERTIFICATE NUMBER: 570053487143 REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)		N / A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Poll Legal Liab			PLS5444079 SIR applies per policy terms & conditions	01/01/2014	01/01/2015	Each Incident Limit Aggregate Limit SIR	$10,000,000 $20,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured Site Location: Waste Management Disposal Services of Pennsylvania Inc., Mountain View Reclamation, 9446 Letzburg Rd, Greencastle, PA 17225.

CERTIFICATE HOLDER

Juniata County Board of Commissioners
PO Box 68
Mifflintown PA 17059 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest Inc.

Holder Identifier :

Certificate No : 570053487143

CERTIFICATE OF LIABILITY INSURANCE

1/1/2015

DATE (MM/DD/YYYY): 4/16/2014

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PRODUCER
LOCKTON COMPANIES
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Co of North America	43575
INSURER C: ACE Property & Casualty Insurance Co	20699
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1300299 WASTE MANAGEMENT HOLDINGS AND ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT DISPOSAL SERVICES OF PA, INC.
9446 LETZBURG ROAD
GREENCASTLE PA 17225

COVERAGES CERTIFICATE NUMBER: 12895282 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X XCU INCLUDED X ISO FORM CG 00011207 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:	Y	Y	HDO G2732924A	1/1/2014	1/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ 5,000,000 $ 6,000,000 $ 6,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X MCS-90	Y	Y	MMT H08816025	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	Y	Y	XOO G27054961	1/1/2014	1/1/2015	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000 $ XXXXXXX
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C47876345 (AOS) WLR C47876357 (AZ,CA&MA) SCF C47876369 (WI)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08816013	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

12895282
MIFFLIN COUNTY SOLID WASTE AUTHORITY
PO BOX 390
87 LANDFILL ROAD
LEWISTOWN PA 17044

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2015

DATE (MM/DD/YYYY): 4/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOCKTON COMPANIES
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Insurance Co of North America	43575
INSURER C : ACE Property & Casualty Insurance Co	20699
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1300299
WASTE MANAGEMENT HOLDINGS AND ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT DISPOSAL SERVICES OF PA, INC.
9446 LETZBURG ROAD
GREENCASTLE PA 17225

COVERAGES — CERTIFICATE NUMBER: 12895274 — REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X XCU INCLUDED X ISO FORM CG 00011207 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:	Y	Y	HDO G2732924A	1/1/2014	1/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ 5,000,000 $ 6,000,000 $ 6,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS X MCS-90 SCHEDULED AUTOS X NON-OWNED AUTOS	Y	Y	MMT H08816025	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	Y	Y	XOO G27054961	1/1/2014	1/1/2015	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000 $ XXXXXXX
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C47876345 (AOS) WLR C47876357 (AZ,CA&MA) SCF C47876369 (WI)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	X PER STATUTE / OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08816013	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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CERTIFICATE HOLDER
12895274
JUNIATA COUNTY BOARD OF COMMISSIONERS
PO BOX 68
MIFFLINTOWN PA 17059

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Waste Management Services

Southern Alleghenies Landfill

MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT

COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 25 day of June, 2014 by and among the 2-County Region, made up of Mifflin and Juniata Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats, hereinafter the "2-County Region," and below ("Operator").
Southern Alleghenies Landfill, Inc.

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires Mifflin and Juniata Counties ("2-County Region"), as part of its Regional Municipal Waste Management Plan ("Regional Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within the 2-County Region for a period of at least ten (10) years. Under an Intergovernmental Agreement, the 2-County Region is cooperating in the development of the 2-County Regional Plan. On behalf of the 2-County Region, 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 the 2-County Region, 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 2015. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by the 2-County Region. 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 the 2-County Region.

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:

2-County Region. The two-County Region of Mifflin and Juniata Counties, Pennsylvania.

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, Commonwealth Act of July 28, 1988, No. 101, as amended.

Agreement. The Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement among the 2-County Region and the Operator's Facility, as amended, supplemented or extended.

Alternative Facility. Any duly licensed or permitted facility designated by the Operator to accept 2-County Region-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.

Operator. Waste Management – Southern Alleghenies 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 Davidsville, Somerset 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.

Regional Plan. The 2-County Regional Municipal Solid Waste Management Plan being prepared by or on behalf of the 2-County Region, 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 the 2-County Region

The 2-County Region represents and warrants that:

(a) Mifflin and Juniata Counties are political subdivisions of the Commonwealth of Pennsylvania, acting by and through their duly authorized officials, have agreed to cooperatively plan and implement solid waste management and recycling measures through an Act 101 Regional Municipal Waste Management Planning process in accordance with an Intergovernmental Agreement, and are duly authorized under Act 101 to delegate their duties to carry on certain governmental functions such as those outlined in a Delegation of Powers Agreement between Mifflin County and the Mifflin County Solid Waste Authority related to the planning and implementation of Mifflin County's duties under the Regional Plan.

(b) The two counties represented by the 2-County Region have 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 the 2-County Region pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the counties and will constitute a legal, valid and binding obligation of the counties.

(d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the 2-County Region, threatened against or adversely affecting the ability of the 2-County Region to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to the 2-County Region 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 the 2-County Region'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 the 2-County Region a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the 2-County Region.

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, the 2-County Region hereby agrees to include the Operator's Facility in its Regional Plan as a designated processing/ disposal facility for municipal waste generated in the 2-County Region. The Operator acknowledges that this Agreement is nonexclusive and the 2-County Region 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 the 2-County Region and the Operator and at no time during the term of this Agreement shall the 2-County Region 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 (contained in Exhibit D of this agreement and incorporated herein by reference):

(a) The 2-County Region 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 the 2-County Region.

(b) The 2-County Region or any waste hauler shall notify the Operator that it intends to exercise its right to deliver Acceptable Waste to the Operator's Facility prior to commencing the delivery of such waste.

(c) In accordance with Operator's commitments to accept waste as contained in Exhibit D, the Operator shall provide processing and/or disposal capacity as may be needed by the 2-County Region for Acceptable Waste generated within the geographic boundaries of the 2-County Region and that the 2-County Region 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 2-County Region residents in small vehicles. The Operator and the 2-County Region shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) 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.

(e) 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 2-County Region's waste haulers and occasional 2-County Region individual residents delivering municipal waste from the 2-County Region 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. The 2-County Region 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 as Exhibit B and incorporated herein by reference.

(b) If the 2-County Region 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 the 2-County Region, 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 the 2-County Region 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 2-County Region-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 the counties represented by the 2-County Region will be directed to the Operator. In the event the Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the 2-County Region 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. 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.

5.1 Basic Reporting Requirements

(a) The Operator shall provide the 2-County Region with quarterly reports of all types and origin of waste generated in the 2-County Region and delivered to the Operator's Facility by waste haulers and occasional individual 2-County Region residents, along with any fees due to the 2-County Region from the Operator. These reports shall include the totals by month for each type of waste. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the 2-County Region, copies of such reports may be submitted to the 2-County Region to comply with the Operator's reporting requirements.

(b) Along with quarterly reports, the Operator shall provide: (i) names of waste haulers delivering loads of 2-County Region-generated wastes; and (ii) a statement that the Operator's permit for the Operator's Facility has not been revoked or suspended, that the Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, DEP and 2-County Region regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

The Operator shall provide written notice to the 2-County Region 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.

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the 2-County Region and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of 2-County Region-generated municipal waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

Article 6. Tipping Fees and Other Charges

6.1 Tipping Fees

(a) The Operator shall not charge a tipping fee to any 2-County Region waste hauler or occasional individual 2-County Region 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 2-County Region fees.

(b) The 2-County Region 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 the 2-County Region 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.

6.2 Negotiated 2-County Region Fees

Not part of this Agreement

Article 7. 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. The 2-County Region 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) The Counties/ Authority represented by the 2-County Region 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 each of the two Counties/ Authority with a thirty (30) day notice of cancellation.

Article 8. Indemnification

8.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties/ Authority comprising the 2-County Region, their officers, members, employees, agents, contractors and subcontractors (2-County Region indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the 2-County Region 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 2-County Region 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 2-County Region indemnified party.

8.2 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 the 2-County Region, be entitled to cooperate with the 2-County Region with respect to the defense. With the written consent of the 2-County Region, the Operator may assume the defense or represent the interests of the 2-County Region 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 the 2-County Region and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the 2-County Region and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the 2-County Region 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 Mifflin County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.

9.2 Events of Default by 2-County Region

The persistent or repeated failure or refusal by the 2-County Region to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the 2-County Region 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 the 2-County Region 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 the 2-County Region; and

(b) The 2-County Region 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 the 2-County Region shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the 2-County Region's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the 2-County Region is continuing to take reasonable steps to cure such default within the earliest practicable time.

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the 2-County Region or its waste haulers or occasional individual 2-County Region residents delivered to the Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement.

9.4 Force Majeure

Neither the Operator nor the 2-County Region 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 the 2-County Region and which the Operator or 2-County Region 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 the 2-County Region within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 2-County Region 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2015 or, if later, the date that the DEP approves the Regional Plan. The Operator shall begin to accept waste deliveries from 2-County Region sources under the terms and conditions of this Agreement on this date.

10.2 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 expire at the end of the first term (five (5) years from the effective date), unless the 2-County Region has exercised its right to renew the Agreement or agreed to an alternate Agreement period. The 2-County Region shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the 2-County Region and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 2-County Region 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 11. Miscellaneous

11.1 Assignment

(a) This Agreement may not be assigned by either the 2-County Region or the Operator or its rights sold by Operator except with the written consent of the 2-County Region or Operator or as further provided in this Article. The 2-County Region 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 the 2-County Region and/or any waste hauler may avail itself of the rights of the 2-County Region under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of the 2-County Region 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 the 2-County Region and the written consent of the 2-County Region.

(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.

11.2 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:

For the 2-County Region: _____ and _____

_____ _____

_____ _____

_____ _____

For the Operator: Southern Alleghenies Landfill, Inc.
843 Miller Picking Road
Davidsville, PA 15928
Brad Minemeyer (814) 479 - 2537

Either the 2-County Region or Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

11.3 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 the 2-County Region 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. The 2-County Region and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

11.4 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, the 2-County Region 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 the 2-County Region 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.

11.5 Change of Ownership

In the event of any change of control or ownership of the Operator's Facility, the 2-County Region 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..

11.6 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.

11.7 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.

11.8 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.

11.9 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 the 2-

County Region and the Operator, or as constituting the Operator the general representative or general agent of the 2-County Region for any purpose whatsoever.

11.10 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.

11.11 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.

11.12 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.

Article 12. Integrated Waste and Recyclables Management Program Support

12.1 Minimum Annual Processing/ Disposal Capacity Donation for Non-Profit Activities

Up to 0.5% of actual tons received from paying customers.

12.2 Negotiated Integrated Waste and Recyclables Management Program Support

See Exhibit C

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.

2-COUNTY REGIONAL REPRESENTATIVES

For Mifflin County:

By: _____

Date: 6/25/14 Title: CHAIRMAN

For Juniata County:

By: _____

Date: 5/27/14 Title: Chairman

OPERATOR

By: _____

Dave R. Balbierz

Date: 4/7/14 Title: Vice President

Southern Alleghenies Landfill, Inc.

EXHIBIT A

CEILING GATE RATE FEES

Fee Schedule from Operator's SOI Submittal Form
Not-to-Exceed Tipping Fees for Multiple Types of
Municipal Waste (and Residual Waste, if
Applicable) by Contract Year

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 the 2-County Region. The Respondent should **not** include any proposed contribution to a proposed integrated waste and recycling sustainability program as part of its maximum tipping fee in this Price Submission.

PROCESSING/ DISPOSAL ONLY

Contract Year*	Municipal Waste		Construction/ Demolition Waste (C&D)		Municipal Sewage Sludge**		Infectious & Chemotherapeutic Waste (ICW)	
	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2015	$65.00		$71.00		$65.00		$65.00	
2016	$66.50		$72.50		$66.50		$66.50	
2017	$68.00		$74.00		$68.00		$68.00	
2018	$69.50		$75.50		$69.50		$69.50	
2019	$71.00		$77.00		$71.00		$71.00	
2020	$72.50		$78.50		$72.50		$72.50	
2021	$74.00		$80.00		$74.00		$74.00	
2022	$75.50		$81.50		$75.50		$75.50	
2023	$77.00		$83.00		$77.00		$77.00	
2024	$78.50		$84.50		$78.50		$78.50	

* Anticipated first year of operation under this contract is 2015.

** Please specify the adjustment in unit cost for variations in sludge characteristics (if applicable): will be negotiated with generator or hauler but will not exceed above listed "not to exceed" pricing.

*** 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).

Waste Type	Residual Waste		(list)		(list)	
Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**
2015	$65.00					
2016	$66.50					
2017	$68.00					
2018	$69.50					
2019	$71.00					
2020	$72.50					
2021	$74.00					
2022	$75.50					
2023	$77.00					
2024	$78.50					

* Respondent acknowledges that the costs presented above reflect an anticipated first year of operation under the contract is 2015.

** May be left blank if fixed price/ton information is provided for all years.

Other not-to-exceed proposed rate schedules for materials from the 2-County Region, such as bulky waste fees (list item and provide or attach rate structure):

EXHIBIT B

FACILITY HOURS

Hours that the Operator's Facility is Open to
Accept Waste from the 2-County Region

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)**:**

Permitted days and hours of operation at Southern Alleghenies Landfill are Monday through Saturday 12:00am to 6:00pm. Current operating days and hours at Southern Alleghenies are Monday through Friday 7:00ma to 3:00pm. Operating hours may be adjusted as needed within permit limitations.

EXHIBIT C

INTEGRATED WASTE AND RECYCLABLES SYSTEM SUPPORT

Operator's Offer, from the SOI Submittal, to Support
the Sustainability of the Integrated Waste and
Recyclables Management System in the
2-County Region

Waste Management of Pa, Inc

Two County Region Solicitation of Interest
Mifflin and Juniata Counties

Prepared by:
Scott Dellinger, Municipal Recycling and Diversion Manager, WM Recycle America
Erika Deyarmin, Public Affairs Coordinator, Waste Management of Western PA

Waste Management of Pennsylvania, Inc is a leader in solid waste and recycling services across the State. We currently own and operate 26 hauling companies, 20 municipal landfills, 12 transfer stations, one waste to energy plant and four fully automated single stream recycling processing centers. We value our position as a leader in the State and believe that our investment and financial strength provide both Mifflin and Juniata Counties with the best opportunity to expand services and develop long-term and sustainable programs for its residents.

Waste Management of Pa, Inc. (WMPA) is a wholly owned subsidiary of the parent company Waste Management, Incorporated (WM). In February of 2013, WM announced the purchase of Greenstar Recycling. The acquisition of Greenstar placed Waste Management over half way mark to achieving the company wide goal of processing and marketing more than 20,000,000 tons of recyclables each year by 2020, and increases processing capacity to more than 65,000 tons of single stream material each month in Pennsylvania alone.

We believe the success of your counties, and other more rural counties like yours, are a key to reaching our processing goals. Your commitment to recycling will help drive further investment in future recycling opportunities. Illustrated by our investment in Pennsylvania recycling, we are truly committed to the principals of "Reduce, Reuse and Recycle".

As a partner of Waste Management of Pa, Inc., you receive much more than just solid waste and recycling services; you are investing in the future of the industry and helping to drive innovation and change across the globe. We are the clear leader in the industry and the driving force behind almost every new and innovative solution available today. We believe in being good stewards of the environment and view waste as a resource. Our commitment is proven every day throughout the country by our 17 waste-to-energy plants, 2 renewable energy facilities and 137 landfill-gases to energy facilities. Currently, Waste Management provides enough energy to power more than 1.1 million homes each year - more than the entire solar industry.

The following information is fully responsive to your Solicitation of Interest (SOI) and illustrates why we believe Waste Management of Pa., Inc. has the resources available to provide you the best option for all of your solid waste and recycling needs.

1. **Encourage, maintain and potentially develop curbside collection:**

   Waste Management of Pa, Inc. is Pennsylvania's largest collection company and provides services across the state. We believe the most cost effective and sustainable approach to recycling services is through curbside collection. Collecting materials at the curb allows for better control of material quality and reduces the contaminates that lower the value of materials making many recycling programs unsustainable. Our staff will work with willing communities to develop collection programs that encourage recycling, reduce solid waste and control costs.

2. **Provide, maintain and expand public drop-off collection services to be available to all County residents within the Region:**

   Waste Management of Pa, Inc. possesses the resources in both our rolloff and front-load lines of business to help expand public drop off services; however, we encourage you to explore more curbside collection opportunities throughout your counties. Recent composition studies support residue rates in excess of 30% in unmanned recycling drop off centers. Heavy residue content increases the cost of processing by slowing down our systems, increasing maintenance costs and increasing our disposal fees. The impact of high residue content on stream value makes it difficult for many governments to sustain those programs and makes it difficult to identify those people who may misunderstand the types of materials needed. We will gladly work with the counties to expand recycling services throughout the region and will support your efforts to transition to a more municipal based collection process.

3. **Expand institutional recycling programs, particularly in Juniata County:**

   We have dedicated professionals available to work with schools, universities and medical service providers to help manage solid waste and recycling services. Our team will conduct site audits and work with facility managers to identify ways to recover more materials and reduce solid waste. We also support our field managers by utilizing our recycling professionals and resources to speak with groups and organizations interested in recycling to promote increased interest and enthusiasm. We believe that greater participation by municipal customers will provide increased opportunity throughout the region for improved access to recycling services.

4. **Expand Commercial Services:**

Much the same as our institutional division, we have dedicated staff available to work with commercial and industrial businesses in the region to expand recycling and reduce solid waste. Sustainable and affordable recycling programs are dependent on generating enough volume to justify the expenses incurred in getting the materials to market. We welcome the challenge of working with all communities, commercial establishments and institutions in the two county region to grow volume and increase participation in recycling.

5. **Expand electronics recycling into a regional program:**

Since the passing and implementation of Pennsylvania's Covered Device Recycling Act, WMPA realized that our customers are faced with the challenge about what to do with their unwanted e-waste. Fortunately, we are able to provide a solution through our partnership with Sunnking Electronics. Through this service, we have the ability to offer customers free e-waste recycling options.

With assistance from Sunnking, we will supply packaging supplies, pick up and transportation of material, and detailed reporting by category of all e-waste collected at a drop off location. Options are available to provide a convenient drop off location, which would accept e-waste during set business hours, or, one time collection events can also be arranged.

Currently in 2013, Sunnking has processed over 500,000 pounds of electronics from WM locations. Items available for collection include, but are not limited to, computers, printers, telephones, televisions and GPS units. A complete list of items is available if requested.

6. **Develop special materials recycling collection events:**

Waste Management of Pa, Inc. also has the ability to offer customers solutions, especially for hard to dispose of items, through their At Your Door Program.

Through WM's At Your Door Program, customers have a solution that is implemented community wide to collect items that are not usually allowed in the regular trash bin.

These items include:

- Household chemicals
- Paint products
- Automotive chemicals and batteries
- Electronics
- Garden chemicals

- Swimming pool chemicals
- Universal materials

The program is easy and convenient; WMPA will come directly to a customer's home and collect household materials that do not belong in the trash or recycling bin. Customers can schedule a collection either online, via email, or by calling a 1-800 number. Once collected, items are taken to a Household Hazardous Waste facility to be properly disposed of or recycled.

7. **Continue existing yard waste efforts and expand in yard waste collection where possible:**

As residents of Pennsylvania, we are all too familiar with the presence of yard waste, especially during the spring and fall months. At WMPA we know that grass clippings, leaves, tree limbs and other yard wastes are valuable resources when they are properly managed.

Waste Management of Pa., Inc. will work with your counties to provide convenient ways for your community to dispose of these kinds of organic materials, which may be turned into inexpensive compost or mulch, prized by local gardeners and other agricultural operations in your area. By diverting yard waste from landfills, nutrient-rich products can be returned back to the soil, benefiting your local environment.

8. **Improve the effectiveness of the existing recycling programs through a comprehensive public information and education program that will be communicated to and coordinated with local municipalities:**

At the beginning of 2014, Waste Management, Inc. will be rolling out a nationwide campaign titled "Recycle Often. Recycle Right.".

Through this simple message, WM will illustrate how recycling is not just about how many things you can put into a recycling container, but more importantly, how many things you put into a container that ***can be recycled.***

"Recycle Often. Recycle Right." is a key focus to improve recycling in our communities. Recycling often and right is easy and good for our environment. In addition, we want to educate residents on how to recycle the right way so that we can improve the quality of materials we intend to sell.

Locally, WMPA will be challenging communities with three objectives:

Think before you toss. Almost anything you throw away can be recycled in some way – paper, plastic, aluminum, food waste, glass and even electronics.

Residents will be encouraged to reference local recycling guidelines to ensure they are recycling right.

Get creative. Think about new uses for cans, bottles and paper. These materials are perfect for art projects.

Raise awareness. Tell your friends and family to recycle. It can become contagious. Be a recycling ambassador and share this simple message.

We hope this campaign will provide comprehensive information for the public, while providing the educational materials needed to effectively communicate the message to our customers across the state.

9. Work with existing waste haulers to encourage recycling and waste diversion:

   Waste Management of Pa, Inc. realizes that we are not the only hauler in the industry. Across the state, WMPA has a successful track record of working with existing waste hauling companies to encourage recycling and waste diversion.

   We appreciate the expense involved with building and operating recycling centers and offer our facilities to a large portion of both public and private hauling companies.

   Our company's focus is to expand recycling. We realize that in order to grow volume and participation we must do our part as the industry leader to make recycling services available to as many people as possible.

10. Develop a system to better document and report to the Counties of the Region the recycling that is occurring in the residential, commercial and institutional sectors:

    Upon entering and exiting our facilities, WMPA weighs every vehicle and provides weigh tickets containing, at a minimum, the gross vehicle weight, net vehicle weight, tare weight of materials, grade of materials, delivery vehicle and company information of the collecting hauler.

    Materials are credited to the generator account and can be tracked in any number of ways through our highly regarded ReTi software system. All generators have the ability to register for immediate real-time access to their account information via e-care, which provides internet access to their account and the ability to create custom reports.

    Upon establishing an account with WMPA, a composition study is conducted to determine the quantity and quality of each material contained in a typical ton

of the generator's recyclables. We repeat this process on a regular basis and store all composition information in a database by each account. Our goal is to evaluate enough material to provide us with an 85% or better accuracy rate.

All customers have the ability to request their specific volume information and composition results, providing them the ability to report accurate data. This information is also critical to making improvements and enhancements to ongoing recycling programs. Many communities have utilized this data to alter and develop key messaging to share with residents and commercial businesses that are contributing to their counties recycling efforts.

11. Use recycling efforts and educational efforts related to recycling as a means to deter illegal dumping activities through identifying recycling as an alternative to dumping:

In 2010, Keep Pennsylvania Beautiful (KPB) conducted and published surveys of illegal dump sites throughout Juniata and Mifflin Counties. In both surveys, KPB suggests that in some areas, the common presence of a waste type may indicate the need for a refuse/recycling program for that particular material.

In Juniata County, of the items inventoried at each dumpsite, 88% of the sites contained recyclables, and 100% of the 49 illegal dumpsites surveyed were found in areas without a curbside recycling program.

In Mifflin County, of the items inventoried at each dumpsite, 68% of the sites contained recyclables, and 68% percent of the 31 illegal dumpsites surveyed were located in a municipality without a curbside recycling program.

A study done by Keep Pennsylvania Beautiful shows that a community with curbside recycling will report a lower incidence of residential waste accumulation problems and a slightly lower incidence of dumping problems.

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

Waste Management of Pa, Inc. would be happy to work with champions in your counties to create a public awareness campaign to educate the public on the problem with illegal dumping. As mentioned above, our staff will also work with willing communities to develop collection programs that encourage recycling, reduce solid waste and control costs. We know that cost is a huge factor when municipalities look to implement a recycling program, and WMPA can provide assistance to identify and implement the best solution.

12. **Identify funding sources to be used to help implement Regional recycling goals:**

Waste Management of Pa, Inc. works closely with customers to help identify funding to support green education and community beautification efforts. In the past, we have worked with counties, municipalities and schools to help develop projects, provide the tools to successfully see the projects through, and identify grants to help support them.

Additionally, Waste Management, Inc. also provides grants through their partnership with Keep America Beautiful (KAB). In 2013, WM and KAB awarded fifty (50) $4,000 WM Think Green® Grants that supported projects such as the Great American Clean-Up (GAC), along with recycling, community clean-ups, beautification or community greening projects and/or related educational programs. Five of the 50 grants awarded went to deserving organizations across the state of Pennsylvania. Our employees were instrumental in identifying these projects to submit, and creating the proposals.

Also awarded were (10) $10,000 KAB Affiliate Grants to KAB affiliates throughout the country. In 2013, Pennsylvania KAB affiliates in Philadelphia and Westmoreland County each received $10,000 grants.

13. **In regard to the specific Juniata County recycling program goals, we have provided the following information that may have not been included above:**

School Recycling:
Waste Management of Pa, Inc. believes that schools are vital forums for educating young people and the community about the solutions, challenges and problems of solid waste management. If recycling is done correctly inside the school, we hope that hands on experience for the students will encourage them to make recycling not only something they do at school, but something they can apply at home and in the future.

We actively work with schools to help promote recycling to key players. Our staff can work with administration to create key messaging to send to maintenance staff, cafeteria workers, teachers and students. Waste audits can be performed to identify what is being thrown away, and where there is the biggest opportunity to increase recycling rates (classroom, cafeteria, etc.).

In some instances, we have gone inside the schools to host recycling assemblies, which teach the students the importance of recycling and provide them with the tools to know how to recycle.

Annual functions, such as the Great PA Cleanup, America Recycles Day, etc.:

The Think Green grants mentioned above are not the only way we partner with Keep America Beautiful.

For more than 25 years Waste Management, Inc. has supported Keep America Beautiful, contributing in recent years more than $1 million annually through cash contributions and in-kind support to promote the prevention of litter, reduce waste, promote recycling and improve communities through beautification projects.

Waste Management, Inc. is a national sponsor of KAB's signature event, the Great American Cleanup™, providing in-kind equipment, manpower and logistical support to millions of volunteers in local efforts.

We also support numerous smaller activities in local communities through associated KAB chapters.

This past year, in partnership with Keep Pennsylvania Beautiful, and the PA Department of Environmental Protection, WMPA locations across the state offered free disposal service for the "2013 Great American Clean Up of PA".

Groups and organizations registered as part of the "Great American Clean Up of PA" were offered free disposal from April 20 through May 7 to help with their community cleanup efforts.

In 2013, over 600 groups were registered to participate in the Great American Clean Up of Pennsylvania. All groups had access to free disposal of materials from their cleanup efforts across the state.

Waste Management, Inc. also proudly sponsors America Recycles Day and Arbor Day through their partnership with the Arbor Day Foundation. Events promoting the awareness of these environmental holidays are great ways for us to partner with local communities.

Across Pennsylvania and North America, Waste Management is transforming itself and continuing to set the bar in the environmental services industry. Our company is relentlessly working to extract new value from waste and find new ways to be an environmental steward and good neighbor.

We value our relationships with your Counties and are committed to helping you improve waste and recycling management efforts. We encourage you to allow our unparalleled experience and financial stability help you achieve your goals for recycling and improved services, and appreciate your consideration of our submission.

EXHIBIT D

DISPOSAL CAPACITY COMMITMENTS

Operator's Waste Disposal Capacity Commitment to the 2-County Region, from the SOI Submittal

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 the 2-County Region that will be accepted for processing or disposal during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage of Facility	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Day - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Week - from the 2-County Region*	Minimum Guaranteed Tonnage Commitment to be Accepted per Operating Year - from the 2-County Region*
Conventional Municipal Waste	Y	**3,300 max**	**200**	**1,000**	**52,000**
Construction/Demolition Waste (C&D)	Y	**2,300 avg.**			
Municipal Sewage Sludge	Y	**(See note)**			
Infectious & Chemotherapeutic Waste (ICW)	Y	**(See note)**			
Other (specify)_____		**The max and avg.**	**All types**	**All types**	**All types**
Other (specify)**_____		**Include all waste types**	**All types**	**All types**	**All types**

* Please note "All" if there are no specified maximum limits; commitment here is for Mifflin and Juniata Counties' waste, plus any additional waste from the Region managed by the Mifflin County Solid Waste Authority

** Attach additional pages if more types of waste need to be included

d. Minimum sludge characteristics required: % Solids ___20___

Other requirements?: Must pass paint filter test.

Each generator must be approved prior to acceptance

e. Will bulky wastes be accepted? ☒ Yes ☐ No

If yes, specify tonnage: __20__ (tons/day or tons/year)

***Note: Sewage sludge and ICW must be approved prior to disposal.**

If yes, lists types and other requirements?: _____

Unusual bulky items will be considered on a case by case basis upon request.

f. Is Respondent willing to accept Residual Waste at its facility? ☒ Yes ☐ No
If yes, specify tonnage: 50 (tons/day or tons/year)

If yes, lists types and other requirements: Non hazardous solid residual waste. Semi-solid and liquid waste will be considered for acceptance into our solidification operation at the facility upon request on a case by case basis.

g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 0.5% of your daily commitment to accept 2-County Regional waste, or a minimum of 100 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events? ☒ Yes ☐ No

If yes, please specify annual tonnage donation: * (tons/year)

***up to .5% of actual tons received from paying customers.**

2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with the 2-County Region on the manner in which they may be able to provide support for an enhanced and sustainable integrated waste and recyclables management program serving the 2-County Region, 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 the 2-County Region?
☒ Yes
☐ No

b. Does Respondent affirm its willingness to enter good faith discussions with the 2-County Region to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for the 2-County Region?
☒ Yes
☐ No

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2015

DATE (MM/DD/YYYY): 4/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
LOCKTON COMPANIES
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Co of North America	43575
INSURER C: ACE Property & Casualty Insurance Co	20699
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1300299
WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATE
RELATED & SUBSIDIARY COMPANIES INCLUDING:
SOUTHERN ALLEGHENIES LANDFILL
843 MILLER PICKING ROAD
DAVIDSVILLE PA 15928

COVERAGES CERTIFICATE NUMBER: 12895131 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU INCLUDED X ISO FORM CG 00011207 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	HDO G2732924A	1/1/2014	1/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ 5,000,000 $ 6,000,000 $ 6,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS X MCS-90 SCHEDULED AUTOS X NON-OWNED AUTOS	Y	Y	MMT H08816025	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	XOO G27054961	1/1/2014	1/1/2015	EACH OCCURRENCE AGGREGATE $	$ 15,000,000 $ 15,000,000 $ XXXXXXX
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C47876345 (AOS) WLR C47876357 (AZ,CA&MA) SCF C47876369 (WI)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	EXCESS AUTO LIABILITY	N	Y	XSA H08816013	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

12895131
MIFFLIN COUNTY SOLID WASTE AUTHORITY
PO BOX 390 87 LANDFILL RD
LEWISTOWN PA 17044

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

1/1/2015

DATE (MM/DD/YYYY): 4/10/2014

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PRODUCER
LOCKTON COMPANIES
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Co of North America	43575
INSURER C: ACE Property & Casualty Insurance Co	20699
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1300299
WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATE
RELATED & SUBSIDIARY COMPANIES INCLUDING:
SOUTHERN ALLEGHENIES LANDFILL
843 MILLER PICKING ROAD
DAVIDSVILLE PA 15928

COVERAGES

CERTIFICATE NUMBER: 12895135

REVISION NUMBER: XXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X XCU INCLUDED X ISO FORM CG 00011207 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:	Y	Y	HDO G2732924A	1/1/2014	1/1/2015	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 6,000,000
							PRODUCTS - COMP/OP AGG	$ 6,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X MCS-90	Y	Y	MMT H08816025	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	Y	Y	XOO G27054961	1/1/2014	1/1/2015	EACH OCCURRENCE	$ 15,000,000
							AGGREGATE	$ 15,000,000
								$ XXXXXXX
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C47876345 (AOS) WLR C47876357 (AZ,CA&MA) SCF C47876369 (WI)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 3,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 3,000,000
							E.L. DISEASE - POLICY LIMIT	$ 3,000,000
A	EXCESS AUTO LIABILITY	N	Y	XSA H08816013	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

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CERTIFICATE HOLDER

12895135
JUNIATA COUNTY BOARD OF COMMISSIONERS
PO BOX 68
MIFFLINTOWN PA 17059

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/16/2014

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Holder Identifier :

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
CityPlace Center East
2711 North Haskell Avenue
Suite 800
Dallas TX 75204 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIG Specialty Insurance Company	26883
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Waste Management, Inc.
1001 Fannin
Suite 4000
Houston TX 77002-6711 USA

COVERAGES CERTIFICATE NUMBER: 570053487337 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Poll Legal Liab			PLS5444079	01/01/2014	01/01/2015	Each Incident Limit	$10,000,000
				SIR applies per policy terms & conditions			Aggregate Limit	$20,000,000
							SIR	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured Site Location: Southern Alleghenies Landfill Inc., 843 Miller Picking Rd, Davidsville Pa 15928

Certificate No : 570053487337

CERTIFICATE HOLDER

Juniata County Board of Commissioners
PO Box 68
Mifflintown PA 17059 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/16/2014

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PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
CityPlace Center East
2711 North Haskell Avenue
Suite 800
Dallas TX 75204 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIG Specialty Insurance Company	26883
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Waste Management, Inc.
1001 Fannin
Suite 4000
Houston TX 77002-6711 USA

COVERAGES CERTIFICATE NUMBER: 570053487154 REVISION NUMBER:

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Poll Legal Liab			PL55444079	01/01/2014	01/01/2015	Each Incident Limit	$10,000,000
				SIR applies per policy terms & conditions			Aggregate Limit	$20,000,000
							SIR	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured Site Location: Southern Alleghenies Landfill Inc., 843 Miller Picking Rd., Davidsville, PA 15928.

CERTIFICATE HOLDER

Mifflin County Solid Waste Authority
PO Box 390
87 Landfill Road
Lewistown PA 17044 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570053487154

Appendix L

Haul / Disposal Agreement

RFP for Mifflin County Solid Waste Authority
Transfer Station Haul/Disposal - November 2013

MIFFLIN COUNTY SOLID WASTE AUTHORITY
REQUEST FOR PROPOSALS

MCSWA TRANSFER STATION
HAULING/DISPOSAL RFP

NOVEMBER 2013

(Mifflin County and Juniata County Region)

Mifflin County Solid Waste Authority
87 Landfill Road
PO Box 390
Lewistown, Pa 17044

CONTACT INFORMATION:

Lisa J. Smith, Director
PH: (717) 242-3301
FX: (717) 242-3394

Daniel E. Bright, Attorney
Law Firm: McQuaide Blasko
811 University Drive
State College, PA 16801
PH: (814) 235-2221
FX: (814) 234-5620

MIFFLIN COUNTY SOLID WASTE AUTHORITY
FOR MCSWA TRANSFER STATION
HAULING/DISPOSAL RFP

Table of Contents

SECTION 1:
GENERAL INFORMATION

MCSWA TRANSFER STATION
HAULING/DISPOSAL RFP

1a Solicitation for Request for Proposals (RFP)

The Mifflin County Solid Waste Authority (MCSWA) will receive responses to the RFP asking for private or public entities interested in providing transportation and disposal of the collected municipal and residual waste from the Authority's transfer station.

The Mifflin County Solid Waste Authority will receive sealed responses until 12:00 noon prevailing time, December 12, 2013, at which time the responses will be publicly opened and acknowledged.

A Pre-Proposal Conference will be conducted at 10:00 a.m. prevailing time on November 22, 2013, at the offices of the Mifflin County Solid Waste Authority.

Copies of the RFP may be obtained by contacting Mifflin County Solid Waste Authority, 87 Landfill Road, Lewistown, Pa, 17044. Contact Phone: 717-242-3301.

Respond to the Capacity SOI currently available under the Regional SW Plan and have all facilities intended for use for waste disposal, approved in the Regional Plan

Responses must be submitted on forms provided in the RFP Package. All responses must be sealed, clearly and show the name and address of the respondent, and include the statement, "MCSWA TRANSFER STATION HAULING/DISPOSAL RFP"

A bid bond in the amount of one hundred thousand dollars ($100,000.00) must accompany responses.

The MCSWA reserves the right to reject any and all responses and waive any informalities or irregularities in any responses or the solicitation process.

1b Introduction to the Region

Mifflin County is a geographically small and mostly rural county, located in central Pennsylvania. Two major roads link Mifflin County to surrounding Pennsylvania counties: U.S. Route 522 running south and north, and U.S. Route 322 running west and east. The County is situated in the middle of the Susquehanna River basin along the Juniata River. The adjoining counties are Centre to the north, Huntingdon to the west, Juniata to the south, and Snyder and Union to the east.

Mifflin County encompasses a total of 431.1 square miles and is divided into 16 municipalities, 10 townships and 6 boroughs. Of these townships and Boroughs, only 1, Lewistown Borough, is large enough for mandatory recycling.

Juniata County, located slightly southeast of the center of the Commonwealth of Pennsylvania, was established as a County by a legislative act in 1831. Juniata County was named for the river running through its boundaries. The adjoining counties include Snyder and Mifflin counties to the north, Huntington and Franklin counties to the west, Perry County to the south and Northumberland and Dauphin counties to the east.

Juniata County is 394 square miles in area and is made up of 17 municipalities: 13 townships and 4 boroughs, with no mandated municipalities.

1c History of Municipal Waste Management in the Region

Mifflin County has a long history of working cooperatively with municipal officials and the public to manage municipal waste generated in the County.

The Mifflin County Solid Waste Authority (MCSWA) was created by the County Commissioners in 1975 and became the implementing agency for the management of municipal waste generated in Mifflin County. The MCSWA Board of Directors is comprised of nine members, appointed by the County Commissioners for five-year terms. All members reside in various areas of Mifflin County. **(Refer to Section 8-8g)**

The original Barner landfill site was constructed in Derry Township the 1960s by Lewistown Borough which operated it until 1987.

In 1987, the MCSWA purchased a portion of the landfill from Lewistown Borough. The original (unlined) landfill that was operated in the 1960s was closed by the Borough and remains the property of the Borough.

In 1988, the MCSWA began searching for expansion alternatives for the Barner Landfill, and found that most options were not cost efficient. MCSWA evaluated

using an incinerator, but this alternative was found to be too costly an option for waste disposal. The 1991 Mifflin County Solid Waste Management Plan recommended that the Barner Landfill (operated by the MCSWA) be expanded and that all municipal waste generated in Mifflin County be directed there. Based on this plan the MCSWA designed and obtained a permit for Barner #3 Landfill, which was operated from 1993 to 2005 by MCSWA.

The MCSWA obtained a transfer station permit from the Pennsylvania Department of Environmental Protection (PaDEP # 101668) and construction was completed in 2004. The MCSWA transitioned from landfill operations into full Transfer Station operation the end of 2005. Since 2005 the MCSWA continues to operate the Transfer Station along with providing recycling services for the residents and businesses of Mifflin County.

Previously Mifflin and Juniata County maintained separate Municipal Waste Management Plans. During this planning cycle, the two Counties decided to cooperate on a Regional Plan a decision which was encouraged by PaDep to fulfill the requirements of the Region, rather than each County. In 2011, Mifflin and Juniata Counties each adopted a resolution to proceed with a Joint Municipal Waste Management Plan. **(Refer to Section 8-8h)**

Currently, the Counties and MCSWA are in the completion and adoption Phase of the revised Regional Municipal Waste Management Plan (the "Plan"). The tentative adoption date of the Plan is the beginning of 2015; the Plan will be a ten year plan. This will ensure that the Region has disposal capacity for the next ten years through the independent Processing/Disposal Capacity Solicitation of Interest (SOI) that is currently available in coordination with this RFP. The progress of the "Plan" can be viewed via either County's Website under the heading "Planning Department."

1d Current and Projected Population and Waste Generation Rates

Population projections indicate that Mifflin County's population may increase from the year 2010 population of 46,682 to 48,292 by 2020 (3.4 percent growth rate from 2010 population) and to 48,655 by 2030 (0.75 percent growth from 2020 population). These figures indicate an average annual growth rate of less than 1 percent. **(Refer to Section 8-8c)**

Population projections indicate that Juniata County's population may increase from the year 2010 population of 24,636 to 25,979 by 2020 (5.0 percent growth rate from 2010 population) and to 27,566 by 2030 (6.0 percent growth from 2020 population). These figures also indicate an annual growth rate of less than 1 percent, although a more rapid population growth rate is expected in Juniata County than in Mifflin County. **(Refer to Section 8-8d)**

The estimated populations of Mifflin County and Juniata County for year 2012 are 47,006 and 24,785, respectively. According to the 2010 US Census Bureau, Mifflin County's population has not grown at the rate originally assumed in the 2008 Mifflin County Public Sewer Plan. However, a large project is currently proposed in Derry Township, Mifflin County that could generate substantial waste tonnages. For this reason, the population projections from the 2008 Sewer Plan will be used to project waste tonnages over the ten year planning period, with the assumption that the population may not increase to projected levels, but the waste tonnage may still increase to the respective projections if the Derry Township project is completed. The Regional Plan recommends Mifflin County revisit population projections during the next solid waste management plan revision in regards to the Derry Township project, to confirm whether or not the project was completed, and its resulting impact on waste tonnages.

The quantity of municipal waste generated within the Region was estimated using the MCSWA 2010 data that was submitted to the PaDEP and population projections provided by the Mifflin County Planning and Development Department. **Section 8-8e** identifies the MSW tons of waste received at disposal facilities over a five year period, based on PaDEP Waste Destination Reports.

Section 8-8f represents "in-house" tons of waste processed through the MCSWA Transfer Station over a ten (10) year period from 2003 through 2012.

Section 8- 8b includes a list of the types of Residual Waste the MCSWA Transfer Station is currently permitted to accept. It is anticipated that these and other future residual wastes will be delivered to the transfer station for disposal. More details can be released after evaluation of responses and award.

The MCSWA has been successful in using Volume Discount Contracts to continue waste flow to the facility with the large haulers since the conversion from landfilling to transferring of waste. Initially, five (5) year contracts were effective in maintaining waste flow. Following the initial contracts the MCSWA was successful in negotiating shorter term contracts with the large haulers to maintain waste flow to the facility.

Currently, the existing Volume Discount Contracts are in place through the end of 2014. These contracts represent approximately 28,000 annual tons. Negotiations to establish future Volume Discount Contracts will commence upon completion of the RFP process. Additionally, it must be noted, the evaluation of flow control and its implementation in the Region will be an option of the Region within the finalization of the "Plan" but not without every effort of the MCSWA to continue to use the proven ability to negotiate with the large haulers to achieve flow of waste to the facility.

SECTION 2:
PROJECT APPROACH

2a SUMMARY OF INTENT

The MCSWA is requesting responses for long range municipal and residual waste hauling and disposal services with a commencement date of January 1, 2015.

The MCSWA is hereby soliciting proposals from the private sector and public municipal entities to provide Municipal and Residual Waste Hauling and Disposal services to accommodate all such waste processed by the MCSWA Transfer station for the Regional waste volumes in the required two (2) formats:

For a five (5) year contract period, with a five (5) year option to renew.

Additionally, provide a response for a consecutive ten (10) year contract period.

2b Consideration for Procurement

The goal of the MCSWA is to provide the residents**,** businesses**,** and institutions of the Region with an assured long term Municipal Solid Waste (MSW) and Residual Waste management system for the waste from the transfer station that is environmentally safe, economically sound, and uses established technology. Only established and proven waste management technology will be considered in response to the RFP.

Established disposal technologies other than landfills will include only those technologies which: (1) have been in constant for at least ten (10) years at one location in the United States; (2) have been used at one location to properly and satisfactorily manage a minimum of 800-900 tons per week of MSW for at least ten (10) years; (3) provide for a total solution, management of the entire MSW load including bypass waste, ash, etc.; and (4) are permissible under regulations.

The MCSWA will enter into a long-term contract only with an entity that is financially sound and possesses adequate resources to perform a long-term contract. Other considerations include:

- Cost of the proposed services.

- Distance from MCSWA Transfer Station to the proposed disposal sites.
- Controls on escalation of services over the life of the contract.

- Environmental compliance history is an important factor.

- The MCSWA intends to enter into one or more Agreements for MSW and Residual Waste disposal services with a term of up to ten (10) years from the Commencement Date. The ten year term has been chose in connection with the requirements of Act101, long term County needs, and in an effort to limit liability

- The MCSWA will obligate itself to deliver all waste, except salvaged, recycled or rejected material, disposed of at the transfer station to the successful respondent. However, respondents should be aware that no quantities of waste are or will be guaranteed by the contract.

- MCSWA reserves the right to determine what materials delivered to the MCSWA Transfer Station site are defined as recyclables or non-recyclable MSW; MCSWA may engage in on-site sorting/processing to recover recyclables.

- The MCSWA believes that current waste management technologies are sophisticated, evolving and subject to scrutiny by the public. As a result, experience both with the proposed technology and in working effectively with the public sector and/or municipal entities are important considerations.

- It is expected that any contract will relieve the operator of the disposal facility from certain Uncontrollable Circumstances and Changes in Law significantly affecting operation and maintenance of the selected option. The respondent shall pay all taxes, host community fees, state surcharges and similar costs including, but not limited to Act101 fees, related to the disposal facility. Certain increases or decreases in such costs applicable to MSW or Residual Wastes at the disposal facility(s) generally will be passed through to the MCSWA.

- The MCSWA will consider other factors including the use of alternate fuels that reduce air pollution in its evaluation.

Upon receipt of the responses to the RFP, the MCSWA and its advisors will review and evaluate them.

2c Selection Procedure

It is anticipated that a negotiating team will be formed to oversee the review and evaluation of the responses to the RFP. The MCSWA may reject any or all responses and waive any informalities or irregularities in any responses or the solicitation process.

2d Bid Schedule

The Respondents shall comply with the following schedule:

RFP Distribution to Potential Respondents	November 8, 2013
Pre-Proposal Conference	November 22, 2013
Response Due	December 12, 2013
Response Opened	December 12, 2013

On or after November 8, 2013, potential Respondents and other persons may obtain copies of the RFP from the Mifflin County Solid Waste Authority, 87 Landfill Road, PO Box 390, Lewistown, Pa 17044, and Phone number: (717) 242-3301.

2e MCSWA Commitments

The MCSWA shall:

- Contract for the disposal of MSW and Residual Waste for the term of an Agreement. Subject to any contracts then in effect, the amount of such MSW and Residual Waste shall be non-recycled MSW and Residual Waste delivered to the transfer station for disposal. For purposes of the RFP, sludge from water supply treatment and wastewater treatment plants and septage are not included.

- Operate the transfer station in accordance with all local, state, and federal law and regulations.

- Use its best efforts to screen all waste delivered and only load acceptable material on transport trailers that are compatible with the MCSWA's transfer station.

- The MCSWA will maneuver load, tarp, and place trailers in a designated area to be picked up by transporter.

- The MCSWA will guarantee that waste delivered to the transfer station, with the exception of any salvaged, recycled, or rejected material, will be loaded on transport trailers.

- MCSWA reserves the right to determine what materials delivered to the MCSWA Transfer Station site are defined as recyclables or non-recyclable MSW; MCSWA may engage in on-site sorting/processing to recover recyclables.

- The MCSWA will provide the successful bidder with all information on file to assist the Respondent's disposal site in becoming permitted to accept the residual waste streams that will pass through the transfer station.

- The MCSWA will make reasonable efforts to market for additional MSW and Residual waste streams to pass through the transfer station. This marketing will be done in accordance with all existing and approved Regional Solid Waste Management Plans. Any potential Residual waste streams will first be discussed with the Respondent's disposal site to ensure that such waste can be accepted.

- The MCSWA Transfer Station PaDEP permitted hours to accept waste are Monday-Friday 7 am to 4 pm and Saturday 7 am to 12 pm. **(Refer to Section 8-8a permit condition no 4)**

- The MCSWA current operating hours/days per year: Monday-Friday 7am to 3pm; Saturday 8 am to 11:30 am; except closed holidays as follows: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, 1st Day of Buck Season and Christmas Day

2f Respondent Commitments

The Respondent shall:

- Meet the environmental, technical and financial criteria described in this RFP, and provide the agreed MSW disposal capacity and associated waste management services for the term of the Agreement.

- Be financially able to pay damages, if deadlines and commitments are not met. Damages may include the increased MSW disposal and

transportation cost incurred by the MCSWA or Haulers for the term of the Agreement should the Disposal Facility not operate as required under the Agreement or not provide the agreed disposal capacity and associated waste management services for any reason other than Uncontrollable Circumstances.

- Be able to post a performance bond as described in Section 3-d-4 of the RFP.

- Be responsible for those aspects of the waste management option to which it has contractually committed itself, and compliance with all Federal, State and Local environmental and other regulations and laws.

- Be responsible for meeting the required deadlines and schedules.

- Agree that no proposal may be withdrawn for a period of twelve (12) months after the due date for the proposals.

- Bear the risk that variations in the quantity of MSW and Residual waste delivered to the proposed transfer station for disposal may cause the estimated quantity of waste represented by the Contract to vary.

- Provide a disposal location (s) (primary and backup facility) that can accept the MSW and Residual waste streams from the Transfer Station.

- Respond to the Capacity SOI currently available under the Regional SW Plan and have all facilities intended for use for waste disposal, approved in the Regional Plan.

- Provide a complete and sufficient transportation system that removes the waste from the transfer station and delivers it to the disposal site in accordance with all Local, State, and Federal regulations and is compatible with the operation of the proposed transfer station.

- Provide an appropriate number of transfer trailers and tractors. The MCSWA maintains a historical trailer loaded weight average over 23.5 tons per load with current tipper trailers.

SECTION: 3
INSTRUCTIONS TO RESPONDENTS

3a Submission of the Request for Proposals

Mifflin County Solid Waste Authority invite and will receive sealed responses for the Bids on the forms included with this Packet at the office of the MCSWA until 12:00 noon December 12, 2013. All Bids will be publicly opened and acknowledged by the MCSWA at the landfill Conference Room located at 87 Landfill Road, Lewistown, Pa 17044 shortly after 12:00 noon, December 12, 2013.

All responses must be made on the forms included in **Section 7** in their entirety. All responses must be typed, except for signatures. All items on the appropriate forms must be completed or the response may not be considered. Unless specifically allowed on the Bid forms, no response will be considered which is not based on the project requirements and/or alternates described within and must by properly completed or signed.

Respondents must provide an original, plus one (1) electronic copy in PDF format on a USB flash drive or on a computer disk of the response. One response shall be designated as the original and shall be signed and notarized. Envelopes containing responses must be sealed and clearly show:

1. The name and address of the respondent.
2. The statement "MCSWA TRANSFER STATION HAULING/DISPOSAL RFP"

Note: No Facsimile transmissions (FAX) or Email (electronic mail) submissions will be permitted or accepted.

A bid bond in the amount of one hundred thousand dollars ($100,000.00) must accompany responses. Such security will be retained through any negotiation process.

3b Requirements for Signing Responses

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

Any response submitted on behalf of a partnership must be signed by all the partners or by an attorney-in-fact. If signed by an attorney-in-fact, power-of-

attorney evidencing authority to sign the response, executed by the partners, must be attached.

Any response submitted for a corporation must: (a) designate the correct corporate name, (b) be signed by an officer authorized to bind the respondent, and (c) be attested by the proper corporate officer.

Any response submitted for another form of entity must: (a) designate the correct entity name, (b) be signed by a person authorized to bind the entity, and (d) be properly attested, if required by the entity form.

3c Right to Reject

The MCSWA reserves the right to reject any and or all responses and waive any informalities or irregularities in any responses.

3d Response Outline

3-d-1 Executive Summary

In a clear and concise manner, the Respondent shall summarize the Respondent's qualifications, including financial condition, compliance history, and experience in working and cooperating with the public sector.

Relevant private or public sector experience shall be generally described to support the Respondent's qualifications.

3-d-2 Forms and Compliance Information

The Respondent must complete Forms A, B, C (Compliance History), E, as applicable and the Proposal Form in Section 7.0, Response Forms, for all affiliated entities participating in the response.

Through the Form C or additional attachments, the Respondent must provide a detailed discussion of any current compliance problems or inability to obtain PaDEP permits or permits from equivalent regulatory agencies in other jurisdictions.

3-d-3 Experience

The Respondent must include a detailed discussion of the working relationship envisioned by the Respondent with the MCSWA for the proposed waste management option. This discussion should include a description of which portion(s) of an entire waste management strategy will be the responsibility of the Respondent, which will be the responsibility of the MCSWA, and how the two will work jointly to create an efficient, cost-effective, environmentally sound waste management scenario for the Region.

The Respondent must provide at least one (1) example of a similar successful working relationship that the Respondent has had with the public/private sector. A detailed discussion of the nature and size of the project(s) must be provided. In addition, the Respondent shall provide the name and address of a contact person for each example who is intimately familiar with the project example.

3-d-4 Financial Information

The Respondent shall identify itself by name and type of business organization (e.g., corporation, joint venture or municipal authority). The Respondent must include a copy of the most recent audited financial statement(s) for all entities participating in the response.

The Respondent must document its ability to secure a performance bond or a Letter of Credit in the amount of one million dollars ($1,000,000). This security shall be in the form of a letter from a Bonding/Surety Company stating that the Respondent is financially able to secure a bond in this amount or a letter from a financial institution stating that a one million-dollar ($1,000,000) letter of credit is available to the Respondent. This performance bond or letter of credit will remain in place through the contract term.

A bid bond in the amount of one hundred thousand dollars ($100,000.00) must accompany responses. This bid bond will be retained through the evaluation and the negotiation process up to a maximum of twelve (12) months. Upon a Respondent's elimination from the process, the bond will be released.

3-d-5 Site Location

The Respondent shall identify the location of the disposal facilities to be utilized. Road mileage and the preferred route from the MCSWA, 87 Landfill Road, (on Route 522N) Lewistown, PA 17044 must be indicated. All Respondent facilities must be identified on a location map. Permitted facilities must provide the permit number and refer to the issuing authority. All facilities must be approved in the Regional SWM Plan. This can be done by responding to the Capacity SOI currently available under the Regional SW Plan and for the Respondent to have all facilities intended for use for waste disposal approved in the Regional Plan

3-d-6 Disposal Costs

The Respondent shall indicate a per ton disposal fee for a five (5) year period, with a five (5) year option to renew. Additionally, the Respondent shall provide an alternate response for a consecutive ten (10) year period. The proposal shall provide a per ton disposal fee for each contract year for

both alternatives. The Respondent shall provide this for the primary facility and back-up facility to be one in the same on the response.

All taxes, host community fees, state surcharges, and similar costs including, but not limited to, Act 101 fees must be included.
Any fees, surcharges and costs that are enacted or instituted during the term of the contract will constitute a "change in law" and the contract will allow these costs and fees to be added to the contract price.

3-d-7 Transportation Costs

In conjunction with the disposal fee proposed, the Respondent will provide a cost proposal for trucking of all MSW and Residual waste received at the MCSWA's transfer station to its proposed destinations.

The Respondent shall indicate a transportation cost for a five (5) year period, with a five (5) year option to renew per ton format.

Additionally, provide an alternate response for a consecutive ten (10) year period.

The proposal shall include a transportation fee per ton for each contract year and shall include the complete transportation cost providing compatible equipment for MCSWA transfer station.

Transportation costs shall assume a fuel cost of $4.00 per gallon and that no fuel price adjustment will be made for fuel prices between $3.50 and $4.50 per gallon ("no adjustment range"). A fuel price adjustment will be included in the contract for fuel prices above and below the no adjustment range. However, the contract shall also include a cap on upward ***diesel fuel*** adjustments of $5.50 per gallon. This cap is to encourage the use of alternate fuels.

The contract will use the actual fuel price based on a standard reference price on the business day immediately prior to the first day of the contract period; the no adjustment range and upward adjustment cap for diesel fuel will be set at that time based on the actual fuel price used for the contract.

SECTION 4:
CONDITIONS OF THE RFP

4a Respondent Costs

The MCSWA is not responsible or liable for any costs and expenses incurred by the Respondent in connection with the Respondent's Response to this RFP.

4b Respondent Investigation

Respondents shall satisfy themselves by personal investigation and by other such means as they deem necessary, as to the conditions affecting the services requested. No information derived from any part of the RFP, or from the MCSWA or its advisors shall relieve the Respondent from any risk or from fulfilling all of the contractual commitments to be embodied in the Agreement between the MCSWA and the successful Respondent.

4c MCSWA Rights

Not with standing any other provision of the RFP, the MCSWA reserves the right, in its sole discretion to:

- determine whether any aspect of a Response to this RFP meets the criteria established in this RFP;
- waive any immaterial technicalities or irregularities in a Response;
- issue subsequent RFPs;
- prepare and issue amendments and/or addenda to this RFP, prior to entering into any agreement or further negotiations, that may expand or cancel any portion or all work herein described;
- request clarification of a Response, including additional compliance, technical or operating data within a designated period;
- reject any or all Responses;
- modify the RFP process schedule or postpone the date for acceptance of Responses;
- accept the Response(s) which the MCSWA believes is in the best interest of the residents, businesses, and institutions of the County; Region and
- enter into negotiations with one or more Respondent(s).

4d Addenda and Amendments

Any addenda or amendments issued by MCSWA prior to the due date shall become part of this RFP and the Respondent shall acknowledge receipt of each addenda or amendment in the Executive Summary section of the Response.

4e Interpretations and Clarifications

No request for further interpretation or clarification of the meaning of any part of this RFP shall be made by any Respondent after the Pre-Proposal Conference.

4f Correction of Errors

The person signing the Response must initial erasures or other corrections in the Response. Patent clerical errors may be corrected by the MCSWA. However, the MCSWA has no obligation to make such corrections.

4g Withdrawal of Response

In the Event that a Respondent withdraws from this procurement process, The MCSWA reserves the right, in addition to other stated rights in the RFP, to select any of the remaining Respondents as a replacement. All material shall become the sole and exclusive property of MCSWA, even if withdrawal occurs.

4h Pre-Proposal Conference

A Pre-Proposal Conference will be held at 10:00 a.m. prevailing time on November 22, 2013 at the offices of the Mifflin County Solid Waste Authority. Questions, interpretations, and clarifications of the RFP for the Respondent shall be handled at that time.

4i Confidentiality

All Responses to the RFP will be opened and evaluated at a meeting at the MCSWA that is open to the public. As a result, all portions of the Responses will be considered public information and will not be kept confidential.

SECTION 5:
RESPONSE EVALUATION PROCESS

5a General

The evaluation and subsequent identification of the most qualified Respondents by the Authority will be based on the completeness of the submission, financial strength, compliance history, and relevant experience, specific facility information, disposal fees and trucking costs criteria, listed in the following subsections.

To assist the MCSWA in evaluating Responses, evaluation criteria have been developed. These criteria will be used in the Response evaluation process. Only information presented in fulfillment of the requirements for the criteria will be considered in the evaluation process.

5b Evaluation Process

The Response shall be deemed qualified with respect to completeness if all necessary response narratives and forms have been completed and signatures provided. All questions on the Response forms must be answered. If an item is not applicable, the Respondent shall mark it "N/A." The Respondent must provide one original and one electronic copy in PDF format on a flash drive or computer disk. One response shall be designated as the original and shall be signed and notarized.

5c Evaluation of Compliance Information

The MCSWA will deem a Respondent qualified under these criteria if a completed **Form C** is provided and the Respondent does not have Compliance History problems, which in the judgment of the MCSWA, could prevent the Respondent from providing the proposed waste management services. In addition, the MCSWA may utilize compliance history as a comparison between Respondents in addressing environmental and liability concerns. The MCSWA may take steps to investigate compliance history through dialogue with regulatory agencies or other means.

5d Evaluation of Experience

The MCSWA will deem a Respondent responsive under these criteria if the Respondent provides a description of the proposed waste management services and the envisioned working relationship with the MCSWA.

In addition, the Respondent must provide at least one (1) example of similar, successful waste management services provided by the Respondent. The example(s) must include a detailed discussion of the services provided; the working relationship achieved with the public/private sector, and provide a contact person for each project.

5e Evaluation of Financial Information

Evaluation of the Respondent's Financial Information will include the minimum financial criteria described in Section 3.

For purposes of evaluation, the MCSWA will deem a Respondent responsive in the event the Respondent provides and/or meets the following criteria:

- An audited Financial Statement for all entities participating in the response has been provided.

- Documentation of ability of the Respondent to secure a one million dollar ($1,000,000) Performance Bond or Letter of Credit. Documentation must be in the form of a letter from a Bond/Surety Company stating that the Respondent is bondable or a letter from banking or financial institution stating that the Respondent has access to a letter of credit in this amount.

- All other financial information identified in Section 3.

5f Evaluation of Proposed Facility (primary and backup facility)

- The MCSWA will evaluate the Respondent's proposal based upon, but not limited to, the major issues and factors discussed in Section 2: Project Approach.

- The MCSWA will confirm the named facilities have made the necessary response to the Capacity SOI under the Regional SW Plan and have all facilities approved in the Regional Plan

- The MCSWA will evaluate the proposed facility(s) based on specific technology employed or to be employed at the facility, location, access, control of property, capacity considerations, environmental concerns, liability concerns, and acceptability to the Region and PaDEP for Plan revision purposes.

- The MCSWA will evaluate the disposal costs associated with each facility based on disposal fees fuel type proposed, and trucking costs.

5g Evaluation of Transportation/Trucking Costs

- The MCSWA will evaluate the trucking proposals based upon costs, conformity with the overall disposal proposal, and the major issues and factors discussed is Section 2: Project Approach.

5h Selection of Respondent

One or more Respondent(s) may be selected by the MCSWA and recommended for formal negotiations based on the best interests of the Authority and all of the information contained in the Response, including environmental, compliance, technical, financial, site location, disposal fees, and transportation costs.

SECTON 6:
DEFINITIONS

Definitions:
For purpose of the RFP, the following words and phrases shall be given the respective interpretations and meanings set forth below.

"MCSWA" means Mifflin County Solid Waste Authority

"Acceptable Waste" means Municipal Waste and Residual Waste, each as defined in Act 101.

"Act 101 Fees" shall mean the total fees per Ton of contracted waste which a waste disposal facility operator is obligated to collect and administer with respect to operation of a disposal facility pursuant to and as mandated by Act 101.

"Act 101" means Pennsylvania's Municipal Waste Planning, Recycling, and Waste Reduction Act, Act of July 28, 1998, P.L. 556, No. 101, as amended, and including any successor act.

"Regional County Plan" means the Regional County Municipal Waste Management Plan, as amended, supplemented, or revised, required by Act 101.

"Change in Law" means either (a) the enactment, adoption, promulgation, modification or repeal, after the date of any Contract resulting from this RFP, of any federal, Commonwealth, County or other local law, ordinance, code, rule or regulation or other similar legislation which establishes requirements affecting the removal, transport and disposal of Acceptable Waste more burdensome than the most stringent requirements in effect on the date of any Contract resulting from this RFP, or (b) after the date of any Contract resulting from this RFP, the imposition or modification of any material condition in the issuance, re-issuance, modification or renewal of any permit, license or approval necessary for operation of the disposal facility, which (i) significantly or materially reduces the amount of Acceptable Waste at the disposal facility, or (ii) prohibits the receipt of any amount of Acceptable Waste, which are more burdensome than the most stringent requirements in effect on the date of any Contract resulting from this RFP. In no event shall a change in federal, Commonwealth or local tax, or any other tax law, be considered a Change in Law.

"County" means either Mifflin County or Juniata County or both, depending on the context.

"PaDEP" means the Pennsylvania Department of Environmental Protection, or such other agency of the Commonwealth that shall hereafter exercise the duties imposed by Act 97, Act 101, the Municipal Waste Management Regulations, or other applicable law.

"Host Municipality" means the municipality other than the County, within the municipal waste disposal facility is located.

"Municipal Waste Management Regulations" means those regulations promulgated by DEP and adopted by the Pennsylvania Environmental Quality Board on April 9, 1988 by publication in the Pennsylvania Bulletin, Volume 18, Number 15, April 9, 1988 (25 Pa. Code Chapters 75, 101, 271-285) and as amended.

"Municipality" or "Municipalities" means any and all municipalities located within Mifflin or Juniata County.

"Municipal Waste" means municipal waste as defined in Act 101.

"Region" means Mifflin and Juniata Counties.

"Residual Waste" means residual waste as defined in Act 101.

"Ton" means two thousand (2,000) pounds.

"Uncontrollable Circumstance" means any act, event or condition, other than a labor strike, that has had, or may reasonably be expected to have, a direct material adverse effect on the rights or the obligations of a respondent under an Agreement, or a direct material adverse effect on the operation of a disposal facility, or on the delivery of Acceptable Waste to the disposal facility, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such respondent under an Agreement. Such acts or events shall include, but shall not be limited to the following:
(a) an act of God (except normal weather conditions for the geographic area of the disposal facility) hurricanes, tornadoes, epidemic, landslide, lightning, earthquake, flood, fire, or explosion, or similar occurrence;
(b) the order, final action, injunction and/or judgment of any federal, Commonwealth or local court, administrative agency or governmental body with jurisdiction over the performance of either Party's obligations under an Agreement: excepting decisions interpreting federal, Commonwealth and local tax laws; provided, however, that such order, final action, injunction or judgment shall not be the result of the negligent or willful action or inaction of the respondent relying thereon and neither the contesting in good faith of any such

order, final action, injunction or judgment, nor the failure to do so contest, shall be construed as a willful or negligent action or inaction of such Party:
(c) The failure to obtain a permit, permit modification, license or approval necessary for the operation of the disposal facility, or the suspension, termination, or revocation of any permit, permit modification, license or approval necessary for operation of the disposal facility; provided, however, that such failure to obtain, or suspension, termination or revocation is not the result of the willful or negligent action or inaction of the respondent relying thereon; and further provided, that neither the contesting in good faith of any failure to obtain, or suspension, termination or revocation, nor the failure to so contest, shall be construed as a willful or negligent action or inaction of such respondent; and
(d) Change in Law.

SECTION 7:
RESPONSE FORMS AND REQUIRED REMISSIONS

- Form A Representations
- Form B Respondent Identification
- Form C Compliance History
- Form E Contractual Consent of Landowner
- Information Request and Response Form

✓ *Remission of financial statements*
✓ *Map of facilities locations distances from MCSWA*
✓ *Experience and qualifications*
✓ *Performance Bond Proof of Ability to obtain*
✓ *Bid Bond ($100,000)*

SECTION 8:
ATTACHMENTS (Reference Documents)

- 8a PaDEP Transfer Station Permit w/renewal
- 8b MCSWA Approved Residual Waste Summary
- 8c Mifflin County Population
- 8d Juniata County Population
- 8e MSW Regional Waste Generation History
- 8f MCSWA Transfer Station Waste Received
- 8g MCSWA/Mifflin County Delegation Agreement
- 8h Mifflin/Juniata Agreement of Joint Planning

SECTION 7:

RESPONSE FORMS

AND

REQUIRED REMISSIONS

FORM A

REPRESENTATIONS

DATE: _____

FROM: _____

_____
_____
_____

_____ (the "Respondent") submits the Proposal to the MCSWA's Request for proposals (RFP) and makes the following certification to the MCSWA.

1. The Respondent affirms that the contents of this Proposal are accurate and complete, that this Proposal does not contain any untrue statement of a material fact and does not omit to state any material fact or omit any fact which may make the statements made in this Response, in the context in which made, false or misleading, and that there is no fact known to the Respondent which Respondent has not disclosed in the Proposal which materially and adversely affects, or so far as Respondent can foresee might materially and adversely affect, the business or condition (financial or other) of Respondent or Respondent's ability to meet the requirements of the RFP or the offers and commitments made in this Proposal.

2. To the best of the Respondent's knowledge, there is nothing that would prevent the Respondent from securing valid certificates, permits, and other licenses required by the appropriate regulatory agencies to provide the services requested by the RFP.

3. The Respondent acknowledges that the MCSWA may refuse to consider any Proposal that fails to meet the requirements of the RFP.

4. The Respondent acknowledges that the MCSWA reserves the right to reject any and all Proposals, to waive any informality in any Proposals and to enter into negotiations based on the Proposals submitted.

5. The Respondent agrees to participate in good faith in procedures described in the RFP and to adhere to the RFP Schedule as set forth in the RFP and does agree to the possible delay in the actual contract date for a period of up to 12 months.

6. The Respondent declares that the only person interested in this Proposal as principals are named in this Proposal and that no person other than mentioned in this Proposal has any interest as principal in this Proposal or in the Agreement to be entered into; that this Proposal is made without cooperation with any other person, firm or parties making a Proposal; and that this Proposal is in all respects fair and in good faith without collusion or fraud.

7. The respondent waives any present or future claim(s) that the Respondent may have against MCSWA and its consultants and advisors: (a) with respect to the RFP and the procurement process undertaken by the MCSWA pursuant to the RFP; (b) in the event that, for any reason, the Respondent is not selected; or (c) if selected, in the event for any reason, the MCSWA does not enter into a legally binding agreement with respect to the subject of the RFP.

The Respondent affirms the above representations by signing and completing the spaces provided below. (If the Proposal is made by joint venture, appropriate representatives from each joint venture shall sign below.)

NOTARY PUBLIC:

_____

Execution by Respondent

By: _____
Official Authorized to Bind
The Respondent

_____
Name

_____
Title

Business Address: _____

Incorporated or formed under the laws of the State of: _____

The Full Names and Residences of persons or firms interested in the Response, as principals, are as follows:

_____
_____
_____

Name of Respondent _____

Street, P.O. Box _____

City, State, Zip _____

Telephone No. _____

Fax No/ Email _____

_____
Date

FORM B

RESPONDENT IDENTIFICATION

NAME OF ORGANIZATION_____

ORGANIZATON ADDRESS_____
Street City State Zip

PRINCIPAL PLACE OF BUSINESS_____
Street City State Zip

INFORMATION FOR EACH OF THE ORGANIZATION'S PRINCIPAL OFFICERS AND DIRECTORS

Name	Title	Expiration of Term

IF APPLICABLE, STOCKHOLDERS IN THE CORPORATION:

Name	Address

OR ALL GENERAL PARTNERS IN A PARTNERSHIP OR OWNERS OF ANOTHER FORM OF ENTITY:

Name	Address

OF IF ONE OR MORE STOCKHOLDER (S) OR PARTNER (S) OR OWNER(S) IS ITSELF A CORPORATION OR PARTNERSHIP, OR OTHER ENTITY FORM, THE STOCKHOLDER (S) HOLDING 10 % OR MORE OF THAT CORPORATION'S STOCK, OR THE INDIVIDUAL PARTNER (S) IN THAT PARTNERSHIP, OR THE OWNERS OF SUCH OTHER ENTITY FORM, AS THE CASE MAY BE:

Name Address

DISCLOSURE STATEMENTS OF STOCKHOLDERS/PARTNERS MUST BE INCLUDED WITH THE RESPONSE:

Name Address

Signature_____

Title_____

Witness_____

TO BE COMPLETED IF RESPONDENT IS A JOINT VENTURE

NAME OF FIRM_____

ADDRESS OF FIRM_____

PRINCIPAL PLACE OF BUSINESS_____

DATE AND LOCATION JOINT VENTURE ENTERED INTO_____

LIMITS OF LIABILITY OF JOINT VENTURE AND INDIVIDUAL PARTNERS FOR EACH OF THE MEMBERS OF THE JOINT VENTURE:

Member firm Name	Address	Business Form	Principals Name of	% of J.V Owned

INDIVIDUALS AUTHORIZED TO ACT FOR JOINT VENTURE

Name Title

A copy of the Joint Venture Agreement or Similar cooperative agreement shall be attached to this Form. Attach additional sheets if necessary.

2540-PM-BWM0351 Rev. 9/2013

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

DEP USE ONLY
Date Received

FORM C1
COMPLIANCE HISTORY CERTIFICATION

This form must be fully and accurately completed. All required information must be typed or legibly printed in the spaces provided herein. Improperly completed forms may be rejected by the Department, may be considered to be violations of the Department's Rules and Regulations, and may result in assessment of fines and penalties.

Instructions:

If your last Form HW-C does not require to be amended, execute the certification Form C1 Compliance History Certification (2540-PM-BWM0351 Rev. 9/2013) indicating that the Form HW-C, on file is complete and current. Be sure the form is properly signed, sealed, and notarized. Please note that the date on the certification Form C1 must be the date the HW-C, on file, was notarized.

If the applicant, permittee, or licensee ("application") is a corporation, this form must be signed by two corporate officers (a president or vice-president and a secretary or treasurer) authorized to execute the form or by one corporate officer and one corporate employee in Pennsylvania with sufficient authority over the solid waste management activity being licensed or permitted to execute this form on behalf of the corporation. **ATTACH A COPY OF THE ARTICLES OF INCORPORATION OF THE APPLICANT.**

SECTION A. APPLICANT IDENTIFIER

Facility Name: _____

SECTION B. CERTIFICATION

This is to certify that no changes, additions, or other supplemental data are required to amend the most recent form HW-C, Compliance History dated _____ and submitted to the Pennsylvania Department of Environmental Protection by _____, which amendments would update and make current and complete all the information provided therein. The Compliance History now in the Department's possession reflects the Company's current status of officers, corporate structure as applicable, and compliance with environmental laws and regulations, and there are no instances of unlawful conduct as defined by the Pennsylvania Solid Waste Management Act of July 7, 1980 (35 P.S. §6018.610) that have not been corrected to the satisfaction of the Department.

_____
(Signature)

Name: _____
(Print or Type Name)

Title: _____
(Print or Type Title)

Sworn to and subscribed before me this
_____ day of _____
20_____.

_____
Notary Public

SECTION B. (Continued)

_____
(Signature)

Name: _____
(Print or Type Name)

Title: _____
(Print or Type Title)

Sworn to and subscribed before me this
_____ day of _____
20_____.

_____
Attach copy of Articles of Incorporation

_____
Notary Public

2540-PM-BWM0353 Rev. 11/2006

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

Date Prepared/Revised
DEP USE ONLY
Date Received

FORM E
CONTRACTUAL CONSENT OF LANDOWNER

This form must be fully and accurately completed. All required information must be typed or legibly printed in the spaces provided. If additional space is necessary, identify each attached sheet as Form E, reference the item number and identify the date prepared. The "date prepared/revised" on any attached sheets needs to match the "date prepared/revised" on this page.

Check Type(s) of Facility/Activity

- ☐ Hazardous
- ☐ Municipal
- ☐ Residual

General References: 25 Pa. Code, Section 271.123, 287.123.

Instructions: This form should be completed by ***each*** owner owning a parcel of land within the permit area. The parcel relative to ***this*** form and the outline of the entire proposed permit area should be identified on the map, to be attached.

SECTION A. SITE IDENTIFIER

Applicant/permittee:

Site Name:

Facility ID (as issued by DEP):

SECTION B. SECOND PARTY APPLICATIONS

Complete this part if person/municipality operates the facility on the land which is owned by someone else.

(I)(We), the undersigned, being the landowner(s) of _____ acres of land located in _____, _____ County,
(Name and Type of Municipality) (Name of County)

Pennsylvania, as described in the deed(s) recorded in the Record of Deeds Office at Deed Book(s) and page(s) _____, and shown by crosshatched lines on the map is signed in the
(Deed Book and Page)

original by the landowner upon which _____,
(Solid Waste Management Facility Applicant)

hereinafter ("waste management facility applicant"), proposes to engage in waste storage treatment, processing, disposal, or associated pollution abatement or pollution prevention activities, (hereinafter "waste management activities"), for which application for permit will be made to the Department of Environmental Protection (hereinafter "The Department") under The Pennsylvania Solid Waste Management Act, Act 97 of July 7, 1980 (P.L. 380, 34 P.S., §6018 *et seq.*, hereinafter "the Act), and of which application this consent will be made a part, DO HEREBY ACKNOWLEDGE THAT THE SOLID WASTE MANAGEMENT FACILITY APPLICANT AND HIS/HER AGENTS AND REPRESENTATIVES HAVE THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING WASTE MANAGEMENT ACTIVITIES. The right the landowner grants herein _____ the subject of pending civil litigation.
(is/is not)

Furthermore, (I)(We), the undersigned, do here by irrevocably grant to the Commonwealth of Pennsylvania or any of its authorized agents, or employees, and grant to solid waste management facility applicant the right to enter upon the aforesaid land before the initiation of the solid waste management activities or operations, for the duration of the solid waste management activities or operations, and for a period of up to ten (10) years after final closure certification, for the purposes of inspection, monitoring, and maintenance and for the purpose of conducting such pollution abatement or pollution prevention activities required by the Act, or deemed necessary by the Department to carry out any purpose of the Act, the regulations promulgated thereunder and the terms of the permit as the Department deems necessary. (I)(We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us)(me) in order to have access to the land described herein. It is specifically agreed and understood that this Contractual Consent gives the Commonwealth the right to enter, inspect the premises, and abate or prevent pollution as a matter within the police power but does not obligate the Commonwealth to do so, does not constitute any ownership interest by the Commonwealth in the aforesaid land, and does not affect or limit any rights available to the Commonwealth under applicable law.

THE LANDOWNER _____ TO ALLOW THE ABOVE-NAMED SOLID WASTE MANAGEMENT APPLICANT
(Agrees or Does Not Agree)

TO TRANSFER OR ASSIGN, BY WRITTEN AGREEMENT, THIS CONTRACTUAL CONSENT TO ANOTHER SOLID WASTE MANAGEMENT FACILITY APPLICANT.

SECTION B. SECOND PARTY APPLICATIONS (continued)

This Consent shall terminate and become null and void if the solid waste management facility applicant does not apply to the Department of Environmental Protection for a permit to conduct solid waste management activities on the aforesaid land within _____ year(s) from the date of this Consent.
(Number of years)

Nothing in this Consent shall preclude or limit the landowner's authority to terminate the right or privilege of the solid waste management facility applicant to conduct waste management activities on the aforesaid land. In the event of said termination, the landowner shall allow the solid waste management facility applicant ample time to bring to closure all waste management activities. When necessary, the landowner shall allow the solid waste management facility applicant access to the land to carry out pollution prevention or pollution abatement activities as required by the Act or deemed necessary by the Department to carry out any purpose of the Act.

This Contractual Consent shall be deemed to be a recordable document. Prior to the initiation of solid waste management facility operations under the permit, this Consent shall be recorded by _____
(Solid Waste Management Facility Applicant)

and entered into the deed book (d.b.v.) index at the office of the recorder of deeds in the county(ies) in which the solid waste management facility is to be located.

SECTION C. SINGLE PARTY APPLICATIONS

Complete this part if person/municipality operates the facility on his/her/its own land.

(I)(We), the undersigned, being the landowner(s) of _____ acres of land located in

_____, _____ C
(Name and Type of Municipality) (Name of County)

Pennsylvania, as described in the deed(s) recorded in the Record of Deeds Office at Deed Book(s) and page(s)

_____,
(Deed Book and Page)

and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which waste storage, treatment, processing, beneficial use, disposal, or associate pollution abatement or pollution prevention activities, (hereinafter "water management activities"), will be engaged in under the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, 34 P.S., §6018 *et seq.*, hereinafter "the Act"), and of which application this consent will be made a part, hereby irrevocably grant to the Commonwealth of Pennsylvania or any of its authorized agents or employees, the right to enter upon the aforesaid land. The right of entry applies before the initiation of the solid waste management activities or operations, for the duration of the solid waste management activities or operations at the facility, and for a period of up to 10 years after final closure certification, for the purpose of inspection, monitoring and maintenance and for the purpose of conducting such pollution abatement or pollution prevention activities required by the Act, or deemed necessary by the Department to carry out any purpose of the act, the regulations promulgated thereunder and the terms of the permit as the Department deems necessary.

(I)(We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us)(me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect the premises, and abate or prevent pollution as a matter within the police power but does not obligate the Commonwealth to do so, does not constitute any ownership interest by the Commonwealth in the aforesaid land, and does not affect or limit any rights available to the Commonwealth under applicable law.

This Consent shall terminate and become null and void if the solid waste management facility applicant does not apply to the Department of Environmental Protection for a permit to conduct solid waste management activities on the aforesaid land within _____ year(s) from the date of this Consent.
(Number of years)

This Contractual Consent shall be deemed to be a recordable document. Prior to the initiation of solid waste management facility operations under the permit, this Consent shall be recorded by _____
(Landowner)

and entered into the deed book (d.b.v.) index at the office of the recorder of deeds in the county(ies) in which the solid waste management facility is to be located.

SECTION D. CERTIFICATION

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, legal representatives, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this _____, day _____, of _____, 20_____.

If the Landowner is an individual:

_____ (Signature of Landowner)

_____ (Printed or Typed Name of Landowner)

ATTEST:

_____ (Signature of Witness)

_____ (Signature of Witness)

_____ (Printed or Typed Name of Witness)

_____ (Printed or Typed Name of Witness)

If the Landowner is a Corporation, Company, Limited Liability Company (LLC) or Partnership:

ATTEST:

_____ (Signature of President, Vice President, Manager or Partner)

_____ (Signature of Secretary, Treasurer, Member or Partner)

_____ (Printed or Typed Name)

_____ (Printed or Typed Name)

_____ (Title)

_____ (Title)

Affix Corporate Seal:

SECTION E.

ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

STATE OF :

: SS

COUNTY OF :

On _____, before me, the undersigned Notary, personally appeared
(Date)

_____, known to me (or satisfactorily proven) to be the
(Name(s))

person whose name is subscribed to this instrument, and who acknowledged that _____ executed the same and
(He, She or They)

desires it to be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SEAL) _____ My Commission Expires: _____
(Notary Public) (Date)

ACKNOWLEDGEMENT OF CORPORATIONS, COMPANIES, OR LLCs

STATE OF :

: SS

COUNTY OF :

On _____, before me, the undersigned Notary, personally appeared
(Date)

_____, who acknowledged (herself) (himself) to be the
(Name(s))

_____ of _____,
(Title of Person) (Name of Corporation, Company, or LLC)

and that s(he), as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation, company, or LLC and desires that this instrument be recorded.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

(SEAL) _____ My Commission Expires: _____
Notary Public (Date)

This instrument has been recorded in _____ County, Pennsylvania, this _____ day _____, _____, at Book _____, Page(s) _____.

_____ _____
(Signed + Print Name) (Sealed)

MIFFLIN COUNTY SOLID WASTE AUTHORITY

Proposal Form
MCSWA TRANSFER STATION HAULING/DISPOSAL RFP

NOVEMBER 2013

(Mifflin County and Juniata County Region)

TO: Mifflin County Solid Waste Authority
87 Landfill Road, P.O. Box 390
Lewistown, Pa 17044

From: _____
(Name of Respondent)

_____
(Mailing Address)

_____ _____
(Contact Person) (Telephone Number)

Two major requirements to be included with the submission of the firm(s') Proposal is: Experience Documentation and Financial Security:

Experience:

- ✓ The Respondent must include a detailed discussion of the working relationship envisioned by the Respondent with the MCSWA for the proposed waste management option. This discussion should include a description of which portion (s) of an entire waste management strategy will be the responsibility of the Respondent, which will the responsibility of the MCSWA, and how the two will work jointly to create an efficient, cost-effective, environmentally sound waste management scenario for the MCSWA and the County.

- ✓ The Respondent must provide at least one (1) example of a similar successful working relationship that Respondent has had with the public or private sector. A detailed discussion of the nature and size of the projects must be provided. In addition, the Respondent shall provide the name and address of a reference for each example that is intimately familiar with the project.

Financial:

- ✓ The Respondent shall identify the Respondent by name and type of business organization (i.e. corporation, joint venture, or municipal authority).

- ✓ The Respondent must include a copy of the most recent audited financial statement for itself and all other entities participating in the Proposal.

- ✓ The Respondent must document its ability to secure a performance bond or letter of credit in the amount of one million dollars ($1,000.000). This documentation shall be in the form of a letter from a

Bonding/Surety Company stating that the Respondent is bondable or a Letter from a bank or financial institution stating that a one million dollar ($1,000,000) line of credit is available to the Respondent.

- ✓ A bid bond in the amount of one hundred thousand dollars ($100,000.00) must accompany the Proposal. This bond will be retained through the evaluation and negotiation process up to a maximum of twelve (12) months. Upon a Respondent's elimination from the process, the bond will be released.

- ❑ The Undersigned, having carefully read and considered the terms and conditions contained in the Request for Proposals (RFP), does hereby propose to furnish all labor, equipment, materials, tools insurance, permits, supervision, and all other items necessary to provide municipal and residual waste disposal services in accordance with the conditions and rates hereinafter set forth and further agrees if this Proposal is accepted to enter into contract negotiations with the MCSWA to dispose of municipal and residual solid waste as set forth in the RFP.

- ❑ In submitting this Proposal, it is understood that the MCSWA reserves the right to reject any or all proposals, to waive any informalities in any proposal or the solicitation process, and to negotiate any final contract provisions based on the proposals submitted.

- ❑ In submitting this Proposal, the undersigned agrees that no cost proposal may be withdrawn for a period of 12 months after the due date for receipt of proposals and that all cost proposals shall be valid for this entire period.

- ❑ The Undersigned acknowledges and agrees that it bears the risk that variations in the number of Tons of MSW and Residual Waste generated and delivered to the MCSWA transfer station may vary and no minimum quantities are guaranteed.

- ❑ The Undersigned acknowledges and agrees that any contract for disposal of waste is contingent on PaDEP approval of a Regional Solid Waste Management Plan allowing the use of the proposed facility.

- ❑ The undersigned acknowledges and agrees to have all facilities approved in the Regional Solid Waste Management Plan.

1. Describe the type of processing and/or disposal facility or facilities which the respondent intends to utilize.

- ❑ A. Provide specific information as to technology to be employed. Facilities and/or markets for disposal of entire waste stream must be discussed. Attach additional information as appropriate:

- ❑ B. Permit Number (if applicable):

- ❑ C. Location-provide location map and preferred route (showing specific property parcel (s) if in County

- ❑ D. Miles (one way) from the Mifflin County Solid Waste Authority Transfer Station location at 87 Landfill Road, Route 522 South, Lewistown, PA 17044, Mifflin County; indicate route used for calculation:

- ❑ E. If the facility does not yet have a permit or is not yet in operation, please provide details below on when the facility will become available and how the Undersigned intends to guarantee the disposal of Mifflin County's municipal and residual wastes if the facility does not become operational on the proposed date. Proof of contractual consent of the site location property owner must be presented, by including a properly executed Form E for each property owner involved.

- ❑ F. If there is a named backup facility, provide Location map and one way mileage to backup facility and clearly note frequency and use proposed for this backup site.

2. Disposal Fee per Ton

- ❑ A. Ten year guaranteed period, beginning January 1, 2015_____
  (Total price for each year including all fees)

PER TON	
Contract Year*	Disposal Fee
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	

- B. Five (5) year guaranteed period, beginning January 1, 2015 through December 31, 2019 with additional Five (5) year guaranteed period, beginning January 1, 2020 through December 31, 2024 . Total price for each year, including all fees.

PER TON	
Contract Year*	Disposal Fee
2015	
2016	
2017	
2018	
2019	
**2020*	
2021	
2022	
2023	
2024	

**The MCSWA shall have the option to continue the agreement at the end of five (5) years at the above rate or could choose to terminate the agreement at such time.*

3. Trucking and Transportation Costs Per Ton (to Primary Facility Identified in proposal)

Provide one all-inclusive price per ton with all transportation expenses included.

NOTE: Transportation costs shall assume a fuel cost of $4.00 per gallon and that no fuel price adjustment will be made for fuel prices between $3.50 and $4.50 per gallon ("no adjustment range"). A fuel price adjustment will be included in the contract for fuel prices above and below the no adjustment range. However, the contract shall also include a cap on upward ***diesel fuel*** adjustments of $5.50 per gallon. This cap is to encourage the use of alternate fuels.

The contract will use the actual fuel price based on a standard reference price on the business day immediately prior to the first day of the contract period; the no adjustment range and upward adjustment cap for diesel fuel will be set at that time based on the actual fuel price used for the contract.

- ❑ A. Ten year guaranteed period, beginning January 1, 2015_____
  (Total price for each year including all fees)

PER TON	
Contract Year*	Fee
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	

- ❑ B. Five (5) year guaranteed period, beginning January 1, 2015 through December 31, 2019 with additional Five (5) year guaranteed period, beginning January 1, 2020 through December 31, 2024 . Total price for each year, including all fees.

Contract Year	**Per ton**
2015	
2016	
2017	
2018	
2019	
**2020	
2021	
2022	
2023	
2024	

***The MCSWA shall have the option to continue the agreement at the end of five (5) years at the above rate or could choose to terminate the agreement at such time.*

4. **Clearly define type of equipment to be used, fuel proposed and locations where fueling will commence herein written format :**

_____

_____

_____

_____

Notary Public

Execution by Respondent

Date_____

By: _____
Official Authorized to Bind the Respondent

_____
Name

Corporate Seal (If Corporation)

_____
Title

Name of Firm _____

Business Address_____

_____

SECTION 8:

ATTACHMENTS

(Reference Documents)

Pennsylvania Department of Environmental Protection
909 Elmerton Avenue
Harrisburg, PA 17110-8200

Southcentral Regional Office

717-705-4706
FAX - 717-705-4930

APR 13 2000

Mr. Kerry Tyson
Mifflin County Solid Waste Authority
Route 522, PO Box 390
Lewistown, PA 17044-0390

COPY

Re: New Transfer Station
Mifflin County Solid Waste Authority
Barner Site Transfer Station
Permit No. 101668
Derry Township, Mifflin County

Dear Mr. Tyson:

I am pleased to enclose Permit No. 101668 for the construction and operation of a new transfer station. It is issued in accordance with the Pennsylvania Solid Waste Management Act, Act 97, as amended.

Compliance with the limitations and stipulations that have been set forth in your permit is mandatory. You have the right to appeal any limitation or stipulation as stated on your permit.

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, 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 have any questions concerning the enclosed permit and/or the requirements set forth by the Pennsylvania Solid Waste Management Act, please call me at the above number.

Sincerely,

Keith C. Kerns

Keith C. Kerns
Program Manager
Waste Management Program

Enclosure

cc: Derry Township Supervisors
Mifflin County Planning Commission

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTE MANAGEMENT PROGRAM
SOUTHCENTRAL REGION

FORM NO. 8

PERMIT FOR SOLID WASTE DISPOSAL AND/OR PROCESSING FACILITY

Permit No. 101668
Date Issued April 13, 2000
Date Expired April 12, 2010

Under the provisions of the Pennsylvania Solid Waste Management Act of July 7, 1980, Act 97, as amended, a permit for a solid waste disposal and/or processing facility in Derry Township in the County of Mifflin is granted to:

Mifflin County Solid Waste Authority
Route 522, PO Box 390
Lewistown, PA 17044-0390

This permit is applicable to the facility named as:

Barner Site Transfer Station
(Consisting of approximately 2.79 acres)

Latitude 40° 37' 07" N

Longitude 77° 32' 28" W

This permit is subject to modification by the Department of Environmental Protection and is further subject to revocation or suspension by the Department of Environmental Protection for any violation of the applicable laws or the rules and regulations adopted thereunder, for failure to comply in whole or in part with the conditions of this permit and the provisions set forth in Application No. 101668 which is made a part hereof, or for causing any condition inimical to the public health, safety or welfare. See attachment for waste limitations and/or special conditions.

Kevin C. Kerns

FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

This permit is issued based upon the following submissions:

1. Original permit application was received February 17, 1999, consisting of the following:

   - General Information Form
   - Introduction Narrative
   - Form A, Application for Municipal or Residual Waste Permit
   - Form B, Professional Certification
   - Form B1, Application for Certification
   - Form C1, Compliance History Certification
   - Form D, Environmental Assessment Process for Municipal Waste Management Facilities
   - Form E, Contractual Consent of Landowner
   - Form I, Soil Erosion and Sedimentation Controls
   - Form L, Contingency Plan for Emergency Procedures
   - Form O, Transfer Facilities
   - Form 5, Map Requirements
     - Sheet 1, Drawing No. 1-42030, Site Plan
     - Sheet 2, Drawing No. 1-42031, Transfer Station - Grading Plan
     - Sheet 3, Drawing No. 1-42032, Transfer Station - Floor Plan
     - Sheet 4, Drawing No. 1-42033, Transfer Station - Building Section
     - Sheet 5, Drawing No. 1-42034, Miscellaneous Details
     - Sheet 6, Drawing No. 1-42035, Erosion and Sedimentation Control Plan
     - Sheet 7, Drawing No. 1-42036, Erosion and Sedimentation Control Plan - Narrative
     - Sheet 8, Drawing No. 1-42037, Erosion and Sedimentation Control Plan - Details
   - Form G(A), Air Resources Protection Dust Emissions Estimate and Control Plan
   - Bonding Worksheet K
   - Attachment BW-1, Bonding Worksheet Supplemental Information

2. Garnett Fleming's response to DEP's July 27, 1999 technical review letter, received October 18, 1999, and consisting of the following:

   - Narrative response
   - Form H, Revegetation
   - Attachment H-1, Form H - Supplemental Information
   - Attachment L-1 Revisions, Form L supplemental Information
   - Attachment O-1 Revisions, Form O Supplemental Information
   - Attachment 5-1 Revisions, Form 5 Supplement Information

PERMIT CONDITIONS:

1. This facility may accept for transfer municipal solid waste, including commercial and household nonhazardous waste, and construction/demolition waste. No special handling municipal wastes, such as sewage sludge, infectious waste, or incinerator ash, may be accepted without first obtaining a permit modification from the Department. Prior to accepting any residual waste at the transfer station, a residual waste acceptance plan must be submitted for approval. This plan must include the following: the types of residual waste to be accepted, plans and locations for the segregation and storage of residual wastes, and the methods to ensure proper disposal of the wastes (through approved Form U's for example).

2. No more then 300 tons per day of solid waste may be received at this facility for transfer, on an average daily volume basis over a standard calendar year quarter.

3. No more then 390 tons per day of solid waste may be received at this facility for transfer on any single operating day.

4. This facility is permitted to accept waste for transfer on six days during each week. The permitted days and hours of operation are: Monday - Friday, 7 a.m. to 4 p.m., and Saturday, 7 a.m. to 12 p.m., or such other hours as the host municipality may set by ordinance, pursuant to Section 304(b)(2) of the Municipal Waste Planning, Recycling, and Waste Reduction Act, 35 P.S. Section 4000.34(b)(2).

5. If the transfer facility operates concurrently with the landfill, the average daily and maximum daily volumes may not exceed 300 tons per day and 390 tons per day, respectively, for both the transfer facility and landfill combined.

6. All loading, unloading, storage, and compaction of solid waste at this facility must take place within the enclosed transfer building. Putrescible waste may not remain at the transfer facility at the end of the day or for more than 24 hours, except that putrescible waste may remain at the facility for any period of time up to 72 hours over a weekend or three-day weekend.

7. Two sets of as-built engineering drawings must be submitted within 60 days of completion of construction of the facility.

8. A complete Preparedness, Prevention, and Contingency Plan, including all information required by Form L, must be submitted to the Department and approved prior to operation of the facility.

9. All equipment that is used to handle putrescible waste and with which the operations personnel are in direct contact must be cleaned thoroughly at the end of each working day.

10. Plumbing shall be properly maintained and the facility floor shall be well drained.

11. The operator must maintain an operational record for each day the facility is in operation and taking waste. This record shall include the following:

    a. The type and weight or volume of the solid waste received and transported.

    b. The county and state of origin of the solid waste.

    c. The destination of the solid waste, including the facility name, the county and state in which it is located, and the type and weight or volume of waste transported.

    d. A description of any problems that may have arisen in the handling of the waste.

12. The annual operations report, on official Department forms, must be submitted to the Department on or before June 30 of each year.

13. The facility must be inspected daily by the operator for the presence of vectors, litter, and other problems. If any problems are discovered corrective action must be taken immediately.

14. Prior to operations of the facility, certification must be submitted that an ordinary public liability insurance policy is in effect. The policy liability amount must be in accordance with the Municipal Waste regulations.

15. Within 90 days of the effective date of regulations modifying the insurance requirements for municipal waste facilities, the permittee will comply with the terms and conditions of the final regulations.

16. All persons who unload waste from their vehicles must remain at least six feet from the edge of the pit opening.

17. Approval of any plans or facilities herein refers to functional design, but does not guarantee stability or operational efficiency. Failure of the measures and facilities herein approved to perform as intended, or as designed, or in compliance with the applicable rules and regulations of the Department, for any reason, shall be grounds for the revocation or suspension of this permit. Failure of the Permittee to comply with the terms of the permit or conditions, or failure of the Permittee to construct or operate the proposed facilities in conformity with the approved plans shall be grounds for the revocation or suspension of this permit.

18. As a condition of this permit, and of the permittee's authority to conduct the activities authorized by this permit, the permittee hereby authorizes and consents to allow authorized employees or agents of the Department, without advance notice or a search warrant, upon presentation of appropriate credentials, and without delay, to have access to and to inspect all areas on which solid waste management activities are being or will be conducted. The authorization and consent shall include consent to collect samples of waste, water, or gases; to take photographs; to perform measurements, surveys, and other tests; to inspect any monitoring equipment; to inspect the methods of operation; and to inspect

and/or copy documents, books, or papers required by the Department to be maintained. This permit condition is referenced in accordance with Sections 608 and 610(7) of the Solid Waste Management Act, 35 P.S. Sections 6018.608 and 6018.610(7). This condition in no way limits any other powers granted under the Solid Waste Management Act.

19. Any final operation, design or other plan developed subsequent to permit issuance which exhibits changes in the structures, locations, specifications, control measures or other changes of substance shall be submitted to the Department for subsequent permit action. Any deviation of plans herein approved shall not be implemented before first obtaining a permit amendment or written approval from the Department.

20. 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. Section 6018.101, et seq.

Pennsylvania Department of Environmental Protection

909 Elmerton Avenue
Harrisburg, PA 17110-8200

JAN 15 2009

Southcentral Regional Office

717-705-4706
FAX - 717-705-4930

CERTIFIED MAIL NO. 7009 0820 0001 3921 9270

FILE

Mr. Kerry D. Tyson, Acting Director
Mifflin County Solid Waste Authority
PO Box 390
Lewistown, PA 17044-0390

Re: Permit Renewal
Barner Site Municipal Waste Transfer Facility
Permit No. 101668
APS ID No. 706447
Derry Township, Mifflin County

Dear Mr. Tyson:

Enclosed is a permit renewal to Solid Waste Permit No. 101668 for the operation of the Barner Site Municipal Waste Transfer Facility, issued in accordance with Article V of the Solid Waste Management Act, 35 P.S. Sections 6018.101, et seq.

This approves a permit renewal for the Barner Site Municipal Waste Transfer Facility.

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, 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 about the enclosed permit or requirements of the Solid Waste Management Act, please call Mr. Ajaz Uddin at 717-705-4924.

Sincerely,

Anthony L. Rathfon
Program Manager
Waste Management Program

Enclosure

cc: Derry Township
Mifflin County Planning Commission

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 101668, issued on April 13, 2000 to:

Mifflin County Solid Waste Authority
PO Box 390
Lewistown, PA 17044-0390

Derry Township, Mifflin County

is hereby modified as follows:

- This permit renewal is based on the following submission:

  1. Application for permit renewal, submitted under Mifflin County Solid Waste Authority cover, received November 2, 2009, consisting of the following:

     - Narrative
     - General Information Form
     - Form A, Application for Municipal Waste Permit
     - Proof of Public Notifications
     - Form B, Professional Certification
     - Form B-1, Application for Certification
     - Form C-1, Compliance History Certification
     - Form 46, Relationship between Municipal Waste Management Plans and Permits

Permit Conditions:

1. The permit for the Barner Site Municipal Waste Transfer Facility (Permit No. 101668) is extended until April 12, 2020.

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.

This modification shall be attached to the existing Solid Waste Permit described above and shall become a part thereof effective on January 15, 2019.

Anthony L Rathfon

FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

Mifflin County Solid Waste Authority-Barner Transfer Station
Typical Residual Waste Types Permitted as of 10/22/13

WASTE TYPE	FILED	APPROVED
Resins/Molds	**11/5/2003**	11/20/03
Blasting Abrasive	**11/5/2003**	11/20/03
Polymer wastes	**11/5/2003**	11/20/03
Textile Waste	**11/5/2003**	11/20/03
Plant Trash	**11/5/2003**	11/20/03
Wood Waste	**11/5/2003**	11/20/03
Flexible Foam	**11/5/2003**	11/20/03
Paint Filters	**11/5/2003**	11/20/03
Vinyl Scrap	**11/5/2003**	11/20/03
Paper Waste	**11/5/2003**	11/20/03
paper/plastic	**6/2/1993**	11/10/93
fiberglass	**4/12/1990**	11/21/90
General Plant trash	**11/20/2008**	11/25/08
Plastic Waste	**11/20/2008**	11/25/08
Textile Waste	**11/20/2008**	11/25/08
Paper/OCC waste	**11/20/2008**	11/25/08
Wood Waste	**11/20/2008**	11/25/08
glue barrels	**5/19/2011**	05/23/11
powder/GPT	**12/7/2007**	12/12/07
mud sump	**1/31/1996**	01/31/96
plastic waste	**6/1/1990**	09/13/90
paper/plastic/gpt	**3/2/2005**	04/01/05
plant trash	**4/12/2006**	05/03/06
laser filter bags	**4/5/2011**	04/06/11
wood waste	**1/7/2006**	02/08/06
waste rags	**1/7/2006**	02/08/06
paint filters	**1/7/2006**	02/08/06
plastic sheet/film	**1/7/2006**	02/08/06
Misc./Plant Trah	**1/20/2005**	02/11/05
Finish Waste	**1/20/2005**	02/11/05
plastic/wood	**1/15/2004**	02/05/04
grinding swarf	**1/25/2000**	02/17/00
Tectyl Rust Prev	**1/21/2003**	02/05/03
process waste	**3/8/2004**	03/15/04
wood debris/soil	**3/18/1996**	03/15/96
fiberglass	**12/20/1990**	03/05/91
Plastic Waste/GPT	**3/7/2006**	03/30/06
dried ink	**9/10/1998**	09/10/98
oil dry	**9/10/1998**	09/10/98
sawdust	**4/16/1998**	04/23/98
plant/process	**3/18/2004**	05/04/04
General Waste	**4/20/2000**	04/20/00
Paint Filters	**5/2/2000**	05/25/00
wood waste	**4/26/2006**	05/18/06
wood waste	**4/26/2006**	05/18/06
plant/process	**4/12/2004**	05/04/04
Wood Waste	**6/30/2006**	07/24/06
Plant Trash	**8/10/2001**	08/10/01
Wood Waste	**7/25/2012**	07/25/12
Outdated Dye	**6/21/2000**	07/14/00
off-spec dietary materials	**5/3/2010**	05/04/10
exp protein powder	**8/12/2009**	08/17/09
food waste/bottles/GPT	**12/13/2007**	12/14/07
Leachate	**9/29/1993**	05/09/00
Plant Trash	**9/13/2011**	09/13/11
dried wash powder	**9/8/2009**	09/08/09

TABLE 1A

MIFFLIN COUNTY MUNICIPAL POPULATION PROJECTIONS

Mifflin County	2010[1]	2012	2013	2014	2015	2016	2017	2018	2019	2020[2]	2021	2022	2023	2024	2025	2030[2]
Armagh Township	3,863	3,957	4,003	4,049	4,095	4,141	4,187	4,233	4,279	4,328	4,347	4,366	4,385	4,404	4,423	4,514
Bratton Township	1,317	1,349	1,365	1,381	1,403	1,419	1,435	1,451	1,467	1,479	1,484	1,489	1,494	1,499	1,504	1,526
Brown Township	4,053	4,161	4,215	4,269	4,323	4,377	4,431	4,485	4,539	4,589	4,593	4,597	4,601	4,605	4,609	4,633
Burnham Borough	2,054	1,998	1,970	1,942	1,914	1,886	1,858	1,830	1,802	1,779	1,763	1,747	1,731	1,715	1,699	1,616
Decatur Township	3,137	3,229	3,275	3,321	3,367	3,413	3,459	3,505	3,551	3,601	3,629	3,657	3,685	3,719	3,741	3,883
Derry Township	7,339	7,441	7,492	7,543	7,594	7,645	7,696	7,747	7,798	7,845	7,855	7,865	7,875	7,885	7,895	7,945
Granville Township	5,104	5,170	5,203	5,236	5,269	5,302	5,335	5,368	5,401	5,434	5,454	5,474	5,494	5,514	5,534	5,636
Juniata Terrace Borough	542	500	479	458	437	416	395	374	353	332	324	316	308	300	292	250
Kistler Borough	320	316	314	312	310	308	306	304	302	298	297	296	295	294	293	284
Lewistown Borough	8,338	8,024	7,867	7,710	7,496	7,339	7,182	7,025	6,868	6,765	6,675	6,585	6,495	6,405	6,315	5,861
McVeytown Borough	342	344	345	346	347	348	349	350	351	355	353	351	349	347	345	331
Menno Township	1,883	1,929	1,952	1,975	1,998	2,021	2,044	2,067	2,090	2,113	2,129	2,145	2,161	2,177	2,193	2,270
Newton Hamilton Borough	205	215	220	225	230	235	240	245	250	251	250	249	248	247	246	239
Oliver Township	2,175	2,209	2,226	2,243	2,260	2,277	2,294	2,311	2,328	2,346	2,362	2,378	2,394	2,410	2,426	2,502
Union Township	3,460	3,508	3,532	3,556	3,580	3,604	3,628	3,652	3,676	3,699	3,715	3,731	3,747	3,763	3,779	3,862
Wayne Township	2,550	2,656	2,709	2,762	2,815	2,868	2,921	2,974	3,027	3,078	3,101	3,124	3,147	3,170	3,193	3,303
Total County Population	**46,682**	**47,006**	**47,167**	**47,328**	**47,438**	**47,599**	**47,760**	**47,921**	**48,082**	**48,292**	**48,331**	**48,370**	**48,409**	**48,448**	**48,487**	**48,655**

(1) TABLE 1-3, REGIONAL PLAN

TABLE 1B

JUNIATA COUNTY MUNICIPAL POPULATION PROJECTIONS

Juniata County	2010[1]	2012	2013	2014	2015	2016	2017	2018	2019	2020[2]	2021	2022	2023	2024	2025	2030[2]
Beale Township	830	829	828	827	826	825	824	823	822	821	820	819	818	817	816	813
Delaware Township	1,547	1,576	1,605	1,634	1,663	1,692	1,721	1,750	1,779	1,811	1,842	1,873	1,904	1,935	1,966	2,119
Fayette Township	3,478	3,537	3,596	3,655	3714	3,773	3,832	3,891	3,950	4,006	4,066	4,126	4,186	4,246	4,306	4,607
Fermanagh Township	2,811	2,829	2,847	2,865	2883	2,901	2,919	2,937	2,955	2,975	2,992	3,009	3,026	3,043	3,060	3,148
Greenwood Township	617	617	617	617	617	617	617	617	617	618	618	618	618	618	618	619
Lack Township	785	779	773	767	761	755	749	743	737	733	728	723	718	713	708	684
Mifflin Borough	642	635	628	621	614	607	600	593	586	575	569	563	557	551	545	517
Mifflintown Borough	936	928	920	912	904	896	888	880	872	861	854	847	840	833	826	792
Milford Township	2,088	2,084	2,080	2,076	2072	2,068	2,064	2,060	2,056	2,054	2,051	2,048	2,045	2,042	2,039	2,021
Monroe Township	2,237	2,243	2,249	2,255	2261	2,267	2,273	2,279	2,285	2,293	2,299	2,305	2,311	2,317	2,323	2,350
Port Royal Borough	925	933	941	949	957	965	973	981	989	998	1,006	1,014	1,022	1,030	1,038	1,077
Spruce Hill Township	834	830	826	822	818	814	810	806	802	798	795	792	789	786	783	764
Susquehanna Township	1,250	1,280	1,310	1,340	1370	1,400	1,430	1,460	1,490	1,521	1,554	1,587	1,620	1,653	1,686	1,851
Thompsontown Borough	697	700	703	706	709	712	715	718	721	726	729	732	735	738	741	756
Turbett Township	981	979	977	975	973	971	969	967	965	963	961	959	957	955	953	945
Tuscarora Township	1,240	1,237	1,234	1,231	1228	1,225	1,222	1,219	1,216	1,211	1,208	1,205	1,202	1,199	1,196	1,183
Walker Township	2738	2,769	2,800	2,831	2862	2,893	2,924	2,955	2,986	3,015	3,046	3,077	3,108	3,139	3,170	3,320
Total County Population	**24,636**	**24,785**	**24,934**	**25,083**	**25,276**	**25,381**	**25,530**	**25,679**	**25,828**	**25,979**	**26,138**	**26,297**	**26,456**	**26,615**	**26,774**	**27,566**

(1) TABLE 1-4, REGIONAL PLAN

TABLE 2
MSW GENERATED WITHIN THE REGION (1)
AND DISPOSED OF AT DISPOSAL FACILITIES (2005-2010)

	County	Municipal Waste (tons)	C&D Waste (tons)	Sewage Sludge[2] (tons)	Other Special Handling Waste (tons)	Residual Waste (tons)	Total Waste Receipts Disposed by County (tons)	Total Waste Receipts Disposed by Region (tons)
2005	Mifflin	29,500	3,272	916	543	7,699	41,930	65,861
	Juniata	11,323	978	2,769	0	8,861	23,931	
2006	Mifflin	47,310	197	1,147	2,601	5,244	56,499	69,812
	Juniata	3,142	20	2,536	0	7,615	13,313	
2007	Mifflin	41,102	1,203	2,040	909	4,816	50,070	67,646
	Juniata	6,118	0	1,911	7	9,540	17,576	
2008	Mifflin	38,613	268	652	40	5,555	45,128	54,014
	Juniata	2,609	52	1,507	11	4,707	8,886	
2009	Mifflin	36,025	100	1,068	44	1,035	38,272	43,901
	Juniata	1,700	27	1,052	1	2,849	5,629	
2010[3]	Mifflin	23,456	3,196	1,652	14	2,505	30,823	42,592
	Juniata	7,741	747	1,545	0	1,736	11,769	

(1) TABLE 1-5, REGIONAL PLAN

TABLE 3
MIFFLIN COUNTY SOLID WASTE AUTHORITY
TOTAL TONNAGE RECEIVED PER YEAR

	TONS	TONS	TONS	TONS	TONS	TONS	TONS	TONS	TONS	TONS
MONTH	**2003**	**2004**	**2005**	**2006**	**2007**	**2008**	**2009**	**2010**	**2011**	**2012**
Jan.	3154.81	3244.74	3592.06	2684.73	3118.64	2283.39	1849.65	2709.55	2709.55	3002.71
Feb.	2634.43	3238.42	3155.09	2428.67	2362.72	1936.24	1895.52	2275.75	2707.87	2784.74
Mar.	3459.54	4334.23	3771.47	2906.95	3087.08	2261.34	2282.98	3190.87	3233.82	3434.17
Apr.	4668.69	3933.12	4074.74	2846.97	2685.56	2807.65	2508.67	3446.31	3030.63	3608.73
May	4168.76	4109.09	3835.32	3320.72	3382.25	2474.37	2460.43	3046.45	3360.32	4016.98
June	4025.17	7213.96	4298.27	3219.11	2935.35	2520.84	2724.60	3272.30	3534.39	3723.83
July	4054.76	4192.59	4343.64	3104.21	3276.63	2413.87	2407.69	3150.78	2837.14	3678.41
Aug.	3957.64	4275.73	4285.61	3518.7	3172.37	2358.53	2244.00	3222.58	3676.78	4585.32
Sept.	4151.72	4547.94	4120.44	3295.01	2809.32	2500.56	2199.89	3193.57	4941.69	3732.25
Oct.	4325.94	4106.86	3703.28	3941.22	2985.82	2649.52	2766.43	3315.77	3440.49	3897.47
Nov.	3573.18	3657.78	3175.26	3323.28	2621.15	2358.75	2746.41	3006.22	3260.13	3543.57
Dec.	3372.49	3397.49	2703.66	3078.81	2399.14	2045.68	2733.26	3053.18	3500.00	3335.62
TOTALS	**45547.13**	**50251.95**	**45058.84**	**37668.38**	**34836.03**	**28610.74**	**28819.53**	**36883.33**	**40232.81**	**43343.80**

Note: Tonnage figures are based on Mifflin County Solid Waste Authority actual incoming scale records. It must be stressed that the Mifflin County Solid Waste Authority in no way guarantees any future tonnage volumes. Any effort to use this data to project future tonnage volumes is strictly at the risk of the bidder or their associates.

Delegation of Powers Resolution #04-07

AGREEMENT

This Agreement is made this 24 day of February, 2004, by and between MIFFLIN COUNTY, a body corporate and politic, with a principle place of business at 20 North Wayne Street, Lewistown, Mifflin County, Pennsylvania (hereinafter the County)

AND

MIFFLIN COUNTY SOLID WASTE AUTHORITY, a Municipal Authority created under the laws of the Commonwealth of Pennsylvania with a principal place of business at 87 Landfill Road, Lewistown, Mifflin County, Pennsylvania (hereinafter MCSWA);

WHEREAS the County is given the primary responsibility, power and duty to carry out the goals of Act101, known as the Municipal Waste Planning, Recycling and Waste Reduction Act, in the County under 53 P.S. 4000.303.

WHEREAS, pursuant to Section 4000.303 (d), the County has the power to delegate the fulfillment of the County's responsibilities for municipal waste planning and implementation of the approved county plan by written agreement.

WHEREAS, the County has created the Mifflin County Solid Waste Authority (MCSWA), which was organized on December 30, 1975 pursuant to the Municipality Authorities Act of 1945, as amended to , among other duties, operate facilities and equipment for the collection, removal or disposal of waste materials.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed by and between the parties that:

1. The county confers upon MCSWA all of the County's delegable duties and powers pursuant to Section 4000.303(d) of Act 101, including the authority to enforce ordinances, resolutions, regulations and standards promulgated by the county for municipal waste planning and implementation of the county plan; the authority to apply for, accept, and spend grants from the commonwealth as described in Chapter 9 of Act 101; and any other duties created or powers necessary, now or in the future, for MCSWA to regulate municipal waste planning and disposal under Act 101.

2. MCSWA promises to fulfill all duties, use the powers conferred upon it, and to actively enforce compliance of any ordinance, resolutions, regulations and standards promulgated by the County or the Commonwealth of Pennsylvania, to implement and regulate municipal waste planning and the county plan.

FURTHERMORE, the County may enact, and MCSWA shall enforce:

A) An ordinance allowing for MCSWA to charge an administrative fee to cover MCSWA's expenses relating to the solid waste management operations of the County.
B) Any other ordinances as may be needed to further the goals of Act 101 and to aid the County and MCSWA in the fulfillment of responsibilities for municipal waste planning.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals intending to be legally bound hereby.

MIFFLIN COUNTY SOLID WASTE AUTHORITY:

By: _____

FRANK C. WALSH, JR
Print name and title PRESIDENT

By: _____

William E. Koontz
Print name and title SEC. TREAS

MIFFLIN COUNTY COMMISSIONERS:

By: _____

Susan M. McCartney, Commissioner
Print name and title

By: _____

Charles E. Laub, Commissioner
Print name and title

By: _____

Raymond M. Snyder, Commissioner
Print name and title

RESOLUTION 2011- 3
AGREEMENT BETWEEN
THE COUNTIES OF MIFFLIN AND JUNIATA
FOR A JOINT MUNICIPAL WASTE MANAGEMENT PLAN

(Juniata County Resolution NO. 2011-4)

THIS AGREEMENT is established to document a working relationship between Mifflin and Juniata Counties in planning for, managing and/ or providing solid waste, recycling, and related services to the residents and businesses of the region;

WHEREAS, Mifflin and Juniata Counties have a long history of working together on successful regional planning efforts; and

WHEREAS, the Mifflin County Solid Waste Authority completed a "Phase 1 Waste Stream and Revenue Assurance Study" in December 2009 that recommends that Mifflin County pursue efforts to cooperate with Juniata County in joint solid waste planning; and

WHEREAS, solid waste and recycling issues specific to each County, as well as issues common to both Mifflin and Juniata Counties, can be addressed both individually and jointly by each County through a regional plan; and

WHEREAS, through a cooperative planning process there are opportunities to better address and implement the recommendations that evolve from a joint Municipal Waste Management Plan; and

WHEREAS, Mifflin County and Juniata County have each been awarded Section 901 Municipal Waste Management Planning Grants from the Pennsylvania Department of Environmental Protection, whereby each County will administer their respective Planning Grants and incur project expenses individually for the joint plan;

NOW THEREFORE BE IT RESOLVED, the Mifflin County Board of Commissioners and the Juniata County Board of Commissioners do hereby enter into this agreement on _____ May 24 _____, 2011 to cooperate and participate in the preparation of a joint Municipal Waste Management Plan.

It is understood by the parties that this plan may, by necessity, have some components that are specific to only one county. The parties further acknowledge and agree that this planning process may identify implementation components that are specific to one county, or to both counties. The parties agree to work together in the spirit of cooperation and in the interest of providing practical, environmentally sound solid waste, recycling and related services to the residents and businesses of the two counties, in implementing the recommendations of this joint Municipal Waste Management Plan.

THIS AGREEMENT may be amended at any time by the mutual consent of both parties involved. Based on the aforementioned, Mifflin County and Juniata County do hereby agree to the terms as stated.

ATTEST:

Cathy L. Romig, Chief Clerk

MIFFLIN COUNTY COMMISSIONERS

Mark A. Sunderland, Chairman

Otis E. Riden, Jr., Vice Chairman

Robert A. Reck, Secretary

ATTEST:

Sherlyn Moseby, Chief Clerk

JUNIATA COUNTY COMMISSIONERS

Jeffrey M. Zimmerman, Chairman

Dale S. Shelley, Vice Chairman

Teresa J. O'Neal, Secretary

Solid Waste Haul/Disposal Agreement
Between Mifflin County Solid Waste Authority
And the Clinton County Solid Waste Authority

SOLID WASTE DISPOSAL AGREEMENT

By and Between

MIFFLIN COUNTY SOLID WASTE AUTHORITY

And

CLINTON COUNTY SOLID WASTE AUTHORITY

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SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT, entered into this 28th day of May, 2014, by and between the Mifflin County Solid Waste Authority, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania (the "Authority"), and the Clinton County Solid Waste Authority (the "Contractor"), a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at McElhattan, Clinton County, Pennsylvania.

BACKGROUND

A. By its Request for Proposals for Hauling and Disposal of Municipal Waste, dated November 2013, and amendments thereto, the Authority solicited proposals for waste disposal and transportation services, for the Municipal Waste disposed of at the Authority's Transfer Station (the "RFP").

B. The Contractor has submitted a proposal dated December 11, 2013 to the Authority in response to the RFP (the "Proposal").

C. The Authority has accepted the Proposal and the Authority and the Contractor desire to set forth the terms and conditions under which the Contractor shall provide Municipal Waste disposal, and, if applicable approvals are obtained, Residual Waste disposal and transportation services to the Authority.

NOW THEREFORE, in consideration of the background information above and the terms set forth in this Agreement, and intending to be legally bound, the Authority and the Contractor agree as follows:

ARTICLE I
DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Agreement shall have the following meanings:

1.01 "Base Fee." Shall mean the dollar amount per ton set forth in the Contractor's Proposal to the RFP for which the Contractor agrees to dispose of Municipal Waste pursuant to this Agreement and as set forth on Exhibit 3.01 hereto.

1.02 "Base Trucking Fee." Shall mean the applicable amount per ton set forth on Exhibit 4.01 attached hereto.

1.03 "Department." The Department of Environmental Protection of the Commonwealth of Pennsylvania and its authorized representatives.

1.04 "Environmental Laws." Environmental Laws shall mean all federal, state or local laws, ordinances, rules, regulations or written policies now or hereafter existing which govern or otherwise relate to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of any Municipal Waste, Hazardous Substance or Hazardous Waste.

1.05 "Event of Force Majeure." An Event of Force Majeure shall mean an Act of God, riot, insurrection, war, natural disaster, strike, labor dispute, extraordinary weather condition, legal action enjoining or threatening the carrying out of the activities hereunder, the adoption or change after the date hereof (including a change in interpretation) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the date hereof applicable to the Landfill or a party

adversely affecting such party's obligations under this Agreement or under any assignments, permits, licenses or approvals in effect as of this date, the imposition of any material conditions on the issuance or renewal of any assignment, permit, license or approval for the Landfill after this date which establishes requirements adversely affecting the operation or use of the Landfill; or any other cause beyond the reasonable control of a party and which such party is unable to avoid by the exercise of reasonable diligence.

1.06 "Hazardous Waste." Hazardous Waste shall mean all waste defined or characterized as "Hazardous Waste" by statute, regulation of the Department or governmental entity with jurisdiction over the Landfill.

1.07 The "Landfill." The Contractor's landfill located at Wayne Township, Clinton County, Pennsylvania or any substitute landfill properly designated by the parties hereto in writing, for the disposal of Municipal Waste.

1.08 "Municipal Waste." Any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities and sludge not meeting the definition of Residual Waste or Hazardous Waste from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility. The term shall not include source-separated Recyclable Materials, Infectious Waste, Residual Waste, Hazardous Waste, Hazardous Substances, Non-Conforming Waste or any other waste not approved for disposal into the Landfill pursuant to the Landfill's operating permit issued by the Department.

1.09 "Municipal Waste Planning, Recycling and Waste Reduction Act" or "Waste Reduction Act." Act No. 101 of 1988. 53 P.S. §4000.101 et seq.

1.10 "Non-Conforming Waste." Any waste not meeting the definition of Municipal Waste, including, without limitation, any Hazardous Waste.

1.11 The "Proposal." The Contractor's response to the RFP dated December 11, 2013.

1.12 "Recycling." The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.

1.13 "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 from an industrial, mining or agricultural water supply treatment facility, waste water treatment facility or air pollution control facility, provided that it is not hazardous.

1.14 The "RFP." The Request for Proposals for Municipal Waste Hauling and Disposal issued by the Authority in November 2013 and all amendments and/or supplements thereto.

1.15 "Solid Waste Management Act." Act 97 of 1980, Public Law 380, 35 Purdon's Statutes 6018.101. et seq., and Department regulations promulgated thereunder.

1.16 "Source-separated Recyclable Materials." Materials that are separated from municipal waste at the point of origin for the purpose of recycling.

1.17 "Term." The term of this Agreement as set forth in Section 2.02 hereof, including any renewal terms of this Agreement.

1.18 "Transfer Station." The Authority's Transfer Station located at 87 Landfill Road, Mifflin County, Pennsylvania.

ARTICLE II
SCOPE OF SERVICES

2.01 Effective Date. If the conditions of Section 8.03 hereof are met, this Agreement shall become effective January 1, 2015.

2.02 Term of Agreement. The term of this Agreement shall end on the December 31, 2019; provided, however, that the Authority may, extend the term for a renewal term of an additional five (5) years, beginning on January 1, 2020 and ending on December 31, 2024.

2.03 Designated Wastes. During the Term of this Agreement, the Contractor shall receive, transport and dispose of, at the Landfill, all of the Municipal Waste disposed of at the Authority's Transfer Station as designated in the Regional Waste Management Plan then in effect. The Contractor acknowledges that there is no minimum guaranteed quantity of Municipal Waste to be disposed of under this Agreement.

2.04 Back-up Agreement. The Contractor acknowledges that the Authority shall have an effective back-up agreement for disposal of Transfer Station Municipal Waste in place throughout the Term of this Agreement in the event the Contractor is unable to accept and dispose of Municipal Waste in the manner provided herein. In such event, the Authority shall be permitted to direct the disposal of Municipal Waste to a back-up facility of its selection.

2.05 Trucking. The Contractor shall provide trucking services including all labor, drivers, equipment, vehicles, tools, implements, fuel, materials and transportation facilities for the adequate, timely and proper transportation of all Municipal Waste disposed of under this Agreement from the Authority's Transfer Station to the Landfill.

a. Equipment. All trucking equipment provided by Contractor shall meet all requirements of applicable federal, state and local law and regulations and be compatible with the Authority's Transfer Station facilities.

b. Loading and Availability of Trucking Equipment. The Authority will load trailers as waste is received but has no control over and makes no representation as to the time of loading of the trailers at the Transfer Station. The Contractor shall be required to provide a continuous operation of transport procedure for the Transfer Station. Therefore, the Contractor shall be obligated and have available at all times a sufficient number of tractors and trailers necessary to promptly move all Municipal Waste from the Transfer Station to the Landfill. The Contractor assumes all risks as to transportation and unloading or any other unfavorable condition that may be encountered in the transportation of the Municipal Waste whether apparent by inspection or disclosed only in the process of transporting the Municipal Waste and also including unfavorable or inclement weather conditions. At a minimum, the Contractor shall have at least three (3) empty trailers available at the Transfer Station at all times. No loaded trailers shall be permitted to remain in the staging area of the Authority's Transfer Station for a period in excess of seventy-two (72) hours or in accordance with the Transfer Station permit.

c. No Minimum Weight. The Contractor acknowledges that the Authority does not guarantee any minimum weight for a loaded trailer. Provided, however, that the Authority and the Contractor shall each exert their best efforts to achieve the maximum legally permissible load on each trailer.

d. Subcontracting. If the Contractor enters into a subcontract with another entity to provide the trucking services specified herein, such subcontract must be submitted to the Authority for its prior written approval, which approval will not be unreasonably withheld. Such subcontract must, at a minimum, satisfy the conditions of this Agreement. Further, the approval by the Authority of such a subcontract will not relieve the Contractor of any of its duties, responsibilities or liabilities under this Agreement. Notwithstanding the terms of this section, the Contractor may make occasional use of subcontracts for transportation without the written approval of the Authority for operational reasons related to unavailability of equipment for maintenance, repair or as a result of conditions beyond the Contractor's control.

e. Fines; Penalties; Fees. The Contractor shall be responsible for and shall indemnify and hold the Authority harmless from and against any fines, penalties, fees, costs and impositions related to the condition or operation of any tractors, trailers or ancillary equipment required under this Agreement. Such costs shall include, without limitation, any fines, penalties, fees, costs and impositions imposed as a result of improper use of equipment, failure to transport Municipal Waste in a timely or required manner and failure to maintain required safety equipment. Provided, however, the Authority shall be responsible for and shall indemnify and hold the Contractor harmless from any fines, penalties, costs and impositions related to over-weight vehicles loaded at the Transfer Station by the Authority.

ARTICLE III
DISPOSAL FEES

3.01 Base Fee. Throughout the Term, the Authority shall pay the Contractor, in the manner and at the times provided herein, the amount set forth on Exhibit 3.01 for each and every ton of Municipal Waste disposed of at the Landfill (the "Base Fee").

3.02 Additions to Base Fee. In addition to the Base Fee, the Contractor shall be entitled to collect from the Authority, the Authority's pro rata portion of any of the following costs affecting the Contractor's operations and resulting from events beyond the reasonable control of the Contractor provided that the increased costs are directly attributable to an act or omission of the Authority or any waste originating at the Authority's Transfer Station.

a. Cost increases resulting from an event of Force Majeure (as defined in Article X hereof);

b. Costs due to unanticipated required special handling of any Municipal Waste if the source of such Municipal Waste is the Authority; and

c. Costs due to a determination by any agency, court or other duly constituted authority that any Municipal Waste theretofore handled by the Contractor, although not Hazardous Waste prior to such determination, constitutes Hazardous Waste if the source of any such Municipal Waste, subsequently determined to be Hazardous Waste, is the Authority.

d. Costs increases due to increases in fees or impositions imposed on the Contractor by local, state and federal governments.

3.03. Reductions to Base Fee. If any of the following impositions are repealed during the term of this Agreement, the Base Fee shall be reduced by the amount of the repealed imposition, effective as of the date the imposition is reduced: any of the host county, host community, growing greener or recycling fees, which together total $10.50 per ton.

3.04 Manner and Time of Payment of Base Fees and Additions to Base Fees. The Contractor shall bill the Authority two times per month for billing cycles as follows: 1st of month through 15th of month and second cycle of the 16th through the last day of each month for all Base Fees. The Authority shall pay all Base Fees within thirty (30) days of the date of the Contractor's invoice. All additions to the Base Fee provided for in Section 3.02 hereof shall be billed to the Authority by the Contractor on billing cycle of the occurrence of the event that occasions such fees under the same payment terms.

3.05 Late Payment Penalty. In the event that the Authority fails to pay any amount properly due the Contractor under Section 3.03 of this Agreement, the Contractor shall be entitled to impose a late payment penalty upon the Authority equal to the late payment penalty then charged by the Contractor with respect to its delinquent accounts.

3.06 Setoff of Base Fees. The Authority shall be entitled to set off against Base Fees or additions to Base Fees payable to the Contractor hereunder, any penalties or other impositions imposed upon the Contractor under Section 7.07 hereof.

3.07 Weighing Procedures and Verification.

a. All loads of Municipal Waste originating at the Transfer Station shall be weighed in and weighed out on scales located at the Contractor's Landfill. For each load of Municipal Waste, the Contractor shall provide the Authority with a copy of a certified weigh ticket containing, at a minimum, the following items of information:

   i. the date of delivery of the Municipal Waste to the Landfill;
   ii. the number or identifier of the tractor and trailer;
   iii. the gross vehicle weight at the time of delivery;
   iv. the tare weight at the time of delivery;
   v. the net weight of the load; and
   vi. the identity of the weigh master receiving the load.

b. Such tickets will be compiled by the Contractor and provided to the Authority on at least a bi-monthly basis.

c. Scales used by the Contractor shall be certified and inspected on a periodic basis as required by all applicable local, state and federal laws and scale operators shall be Commonwealth of Pennsylvania licensed weigh masters.

The Authority shall have the right, during normal business hours and at reasonable intervals to inspect the Contractor's scales for accuracy. Further, the Authority shall have the right from time to time to weigh the Contractor's vehicles at the Transfer Station to verify the accuracy of the Contractor's scales. In the event that the Contractor's scales are not functioning properly, all weights shall be determined by the Authority's scales at the Transfer Station. In such event the Authority shall provide the Contractor with reasonable access to its scales during normal business hours for the purpose of verifying the accuracy of same.

ARTICLE IV
TRUCKING FEES AND FUEL COST ADJUSTMENT

4.01 Base Trucking Fee. Throughout the Term, the Authority shall pay the Contractor the applicable Base Trucking fee set forth in Exhibit 4.01 attached hereto and made a part hereof by this reference (the "Base Trucking Fee").

4.02 Fuel Cost Adjustment Payment and Fuel Used

a. Fuel cost adjustment payments shall be calculated in accordance with the table set forth on Exhibit 4.02 attached.

b. During the Term, the Contractor shall exercise its best efforts to use compressed natural gas fueled tractors, with back up use of dual-fuel or diesel tractors when CNG tractors are unavailable due to maintenance or repair requirements.

c. If, during the Term, diesel fuel costs exceed $5.50 per gallon for a period of 180 days, the fuel cost adjustment provisions of this Agreement shall be re-opened and the parties agree to negotiate in good faith to conclude an alternative arrangement that is acceptable to both parties. Until an alternative arrangement is agreed upon by the parties, and assuming the fuel cost per gallon continues to exceed $5.50 per gallon the rate methodology set forth on Exhibit 4.02 shall apply.

4.03 Manner and Time of Payment of Trucking Fees. The Contractor shall bill the Authority by-monthly for Base Trucking Fees and the Authority shall pay all fees payable under this Article within thirty (30) days of the date of the Contractor's invoice under same terms noted in section 3.04 and 3.05 above.

ARTICLE V
DELIVERY OF AND TITLE TO MUNICIPAL WASTE; ADMINISTRATIVE INSPECTIONS; OPERATIONS MANAGER

5.01 Delivery of Municipal Waste. All Municipal Waste to be disposed of pursuant to this Agreement shall be delivered to the Landfill by the Contractor, unless otherwise authorized, in a writing made prior to such delivery, by the Authority.

5.02 Title to Municipal Waste. Title to Municipal Waste shall be vested in the Contractor at the time the Municipal Waste is loaded onto the Contractor's trailers at the Transfer. Notwithstanding anything to the contrary herein, title to and legal responsibility and liability for waste not conforming with the definition of Municipal Waste herein ("Non-conforming Waste") shall at times remain with the party delivering such Non-conforming Waste to the Transfer Station and title to such Non-conforming Waste shall not pass to the Contractor or the Authority. Solely as an accommodation to the Authority, at the Authority's sole expense and upon such other terms and conditions as may be agreed upon by the Contractor, the Authority, the Contractor may, at its sole discretion, attempt to arrange for the proper handling, storage and transportation of such Non-conforming Waste until such time as it has been returned to the party that delivered such waste to the Transfer Station. In the event that the Contractor receives Non-Conforming Waste from the Authority, any and all costs incurred by the Contractor with respect to such Non-Conforming Waste, including any fines and penalties assessed therefore, shall be promptly paid by the Authority.

5.03 Administrative Inspections. Upon reasonable notice and during regular business hours, each of the parties hereto and their authorized agents or employees shall have access to the other party's logs, books and records pertaining to the quantities and sources of Municipal Waste transported and disposed of pursuant to this Agreement. Such inspections shall be conducted for the purpose of verifying compliance with the terms and conditions of this Agreement. Further, each of the parties hereto and their authorized agents and employees shall also be permitted, upon reasonable notice and during regular business hours, to inspect the other party's facilities and observe operations conducted by such party.

ARTICLE VI
INSURANCE AND BONDING

6.01 Provision of Coverage. Throughout the Term, the Contractor shall maintain in full force and effect the types and amounts of insurance coverage required by this Article VI. All such insurance policies required under this Article shall list the Authority as additional insured under such policies. Each year during the Term, the Contractor shall provide the Authority with a certificate of insurance evidencing its procurement of such coverage, and listing the coverage, limits of liability, name of the carrier, the policy number and the expiration date.

6.02 Environmental and General Liability Coverage. The Contractor shall maintain insurance coverage for environmental liability and comprehensive general liability providing continuous coverage against third party claims for property damage and personal injury, with policy limits of not less than Five Million and no/100 ($5,000,000.00) Dollars for combined coverage.

6.03 Vehicle Coverage. The Contractor shall maintain public liability insurance coverage on each tractor, trailer or other vehicle or vehicles required for the prosecution of the work under this Agreement with limits of bodily injury coverage no less than One Million ($1,000,000.00) Dollars for each person and no less than Three Million and no/100 ($3,000,000.00) Dollars for each accident. Further, the Contractor shall maintain property damage insurance on each tractor, trailer and any other vehicle or vehicles required for the prosecution of the work hereunder with limits of coverage no less than Five Hundred Thousand and no/100 ($500,000.00) Dollars.

6.04 Workers' Compensation Coverage. The Contractor shall maintain standard workers' compensation coverage indemnifying it and the Authority against any loss arising from liability or injuries sustained by any and all agents, servants or employees of the Contractor who shall be entitled to compensation under the Workers' Compensation Law.

6.05 Insurance Companies. All insurance policies required under Article VI hereof shall be issued by financially sound insurance companies licensed to do business in Pennsylvania, and shall be in a form satisfactory to the Authority.

6.06 Notice of Cancellation. All policies of insurance required to be maintained by the Contractor pursuant to this Article VI shall contain a provision that such policy or policies shall not be cancelled or materially amended (including any reduction in the scope or limits of coverage) without at least thirty (30) days prior written notice to the Authority.

6.07 Failure to Provide or Procure Coverage. The Contractor's failure to provide or procure the insurance coverage required by this Article VI shall constitute a material breach of this Agreement. In such event, the Authority may, at its option, procure such required insurance covering the Authority's interests and charge the costs of same to the Contractor, or set off such

costs against amounts otherwise due the Contractor. If such sums are charged to the Contractor, the Contractor covenants to pay such amounts promptly upon demand by the Authority.

6.08 Performance Bond. At the time this Agreement becomes effective, the Contractor and its surety shall execute a performance bond in an amount determined by the Authority in its reasonable discretion, after good faith consultation with the Contractor. Such bond shall be written by a surety authorized to do business in Pennsylvania and shall be delivered to the Authority contemporaneous with the execution of this Agreement. The attorney-in-fact who signs the bond must be a resident of Pennsylvania and shall file with such bond a certified and effectively dated copy of his power of attorney. The Contractor shall pay all premiums for such bond. The bond shall cover the faithful performance by the contractor of all covenants and agreements on the part of the Contractor contained in this Agreement.

6.09 Payment Bond. In the event that the Contractor, with the prior written approval of Authority, enters into a subcontract with another entity to provide services required under this Agreement, the Contractor and its surety, acceptable to the Authority, shall execute a payment bond in an amount to be determined by the Authority in its reasonable discretion after good faith consultation with the Contractor. Such bond shall be written by a surety authorized to do business in Pennsylvania and shall be delivered to the Authority contemporaneous with the execution of the subcontract. The attorney-in-fact who signs the bond must be a resident of Pennsylvania and shall file with such bond a certified and effectively dated copy of his power of attorney. The Contractor shall pay all premiums for such bond. The bond shall cover the faithful payment by the Contractor of the approved subcontractor. Provided, however, the Authority shall not require payment bonds for occasional use of subcontractors as provided in Section 2.05 (d) of this Agreement.

ARTICLE VIII
DEFAULT; REMEDIES; PENALTIES

7.01 Events of Default by the Contractor. Each of the following shall constitute an event of default under this Agreement:

a. Failure of the Contractor to accept and transport Municipal Waste for disposal to the Landfill on any date that the Transfer Station is open for business except if performance is excused by the Authority.

b. Failure of the Contractor to comply with any other material term, obligation, covenant or condition contained in this Agreement. If any such failure is curable and if the Contractor has not been given notice of a similar breach within the preceding twelve (12) month period, it may be cured (and no event of default will have occurred) if the Contractor, after receiving written notice from the Authority demanding cure of such failure: (i) cures such failure within fifteen (15) days of the date of such notice; or (ii) if the cure requires more than fifteen (15) days, immediately initiates steps which the Authority deems in its reasonable discretion to be sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

c. A change of ownership of more than fifty (50%) percent of the ownership interest of the Contractor. Provided, however, that if there is a change of more than fifty (50%) percent of the ownership interest in the Contractor, this change of ownership shall not constitute a default hereunder if the entity purchasing the fifty (50%) percent ownership in the

Contractor agrees to be bound by all of the provision of this Agreement and receives or obtains all Commonwealth of Pennsylvania approvals, authorization and licenses necessary for it to perform the Contractor's obligations under this Agreement.

d. A change in record title ownership of the Landfill. Provided, however, that if there is a change of record title in the Landfill, this change of title shall not constitute a default hereunder if the entity to which the record title is changed agrees to be bound by all of the provisions of this Agreement and receives or obtains all Commonwealth of Pennsylvania approvals, authorizations and licenses necessary for it to perform the Contractor's obligations under this Agreement and to own the Landfill.

e. The Contractor being or becoming insolvent or bankrupt or ceasing to pay federal, state or local tax obligations or its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property.

f. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within sixty (60) days.

g. Any action or answer by the Contractor approving of, consenting to, or acquiescing in any such proceeding.

h. The levy of any distress, execution or attachment upon the property of the Contractor which shall substantially interfere with its performance hereunder.

7.02 Remedies in the Case of an Event of Default by Contractor. Should the Contractor default on the full and timely performance of any of its obligations hereunder, the County and/or the Authority may:

a. Enforce specific performance of this Agreement,

b. Bring suit for damages against the Contractor;

c. Seek recovery under the performance bond required under Section 6.08 hereof; and/or

d. Terminate this Agreement upon written notice to the Contractor.

7.03 Events of Default by the Authority. Each of the following shall constitute an event of default under this Agreement:

a. Failure of the Authority to make payment to Contractor at the time and in the manner provided for hereunder;

b. Failure of the Authority to comply with any other material term, obligation, covenant or condition contained in this Agreement. If any such failure is curable and if the Authority has not been given notice of a similar breach within the preceding twelve (12) month period, it may be cured (and no event of default will have occurred) if the Authority, after receiving written notice from the Contractor demanding cure of such failure: (i) cures such failure within fifteen (15) days of the date of such notice; or (ii) if the cure requires more than fifteen (15) days, immediately initiates steps which the Contractor deems in its reasonable discretion to be sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practicable.

7.04 Remedies in the Case of an Event of Default by the Authority. Should the Authority default on the full and timely performance of any of their obligations hereunder, the Contractor may:

a. Enforce specific performance of this Agreement;

b. Bring suit for damages against the Authority; or

c. Terminate this Agreement upon written notice to the Authority.

7.05 Other Remedies. The rights and remedies set forth in Sections 7.02 and 7.04 hereof shall be in addition to and not in limitation of any rights and remedies otherwise available by law.

7.06 Failure to Pursue Remedy. No action or failure to act by a party shall constitute a waiver of any right or remedy afforded under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the parties.

7.07 Penalties. The Authority may impose the following penalties upon the Contractor for the following instances of nonperformance:

a. If the Contractor fails to have available, at the Transfer Station, during normal operating hours, at least three (3) transfer trailers for a period of thirty (30) consecutive minutes, the Authority may impose a penalty of up to One Thousand and no/100 ($1,000.00) Dollars for each thirty (30) minute period during which such condition continues. Provided, however, that such penalty may only be imposed on the third instance of the Contractor's violation of this provision during any consecutive twelve (12) month period during the term of this Agreement.

b. Section 2.05 b. of this Agreement requires loaded transfer trailers to be removed from the Transfer Station within seventy two (72) hours of the completion of loading. If the Contractor fails to move a loaded trailer from the Transfer Station for a period in excess of seventy-two (72) hours of the completion of loading, the Authority may impose a penalty of up to Five Hundred and no/100 ($500.00) Dollars for each consecutive six (6) hour period (following the 72 hour period) during which such condition continues.

Any penalties imposed under this Section may be set off or deducted from amounts otherwise due the Contractor hereunder.

ARTICLE VIII
MUNICIPAL WASTE MANAGEMENT PLAN

Plan Requirement. The Authority understands and agrees that, pursuant to the Waste Reduction Act, the Counties of Mifflin and Juniata are required to officially adopt a municipal waste management plan (the "Plan") for Municipal Waste generated within each county. Pursuant to the Waste Reduction Act, the Mifflin and Juniata counties have adopted ordinances which require all waste collectors to transport all Municipal Waste generated within the counties to designated disposal facilities set forth in the Plan and permitted by the Department under the Solid Waste Management Act.

ARTICLE IX
INDEMNIFICATION

9.01 By the Authority. The Authority shall indemnify, hold harmless and defend the Contractor and its respective directors, officers, employees and agents, against any and all loss, damage, suits, claims, liability and expenses (including without limitation reasonable litigation expenses and legal fees) arising out of any claim for loss of or damage to property, including property of the Authority, and personal injury to or death of persons, including the employees of the Contractor and the Authority, which results from any act or omission of the Authority, or its employees, contractors or agents, arising out of or during the performance of this Agreement.

9.02 By the Contractor. The Contractor shall indemnify, hold harmless and defend the Authority, and its directors, officers, employees and agents against any and all loss, damage, suits, claims, liability and expenses (including without limitation reasonable litigation expense and legal fees) arising out of any claim for loss of or damage to property, including property of the Contractor, and personal injury to or death of persons, including the employees of the Contractor and the Authority, which results from any act or omission of the Contractor, its employees, contractors or agents, arising out of, or during the performance of this Agreement.

9.03 Environmental Matters. The Contractor shall indemnify, hold harmless and defend the Authority, and its directors, officers, employees and agents against any and all loss, damage, suits, liability, expense, fines, penalties and assessments (including litigation expenses and legal fees) arising out of any claim for injury or death of any person and loss or damage to any property caused by pollution, impairment or degradation of the environment caused by (i) the negligence or willful misconduct of the Contractor, its agents, employees and contractors in the operation of the Landfill or the transportation of Municipal Waste provided for hereunder; or (ii) the placement, deposit, disposal, burial or dumping of any Hazardous Waste, Infectious Waste or Residual Waste at the Landfill, or (iii) the spilling, injection, leakage, release or other discharge of any Hazardous Substance from the Landfill into the environment (including streams, rivers and waterways) or (iv) any violation of any Environmental Laws or any federal, state or local laws, ordinances or regulations governing the operation of the Landfill; provided, however, that the indemnity provided for in this Section 9.03 shall not apply to the extent that any such claim results from any Nonconforming Waste provided or made available by the Authority hereunder to the Contractor. The obligations of the Contractor under this paragraph shall survive any termination of this Agreement.

ARTICLE X
FORCE MAJEURE

A delay or failure of performance hereunder by a party shall not constitute an event of default or result in any liability under this Agreement to the extent caused by an Event of Force Majeure; provided, however, an Event of Force Majeure shall not excuse the Authority's obligation to pay any amounts due hereunder. Except for payment obligations, such delay or failure shall be excused at any time performance is adversely affected by an Event of Force Majeure and during such period thereafter as may be reasonably necessary for the party so affected, using its reasonable efforts, to correct the adverse effects of such Event of Force Majeure. An Event of Force Majeure shall not terminate or suspend the Authority's obligation to make any payments required pursuant to this Agreement for services rendered prior to a suspension for an Event of Force Majeure. If an Event of Force Majeure prevents the Contractor

from performing under the terms of this Agreement, the Contractor shall use commercially reasonable efforts to identify and, as agent for, and without prior notice to, the Authority, arrange for the transportation and disposal of Municipal Waste to a location or facility that is authorized to accept such waste in accordance with all applicable law, and the Contractor may charge the Authority the Base Fee and Base Trucking Fee and, in addition, all out-of-pocket costs incurred by the Contractor arising from or related to the collection, handling, storage, transportation, processing and disposal of such Municipal Waste. If the Contractor is unable to transport and dispose of Municipal Waste due to an Event of Force Majeure and such inability continues for a period of fifteen (15) calendar days or more after written notice to the Contractor, the Authority shall have the option to terminate this Agreement upon written notice to the Contractor.

ARTICLE XI
RESIDUAL WASTE

The Authority has a permit from the Department to accept municipal-like Residual Waste at its Transfer Station. As long as any Residual Waste accepted by the Authority is not Non-conforming Waste and the Authority complies with the reasonable specifications of the Contractor (e.g. weight and volume considerations), the Contractor shall transport and dispose of any such Residual Waste received at the Authority's Transfer Station for the same price and on the same terms and conditions as are provided for herein for Municipal Waste. Provided, however, if any such Residual Waste requires special handling (for example, liquid waste that must be solidified or waste that fails to comply with the Contractor's specifications for handling such waste), the disposal of such waste shall be priced by the Contractor on a case by case basis.

ARTICLE XII
IMPLEMENTATION OF THE PLAN; REMEDIES

The parties mutually acknowledge that the purpose of this Agreement is to ensure that the citizens of Mifflin and Juniata Counties, Pennsylvania, have a safe, effective and cost efficient means of disposing of Municipal Waste generated within the Counties' boundaries and to satisfy and comply with the requirements of the Municipal Waste Planning, Recycling and Waste Reduction Act (53 P.S. §4000.101 et. seq.)

ARTICLE XIII
MISCELLANEOUS

13.01 Authorization. The Authority represents and warrants that it is a body politic and corporate organized pursuant to the laws of the Commonwealth of Pennsylvania and, as such, it has the power and authority to enter into this Agreement and to consummate the transactions contemplated thereby. The Authority has taken all required official action at duly advertised and constituted public meetings to authorize the execution of this Agreement and all approvals, consents and orders of any governmental authority, board, agency or commission have jurisdiction which would constitute a condition precedent to the performance by the Authority of its obligations under this Agreement have been obtained. The Contractor represents and warrants that it is a body politic and corporate organized pursuant to the laws of the Commonwealth of Pennsylvania and, as such, it has the power and authority to enter into this Agreement and to

consummate the transactions contemplated thereby and that it has taken all required action to authorize the execution of this Agreement.

13.02 Binding Effect. This Agreement shall be binding on the parties hereto and their respective successors and assigns.

13.03 Applicable Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

13.04 Savings Clause. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.05 Amendments to the Agreement. This Agreement shall not be amended or terminated except by a writing executed by the Authority and the Contractor, except as provided for in Sections 7.03 and 7.04.

13.06 Merger. This Agreement contains the sole and entire agreement and understanding of the Authority and the Contractor with respect to the entire subject matter hereof. Any and all prior discussions, negotiations, commitments and understandings relating thereto are hereby merged herein.

13.07 Captions. The article and section headings in this Agreement are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof. Except as otherwise indicated, all references in this Agreement to sections and articles are to sections and articles of this Agreement.

13.08 Assignment. The obligations of the parties under this Agreement may not be assigned except upon the prior written consent of all parties, which consent shall not be unreasonably withheld.

13.09 Notices. All notices, demands and other communications provided for hereunder shall be in writing, sent by express, registered or certified mail, return receipt requested, courier service or personal delivery, addressed to the parties as follows:

If to Authority:	Mifflin County Solid Waste Authority 87 Landfill Road Lewistown, Pennsylvania 17044 ATTN: Lisa Smith, Director
If to Contractor:	Clinton County Solid Waste Authority P.O. Box 209 McElhattan, PA 17748 ATTN: Jay B. Alexander

13.10 Execution of Documents. This Agreement shall be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which together shall constitute but one and the same instrument.

13.11 Relationship of the Parties. Neither party shall have any responsibility to perform services for or to assume contractual obligations which are the obligation of the other party; nothing herein shall

constitute either party as a partner, agent or representative of the other party, or be deemed to create any fiduciary relationship between the parties.

13.12 Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waiver, either expressly or impliedly, any other breach under this Agreement.

13.13 Contract Administrator. The Contractor and the Authority shall each designate a Contract Administrator who shall be responsible for the administration of this Agreement shall be the primary contact for the Authority and the County under this Agreement. Until changed by the parties by proper written notice to the other party, the contractor administrators are.

Authority: Lisa Smith, Director

Contractor: Jay B. Alexander

IN WITNESS WHEREOF, the County, the Authority and the Contractor have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the day and year first above written.

ATTEST:

MIFFLIN COUNTY SOLID WASTE AUTHORITY

By:

ATTEST:

CLINTON COUNTY SOLID WASTE AUTHORITY

By:

EXHIBIT 3.01

BASE FEE FOR DISPOSAL

PER TON	
Contract Year*	Disposal Fee
2015	$26.50
2016	$28.00
2017	$28.56
2018	$29.13
2019	$29.71
2020*	$30.30
2021	$30.90
2022	$31.51
2023	$32.14
2024	$32.78

**The MCSWA shall have the option to continue the agreement at the end of five (5) years at the rates listed for each year thereafter or could choose to terminate the agreement at such time.*

In addition to the above listed tonnage rates, the following charges shall apply:
Tires: $2.00 each for car or light truck tires; $4.25 each for truck tires
Freon removal: $13.00 per unit

EXHIBIT 4.01

BASE TRUCKING FEE

Contract Year	**Per ton**
2015	$12.75
2016	$13.00
2017	$13.26
2018	$13.53
2019	$13.80
2020**	$14.08
2021	$14.36
2022	$14.68
2023	$14.97
2024	$15.27

***The MCSWA shall have the option to continue the agreement at the end of five (5) years at the at the rates listed for each year thereafter or could choose to terminate the agreement at such time.*

EXHIBIT 4.02

CALCULATION OF FUEL COST ADJUSTMENT PAYMENTS

The fuel cost adjustment payments, per ton, shall be calculated weekly in accordance with the following table (the per ton amount will be multiplied by the number of tons per billing interval):

Weekly, the price per gallon of diesel fuel will be confirmed by an average of the following third party postings:

1. www.etrucker.com: fuel prices for PA every Monday (this would be the number used for the week)

2. Calling the Energy Information administration @ 1-202-586-6966 every Monday and using the Central Atlantic average.

A fuel surcharge will be implemented on a per ton basis in accordance with the following table:

PRICE PER GALLON	SURCHARGE PER TON
$ 3.00	$ (1.60)
$ 3.25	$ (1.20)
$ 3.50	$ (0.80)
$ 3.75	$ (0.40)
$ 4.00	$ -
$ 4.25	$ 0.40
$ 4.50	$ 0.80
$ 4.75	$ 1.20
$ 5.00	$ 1.60
$ 5.25	$ 2.00
$ 5.50	$ 2.40

The fuel surcharge shall continue indefinitely at this scale sequence corresponding with the diesel fuel price per gallon using the above referenced calculation methodology.

Appendix M

Waste Destination Reports

Mifflin and Juniata Counties
Regional Waste Destinations Report (2000-2013)

Mifflin and Juniata Counties Regional Waste Destinations
2000-2013

All Values in Tons (2000lbs) of Waste

Landfill Name & Location	Year	Municipal	Residual	Sewage Sludge	Infectious	Construction	Ash Residue	Asbestos
Cumberland County Sanitary Landfill, Inc.	2013	6.6	259.6			429.2		37.9
	2012	33.8	2308.3	360.5		598.1		36.9
	2011		6.5	908.9		100.5		
	2010	37.5		2467				
	2009		1609.6	1424.6		27.2		
	2008		5768.6	1507.4		100		12.9
	2007		2023.3	1832			868.6	
	2006	41	3381.6	2536.4		18.1	2573.7	
	2005		1745.9	2769.1			417.7	
	2004		13.2	4483.7				
	2003		164.6	3975.1				
	2002	224.6	308.3	828.4		5.7		
	2001	430.7						26.8
	2000					1.8		33.2
Lycoming County Resource Management	2013	3.5	52.1			2.1		
	2012	7.8	315.9			39.6		
	2011		392.3					7.7
	2010		485.5					
	2009	32.7	352.4					
	2008	0.3	500.9			2.2		
	2007	1.7	517.2					
	2006	2.4	647.7			2.7		
	2005		646.4			6.6		
	2004		696.9			6.1		0.9
	2003		708.5					
	2002	1.5	846.7			15.3		
	2001		1153.9					
	2000	1	1004.8	16.5		381.4		

Mifflin and Juniata Counties Regional Waste Destinations
2000-2013

All Values in Tons (2000lbs) of Waste

Landfill Name & Location	Year	Municipal	Residual	Sewage Sludge	Infectious	Construction	Ash Residue	Asbestos
Laurel Highlands Landfill, Inc.	2013	40061		606.6		6.2		
	2012	42631.6		676.6				
	2011	40075.9		800.8		1.8		
	2010	36878	262.9	730.7				
	2009	23732.9	1787.9	695		4262.53		
	2008	21372.76	4098.37	651.7		5829.26		
	2007	25830.36	7477.23	2118.8		4454.9		
	2006	28134.48	3598.44	1147		4994.09		
	2005	10008.3	549.6	352		1.2		
	2004		2870.6					
	2003		4043.4					
	2002		10073					
	2001		3952.5					63.4
	2000		222.3			97.9		25.7
WSI Sandy Run Landfill, Inc. (Formerly WSI-Hopewell Landfill, Inc.)	2013		233.1					
	2012	1093.6				130.3		
	2011	1857.4				145.5		
	2010	1078.4						
	2009	8892.2	12.4					
	2008	12475.7	1316.2			1.9		
	2007	12164.3	2117.9					
	2006	13723.2	1230.9			2.1		
	2005	9988						
	2004	10927.1				14		
	2003	10712.6				7.1		
	2002	4864.2				174.2		
	2001	10047.2				559.8		
	2000							

Mifflin and Juniata Counties Regional Waste Destinations
2000-2013

All Values in Tons (2000lbs) of Waste

Landfill Name & Location	Year	Municipal	Residual	Sewage Sludge	Infectious	Construction	Ash Residue	Asbestos
Harrisburg Materials Energy Recycle	2013	2.9				3.3		
	2012							
	2011							
	2010							
	2009	3.8						
	2008							
	2007							
	2006							
	2005							
	2004							
	2003							
	2002							
	2001							
	2000							
Clinton County Solid Waste Authority	2013	8.2	2403.1			266		37.2
	2012		2054.4			331.9		36.9
	2011		914.5			20.2		44.9
	2010					400.4		13.8
	2009		19.4			99.8		44.4
	2008		170.3			215.7		37.7
	2007	22.1	476.3			1203.1		26.6
	2006					172.3		23.3
	2005	11.8				243.2		110.6
	2004		3050.6			1319.8		
	2003		1512.4			89.1		0.1
	2002	108.7	1784.5			95		
	2001	1714.4	33.1			376.9		11.9
	2000	8655.1						30.7

Mifflin and Juniata Counties Regional Waste Destinations
2000-2013

All Values in Tons (2000lbs) of Waste

Landfill Name & Location	Year	Municipal	Residual	Sewage Sludge	Infectious	Construction	Ash Residue	Asbestos
Veolia Greentree Landfill, LLC (formerly Superior Greentree Landfill)	2013		76.3	805.4				
	2012		51.5					
	2011		26.6					
	2010		95.5					
	2009		95.5					
	2008	8	175					
	2007		3823.9					13.6
	2006		6565.2					3.8
	2005		4786.6					14.5
	2004		716.1					2.3
	2003		4520.6					17.8
	2002		2633.8					67.8
	2001		4095.2					
	2000		485.8					
Alliance Sanitary Landfill, Inc.	2013							
	2012							
	2011							
	2010							
	2009							
	2008							
	2007							
	2006	12.3						
	2005							
	2004	0.8						
	2003	105						
	2002							
	2001							
	2000							

Mifflin and Juniata Counties Regional Waste Destinations
2000-2013

All Values in Tons (2000lbs) of Waste

Landfill Name & Location	Year	Municipal	Residual	Sewage Sludge	Infectious	Construction	Ash Residue	Asbestos
Commonwealth Environmental Systems	2013							
	2012							
	2011							
	2010							
	2009							
	2008		8.3					
	2007							
	2006		9.4					
	2005							
	2004							
	2003							
	2002							
	2001							
	2000							
Mifflin County Solid Waste Authority	2013							
	2012							
	2011							
	2010							
	2009							
	2008							
	2007							
	2006							
	2005	20815.2	8770.6	564.2		3998.9		
	2004	28087.1	14332.4	1262.4		5035.1		
	2003	24636.1	11877.2	1359.8		5762.4		
	2002	20636.1	8317.2	1242		5357.8		
	2001	19726	8962	1354.3		5471.3		
	2000	21752	7644.9	1414.7		7729.1		

Mifflin and Juniata Counties Regional Waste Destinations
2000-2013

All Values in Tons (2000lbs) of Waste

Landfill Name & Location	Year	Municipal	Residual	Sewage Sludge	Infectious	Construction	Ash Residue	Asbestos
Southern Alleghenies Landfill, Inc.	2013							
	2012							
	2011							
	2010							
	2009							
	2008							
	2007							
	2006							
	2005							
	2004							
	2003							
	2002							
	2001							
	2000							1
Mostoller Landfill, Inc.	2013							
	2012							
	2011							
	2010							
	2009							
	2008							
	2007							
	2006							
	2005							
	2004							
	2003							
	2002		44.9					
	2001							
	2000							

Mifflin and Juniata Counties Regional Waste Destinations
2000-2013

All Values in Tons (2000lbs) of Waste

Landfill Name & Location	Year	Municipal	Residual	Sewage Sludge	Infectious	Construction	Ash Residue	Asbestos
Modern Landfill	2013							
	2012							
	2011							29.2
	2010							
	2009							
	2008							
	2007							
	2006							
	2005							
	2004							
	2003		13.8					
	2002		78					
	2001	21.6						
	2000		0.1			1.4		
South Central Counties Landfill	2013							
	2012							
	2011							
	2010							
	2009							
	2008							
	2007							
	2006							
	2005							
	2004							
	2003							
	2002							
	2001							
	2000	14396.8				656.5		

Mifflin and Juniata Counties Regional Waste Destinations
2000-2013

All Values in Tons (2000lbs) of Waste

Landfill Name & Location	Year	Municipal	Residual	Sewage Sludge	Infectious	Construction	Ash Residue	Asbestos
Dauphin Meadows	2013							
	2012							
	2011							
	2010							
	2009							
	2008							
	2007							
	2006							
	2005							
	2004							
	2003							
	2002							
	2001							
	2000							1
Bradford County Sanitary Landfill	2013							
	2012							
	2011							
	2010		126.7					
	2009							
	2008							
	2007							
	2006							
	2005							
	2004							
	2003							
	2002							
	2001		42.1					
	2000		95.1					

Mifflin and Juniata Counties Regional Waste Destinations
2000-2013

All Values in Tons (2000lbs) of Waste

Landfill Name & Location	Year	Municipal	Residual	Sewage Sludge	Infectious	Construction	Ash Residue	Asbestos
Shade Township Waste Management	2013							
	2012							
	2011							
	2010							
	2009	5063.7						
	2008							
	2007							
	2006	42						
	2005							
	2004							
	2003							
	2002							
	2001							
	2000							
Pine Grove Landfill, Inc.	2013							
	2012							
	2011							
	2010							
	2009		7					
	2008							
	2007							
	2006							
	2005							
	2004							
	2003							
	2002							
	2001							
	2000							

Mifflin and Juniata Counties Regional Waste Destinations
2000-2013

All Values in Tons (2000lbs) of Waste

Landfill Name & Location	Year	Municipal	Residual	Sewage Sludge	Infectious	Construction	Ash Residue	Asbestos
Lancaster County Solid Waste Management	2013							
	2012							
	2011							
	2010							
	2009							
	2008		21.3					
	2007		70.5					
	2006		60.2					
	2005		61.1					
	2004		220.3					
	2003		3909.2					
	2002		2848.4					
	2001		2913.7					
	2000		4861.1					
LCSWMA Frey Farm Landfill	2013							
	2012							
	2011							
	2010							
	2009							
	2008							
	2007							
	2006							
	2005							
	2004		5.9					
	2003							
	2002		500.8					
	2001		20.5					
	2000		46.1					

Mifflin and Juniata Counties Regional Waste Destinations
2000-2013

All Values in Tons (2000lbs) of Waste

Landfill Name & Location	Year	Municipal	Residual	Sewage Sludge	Infectious	Construction	Ash Residue	Asbestos
New Morgan Landfill Co., Inc.	2013							
	2012							
	2011							
	2010							
	2009							
	2008							
	2007							
	2006							
	2005							
	2004		20.1					
	2003		12.2					
	2002		9.7					
	2001							
	2000							
IESI PA Blue Ridge Landfill Corp.	2013							
	2012							
	2011					4.7		
	2010							
	2009							
	2008							
	2007							
	2006							
	2005							
	2004							
	2003							
	2002							
	2001							
	2000							

Mifflin and Juniata Counties Regional Waste Destinations
2000-2013

All Values in Tons (2000lbs) of Waste

Landfill Name & Location	Year	Municipal	Residual	Sewage Sludge	Infectious	Construction	Ash Residue	Asbestos
York County Resource Recovery CE	2013		364.7					
	2012		315.5					
	2011		78.2					
	2010							
	2009							
	2008							
	2007							
	2006							
	2005							
	2004							
	2003							
	2002							
	2001							
	2000							
Western Berks Community Landfill	2013	10.2						
	2012							
	2011							
	2010							
	2009							
	2008							
	2007							
	2006							
	2005							
	2004							
	2003							
	2002							
	2001							
	2000							

Mifflin and Juniata Counties Regional Waste Destinations
2000-2013

All Values in Tons (2000lbs) of Waste

Landfill Name & Location	Year	Municipal	Residual	Sewage Sludge	Infectious	Construction	Ash Residue	Asbestos
Lancaster County Solid Waste Management Resource Recovery Facility	2013		2193.7					
	2012		0.9					
	2011							
	2010							
	2009							
	2008							
	2007							
	2006							
	2005							
	2004							
	2003							
	2002							
	2001							
	2000							

Appendix N

WARM Model

EPA-WARM Model

GHG Emissions Analysis -- Summary Report

Version 12

GHG Emissions Waste Management Analysis for Barton & Loguidice, P.C.

Prepared by: Mifflin/Juniata Solid Waste Management Plan

Project Period for this Analysis: 01/01/10 to 12/31/10

Note: If you wish to save these results, rename this file (e.g., WARM-MN1) and save it. Then the "Analysis Inputs" sheet of the "WARM" file will be blank when you are ready to make another model run.

GHG Emissions from Baseline Waste Management ($MTCO_2E$): (4,710)

Commodity	Tons Recycled	Tons Landfilled	Tons Combusted	Tons Composted	Total $MTCO_2E$
Aluminum Cans	-	89.6	-	NA	3
Steel Cans	-	45.8	-	NA	2
Copper Wire	-	87.3	-	NA	3
Glass	-	151.4	-	NA	6
HDPE	-	21.3	-	NA	1
PET	-	16.5	-	NA	1
Corrugated Containers	-	4,697.3	-	NA	182
Magazines/third-class mail	-	29.9	-	NA	(15)
Newspaper	-	223.2	-	NA	(146)
Office Paper	-	184.9	-	NA	(219)
Food Scraps	NA	69.8	-	-	(49)
Yard Trimmings	NA	963.1	-	-	531
Branches	NA	7,092.9	-	-	(5,689)
Mixed Paper (general)	-	383.7	-	NA	(187)
Mixed Metals	-	9,451.7	-	NA	367
Mixed Plastics	-	110.3	-	NA	4
Mixed Recyclables	-	322.8	-	NA	(145)
Personal Computers	-	49.2	-	NA	2
Tires	-	16,407.3	-	NA	637
					0
					0
					0
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GHG Emissions from Alternative Waste Management Scenario ($MTCO_2E$): (65,396)

Commodity	Tons Source Reduced	Tons Recycled	Tons Landfilled	Tons Combusted	Tons Composted	Total $MTCO_2E$	Change (Alt - Base) $MTCO_2E$
Aluminum Cans	-	89.6	-	-	NA	(797)	(800)
Steel Cans	-	45.8	-	-	NA	(83)	(84)
Copper Wire	-	87.3	-	-	NA	(427)	(431)
Glass	-	151.4	-	-	NA	(43)	(48)
HDPE	-	21.3	-	-	NA	(18)	(19)
PET	-	16.5	-	-	NA	(18)	(19)
Corrugated Containers	-	4,697.3	-	-	NA	(14,622)	(14,804)
Magazines/third-class mail	-	29.9	-	-	NA	(92)	(77)
Newspaper	-	223.2	-	-	NA	(621)	(475)
Office Paper	-	184.9	-	-	NA	(528)	(309)
Food Scraps	-	NA	-	-	69.8	(14)	35
Yard Trimmings	-	NA	-	-	963.1	(193)	(724)
Branches	-	NA	-	-	7,092.9	(1,422)	4,267
Mixed Paper (general)	NA	383.7	-	-	NA	(1,351)	(1,164)
Mixed Metals	NA	9,451.7	-	-	NA	(37,581)	(37,948)
Mixed Plastics	NA	110.3	-	-	NA	(109)	(113)
Mixed Recyclables	NA	322.8	-	-	NA	(904)	(760)
Personal Computers	-	49.2	-	-	NA	(116)	(118)
Tires	-	16,407.3	-	-	NA	(6,457)	(7,094)
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Note: a negative value (i.e., a value in parentheses) indicates an emission reduction; a positive value indicates an emission increase.

Total Change in GHG Emissions ($MTCO_2E$): (60,687)

This is equivalent to…		
Removing annual emissions from	**11,899**	Passenger Vehicles
Conserving	**6,803,429**	Gallons of Gasoline
Conserving	**2,528,608**	Cylinders of Propane Used for Home Barbeques
Conserving	**330**	Railway Cars of Coal
	0.00353%	Annual CO_2 emissions from the U.S. transportation sector
	0.00282%	Annual CO_2 emissions from the U.S. electricity sector

a) For explanation of methodology, see the EPA report:
Solid Waste Management and Greenhouse Gases: A Life-Cycle Assessment of Emissions and Sinks (EPA530-R-06-004)
-- available on the Internet at http://epa.gov/climatechange/wycd/waste/downloads/fullreport.pdf (5.6 Mb PDF file).

b) Emissions estimates provided by this model are intended to support voluntary GHG measurement and reporting initiatives.

c) The GHG emissions results estimated in WARM indicate the full life-cycle benefits waste management alternatives. Due to the timing of the GHG emissions from the waste management pathways, (e.g., avoided landfilling and increased recycling), the actual GHG implications may accrue over the long-term. Therefore, one should not interpret the GHG emissions implications as occurring all in one year, but rather through time.

Note: If you wish to save these results, rename this file (e.g., WARM-MN1) and save it. Then the "Analysis Inputs" sheet of the "WARM" file will be blank when you are ready to make another model run.

Energy Analysis -- Summary Report

Version 12

GHG Emissions Waste Management Analysis for Barton & Loguidice, P.C
Prepared by: Mifflin/Juniata Solid Waste Management Plar
Project Period for this Analysis: 01/01/10 to 12/31/1(

Energy Use from Baseline Waste Management (million BTU): **21,306**

Commodity	Tons Recycled	Tons Landfilled	Tons Combusted	Tons Composted	Total Million BTU
Aluminum Cans	-	89.6	-	NA	47
Steel Cans	-	45.8	-	NA	24
Copper Wire	-	87.3	-	NA	46
Glass	-	151.4	-	NA	80
HDPE	-	21.3	-	NA	11
PET	-	16.5	-	NA	9
Corrugated Containers	-	4,697.3	-	NA	2,477
Magazines/third-class mail	-	29.9	-	NA	16
Newspaper	-	223.2	-	NA	118
Office Paper	-	184.9	-	NA	98
Food Scraps	NA	69.8	-	-	37
Yard Trimmings	NA	963.1	-	-	508
Branches	NA	7,092.9	-	-	3,741
Mixed Paper (general)	-	383.7	-	NA	202
Mixed Metals	-	9,451.7	-	NA	4,985
Mixed Plastics	-	110.3	-	NA	58
Mixed Recyclables	-	322.8	-	NA	170
Personal Computers	-	49.2	-	NA	26
Tires	-	16,407.3	-	NA	8,653
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Energy Use from Alternative Waste Management Scenario (million BTU): **(749,598)**

Commodity	Tons Source Reduced	Tons Recycled	Tons Landfilled	Tons Combusted	Tons Composted	Total Million BTU
Aluminum Cans	-	89.6	-	-	NA	(13,691)
Steel Cans	-	45.8	-	-	NA	(916)
Copper Wire	-	87.3	-	-	NA	(7,213)
Glass	-	151.4	-	-	NA	(328)
HDPE	-	21.3	-	-	NA	(1,074)
PET	-	16.5	-	-	NA	(530)
Corrugated Containers	-	4,697.3	-	-	NA	(70,931)
Magazines/third-class mail	-	29.9	-	-	NA	(22)
Newspaper	-	223.2	-	-	NA	(3,688)
Office Paper	-	184.9	-	-	NA	(1,871)
Food Scraps	-	NA	-	-	69.8	38
Yard Trimmings	-	NA	-	-	963.1	526
Branches	-	NA	-	-	7,092.9	3,872
Mixed Paper (general)	NA	383.7	-	-	NA	(7,843)
Mixed Metals	NA	9,451.7	-	-	NA	(573,541)
Mixed Plastics	NA	110.3	-	-	NA	(4,559)
Mixed Recyclables	NA	322.8	-	-	NA	(4,850)
Personal Computers	-	49.2	-	-	NA	(1,463)
Tires	-	16,407.3	-	-	NA	(61,513)
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Change (Alt - Base) BTU
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(7,259)
(407)
(1,085)
(538)
(73,408)
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(3,806)
(1,969)
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(578,526)
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(70,166)
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Total Change in Energy Use (million BTU): **(770,904)**

Note: a negative value (i.e., a value in parentheses) indicates a reduction in energy consumption; a positive value indicates an increase.

This is equivalent to…		
Conserving	**6,857**	Households' Annual Energy Consumptio
Conserving	**132,686**	Barrels of Oil
Conserving	**6,167,232**	Gallons of Gasoline

a) For explanation of methodology, see the EPA repor
<u>Solid Waste Management and Greenhouse Gases: A Life-Cycle Assessment of Emissions and Sink</u>
(EPA530-R-06-004)
-- available on the Internet at http://epa.gov/climatechange/wycd/waste/downloads/fullreport.pdf (5. Mb PDF file).

b) Emissions estimates provided by this model are intended to support voluntary GHG measureme and reporting initiatives

GHG Emissions Analysis -- Summary Report

Version 12

GHG Emissions Waste Management Analysis for Barton & Loguidice, P.C.
Prepared by: Mifflin/Juniata Solid Waste Management Plan
Project Period for this Analysis: 01/01/10 to 12/31/10
Note: If you wish to save these results, rename this file (e.g., WARM-MN1) and save it. Then the "Analysis Inputs" sheet of the "WARM" file will be blank when you are ready to make another model run.

GHG Emissions from Baseline Waste Management (MTCE): (1,284)

Commodity	Tons Recycled	Tons Landfilled	Tons Combusted	Tons Composted	Total MTCE
Aluminum Cans	-	89.6	-	NA	1
Steel Cans	-	45.8	-	NA	0
Copper Wire	-	87.3	-	NA	1
Glass	-	151.4	-	NA	2
HDPE	-	21.3	-	NA	0
PET	-	16.5	-	NA	0
Corrugated Containers	-	4,697.3	-	NA	50
Magazines/third-class mail	-	29.9	-	NA	(4)
Newspaper	-	223.2	-	NA	(40)
Office Paper	-	184.9	-	NA	(60)
Food Scraps	NA	69.8	-	-	(13)
Yard Trimmings	NA	963.1	-	-	145
Branches	NA	7,092.9	-	-	(1,551)
Mixed Paper (general)	-	383.7	-	NA	(51)
Mixed Metals	-	9,451.7	-	NA	100
Mixed Plastics	-	110.3	-	NA	1
Mixed Recyclables	-	322.8	-	NA	(39)
Personal Computers	-	49.2	-	NA	1
Tires	-	16,407.3	-	NA	174
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Note: a negative value (i.e., a value in parentheses) indicates an emission reduction; a positive value indicates an emission increase.

a) For explanation of methodology, see the EPA report:
Solid Waste Management and Greenhouse Gases: A Life-Cycle Assessment of Emissions and Sinks
(EPA530-R-06-004)
-- available on the Internet at http://epa.gov/climatechange/wycd/waste/downloads/fullreport.pdf (5.6 Mb PDF file).

b) Emissions estimates provided by this model are intended to support voluntary GHG measurement and reporting initiatives.

c) The GHG emissions results estimated in WARM indicate the full life-cycle benefits waste management alternatives. Due to the timing of the GHG emissions from the waste management pathways, (e.g., avoided landfilling and increased recycling), the actual GHG implications may accrue over the long-term. Therefore, one should not interpret the GHG emissions implications as occurring all in one year, but rather through time.

GHG Emissions from Alternative Waste Management Scenario (MTCE): (17,835)

Commodity	Tons Source Reduced	Tons Recycled	Tons Landfilled	Tons Combusted	Tons Composted	Total MTCE	Change (Alt - Base) MTCE
Aluminum Cans	-	89.6	-	-	NA	(217)	(218)
Steel Cans	-	45.8	-	-	NA	(23)	(23)
Copper Wire	-	87.3	-	-	NA	(117)	(117)
Glass	-	151.4	-	-	NA	(12)	(13)
HDPE	-	21.3	-	-	NA	(5)	(5)
PET	-	16.5	-	-	NA	(5)	(5)
Corrugated Containers	-	4,697.3	-	-	NA	(3,988)	(4,038)
Magazines/third-class mail	-	29.9	-	-	NA	(25)	(21)
Newspaper	-	223.2	-	-	NA	(169)	(130)
Office Paper	-	184.9	-	-	NA	(144)	(84)
Food Scraps	-	NA	-	-	69.8	(4)	10
Yard Trimmings	-	NA	-	-	963.1	(53)	(198)
Branches	-	NA	-	-	7,092.9	(388)	1,164
Mixed Paper (general)	NA	383.7	-	-	NA	(368)	(318)
Mixed Metals	NA	9,451.7	-	-	NA	(10,249)	(10,350)
Mixed Plastics	NA	110.3	-	-	NA	(30)	(31)
Mixed Recyclables	NA	322.8	-	-	NA	(247)	(207)
Personal Computers	-	49.2	-	-	NA	(32)	(32)
Tires	-	16,407.3	-	-	NA	(1,761)	(1,935)
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Total Change in GHG Emissions (MTCE): (16,551)

This is equivalent to…

Removing annual emissions from	**11,899**	Passenger Vehicles
Conserving	**6,803,429**	Gallons of Gasoline
Conserving	**2,528,608**	Cylinders of Propane Used for Home Barbeques
Conserving	**330**	Railway Cars of Coal
	0.00353%	Annual CO_2 emissions from the U.S. transportation sector
	0.00282%	Annual CO2 emissions from the U.S. electricity sector

Appendix O

Mifflin County Solid Waste Authority (MCSWA) PV Project

MCSWA Request for EPC Proposals
Photovoltaic (PV) Project

MIFFLIN COUNTY SOLID WASTE AUTHORITY

REQUEST FOR EPC PROPOSALS

Photovoltaic (PV) Project
MCSWA Waste Transfer & Recycling Station - Lewistown, PA

Issued by:

Mifflin County Solid Waste Authority
87 Landfill Road
Lewistown, PA 17044

February 2011

Table of Contents

Mifflin County Solid Waste Authority
Photovoltaic (PV) Project
REQUEST FOR EPC PROPOSALS

I. PROJECT BACKGROUND AND GOALS

The Mifflin County Solid Waste Authority (MCSWA) operates a Waste Transfer and Recycling Depot at 87 Landfill Road, Lewistown PA (off of Route 522 East), that handles waste and recyclables from within and outside of Mifflin County. This transfer station opened in 2005, concurrent with the year in which the Authority's Barner Landfill (on the same site) became full and was closed. Authority staff owns and operates the site, including facility truck scales, the on-site waste transfer and recycling operations, administrative offices, and the closed landfill.

MCSWA is herein soliciting competitive proposals from qualified firms to enter into negotiations with MCSWA to engineer, procure and construct ("EPC") a Photovoltaic ("PV") project utilizing building roof area and other open areas to install a PV system to generate electricity. The selected EPC Vendor will also be responsible for providing a municipal leasing option for financing the project, and will provide an option to provide a service to market the solar renewable energy credits (SRECs) generated from this project.

The primary purpose of this project is to develop and install an efficient and cost-effective PV system in an expedient manner, to effectively fix the MCSWA facilities' electric power costs into the future via net metering of electricity. The goal is to select a qualified firm capable of designing, building and commissioning a facility to: (1) provide an efficient and effective means of generating renewable solar-generated electricity to fix power costs, (2) obtain equipment leasing terms that require little or no net cash outlay by MCSWA throughout the duration of the project, and (3) ensure the system can be built and subsequently operated safely and in compliance with all relevant and applicable local, state and federal regulations and codes.

MCSWA will also consider proposals from project teams or joint ventures that are capable of providing all the required services on an EPC basis through a prime contractor. The project team must be able to clearly demonstrate that it has the requisite background and experience to completely implement the PV Project from the planning and design phase through construction and start-up. Open shop (non-union) proposals are acceptable in response to this RFP; however, prevailing wage rate compliance is required, as this is a public project.

Proposals in response to this Request for Proposals are due by 10:00 am on March 9, 2011. There will be a pre-proposal meeting and site visit on February 23, 2011 at 1:00 pm, which interested proposers are strongly encouraged to attend. MCSWA plans to provide a notice of selection to the selected vendor on or about March 21, 2011 with a

final executed contract and contract award on or about May 1, 2011. MCSWA's schedule is based on its desire to have the PV project on-line and producing electricity on or about August 1, 2011.

II. PROPOSAL

The proposal shall include all engineering, procurement and construction components of the PV electric generation system. MCSWA has identified available generally southerly facing exposures on the transfer station roof and an adjacent open slope directly south of the transfer station (will be identified at the pre-bid meeting). Vendor shall have the responsibility for obtaining a building permit and utility approval for the installation and grid connection of the PV system; and installation of system components including but not limited to racking, panels, wiring, conduits, electrical panel boxes, disconnects, and meters.

The proposal for the PV Project EPC Contract will be for a fixed cost, to be rolled into a municipal equipment leasing agreement to cover the costs associated with the project. SREC marketing costs may be addressed either within the total project cost or via a percentage or commission on an ongoing basis through the duration of the project. The EPC Vendor will be required to guarantee the facility design and performance requirements (generate 173,000 kWhr/yr) in order to achieve acceptance and to complete the project

III. SUBMISSION OF PROPOSALS

Proposals are invited and will be received by MCSWA up until 10:00 am local prevailing time on March 9, 2011. Proposals will be opened by the MCSWA at 10:01 am directly following the deadline of receipt. Two copies of your sealed proposals and one electronic copy must be submitted. No proposals will be accepted after that date and time. The sealed transmittal is to have:

"Mifflin County Solid Waste Authority PV Project"

This must be clearly marked on the outside of the package.

The proposals will be received at:

Mifflin County Solid Waste Authority (Main Office at Entrance in Conference Room)
87 Landfill Road
Lewistown, PA 17044
Attn: Lisa Smith, General Manager
lisa@mifflincountyswa.com

All costs associated with the preparation of the proposal, as well as any other related

materials, will be borne by the proposer. All proposals become the property of MCSWA. Any proposal found to be incomplete or not in the format specified in this RFP may result in rejection of the proposal. The MCSWA reserves the right to waive any discrepancies, omissions, or irregularities in a proposal at its sole discretion, and to reject any and all proposals at its sole discretion.

Bids are final once submitted. Modifications and/or withdrawals of proposals are not permitted once they have been submitted. All proposals will be considered a firm offer to provide services and materials to MCSWA. Proposals shall be executed by a person who has the authority to legally bind the proposer. If the proposer is a corporation, partnership or limited liability company, a certificate of vote or other proof of authorization necessary to legally bind the proposer must be submitted with the proposal.

IV. TENTATIVE SCHEDULE FOR THE RFP PROCESS

Activity	Date
RFP Issuance Date	February 9, 2011 8:00 am
Pre-Proposal Meeting & Site Visit	February 23, 2011; 1:00 pm
Proposal Submission Deadline	March 9, 2011; 10:00 am
Opening of Proposals	March 9, 2011; 10:01 am
Evaluation/scoring/short list	March 10-15, 2011
Interviews (if held)	March 14-18, 2011
Anticipated Selection Notice of EPC Firm	March 21, 2011
Anticipated Earliest Award of Contract & Notice to Proceed	May 1, 2011
Target On-Line Completion Date	August 1, 2011

MCSWA reserves the right to modify this schedule at its discretion.

V. INQUIRIES AND PRE-PROPOSAL CONFERENCE AND SITE VISIT

A. INQUIRIES

Inquiries concerning this RFP must be submitted in writing or by electronic mail to:

Mifflin County Solid Waste Authority
87 Landfill Road

P.O. Box 390
Lewistown, PA 17044
Attn: Lisa Smith, General Manager
lisa@mifflincountyswa.com

With a copy to:

Barton & Loguidice, P.C.
1104 Fernwood Avenue, Suite 501
Camp Hill, PA 17011
Phone: (717) 737-8326
Fax: (717) 737-8328
Attn: Terry Keene, P.E., Engineer
Email: tkeene@bartonandloguidice.com

Inquiries may be hand-delivered, mailed, e-mailed, or faxed, but must be received before March 1, 2011. Telephone or other such inquiries will not be answered. Written responses will be mailed, emailed or faxed to all proposers on record as planning to respond to this RFP. Aside from inquiries at the Pre-Proposal Conference and Site Visit discussed below, proposers should not contact MCSWA officers, directors, employees, agents or contractors regarding this RFP, except as noted above.

B. PRE-PROPOSAL MEETING AND SITE VISIT

On February 23, 2011 starting at 1:00 pm, MCSWA will host a site visit followed by a pre-proposal meeting at the MCSWA Main Office Building at the entrance of the facility. The transfer station and landfill are located off the intersection of Route 522 and 87 Landfill Road and the meeting will conclude following a tour of the transfer station site. The purpose of this meeting is to discuss the request for proposals and the scope of work to be performed, answer questions regarding the RFP, and tour the transfer station and proposed PV installation site.

A shade analysis is required by each proposer, and the pre-proposal meeting and site visit may be the best opportunity for prospective vendors to conduct such an analysis. It is the option of the proposer to conduct the shade analysis at the time of the pre bid meeting. If the analysis is not performed at that time, prior to contract award, the proposer will be required to conduct the analysis and verify assumptions made within a proposal with regard to shading. The results of the analysis must be submitted to MCSWA in the form of a short report explaining the results including supporting pictures or printouts from the analysis.

ATTENDANCE AT THE PRE-PROPOSAL MEETING AND SITE VISIT IS STRONGLY ENCOURAGED.

VI. PROPOSAL SUBMISSION REQUIREMENTS

All proposals submitted for evaluation must include, but are not limited to, the following information. Failure to follow the prescribed format may result in rejection of the proposal.

Through this RFP process, MCSWA is seeking proposals that provide it with a basis for an evaluation of the technical, economic and commercial merit of competing proposal offers. Proposals are expected to contain sufficient information to enable MCSWA to:

1. Confirm compliance with all system design and performance requirements.
2. Understand how the proposed system corresponds to the proposed price.
3. Confirm that the design and construction of the project will conform to all utility, environmental, municipal, state and federal permit requirements.
4. Understand and evaluate the basis for system electrical production capacity and the assumptions used to generate that capacity to meet the facility's needs.
5. Review the cash flow of the proposed contract and clearly review and understand the financial and administrative responsibilities and roles of the proposal for each party involved.

Accordingly, the Proposal will consist of the following components:

1. The Business Proposal, including the proposed business terms and conditions, and general information regarding the Vendor and other members of the proposal team;
2. The Technical Proposal, which describes the equipment and facilities to be provided; and
3. The EPC Price Proposal.

MCSWA reserves the right in its sole discretion to supplement, amend, or otherwise modify this RFP, to waive informalities on any proposal, to accept late proposals, to reject any and all proposals, and to enter into negotiations with any firm of its choosing. MCSWA makes no representation with respect to whether any such negotiations will result in finalization and execution of an EPC Contract. Each proposer shall be fully responsible for the costs it incurs in preparing its proposal and in negotiating an EPC Contract in the event any such negotiations take place.

MCSWA is seeking, and appreciates the value of, proposals that are as brief and concise as possible in providing the information necessary for such an evaluation. To facilitate the evaluation of proposals and to help assure their comparability, MCSWA requests that all proposals include the following information, **in the order and format described, where applicable.**

A. BUSINESS PROPOSAL

The Business Proposal shall consist of the following:

1. **The Transmittal Letter**, which shall be printed on the EPC Vendor's letterhead and signed by an officer of the EPC Vendor that has the proper corporate authority to make the commitments set forth therein.
2. **Proposal Team Information**, which shall identify the key entities that constitute the proposal team, including the design firm, EPC Vendor, and

Financial Supplier.

3. **Proposal Team Member Information**, which will provide more detailed information on each member of the Proposal Team including relevant certifications.

4. **Reference System Information**, which will provide the requested information on the experience of the Proposal Team Members with other projects involving the installation of photovoltaic systems for commercial and municipal applications with systems of similar capacity, and work related to other Project component. Provide detailed relevant experience of similar projects which shall include the following: Completion date; name of client, contact person, current phone; brief description of service performed or project; original and final contract amount and any other pertinent information regarding experience. It is expected that Team Members previously have had experience in at least two (2) PV projects of similar size. Also include how projects were funded and if the requested leasing options indentified in this RFP were utilized. Similar information should be provided for the SREC marketing option.

5. **List proposed equipment to be installed** (make, model, variant), how the proposed system components will be connected to each other to make a functional system, and how the system will meet the design and performance requirements of this RFP. Include system sizing and production information to substantiate the capacity and generation claim of the proposed system. Any suggested improvements to the existing system requested within the RFP that may reduce costs or provide a higher quality system and more functional end product may be included for review. Any information on suggested improvements or substitutions within the submission should be clearly marked as such, and kept separate from the "base" proposal, including financials regarding the incorporation of substitutes.

6. **Insurance -** Each proposer must provide proof of insurance for the amounts and types set forth in this RFP for Vendors working on site.

7. **A Financial Analysis** shall be provided that breaks out costs (leasing payments, SREC marketing costs, expected O&M, etc) and revenue (avoided electric costs via net metering, SREC sales, net excess generation revenue, etc.) over the warranteed life of the system and in such a manner that cash flow requirements for the project are clear, on an annual basis.

8. **Bonding –** The proposal must be accompanied by a proposal security in the form of a surety company bid bond or certified check, drawn on a bank authorized to business in the Commonwealth of Pennsylvania in the sum of ten percent (10%) of the total proposal cost. The bid bond or certified check shall be made payable to the MCSWA. The successful proposer will be required to supply surety company performance and payment bonds or other performance and payment security acceptable to the

MCSWA in the full amount of the proposer's bid on the project.

B. TECHNICAL PROPOSAL

The Technical Proposal shall consist of all of the narratives and design plans and information described as follows.

Narrative information

1. **Project description.** The proposer shall describe each major element of the Project and explain how it meets the design and performance requirements. Section IX of this RFP contains Equipment and System Performance Requirements for this project. The description shall highlight the key design features and equipment choices in the proposal that reduce the Project's capital costs, operating costs, and improve Project performance as compared to the alternatives. This narrative shall include an illustrative schematic of the system for discussions.
2. **Project construction.** The proposer shall describe the requirements for Project construction and commissioning including any necessary grid connection components and overall system integration into the on-site electric distribution system and the utility's system.
3. **Equipment list.** The proposer shall provide a list of the major components of the system to demonstrate compliance with the design and performance requirements.
4. **PV electrical system cut sheets.** The proposer shall supply cut sheets with technical information/ specifications for the major components of the PV system, or equivalent information to show compliance with minimum design and performance requirements.
5. **Recommendations.** The proposer shall describe recommendations for changes to the conceptual design and performance requirements that may lead to either (i) reductions in the Project's capital costs and/or operating costs, and/or (ii) improvements in Project performance.
6. **Project Approach.** Describe how your Proposal Team will approach each Project task. Describe your Proposal Team's overall philosophy and how it will be applied to the Project. Describe your Proposal Team's technical capability to deal effectively with the technical, regulatory, and financial aspects of the Project. Describe the technical approach and how the Project Team will comply with local permit requirements. Provide a brief history of your Project Team Member's past experience and ability to complete projects on time.
7. **Project Schedule.** Time is of the essence in all project activities to assure the earliest possible Project delivery. Provide a proposed development schedule. MCSWA reserves the right to terminate the EPC Contract(s) after 60 days notification if contractual milestones are not met.

Design plans and information

1. **Site drawing.** The proposer shall provide a site drawing that shows the general placement of the panels, interconnections with the existing electrical system, and other information that the proposer determines is pertinent. (This can be drawn on the attached site plan or sketched).

   Electronic site plan CADD files are available upon request. The project shall be placed within the designated area.

2. **Electrical One-Line Diagram.** The proposer shall provide general one-line diagram for the system to include main system components and connection points.

3. **Construction milestone schedule.** The proposer shall provide a construction milestone schedule that delineates all key technical and contractual milestones.

4. **Shade Analysis –** The proposer shall provide the results of a shade analysis conducted for this project and site, for MCSWA's use and records.

C. PRICE PROPOSAL - EPC CONTRACT

All price quotes must include all labor, materials, clean up, disposal costs, transportation costs, charges, fees and any other direct or incidental expenses related to supplying the required equipment and services. The Price Proposal shall consist of the following:

1. A form which provides the components of the firm, fixed guaranteed construction price, and which identifies and breaks out the cost of specific items included in such guaranteed price

2. A form which provides the schedule of milestones and associated payments.

3. An example municipal lease agreement that will include expected interest rates and terms.

4. Cash flow spreadsheet based on the total proposed project cost, an assumed SREC price of $300/MWhr, existing electric rate of $0.10/kWhr, and the lease terms as provided in the proposal.

5. Financial information pertaining to SREC marketing fees, commissions, etc.

VII. EVALUATION CRITERIA

This is an evaluated proposal selection process. Proposals will be evaluated and ranked by MCSWA and its staff and technical advisors. Prior to award, the Business

Proposal, the Technical Proposal, and the Price Proposal components of the submission will each need to be approved by the review team. Award will be based on an evaluation of multiple proposal factors by the review team, and not solely on cost. MCSWA will select the proposal which it determines to be in its best interest. A select number of proposers may be invited for an oral interview, or be may be asked to provide written clarifications of their proposals.

The proposals will be evaluated using the following criteria. The weighting of criteria is provided to indicate the relative importance of various criteria to MCSWA. In addition, MCSWA may consider additional factors when comparatively evaluating proposals.

25% Qualifications and Proposal Team

The Proposal Team's demonstrated ability to perform the required services at specified levels described in this RFP. The professional experience, qualifications, and educational background of the individual(s) assigned to this project in working together and conducting similar work of comparable size and complexity. The Proposal Team's background, related experience, and proven ability to timely complete similar projects of comparable size and complexity will be evaluated. The provision of excellent references from other similar projects will also be a key determinant.

25% Proposed Approach and Schedule

The Proposer's indication of the understanding of the purpose and scope of the proposed services as evidenced by the quality of the proposal submitted. The overall approach the Proposer will take for each task of the project. The methodology and philosophy and how it will be applied to this project along with proven success implementing the proposed approach at similar facilities. The overall timeline for project implementation, as prepared by the Proposer, will also be evaluated in addition to demonstrated ability of the proposer to perform similar projects in a timely manner.

Proposers who will guarantee an on-line date of August 1, 2011 (assuming a Notice to Proceed is issued by June 1, 2011) will receive the highest rating in this category. There will be a $100/day deduction to the funds due and paid by the Authority to the selected contractor for liquidated damages for a project not on-line by September 1, 2011.

35% Proposed Cost

The proposed economic performance of the system required under this solicitation will be an important evaluation factor. The breakdown of all proposed costs as requested should be clear and concise. Of most importance will be the cash flow analysis and the demonstration that there will be no net “out of pocket” costs to MCSWA for this project; i.e. on an annual basis, the revenues generated from the project will more than offset the costs throughout the life of the system.

15% Guarantees, Security and Credit Worthiness

This evaluation criterion will assess the credit worthiness including guarantees and security offered to MCSWA. The proposer shall provide equipment guarantees and an operational guarantee of the system to generate 173,000 kWhr/yr for its entire operational

term (minimum 20 years).

VIII. AWARD

It is MCSWA's goal to award an EPC Contract in accordance with the schedule presented in Section IV. MCSWA will receive proposals, and will open each bona fide proposal, which has been received prior to the deadline, during an Authority Board working session, and will review each for any irregularities, errors, or exceptions. The successful proposer shall be required to post performance bond and payment bonds in accordance with the terms of the EPC Contract, prior to contract award.

MCSWA may award a contract based on the initial proposals received, without further discussion. Accordingly, MCSWA advises proposers to submit proposals on the most favorable terms from a price and technical standpoint. The award, if any, may be based on factors other than the financial proposal. MCSWA reserves the right to cancel this request for proposals, to reject in whole or in part any and all proposals, to seek further information from any and all proposers, to negotiate terms with any and all proposers, and to accept any proposal which it is deemed to be in the best interest of MCSWA. MCSWA may accept any proposal or a portion of a proposal, waive any irregularities and/or formalities, investigate the ability of the proposer to honor a proposal, select a proposer who does not submit the lowest price and award the MCSWA Contract as shall be considered in the best interest of MCSWA.

MCSWA, its consultants, legal counsel, and existing lenders will review the proposals on technical, financial, and legal merit. The proposals must obtain these three approvals (technical, legal, financial) from the technical review team prior to award of a contract. Once a vendor is selected, and the selected vendor and MCSWA have negotiated a final agreement acceptable to MCSWA, the selected EPC Vendor must execute an Engineering, Procurement and Construction Contract with MCSWA.

IX. EQUIPMENT AND SYSTEM PERFORMANCE REQUIREMENTS

Currently, it is estimated that MCSWA uses approximately 174,000 kWhrs/yr of electricity from the local utility Penelec (a First Energy Company). A breakdown of monthly usage is included in Appendix D of this RFP. MCSWA has taken steps to reduce this demand, but this demand is likely very close to the expected demand of the facility as a whole going forward. With electric rate caps coming off in MCSWA's utility territory at the end of December 2010, it is expected that there will be an increase in electric costs incurred by MCSWA into the future. Additionally, it is assumed that energy costs may rise in the future due to general inflation alone. It is MCSWA's goal to construct a PV system that will effectively freeze electric costs for MCSWA, and provide a net positive benefit to the Authority. To accomplish this, it is envisioned that the selected Vendor will install a PV system that meets the following minimum requirements:

1. The PV system will convert solar radiation into **173,000 kWhrs/yr** of usable alternating current (A.C.) electricity to be net metered and tied to the utility grid. The proposer should propose and justify a direct current (D.C.) rated system capacity to meet this generation requirement.

2. The selected inverter shall be acceptable to the electric utility and be properly sized for the system to ensure an inverter efficiency of greater than 90%.

3. The system will be installed on the generally south facing roof of the existing transfer station and on an open slope to the south of the transfer station to be shown during the pre-bid conference. The system performance calculation per a solar shade analysis must show that the system will produce no less than 80 percent of the annual output of a system with optimal placement and orientation.

4. The system shall be fastened to the transfer station structure as not to compromise the roof of the facility or cause leakage now or in the future. Additionally, the system or the construction and installation of the system shall not do damage to any existing infrastructure. Any damage will be the responsibility of the Vendor.

5. The PV system components shall together be fully functional as a system that will meet applicable code and permit requirements.

6. System components should be designed to function for the full time of warranty operation of the system, which shall be no less than 20 years.

7. It is preferred, but is not required, that equipment be made in the U.S.A. Positive consideration will be given to Vendors using U.S.A. manufactured equipment; proposals should document the country of origin of manufacture of major components of equipment for this project.

8. Electrical equipment shall be UL or IEEE listed or approved.

9. Materials shall be new and never previously used.

10. PV panels shall be resistant to typical environmental damage such as cracking due to hail, abrasion from dust and wind, etc. Panels shall be warranteed against damage from these environmental factors, for the life of the system.

11. The system shall have the ability to track and record generation to check against the utility meter readings for net metering verification.

12. The system shall have no net cost to the Authority via the municipal lease of the equipment and the avoided costs of electricity and SREC value.

13. Payment of the lease by MCSWA will lead toward eventual ownership of the system by MCSWA at no or little cost. MCSWA is also open to leasing, financial, and ownership options whereby MCSWA does not obtain ownership of the equipment but shall gain the same desired benefits as outlined in this RFP.

14. The Vendor shall have the necessary number of panels for this project in stock, or have a preferred agreement with their equipment supplier such that the delivery of equipment components is guaranteed, and will not delay installation of the system.

X. PROCUREMENT AND QUALITY REQUIREMENTS

A. Design

Project designs shall provide sufficient information to fully describe the materials, equipment and details required for construction. Design documents, including calculations, shall be submitted to MCSWA for review and approval prior to ordering any equipment. If portions of the design are not acceptable to MCSWA, the Supplier shall revise and resubmit those portions of the design for additional review at no additional cost to MCSWA.

The project shall be designed by a NABCEP accredited PV designer or approved equal, and a Professional Engineer, Architect or Consultant who is licensed to practice in the Commonwealth of Pennsylvania where applicable. Supplier shall submit a list identifying the "Engineer of Record" for each of the civil, structural, mechanical, and/or electrical engineering disciplines; and any other consultants, for approval by MCSWA prior to commencing design.

B. Quality Assurance

Qualifications of supplier: For the actual design, fabrication, installation and testing of the work, use only thoroughly trained and experienced personnel who are completely familiar with the requirements for this type of work and with the installation recommendations of the manufacturers of the specified items. Supplier shall be one that is regularly engaged in this type of work. Supplier shall provide proof of previous projects of this type along with brief description of the project, name of contact and approximate amount of project cost. Submit listing of three projects as a minimum.

In the acceptance or rejection of the installed electrical system, no allowance will be made for lack of skill on the part of the Vendors.

Full-size paper copies of the final design drawings shall be signed and sealed by the Engineer of Record and submitted to MCSWA. Final paper copies of the project record drawings, reflecting field changes, shall be submitted to MCSWA.

All final design plans and record drawings shall also be submitted to MCSWA on CADD disks compatible with AutoCAD version 2007 for Windows.

A detailed progress schedule shall be furnished by the Vendor at project commencement (and periodically throughout the project) for review by MCSWA on all items of work scheduled for the project from the design to the final acceptance of the project.

C. Testing

Manufacturers' standard factory tests shall be performed on all equipment, and copies of all test reports submitted to MCSWA. Notify MCSWA two weeks in advance of tests on major equipment items, such as inverter, panel arrays, etc. so that a MCSWA representative may witness factory testing, if desired.

XI. CONSTRUCTION SUBMITTAL REQUIREMENTS

A. General

The EPC Vendor shall prepare, for approval by MCSWA, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

Design services required under the EPC Contract shall be performed by licensed, design professionals registered to do business in Pennsylvania. A registered Professional Engineer with the EPC Vendor's organization or under contract for the EPC Vendor shall be designated as the Designer of Record for the Project. The panel portion of the project shall be designed by a NABCEP certified designer

The EPC Vendor shall comply with applicable state laws regarding the practice of professional architectural and engineering services, including certification and stamping of Project Drawings and engineering documents. The EPC Vendor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, Drawings, Specifications and other Design Phase Services, whether performed by the Designer of Record or sub-vendor consultants.

The "Design Documents" shall consist of all plans, drawings, specifications and other conceptualized documents establishing the size, quality and character of the entire Project, its architectural, structural, mechanical and electrical systems, and the materials and such other elements of the Project as may be appropriate to accurately and completely describe the Project.

With the approval of MCSWA and its independent engineer, the EPC Vendor shall utilize the approved Schematic Drawings and prepare the required "Design Documents" needed for construction of the Project.

B. Shop Drawings

Submit complete catalog information and shop drawings for all materials and equipment. Three (3) copies of all documents and an electronic copy shall be provided to MCSWA for approval prior to fabrication or installation.

No substitutions from the approved equipment list as finalized as part of the

negotiated agreement are to be made, and materials are to be of type and make specified unless written approval of other materials is obtained from MCSWA. No substitutions will be considered unless complete information is given and the addition or deduction to the base contract price is indicated. Approval by MCSWA of substitute materials will not relieve the Vendor of the responsibility of providing materials that fit properly into available space conditions and meet all applicable standards.

Approval by MCSWA of any deviation in material, workmanship or equipment proposed subsequent to approval of the shop drawings, samples or design data shall be requested in writing by the Vendor.

C. Project Record Documents

The Vendor shall maintain a complete set of project record documents at the site for MCSWA such that MCSWA has a record of materials, installation, and dimensional relationships of the system for future maintenance needs.

D. Operation And Maintenance Manuals

The EPC Vendor will compile and provide operation and maintenance manuals and schedules to MCSWA for all major components of the system, to ensure satisfactory operation and maintenance of the Project for at least 20 years. The EPC Vendor will provide 3 copies of the final manual and 1 electronic copy of the manual to MCSWA.

Table of contents: Provide title of project, schedule of products and systems, indexed to content of the volume.

For each product or system: List names, addresses and telephone numbers of sub-vendors, manufacturers and suppliers, including local source of supplies and replacement parts.

Product data: Make each sheet to clearly identify specific product and component parts, and data applicable to installation; delete inapplicable information.

Drawings: Supplement product data to illustrate relations of component parts of equipment and systems to show control and one-line diagrams. Do not use project record documents as maintenance drawings.

Typed test procedure: As required to supplement product data. Provide logical sequence of instructions for each procedure. Incorporate manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, finishing, operation and maintenance.

Warranties and bonds: Bind in one copy of each.

Instructions for care and maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

Moisture-protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance and repair.

Each item of equipment and each system: Include a description of unit or system and component parts. Give function, normal operating characteristics and limiting conditions. Include performance curves with engineering data, tests and certifications where appropriate, and complete nomenclature and commercial number of replaceable parts, where applicable.

Include as-installed color coded wiring diagrams.

Operating procedures: Include start-up, routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

Maintenance requirements: Include routine procedures and guide for troubleshooting, disassembly, repair, and reassembly instructions and alignment, adjusting, balancing, and checking instructions.

Provide original parts list, illustrations, assembly drawings and diagrams required for maintenance.

Provide as-installed control diagrams.

XII. RELATED PROPOSAL INFORMATION

A. Firm Pricing

All prices, quotes, and proposals are to remain firm for one hundred fifty (150) days after the opening date. Any proposal, which does not offer to remain firm for the required period, may be considered to be non-responsive.

B. Laws of the Commonwealth of Pennsylvania

All contracts pursuant to acceptance of the Proposer's proposal will be interpreted, construed, and given effect according to the laws of the Commonwealth of

Pennsylvania.

C. Public Disclosure

Trade secrets and proprietary information may be protected from public disclosure if Proposers clearly identify any part of their proposals, which they claim to be proprietary information, trade secrets or other commercial information, or non-individual financial information. After a contract is awarded, all proposals are considered public documents, except those items specifically identified as proprietary. Proposals in total will not be considered proprietary. All materials submitted by a Proposer in response to this RFP will become the property of MCSWA upon delivery.

D. Cover Letter

The proposal will include a cover letter indicating the firm's willingness to enter into an agreement with MCSWA. An officer of the company who has the authority to commit their firm to the proposed project must sign this letter. Proposals will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), and a business address of the Proposer. The proposal will be signed, in ink, by a principal of the business who is authorized to execute the contract. The name of the principal and his/her business title will be included in the signature element in either type or print. Penciled signatures or notations will not be accepted.

E. Changes or Modifications

Any changes or modification to the Request for Proposal will only be accomplished in writing. Any other form is not binding (unless a written addendum is issued by MCSWA). Proposers submitting a proposal based on any information other than that which is contained in this RFP, or any amendment thereto, does so at their own risk.

F. Receiving Proposals

MCSWA will administer receipt of all proposals and opening of the same. Proposals will be held by MCSWA in the same condition as received if delivered prior to the date and time designated for opening. After the time of opening, only the identity of each Proposer will be noted. If only one proposal is received in response to MCSWA's request, MCSWA may recommend an award of a contract to the single Proposer if the proposal is responsive. Alternatively, if time permits, MCSWA may re-solicit for the purpose of obtaining additional proposals.

G. Modifying or Withdrawing Proposals

Proposers may not modify or withdraw their proposals at any time after opening.

H. Independent Vendors

Proposers agree that if they enter into a contract with MCSWA they are independent Vendors and have no authority, express or implied, to bind MCSWA to any agreements, settlements, liability, or understanding whatsoever with any third party which is outside the scope of the original contract in connection with the services or goods sought to be

obtained.

I. Insurance Requirements

The Proposer shall obtain and maintain in full force and effect for as long as necessary to fund the Proposer's indemnification and defense obligations, the following types and amounts of insurance:

A. A Commercial General Liability Insurance policy that affords limits no less than the following:

$2,000,000 - General Aggregate
$1,000,000 - Products & Completed Operations Aggregate
$1,000,000 - Personal & Advertising Injury
$1,000,000 - Each Occurrence
$ 50,000 - Fire Damage
$ 5,000 - Medical Expense

B. An automobile liability insurance policy covering owned, non-owned and hired vehicles. Said policy of insurance to have a minimum limit of $1,000,000.00 per occurrence combined single limit for bodily injury (including death) and property damage (with Pollution Exclusion removed).

C. Workers Compensation and Employer's Liability insurance policy with Pennsylvania statutory limits for workers compensation and a minimum of $1,000,000.00 per accident for employer's liability.

The Proposer shall provide proof of insurability with submission of the proposal. The Proposer shall name MCSWA as an additional insured on Contractor's General Liability Insurance policy. The Proposer shall also furnish to the MCSWA either signed original certificates or bona-fide copies of the certificates of insurance in favor of the MCSWA within fifteen (15) days but no more than thirty (30) days before the commencement of work under the EPC Contract.

J. Indemnity –

The Proposer shall indemnify, defend, and hold harmless the MCSWA, its members, officers, employees, contractors and agents against any and all losses, claims, actions, damages, liability, and expenses, including reasonable attorneys fees and costs of suit, in connection with, without limitation, loss of life, bodily and personal injury, or damage to property occasioned wholly or in part by the act or omission of the Proposer or by persons employed directly or indirectly

by the Proposer in connection with the performance of the EPC Contract.

K. Non Collusion Affidavit. Submit in triplicate with your proposal.

NON-COLLUSION AFFIDAVIT

State of _____ County of _____

I state that I am _____of _____
(Title) (Entity Name)

and that I am authorized to make this affidavit on behalf of said entity.

I state that:

1. The price(s) and amount(s) of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.

2. Neither the price(s) nor the amount(s) of this proposal, and neither the approximate price(s) nor approximate amount(s) of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before proposal opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

4. The proposal 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 proposal.

5. _____, its affiliates, subsidiaries, officers, directors, and
(Entity)
employees are not currently under the investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding of any public contract, except as follows:
_____
_____
_____

I state that _____understands and acknowledges
(Entity)

that the above representations are material and important, and will be relied on by the Mifflin County Solid Waste Authority in awarding the contract for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Mifflin County Solid Waste Authority of the true facts relating to the submission of bids for this contract.

The undersigned being duly authorized by _____
(Name of Entity)

does hereby understand, agree and accept all provisions set forth in the aforesaid Request for EPC Proposals and agrees to negotiate the EPC Contract in good faith with the MCSWA.

_____ _____
(Witness) (Entity)

_____
(Address of Entity)

_____
(City, State and Zip Code)

_____
(Authorized Signature and Title)

_____
(Print Name and Title of Signer)

Sworn to me and subscribed before me this _____ day of _____, 20___.

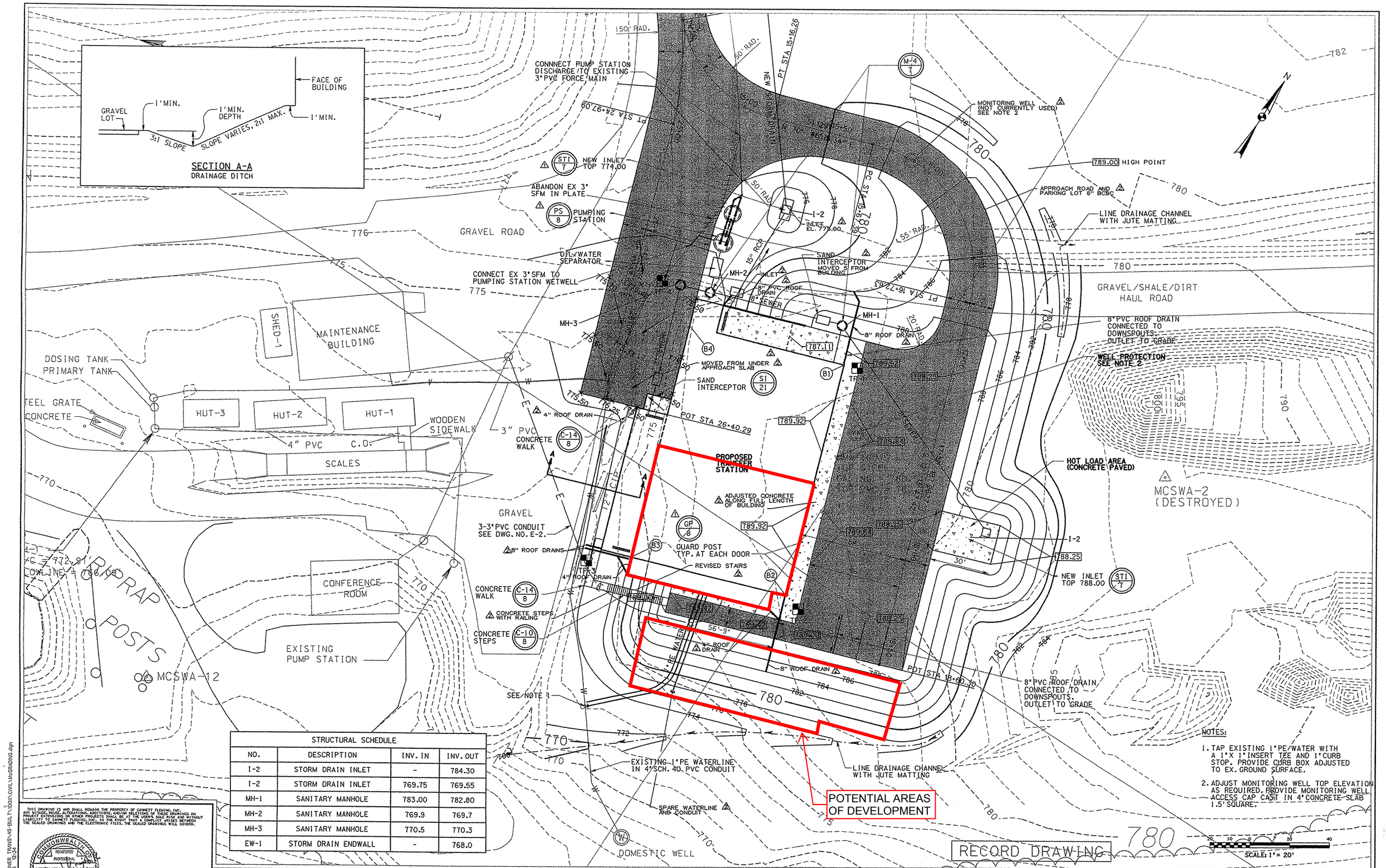
_____
(Public Notary)

_____
(Authorized Signature and Title)

*Submit duplicate originals

APPENDIX A

FACILITY SITE MAP



STRUCTURAL SCHEDULE			
NO.	DESCRIPTION	INV. IN	INV. OUT
I-2	STORM DRAIN INLET	-	784.30
I-2	STORM DRAIN INLET	769.75	769.55
MH-1	SANITARY MANHOLE	783.00	782.80
MH-2	SANITARY MANHOLE	769.9	769.7
MH-3	SANITARY MANHOLE	770.5	770.3
EW-1	STORM DRAIN ENDWALL	-	768.0

NOTES:

1. TAP EXISTING 1" PE WATER WITH A 1" X 1" INSERT TEE AND 1" CURB STOP. PROVIDE CURB BOX ADJUSTED TO EX. GROUND SURFACE.
2. ADJUST MONITORING WELL TOP ELEVATION AS REQUIRED. PROVIDE MONITORING WELL ACCESS CAP CAST IN 4" CONCRETE SLAB 1.5' SQUARE.

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
STEPHEN J. KRAJCSIK
ENGINEER
NO. 043766-E

NO.	DESCRIPTION	DATE	BY
2	RECORD DRAWING	5/05	S.J.K.
1	CONFORM DWG - ADDENDUM NO. 3	9/04	S.J.K.

REVISIONS

DESIGNED	C.A.D.D.	SCALE
SG	SG	1" - 20"
DRAWN	CHECKED	APPROVED
SG	JMS	SJK

GANNETT FLEMING, INC.
HARRISBURG PENNSYLVANIA

MIFFLIN COUNTY SOLID WASTE AUTHORITY
DERRY TOWNSHIP, MIFFLIN COUNTY, PENNSYLVANIA
MUNICIPAL WASTE TRANSFER FACILITY
CONSTRUCTION OF
BARNER SITE TRANSFER STATION

TRANSFER STATION
CIVIL
GRADING PLAN

JOB NO.	SHEET NO.
41421	5
DATE	DRAWING NO.
NOVEMBER, 2003	C-3

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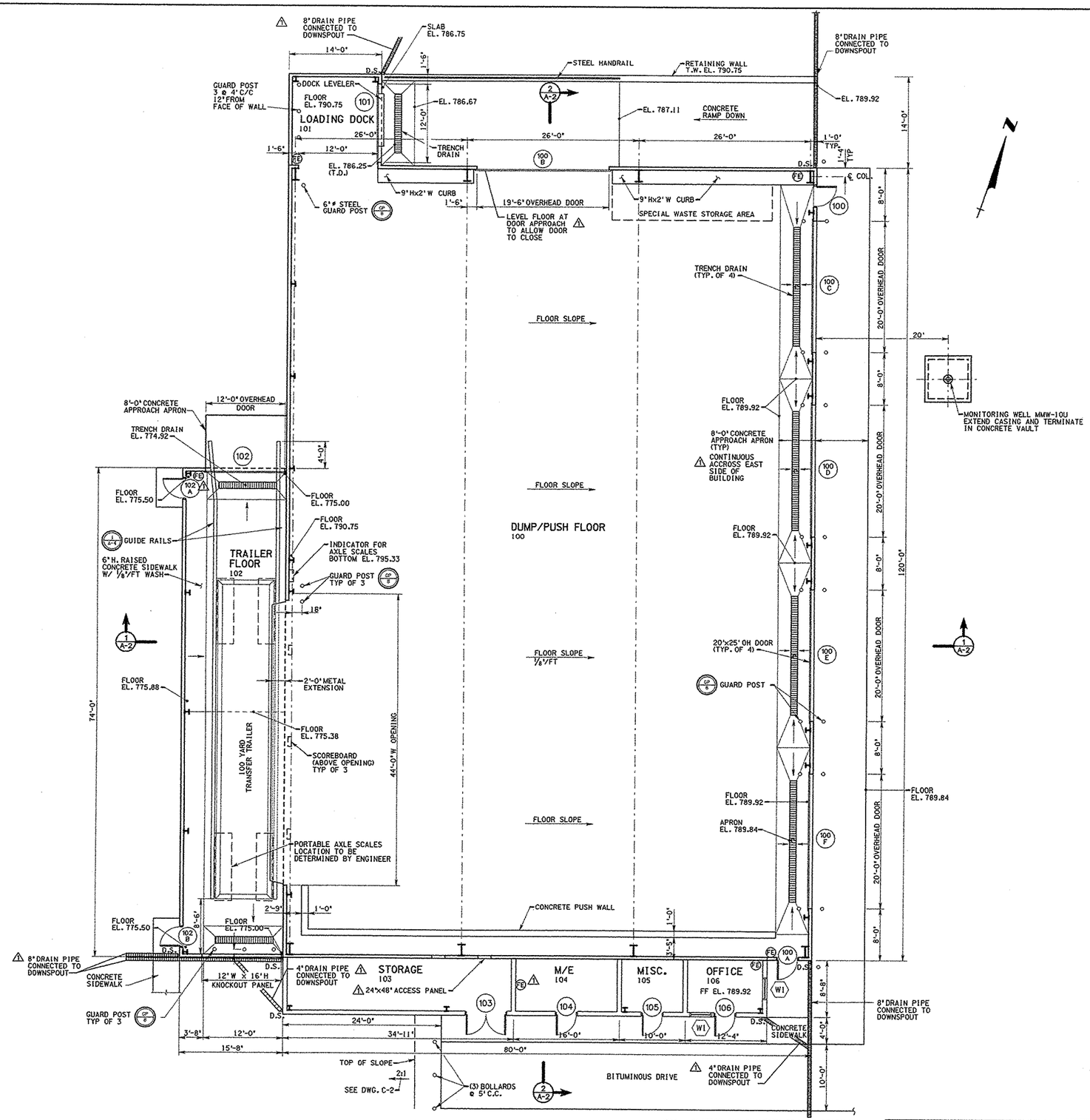
APPENDIX B

TRANSFER STATION BUILDING DRAWINGS



TRANSFER STATION FLOOR PLAN

SCALE: 1/8"=1'-0"

NOTE: LOCATION AND QUANTITY OF WIND BRACING COLUMNS MAY DIFFER FROM THOSE SHOWN. PROVIDE BY P.E.B. MFGR. RECOMMENDATIONS AT NO ADDITIONAL COST TO THE OWNER.

RECORD DRAWING

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
STEPHEN J. KRAJCSIK
ENGINEER
NO. 042566-E

NO.	DESCRIPTION	DATE	BY
1	RECORD DRAWING	5/05	S.J.K.

REVISIONS

DESIGNED	C.A.D.D.	SCALE
J.R.S.	D.R.E.	1/8"=1'-0"
DRAWN	CHECKED	APPROVED
D.R.E.	J.R.S.	S.J.K.

GANNETT FLEMING, INC.
HARRISBURG PENNSYLVANIA

MIFFLIN COUNTY SOLID WASTE AUTHORITY
DERRY TOWNSHIP, MIFFLIN COUNTY, PENNSYLVANIA
MUNICIPAL WASTE TRANSFER FACILITY
CONSTRUCTION OF
BARNER SITE TRANSFER STATION

TRANSFER STATION
ARCHITECTURAL
FLOOR PLAN

JOB NO.	SHEET NO.
41421	11
DATE	DRAWING NO.
JULY 29, 2003	A-1

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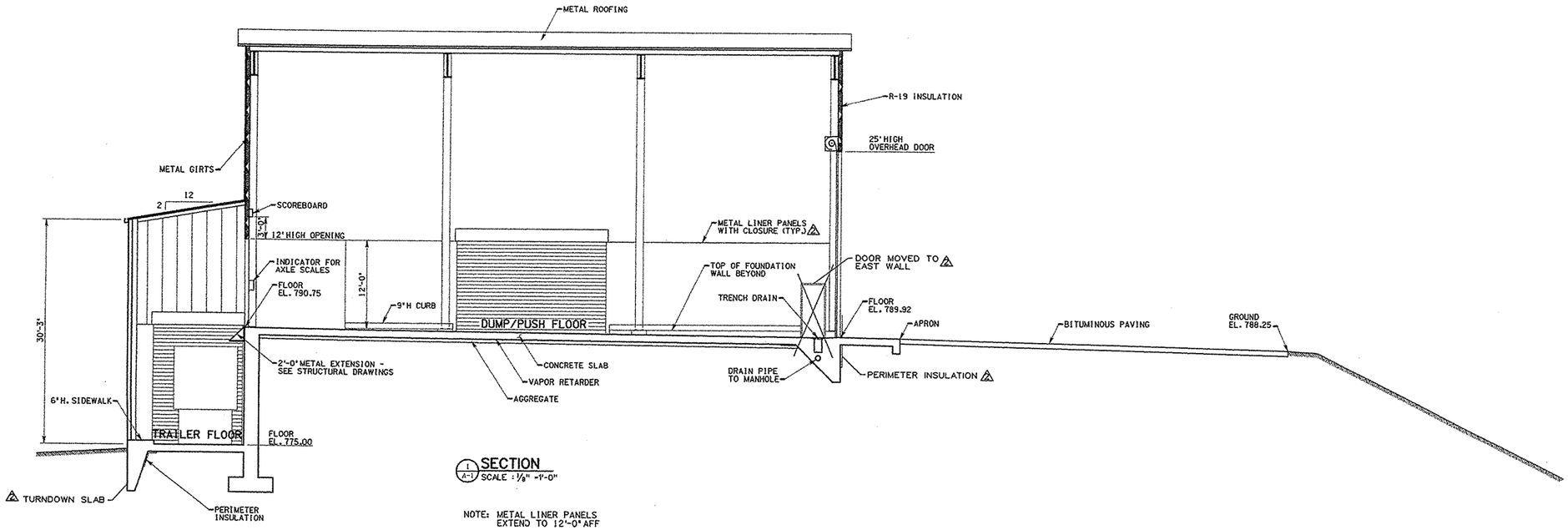
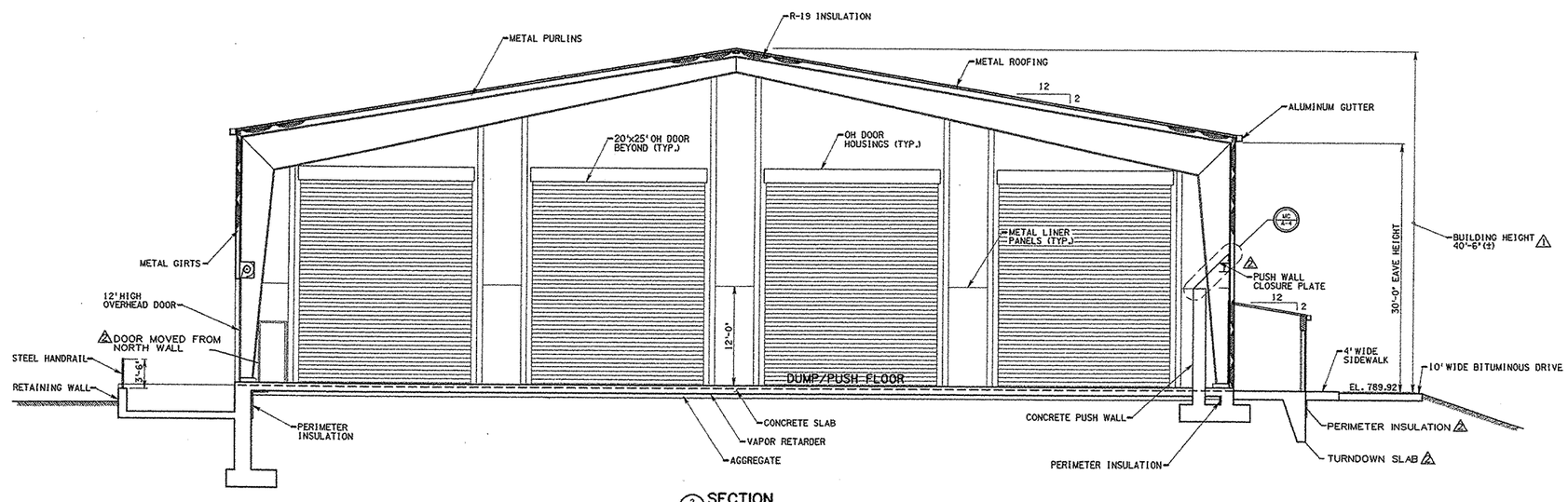


1 A-1 SECTION
SCALE : 1/8" =1'-0"

NOTE: METAL LINER PANELS EXTEND TO 12'-0" AFF



2 A-1 SECTION
SCALE : 1/8" =1'-0"

NOTE: METAL LINER PANELS EXTEND TO 12'-0" AFF

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
STEPHEN J. KHALCSIK
ENGINEER
NO. 043705-E

NO.	DESCRIPTION	DATE	BY
2	RECORD DRAWING	5/05	S.J.K.
1	MC P&DD RESPONSE TO COMMENTS	12/03	JMS

REVISIONS

DESIGNED	C.A.D.D.	SCALE
J.R.S.	D.R.E.	1/8"=1'-0"
DRAWN	CHECKED	APPROVED
D.R.E.	J.R.S.	S.J.K.

GANNETT FLEMING, INC.
HARRISBURG PENNSYLVANIA

MIFFLIN COUNTY SOLID WASTE AUTHORITY
DERRY TOWNSHIP, MIFFLIN COUNTY, PENNSYLVANIA
MUNICIPAL WASTE TRANSFER FACILITY
CONSTRUCTION OF
BARNER SITE TRANSFER STATION

TRANSFER STATION
ARCHITECTURAL
BUILDING SECTIONS

JOB NO.	SHEET NO.
41421	12
DATE	DRAWING NO.
JULY 29, 2003	A-2

FILE: D:\41421_BARNER TRANS\AS-BUILT\100%\ARCHITECTURAL\MCTransferRev.dgn
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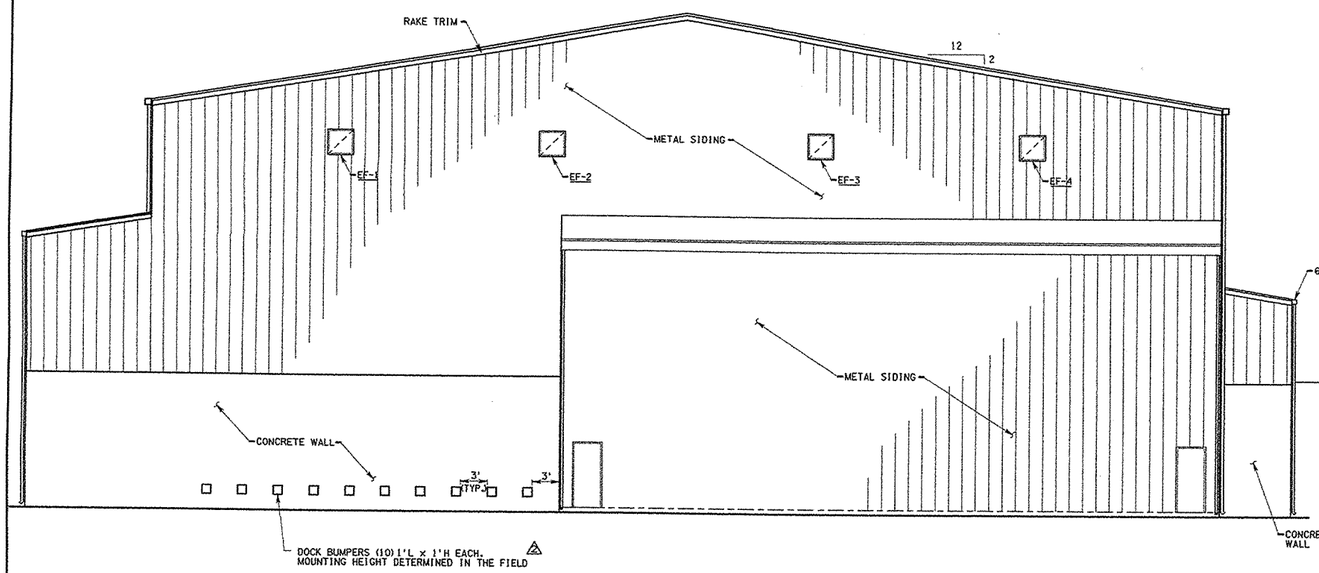
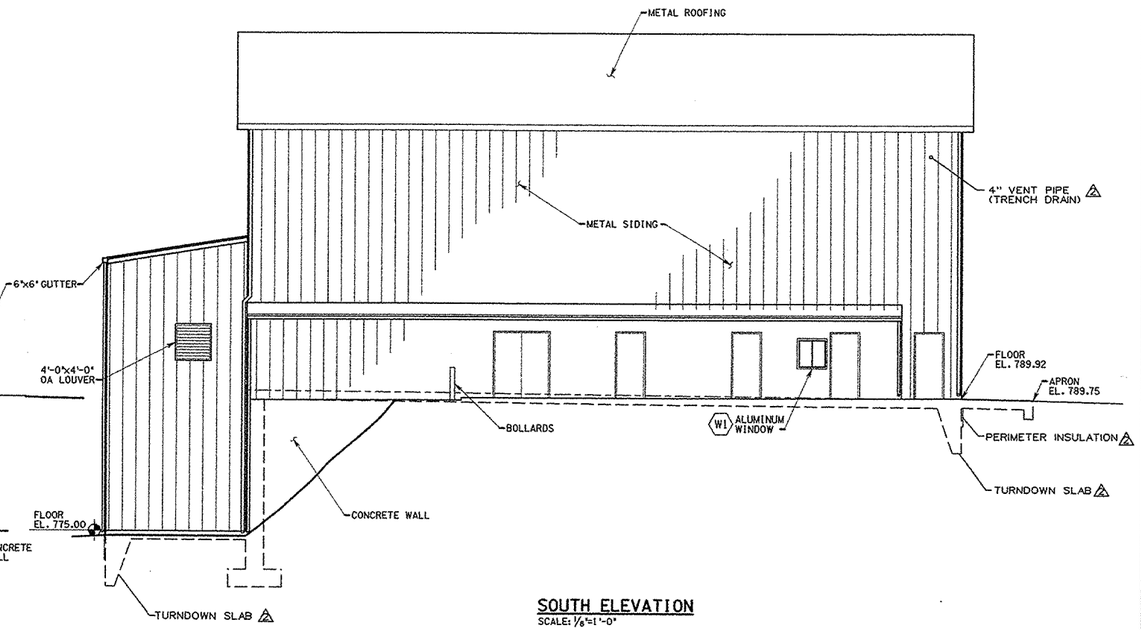
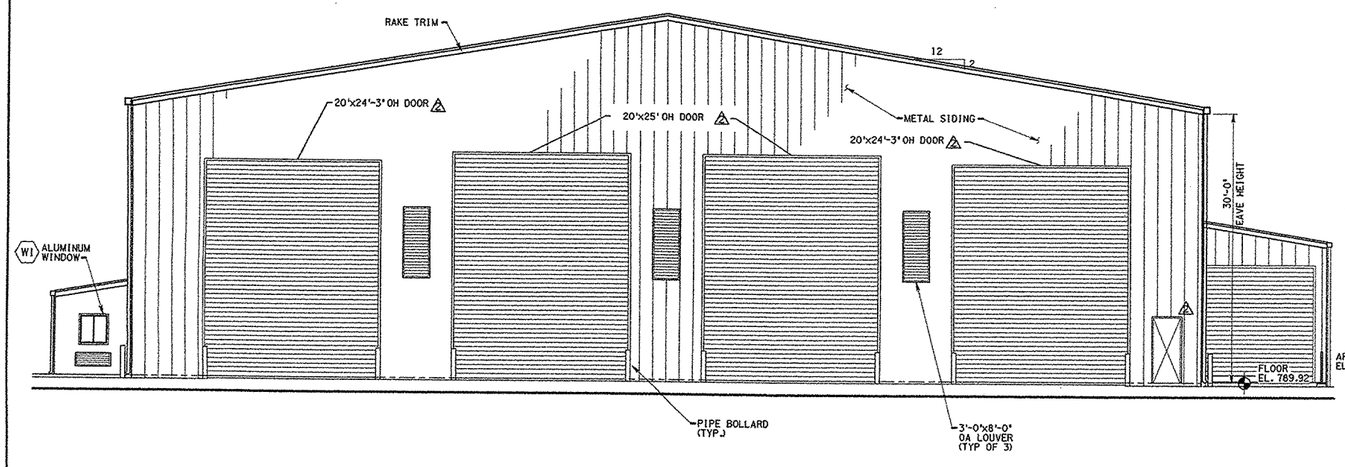


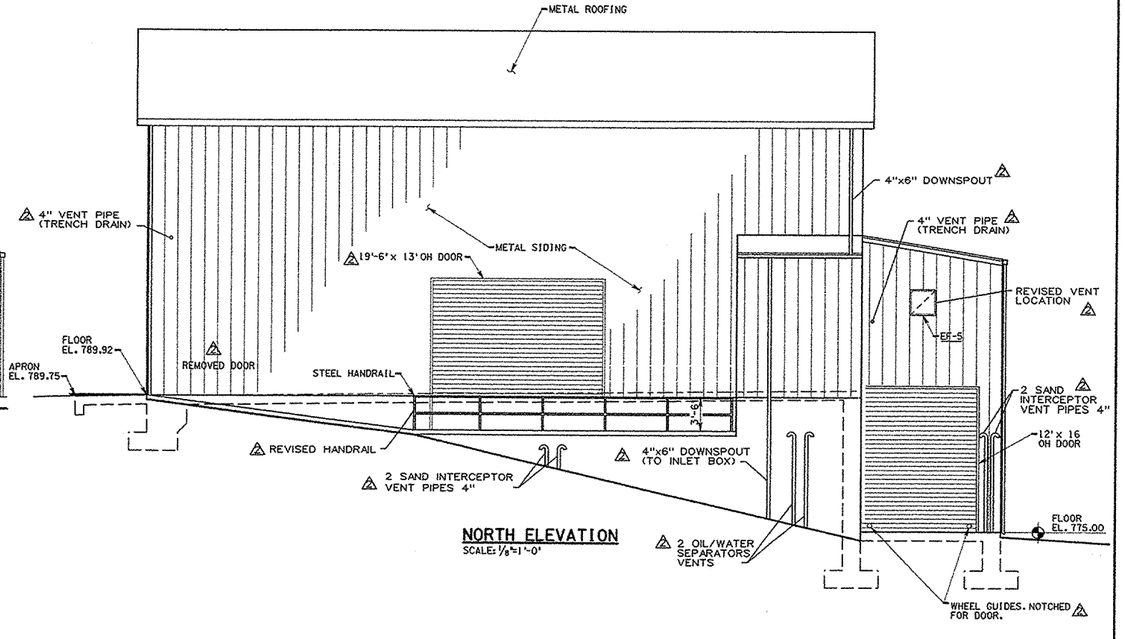
WEST ELEVATION
SCALE: 1/8"=1'-0"



SOUTH ELEVATION
SCALE: 1/8"=1'-0"



EAST ELEVATION
SCALE: 1/8"=1'-0"



NORTH ELEVATION
SCALE: 1/8"=1'-0"

NOTE:
1. ALL WALL PENETRATIONS IDENTIFIED AS EF-1 THROUGH EF-5 SHALL HAVE ARCHITECHURAL LOUVERS.

RECORD DRAWING

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
STEPHEN J. KRAJOSIK
BUSINESS
NO. 049769-E

NO.	DESCRIPTION	DATE	BY
2	RECORD DRAWING	5/05	S.J.K.
1	CONFORM DWG - ADDENDUM NO. 2	9/04	S.J.K.

REVISIONS

DESIGNED	C.A.D.D.	SCALE
G.L.B.	D.R.E.	1/8"=1'-0"
DRAWN	CHECKED	APPROVED
L.L.F.		

GANNETT FLEMING, INC.
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CONSTRUCTION OF
BARNER SITE TRANSFER STATION

TRANSFER STATION
ARCHITECTURAL
ELEVATIONS

JOB NO.	SHEET NO.
414-21	13
DATE	DRAWING NO.
JULY 29, 2003	A-3

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DATE: 29-JUL-2003 12:42
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REF=MCSHT-2D

APPENDIX C

ELECTRICAL SYSTEM DIAGRAMS

POWER:

- C — DENOTES COUNTER-TOP MOUNTED; GFI — FOOTNOTE DELINEATES SPECIFIC DEVICE REQUIREMENT - SEE ABBREVIATIONS — DUPLEX RECEPTACLE, 20A RATED
- SPECIAL PURPOSE OUTLET (SIZE INDICATED ON PLANS)
- QUADRAPLEX RECEPTACLE, 20A RATED
- SINGLE RECEPTACLE, 20A RATED
- MSE — DESIGNATION — COMBINATION DISCONNECT SWITCH/MOTOR STARTER
- MOTOR (HORSEPOWER INDICATED ON PLANS)
- JUNCTION BOX
- T-1 — DESIGNATION — TRANSFORMER
- THERMOSTAT; FURNISHED AND INSTALLED UNDER DIVISION 15 WIRED UNDER DIVISION 16
- TVSS — TRANSIENT VOLTAGE SURGE SUPPRESSION
- DSA — DESIGNATION — DISCONNECT SWITCH
- TRANSFORMER
- SHIELDED ISOLATION TYPE TRANSFORMER
- M — MOTOR OPERATED DAMPER
- EMERGENCY POWER SHUT-OFF SWITCH
- H — LOCKABLE ON-OFF-AUTO SELECTOR SWITCH W/RED INDICATOR LIGHT
- UNIT HEATER
- CM — CIRCUIT MONITOR
- S_T — MANUAL MOTOR STARTER SWITCH WITH OVERLOADS
- S_M — MANUAL MOTOR STARTER SWITCH WITHOUT OVERLOADS
- S_{MP} — MANUAL MOTOR STARTER SWITCH WITH PILOT LIGHT

PANELBOARDS:

- PANELBOARD - 120/208V, SURFACE MOUNTED
- PANELBOARD - 480V, SURFACE MOUNTED
- PANELBOARD - 240V, SURFACE MOUNTED

LIGHTING:

- CEILING MOUNTED FLUORESCENT FIXTURE; LETTER INSIDE OR BESIDE DENOTES FIXTURE TYPE
- WALL MOUNTED FLUORESCENT FIXTURE
- CEILING MOUNTED INCANDESCENT OR H.I.D. FIXTURE
- WALL MOUNTED INCANDESCENT OR H.I.D. FIXTURE
- POLE STANDARD LIGHT FIXTURE UNIT
- EXIT SIGN
- EXIT SIGN (DOUBLE FACE)
- EXIT SIGN WITH DIRECTIONAL ARROW
- S — SWITCH, SINGLE POLE
- S_3 — SWITCH, 3-WAY
- S_4 — SWITCH, 4-WAY
- S_P — SWITCH WITH PILOT LIGHT
- PC — PHOTOELECTRIC CONTROL
- R1 — LIGHTING CONTACTOR
- LC-1 — REPRESENTS LIGHTING CONTACTOR BEING CONTROLLED — LIGHTING CONTACTOR REMOTE PUSH-BUTTON "ON-OFF" CONTROL

CONDUIT FEEDERS & BRANCH CIRCUITS:

- CONDUIT FEEDERS (TYP) — JUNCTION BOX INDICATION; ON POWER AND LIGHTING JUNCTION BOX SIZED IN ACCORDANCE WITH N.E.C. CODE
- CONDUIT - EXPOSED
- CONDUIT - CONCEILED IN WALL OR CEILING
- CONDUIT - EMBEDDED IN FLOOR OR EARTH
- CONDUIT TURNED UP
- CONDUIT TURNED DOWN
- CONDUIT CAPPED
- 1 — CIRCUIT NUMBER — IN-LINE HOME RUN

CONDUIT NOTE:
CONDUIT FEEDERS ARE SYMBOLIZED WITH HASH MARKS INDICATING NUMBER OF CONDUCTORS. EXAMPLE — LONG HASH DENOTES NEUTRAL CONDUCTOR)
2 - MARKS INDICATE 2#12 WIRES IN 3/4" CONDUIT
3 - MARKS INDICATE 3#12 WIRES IN 3/4" CONDUIT

SYMBOLIZATION OTHER THAN #12 WIRES OR 3/4" CONDUIT:
EXAMPLE:
#8 - 1"C
- DENOTES GROUND WIRE
- INDICATES No. OF WIRES
- INDICATES CONDUIT SIZE
- INDICATES WIRE SIZE

NOTE : NO INDICATIONS DENOTE 2-#12, 1-#12 GRD. IN 3/4"C.

- 1 — ELECTRICAL EQUIPMENT LEGEND INDICATION
- 2 — ELECTRIC FEEDER LEGEND INDICATION
- 100 — ROOM NUMBER
- A / E-5 — SECTION IDENTIFICATION; SECTION NOMENCLATURE; SHEET No. ON WHICH SECTION IS SHOWN
- 1 / E-5 — DETAIL IDENTIFICATION; DETAIL NOMENCLATURE; SHEET No. ON WHICH DETAIL IS SHOWN
- LE 252 — INSTRUMENTATION EQUIPMENT SYMBOL (EXAMPLE) SEE '1' DRAWINGS FOR DETAILS. INSTRUMENTS FURNISHED AND INSTALLED UNDER DIVISION 13. CONDUIT AND WIRING FURNISHED AND INSTALLED BY DIVISION 16.

EMERGENCY BATTERY UNITS:

- EMERGENCY BATTERY PACK UNIT
- REMOTE HEAD FOR EMERGENCY BATTERY PACK UNIT

FIRE/INTRUSION ALARM SYSTEM:

- D — INTRUSION ALARM MAGNETIC DOOR CONTACTS
- F — MANUAL PULL STATION, SURFACE MOUNTED
- F A/V — AUDIO/VISUAL ALARM HORN, SURFACE MOUNTED
- S — SMOKE DETECTOR
- H — HEAT DETECTOR
- D — DUCT DETECTOR-SMOKE
- F — SPRINKLER SYSTEM FLOW SWITCH BY DIV. 15
- F/I — FIRE/INTRUSION ALARM CONTROL PANEL

COMMUNCIATIONS:

- TELEPHONE OUTLET

ABBREVIATIONS:

A	AMPERE
A.C.	ALTERNATING CURRENT
A.F.F.	ABOVE FINISHED FLOOR
A.F.G.	ABOVE FINISHED GRADE
A.I.C.	AMPERE INTERRUPTING CAPACITY
AS	AMMETER SELECTOR SWITCH
A.T.S.	AUTOMATIC TRANSFER SWITCH
AUTO	AUTOMATIC
AWG	AMERICAN WIRE GAUAGE
BLDG.	BUILDING
C.	CONDUIT
C.P.	CONTROL PANEL
DIV.	DIVISION
DS	DISCONNECT SWITCH
E.C.	ELECTRICAL CONTRACTOR
EF	EXHAUST FAN
E.G.	EQUIPMENT GROUND
EM.	EMERGENCY
EP	EXPLOSION PROOF
FU.	FUSE
FRE	FIBERGLASS REINFORCED EPOXY
FRP	FIBERGLASS REINFORCED PLASTIC
G.F.I.	GROUND FAULT INTERRUPTER
GRD.	GROUND
H.I.D.	HIGH INTENSITY DISCHARGE
HP	HORSEPOWER
H.P.S.	HIGH PRESSURE SODIUM
HVAC	HEAT-VENT-AIR CONTRACTOR
I.G.	ISOLATED GROUND
IN.	INCH
J.I.C.	JOINT INDUSTRIAL COUNCIL
KW	KILOWATT
LC	LIGHTING CONTACTOR
LTG	LIGHTING
MCC	MOTOR CONTROL CENTER
MIN.	MINIMUM
M.L.O.	MAIN LUG ONLY
M.O.D.	MOTOR OPERATED DAMPER
MS	MOTOR STARTER
MTD.	MOUNTED
N/A	NOT APPLICABLE
N.C.	NORMALLY CLOSED
N.O.	NORMALLY OPEN
No.	NUMBER
PNL.	PANEL
PVC	POLYVINYL CHLORIDE
RGS	RIGID GALVANIZED STEEL
T.T.C.	TELEPHONE TERMINAL CABINET
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
TYP.	TYPICAL
U.L.	UNDERWRITERS LABORATORIES
U.H.	UNIT HEATERS
V	VOLT
VS	VOLTMETER SELECTOR SWITCH
WP	WEATHERPROOF

WIRE SEPARATION NOTES:

1. SIGNAL CIRCUITS AND ALARM CIRCUITS SHALL BE RUN IN CONDUITS SEPARATE FROM ALL OTHER WIRING.
2. SERVICE ENTRANCE, GENERATOR AND ALL LARGE FEEDERS SHALL BE IN SEPARATE CONDUITS.
3. SEPARATE WIRING INTO RACEWAY BY LEVEL AS FOLLOWS:
   - A. LEVEL 1 - 1) ANALOG SIGNALS LESS THAN 50 VOLTS AND LESS THAN 50 MILLAMP.
     1. 4-20Ma SHIELDED INSTRUMENTATION.
     2. SHIELDED LOW LEVEL INSTRUMENTATION.
     3. VARIABLE SPEED DRIVE SPEED SIGNALS.
     2) DIGITAL SIGNAL AND DATA BUSSES
     1. PROGRAMMABLE LOGIC CONTROLLER BUSSES.
     2. METERING SYSTEM DATA BUS.
     3. INSTRUMENTATION REMOTE TERMINAL UNIT BUS.
   - B. LEVEL 2 - 1) ANALOG SIGNALS OVER 50 VOLTS AND LESS THAN 250 VOLTS
     1. TACHOMETER GENERATORS.
     2) DIGITAL AND DISCRETE INPUTS TO PROGAMMABLE LOGIC CONTROLLERS AND REMOTE TERMINAL UNITS ALL OUTPUTS SUPPLYING RELAY COILS SHALL HAVE PROPER SUPPRESSION.
   - C. LEVEL 3 - 1) POWER CIRCUITS OF 20 AMPRES OR LESS AND 120 VOLTS OR LESS.
     1. LIGHTING AND RECEPTACLE CIRCUITS TO BE IN SEPARATE CONDUITS, UNLESS OTHERWISE NOTED.
     2. CLASS 1 CONTROL CIRCUITS ORGINATING IN A MCC COMPARTMENT OR A MOTOR STARTER CAN BE ROUTED WITH POWER CIRCUIT FROM SAME COMPARTMENT.
   - D. LEVEL 4 - 1) POWER CIRCUITS OVER 20 AMPERES UP TO 400 AMPERES, 600 VOLTS. EACH CIRCUIT SHALL BE RUN IN SEPARATE CONDUITS.
   - E. LEVEL 5 - 1) FEEDERS OVER 400 AMPERES
4. EACH LEVEL MUST BE RUN IN SEPARATE RACEWAYS.
5. UNLESS OTHERWISE NOTED SEPARATE ALL PARALLEL RACEWAY RUN 5'-0" OR LONGER WITH DIFFERENT LEVELS AS FOLLOWS:

LEVEL	1	2	3	4	5
1	0	1"	3"	12"	12"
2	1"	0	3"	9"	12"
3	3"	3"	0	3"	6"
4	12"	9"	3"	0	0

GENERAL NOTES

1. DRAWINGS ARE DIAGRAMMATIC IN NATURE, CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO INSTALLATION. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER DIVISION TRADES. LOCATE FIXTURES, DEVICES, ETC. IN ORDER TO AVOID INTERFERENCES.
2. ARCHITECTURAL FEATURES SHOWN ON THESE DRAWINGS ARE FOR BACKGROUND INFORMATION ONLY. REFER TO ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR ACTUAL BUILDING CONSTRUCTION OF WALLS AND CURBS. REFER TO EQUIPMENT DRAWINGS FOR ACTUAL LOCATION OF EQUIPMENT.
3. CONTRACTOR SHALL IN A WORKMANLIKE MANNER, PROVIDE A COMPLETE OPERABLE SYSTEM; OUTLINE DESCRIPTION AND DIAGRAMMATIC REPRESENTATION OF SYSTEM OPERATION AND EQUIPMENT DOES NOT LIMIT CONTRACTOR LIABILITY FOR THE INSTALLATION OF A COMPLETE AND OPERABLE SYSTEM.
4. ALL WORK SHALL BE PERFORMED AS REQUIRED BY APPLICABLE SECTIONS OF THE NATIONAL ELECTRICAL CODE, LATEST EDITION, AND ALL GOVERNING LOCAL CODES, LAWS/OR REGULATIONS
5. SYSTEM AND EQUIPMENT GROUNDING CONTINUITY SHALL BE ASSURED AS REQUIRED BY APPLICABLE SECTIONS OF THE NATIONAL ELECTRICAL CODE.
6. ALL WIRING SHALL BE TYPE "THHN-THWN" UNLESS OTHERWISE NOTED. MINIMUM WIRING SIZE SHALL BE #12 (POWER WIRE). ALL WIRE SHALL BE COPPER. MINIMUM CONDUIT SIZE SHALL BE 3/4".
7. ALL CIRCUIT PROTECTIVE DEVICES SHALL HAVE THE REQUIRED RATING INTERRUPTING CAPACITY EQUAL TO OR GREATER THAN THE AVAILABLE SHORT-CIRCUIT CURRENT AT ITS SUPPLY TERMINAL. MINIMUM INTERRUPTING CAPACITY SHALL BE 10,000 AMPS, SYMMETRICAL A.I.C. FOR 120/208V SYSTEMS AND 14,000 AMPS, SYMMETRICAL A.I.C. FOR 277/480V SYSTEMS. REFER TO PANEL SCHEDULES FOR A.I.C. RATINGS.

RECORD DRAWING

COMMONWEALTH OF PENNSYLVANIA — REGISTERED PROFESSIONAL ENGINEER — STEPHEN J. KRAUSIK — NO. 047560-E

NO.	DESCRIPTION	DATE	BY
	RECORD DRAWING	5/05	S.J.K

REVISIONS

DESIGNED	C.A.D.D.	SCALE
E.V.D.	M.A.P.	AS SHOWN
DRAWN	CHECKED	APPROVED
M.A.P.	E.V.D.	S.J.K.

GANNETT FLEMING, INC.
HARRISBURG PENNSYLVANIA

MIFFLIN COUNTY SOLID WASTE AUTHORITY
DERRY TOWNSHIP, MIFFLIN COUNTY, PENNSYLVANIA
MUNICIPAL WASTE TRANSFER FACILITY
CONSTRUCTION OF
BARNER SITE TRANSFER STATION

TRANSFER STATION
ELECTRICAL
SYMBOLS, ABBREVIATIONS AND NOTES

JOB NO.	SHEET NO.
41421	23
DATE	DRAWING NO.
NOVEMBER, 2003	E-1

FILE: D:\41421_BARNER TRANSFER\AS-BUILT\100%\ELECTRICAL\Electrical Symbols.dgn
DATE: 28-JUN-2005 13:08
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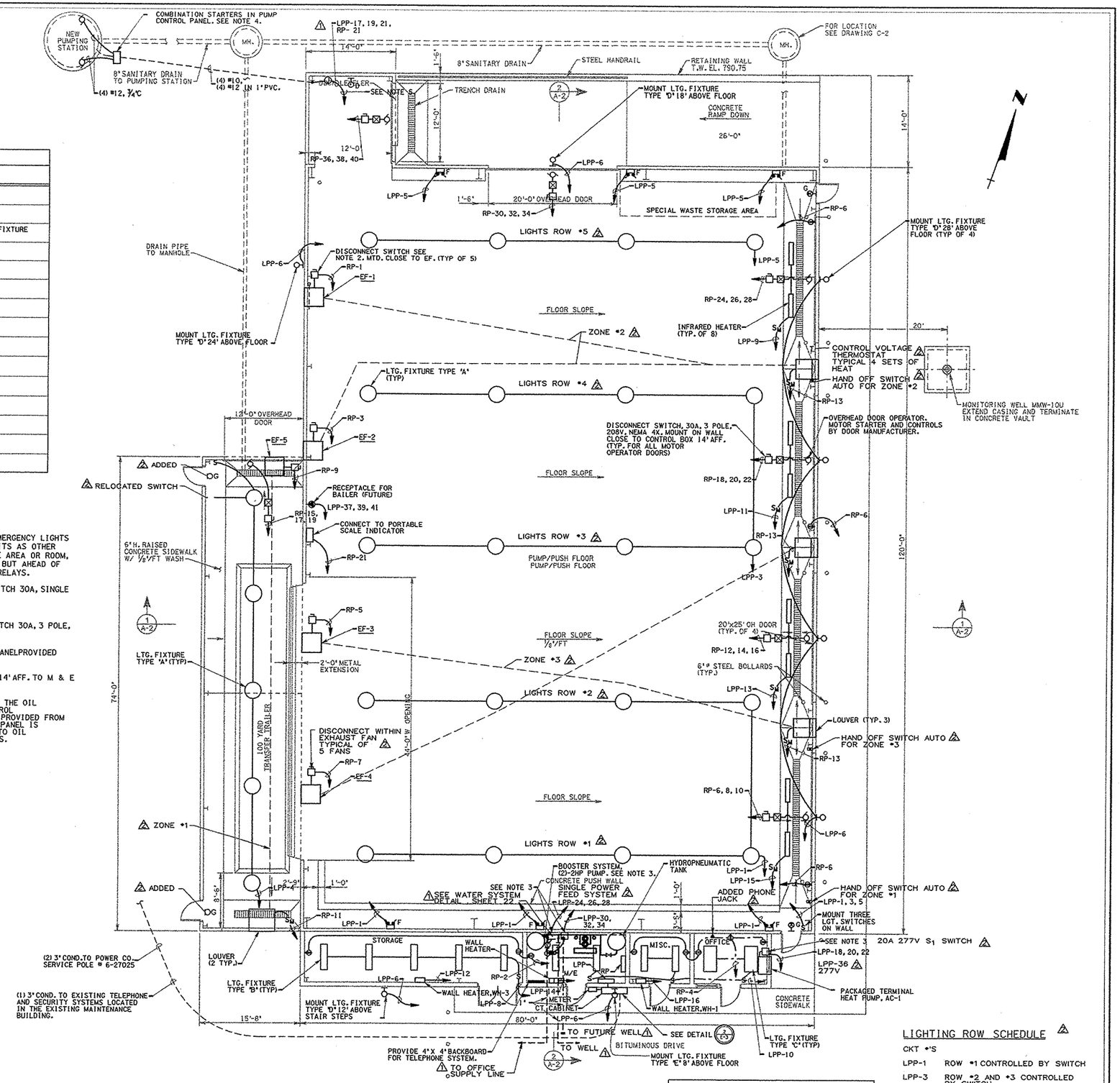
LINE STYLE: PADOT?

LIGHTING FIXTURE SCHEDULE

MARK	MANUFACTURER	VOLTS	LAMPS NO.	LAMPS TYPE	MOUNTING	REMARKS
A	LITHONIA TXP-400S-A26-277	277	1	400W HPS	CEILING	POLYCARBONATE LENS
B	LITHONIA AF-232-277-SSR	277	2	32W F32T8	SUSPENDED	4' INDUSTRIAL FLUORESCENT FIXTURE
C	LITHONIA 2GT-232-A12-277-SSR	277	2	32W F32T8	RECESSED	STATIC GRID TROFFER FLUORESCENT FIXTURE
D	LITHONIA TWP 150S	277	1	150W HPS	WALL	PROVIDE PHOTOELECTRIC CELL 'PE'
E	LITHONIA TWP 70S	277	1	70W HPS	WALL	PROVIDE PHOTOELECTRIC CELL 'PE'
F	LITHONIA ELU2XR4	277	2	12V-8W HALOGEN SCALED-BEAM	WALL	INDUSTRIAL EMERGENCY LIGHTING UNITS, MTD 14' AFF
G	LITHONIA DSI R	-	-	-	WALL	SELF-LUMINOUS EXIT SIGN

NOTES:

1. CONNECT ALL EMERGENCY LIGHTS TO SAME CIRCUITS AS OTHER LIGHTS IN SAME AREA OR ROOM, AS APPLICABLE, BUT AHEAD OF SWITCHES AND RELAYS.
2. (1) DISCONNECT SWITCH 30A, SINGLE PHASE NEMA 4X.
3. DISCONNECT SWITCH 30A, 3 POLE, 480 V, NEMA 12.
4. PUMP CONTROL PANELPROVIDED BY OTHERS.
5. ROUTE CONDUIT 14' AFF. TO M & E ROOM.
6. 120V POWER FOR THE OIL SEPARATOR CONTROL PANEL SHALL BE PROVIDED FROM CIRCUIT RP-23. PANEL IS LOCATED CLOSE TO OIL SEPARATOR PUMPS.



TRANSFER STATION FLOOR PLAN

SCALE: 1/8"=1'-0"

RECORD DRAWING

LIGHTING ROW SCHEDULE

CKT #'S	
LPP-1	ROW #1 CONTROLLED BY SWITCH
LPP-3	ROW #2 AND #3 CONTROLLED BY SWITCH
LPP-5	ROW #4 AND #5 CONTROLLED BY SWITCH

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL ENGINEER
STEPHEN J. KRAJCSIK
NO. 047016-E

NO.	DESCRIPTION	DATE	BY
2	RECORD DRAWING	5/05	S.J.K.
1	CONFORM DWG - ADDENDUM NO. 2	9/04	S.J.K.

REVISIONS

DESIGNED	C.A.D.D.	SCALE
G.L.B.	D.R.E.	1/8"=1'-0"
DRAWN	CHECKED	APPROVED
L.L.F.	E.V.D.	S.J.K.

GANNETT FLEMING, INC.
HARRISBURG PENNSYLVANIA

MIFFLIN COUNTY SOLID WASTE AUTHORITY
DERRY TOWNSHIP, MIFFLIN COUNTY, PENNSYLVANIA
MUNICIPAL WASTE TRANSFER FACILITY
CONSTRUCTION OF
BARNER SITE TRANSFER STATION

TRANSFER STATION
ELECTRICAL
FLOOR PLAN

JOB NO.	SHEET NO.
41421	24
DATE	DRAWING NO.
NOVEMBER, 2003	E-2

FILE: D:\41421_BARNER_TRANS\AS-BUILT\1002\ELECTRICAL\MCTS?dEleePlan.dgn
DATE: 28-JUN-2005 13:10

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LINE STYLE: PADOT?

PANEL DESIGNATION
RP

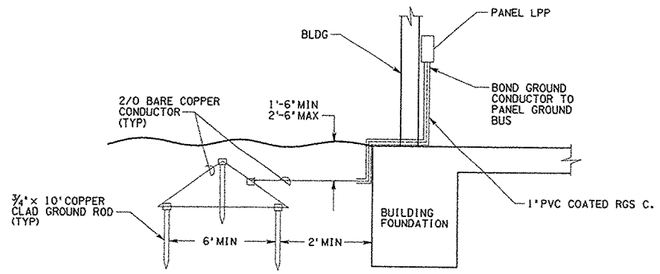
TYPE:
NUMBER OF POLES: 42
MAIN BUS RATING: 100
MAIN RATING: 100 MCB

LOCATION: M/E ROOM
VOLTAGE: 208/120V, 3ø, 4W
PANEL MOUNTING: SURFACE
PANEL ENCLOSURE (NEMA): 12
PANEL MIN. A.I.C. RATING: 10,000

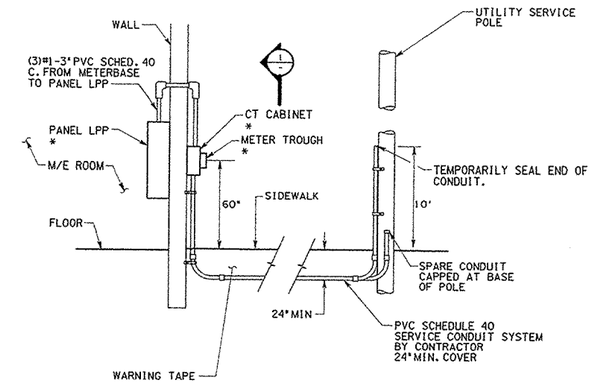
CIR. No.	WIRE SIZE	CIR. BKR.	DESCRIPTION	LOAD - KVA AØ	BØ	CØ	LOAD - KVA AØ	BØ	CØ	DESCRIPTION	CIR. BKR.	WIRE SIZE	CIR. No.
1	3# 12, ¾"C	30/1	EF-1	2.40			0.72			STORAGE, M/E RECEPTS.	20/1	3# 12, ¾"C	2
3	3# 12, ¾"C	30/1	EF-2		2.40			0.9		MISC., OFFICE RECEPTS.	20/1	3# 12, ¾"C	4
5	3# 12, ¾"C	30/1	EF-3			2.40			0.59				6
7	3# 12, ¾"C	30/1	EF-4	2.40			0.59			DOOR OPERATOR	20/3	4# 12, ¾"C	8
9	3# 12, ¾"C	30/1	EF-5		2.40			0.59					10
11	3# 12, ¾"C	20/1	LOUVER TRANSFER TRAILER			0.02			0.59				12
13	3# 12, ¾"C	20/1	LOUVER DUMP/PUSH FLOOR	0.02			0.59			DOOR OPERATOR	20/3	4# 12, ¾"C	14
15	4# 12, ¾"C	20/3	DOOR OPERATOR		0.59			0.59					16
17						0.59			0.59				18
19				0.59			0.59			DOOR OPERATOR	20/3	4# 12, ¾"C	20
21	3# 12, ¾"C	20/1	PUMP STATION CONTROLS		0.5			0.59					22
23	3# 12, ¾"C	20/1	OIL SEPARATOR CONTROL PANEL			0.2			0.59				24
25		20/1	SCALE INDICATOR				0.59			DOOR OPERATOR	20/3	4# 12, ¾"C	26
27		15/1	HEAT CONTROL POWER ⚠1					0.59					28
29			SPARE ⚠1						0.59				30
31		15/1	LOOVER CONTROL PANEL ⚠1				0.59			DOOR OPERATOR	20/3	4# 12, ¾"C	32
33		15/1	TIME CLOCK ⚠1					0.59					34
35									0.59				36
37							0.59			DOOR OPERATOR	20/3	4# 12, ¾"C	38
39								0.59					40
41									0.36	RECEPTS EAST WALL	20/1	3# 12, ¾"C	42
			TOTAL	5.41	5.89	3.21	4.26	4.44	3.9	TOTAL			

PANEL CONNECTED LOAD
AØ 9.67
BØ 10.33
CØ 7.11
27.11 TOTAL

X SOLID NEUTRAL BUS
X EQUIPMENT GROUND BUS



DETAIL 1/E2 GROUNDING DETAIL
NO SCALE



DETAIL 2/E2 ELECTRIC SERVICE DETAIL
NO SCALE

* MOUNT ALL PANELS ON UNISTRUST STRUCTURAL SYSTEM.

PANEL DESIGNATION
LPP

TYPE: POWER-LINE 1
NUMBER OF POLES: 42
MAIN BUS RATING: 225
MAIN RATING: 200 MCB

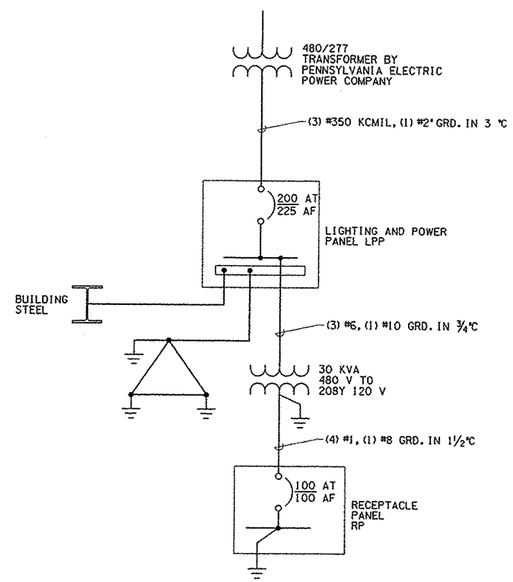
LOCATION: M/E ROOM
VOLTAGE: 480/277V, 3ø, 4W
PANEL MOUNTING: SURFACE
PANEL ENCLOSURE (NEMA): 12
PANEL MIN. A.I.C. RATING: 42,000

CIR. No.	WIRE SIZE	CIR. BKR.	DESCRIPTION	LOAD - KVA AØ	BØ	CØ	LOAD - KVA AØ	BØ	CØ	DESCRIPTION	CIR. BKR.	WIRE SIZE	CIR. No.
1	3# 12, ¾"C	20/1	LIGHTING, DUMP/PUSH FLOOR	3.72						SPARE	20/1	3# 12, ¾"C	2
3	3# 12, ¾"C	20/1	LIGHTING, DUMP/PUSH FLOOR		3.72			1.86		LIGHTING, TRANSFER TRAILER	20/1	3# 12, ¾"C	4
5	3# 12, ¾"C	20/1	LIGHTING, DUMP/PUSH FLOOR			1.86			1.2	LIGHTING OUTSIDE BUILDING	20/1	3# 12, ¾"C	6
7	3# 12, ¾"C	20/1	EMERGENCY LGT. BATTERY	0.1			0.22			LIGHTING, STORAGE	20/1	3# 12, ¾"C	8
9	3# 8, 1"C	40/1	INFRARED HEATERS		8.0			0.52		LIGHTING, M/E, MISC., OFFICE	20/1	3# 12, ¾"C	10
11	3# 8, 1"C	40/1	INFRARED HEATERS			8.0			2.5	WALL HEATER, STORAGE	20/1	3# 12, ¾"C	12
13	3# 8, 1"C	40/1	INFRARED HEATERS	8.0			1.5			WALL HEATER, M/E	20/1	3# 12, ¾"C	14
15	3# 8, 1"C	40/1	INFRARED HEATERS		8.0			1.5		WALL HEATER, MISC.	20/1	3# 12, ¾"C	16
17	4# 10, ¾"C	30/3	PUMP STATION			0.94			3				18
19				0.94			3						20
21					0.94			3					22
23	4# 10, ¾"C ⚠1	40/3	SPARE			0.94			1.4	BOOSTER PUMP	20/3	4# 12, ¾"C	24
25				0.94			1.4						26
27					0.94			1.4					28
29		50/3	TRANSFORMER (30 KVA) FOR PANEL RP			10			1.4				30
31				10			1.4						32
33					10			1.4					34
35		20/1	SPARE							THRU WALL UNIT OFFICE	20/1		36
37	⚠1	30/3	BAILER (FUTURE)	7.4						SPARE	20/1		38
39					7.4					WELL PUMP TRANSFORMER	15/2		40
41						7.4							42
			TOTAL	39.66	38.06	28.20	7.52	9.68	9.5	TOTAL			

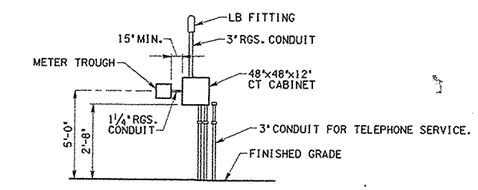
SPARE ⚠1
SPARE ⚠1
⚠1
⚠1

PANEL CONNECTED LOAD
AØ 38.62
BØ 48.68
CØ 38.64
125.94 TOTAL

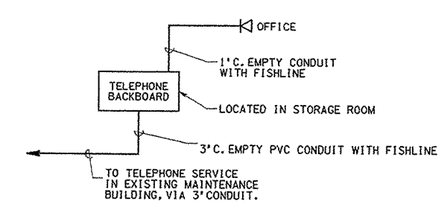
X SOLID NEUTRAL BUS
X EQUIPMENT GROUND BUS



ONE LINE DIAGRAM



SECTION
NO SCALE



TELEPHONE RISER DIAGRAM

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
STEPHEN J. KRAJCSIK
ENGINEER
NO. 043706-E

RECORD DRAWING

NO.	DESCRIPTION	DATE	BY
⚠1	RECORD DRAWING	7/04	S.J.K.

REVISIONS

DESIGNED	C.A.D.D.	SCALE
G.L.B.	D.R.E.	1/8"=1'-0"
DRAWN	CHECKED	APPROVED
L.L.F.	E.V.D.	S.J.K.

GANNETT FLEMING, INC.
HARRISBURG PENNSYLVANIA

MIFFLIN COUNTY SOLID WASTE AUTHORITY
DERRY TOWNSHIP, MIFFLIN COUNTY, PENNSYLVANIA
MUNICIPAL WASTE TRANSFER FACILITY
CONSTRUCTION OF
BARNER SITE TRANSFER STATION

TRANSFER STATION
ELECTRICAL
SCHEDULES AND DETAILS

JOB NO.	SHEET NO.
41421	25
DATE	DRAWING NO.
NOVEMBER, 2003	E-3

REFERENCE(S)
LINE STYLE: PADOT?

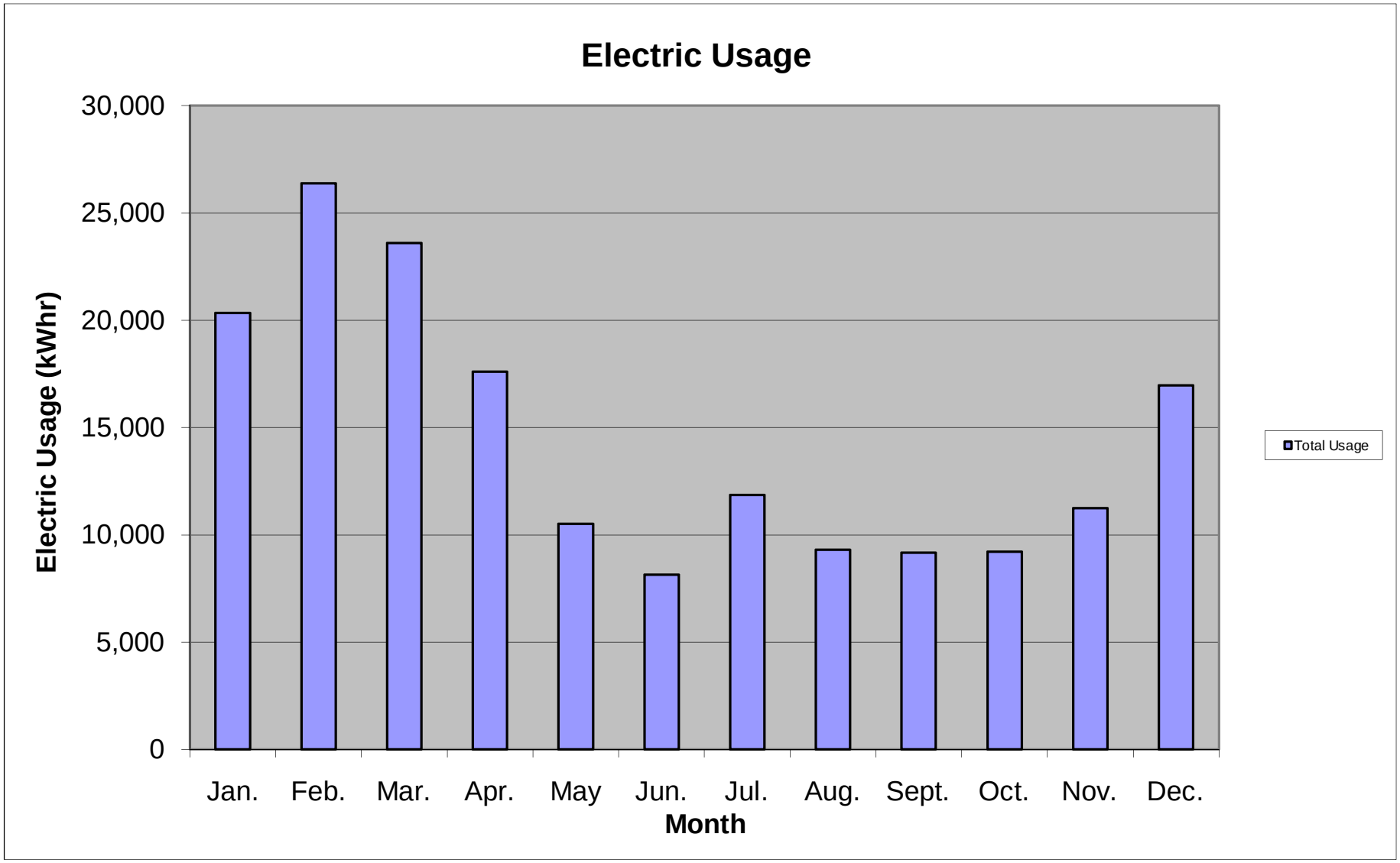
APPENDIX D

EXISTING ELECTRIC ANNUAL USAGE

MCSWA Electric Usage

Month	Meter No. & '08-'09 Usage							Total Usage	Total Cost
	G28337059	G28258621	G21035183	G16606578	S85469877	G15149190	A89853443	(kWHr)	($)
Jan.	6,633	5,890	4,004	2,504	670	600	38	20,339	$2,188.93
Feb.	8,703	7,834	5,792	2,279	1,010	700	65	26,383	$2,446.01
Mar.	7,828	6,584	6,297	1,634	585	600	60	23,588	$2,139.49
Apr.	5,150	5,531	4,374	1,388	521	600	51	17,615	$1,714.01
May	1,917	3,991	2,583	837	534	600	52	10,514	$1,203.31
Jun.	1,295	3,930	1,208	787	427	500	0	8,147	$987.83
Jul.	2,893	4,416	2,021	1,458	519	500	62	11,869	$1,194.05
Aug.	2,496	3,919	1,525	543	304	500	10	9,297	$1,063.32
Sept.	2,140	4,071	1,793	354	418	400	0	9,176	$1,096.91
Oct.	1,980	4,146	1,846	455	496	300	1	9,224	$1,121.63
Nov.	4,259	3,515	1,340	1,057	221	800	58	11,250	$1,169.80
Dec.	5,862	5,186	3,475	1,093	732	600	19	16,967	$1,700.56
							Annual Totals	**174,369**	**$18,025.85**

mth. ave	**14,531**	**kWhr**


Electric Usage
30,000
25,000
20,000
15,000
10,000
5,000
0
Electric Usage (kWhr)
Jan.
Feb.
Mar.
Apr.
May
Jun.
Jul.
Aug.
Sept.
Oct.
Nov.
Dec.
Month
Total Usage

Advertisement for Proposals

ADVERTISEMENT FOR PROPOSALS

The MIFFLIN COUNTY SOLID WASTE AUTHORITY will receive sealed Proposals for a project entitled PHOTOVOLTAIC (PV) PROJECT. The project generally consists of work to engineer, procure, and construct a photovoltaic system utilizing building roof area and other open areas to install a PV system to generate electricity at the Authority's Waste Transfer and Recycling Depot.

Sealed Proposals will be received by mail or messenger service at the Owner's office, address below, until 10:00 a.m., Prevailing Time, March 9, 2011, and will be opened shortly thereafter the same day at the same place. The work of the project will be performed within one contract.

Proposal documents may be obtained from the Owner at no charge, by contacting Lisa Smith, General Manager at (717) 242-3301 or lisa@mifflincountyswa.com between the hours of 8am-2pm.

Each Proposal shall be accompanied by a Certified Bank Check or Bid Bond, in the required form as stated in the RFP, in an amount not less than ten percent (10%) of the Proposal Total.

The work of this Project will be done under the provisions of the Pennsylvania Prevailing Wage Act, as amended, and a current Wage Determination Decision.

A mandatory pre-proposal conference will be held on February 23, 2011 at 1:00 p.m. Prevailing Time, in the Mifflin County Solid Waste Authority administrative office (address below).

The Owner reserves the right, at its option, to waive any informalities, defects, errors or omissions in any or all Proposals and to reject any or all Proposals.

ENGINEER:
Mr. Terry D. Keene, P.E.
BARTON & LOGUIDICE, P.C.
1104 Fernwood Ave. Suite 501
Camp Hill, PA 17011
Ph. (717) 737-8326
FAX (717)737-8328

OWNER:
Ms. Lisa Smith, General Manager
MIFFLIN COUNTY SOLID WASTE AUTHORITY
87 Landfill Road (admin office at entrance)
P.O. Box 390
Lewistown, PA 17044
Ph.(717)242-3301

Addendum No. 1

ADDENDUM NO. 1
March 3, 2011

To RFP documents for

MIFFLIN COUNTY SOLID WASTE AUTHORITY

Photovoltaic (PV) Project

Request for EPC Proposals

MCSWA Waste Transfer & Recycling Station – Lewistown, PA

Dated February 2011

This addendum is made part of the above noted RFP Documents. Acknowledgement of receipt of this addendum shall be made by submitting a copy of this addendum with the Vendor's proposal. The copy of the addendum shall be signed by a Vendor's representative acknowledging receipt of the addendum.

PROJECT RFP ADDENDA & CLARIFICATIONS

1. PRE-PROPOSAL CONFERENCE

   A pre-proposal meeting for the project was held on February 23, 2011 at 1:00 p.m. prevailing time, at the MCSWA Administrative Building in Lewistown, in the Authority's conference room. A visit to the proposed project location followed the meeting.

   Attached is a short synopsis of the pre-bid meeting and site visit, for general informational purposes only. Please note that during the site visit, there was some discussion regarding the use of the ground side slope to the south of the transfer station building for panel placement. See the meeting synopsis for further comment on this topic. The sign-in sheet from the pre-proposal meeting is also attached.

2. WRITTEN QUESTIONS SUBMITTED BY RFP DEADLINE & CLARIFICATIONS

   Q1. Is there a utility rate escalation percentage that should be used for the cash flow?

   A1. Yes, for bid comparison purposes, please use a 1½ % annual escalation rate for electricity.

Q2. Should the system be designed to generate 173,000 kWh/year in year 1 or year 20? If the system is designed to generate 173,000 kWh/year in year 20, the system may not be eligible for a net metering rider.

A2. The Penelec tariff was previously investigated and found to only judge net-metering eligibility based on generation system capacity and not on a percentage basis of generation versus usage. The tariff indicates that any commercial facility with generation under 2 MW would qualify for net metering. To further verify this understanding, First Energy (Penelec) was contacted regarding eligibility for the net metering rider, and whether generation above the facility's 12 month average usage would disqualify the facility. The First Energy engineer responding to the question indicated that….

"*In PA however, the limitation is not tied to customer usage but rather to the type of customer (residential - 50 kW, commercial / industrial - 2 MW) and/or system constraints. Installations exceeding these customer class limitations would be treated as a merchant plant.*"….

Based on First Energy's response, it continues to be the Authority's understanding that a generation system capable of generating 173,000 kWhr/yr would still be significantly below the 2MW commercial capacity limit, even if a safety factor for panel degradation was assumed, and further, that having annual generation above the electric demand for a given year will not disqualify the Authority from participating in Penelec's net-metering program.

To receive bids that can be more easily compared, this clarification is provided to the RFP, that the system should be designed to generate 173,000 kWh over the first 12 months of operations given the site specific conditions at the MCSWA Waste Transfer Station. Expected degradation of panel output should be indicated in the proposal, and should be included in the cash flow and financial analysis; however, capacity to make up for that degradation in subsequent years following installation is not necessary. The following change is made to Section VII. Evaluation Criteria, paragraph 6, page 11 of the RFP:….

"The proposer shall provide equipment guarantees and an operational guarantee of the system ~~to generation 173,000 kWhr/yr~~ for its entire operational term (minimum 20 years)." <u>Generation of 173,000 kWhr/yr shall be guaranteed by the Proposer for the first 12 months of system operation.</u>

Q3. Please provide information to determine the credit worthiness of the Authority (e.g. financial statements, debt rating).

A3. Attached to this addendum are the MCSWA 2009 audit financials and the 2010 pre-audit financials, as the final audit for 2010 has not yet been conducted.

Q4. Is the Authority willing to purchase SRECs from the leasor at $300/MWh for a period of 10 years? Since the leasor will own the SRECs when generated, this would

share SREC risk between the leasor and Authority over the life of the agreement and allow the Authority to sell the SRECs at the best price.

A4. No, the Authority plans to hold the SRECs unless the Vendor proposes another option. In this example, it would not appear that the Vendor and the Authority would share risk, but that the Authority would bare all the risk for marketing the SRECs after paying a fix amount for the SRECs.

It is acknowledged that the spot market for SRECs may currently be below the assumed $300/MWh. A set SREC value was requested to be assumed in an attempt to help keep bids comparable. For the purpose of the Proposal, Vendors should continue to assume an SREC value of $300/MWh for the next 10 years, but may, within the proposal, discuss anticipated SREC values and how these values may affect the project.

Attachments:

Pre-Proposal Attendance List
Pre-Proposal Meeting Synopsis
MCSWA 2009 Audited Financials
MCSWA 2010 Pre-Audit Financials

MCSWA Photovoltaic (PV) Project Pre-Proposal Meeting
MCSWA Site, Sign-In Sheet

Date of Meeting: 2-23-2011
Time of Meeting: 1:00 pm

Name	Representing:	Address	Email Address	Phone #
Bill Brusse	Converse Consultants	2738 West College Ave State College PA 16801	wbrusse@converseconsultants.com	814 234 3223
John Pitavage	Endless MTN Solar Services	288 Kidder St. Wilkes-Barre PA 18702	johnpitavage@endlessmtnsolar.com	5708205990
Luis R. Muñoz	Cornerstone Powers & Assoc.	410 Eagleview Blvd. Suite 110 Exton, PA 19341	lmunoz@crawarb.com	610-321-1800
Marcus Cullen Shawn Pardo	Envinity, Inc.	331 E. Foster Ave State College, PA 16801	spardi@envinity.com mcullen@envinity.com	814-231-3927
Mark Connolly	Atlantic Energy Consultants & MBR Construction Services	129 Excelsior Drive P.O. Box 14745 Reading PA 19612	mconnolly@atlanticenergyconsultants.com	610-763-8227
Terry Keene	Barton + Loguidice	Camp Hill, PA		
Sean Sweeney	B + L	" " "		
Lisa Smith	MCSWA	Lewistown, PA		
Jim Stringfellow	MCSWA	" "		

PRE-PROPOSAL MEETING SYNOPSIS

Mifflin County Solid Waste Authority
Pre-Proposal Meeting – Photovoltaic (PV) Project
Location: 87 Landfill Road, Lewistown, PA 17044
Date/Time: February 23, 2011 1:00 PM
See Sign-In sheet for list of attendees.

Terry Keene of Barton and Loguidice opened the meeting. He introduced Lisa Smith, General Manager of the Mifflin County SWA and Jim Stringfellow, MCSWA's Transfer Station Supervisor, as well as Sean Sweeney of Barton & Loguidice. Mr. Keene welcomed those in attendance for coming to the meeting, as participation in this Pre-Proposal Meeting is strongly encouraged in the RFP. He announced that it is not the intention of the Authority to compile detailed public minutes of the pre-proposal meeting, or to formally document and present detailed discussions that occur at this meeting and site visit. Rather, this meeting is for the general presentation of RFP details and to facilitate a general dialogue and project understanding with the attendees. It was announced that no formal modifications to the RFP would be made at the meeting, and therefore, attendees were not to rely on general verbal dialogue at the meeting. Vendors were directed that if they required any specific responses or clarifications to questions on the RFP or the project, they should submit those requests to Lisa Smith (with a copy to Terry Keene) in writing prior to the March 1 deadline for questions, as stated in the RFP. Questions and clarification requests submitted in writing by that date would be formally answered and distributed to all RFP holders. Mr. Keene then reviewed the procedural details of the RFP and the proposed project schedule. Mr. Sweeney then summarized the submission requirements of the Business, Technical, and Price components of the proposal as detailed in the RFP.

General informal discussions on the project then followed. It is noted that there were some questions regarding project schedule requirements, and the attendees were told that if they wished to have the Authority consider changes in the project schedule from the schedule presented in the RFP, they should submit them formally for consideration, in writing, prior to the march 1 deadline in the RFP.

Once the "office" portion of the pre-proposal conference was concluded (at approximately 2:30 pm), the group then went to the proposed project site. Attendees were given the opportunity to view a complete set of project record drawings from the 2004-2005 transfer station construction project, and to view the buildings, the electrical system, and the site. They were advised that, as stated in the RFP, additional drawings (beyond those provided in the RFP) could be provided electronically to prospective vendors upon formal request. It is noted that there was some discussion during the site visit as to the potential ground location of some or all of the solar arrays. It was confirmed that there is approximately 200 feet +/- between the south face of the transfer station building and the southern property line of the site. Within local (Derry Township) building setbacks and requirement restrictions, the Authority would be willing to entertain a proposal to place ground solar arrays on more of the south-facing ground slope of the site, south of the building, than had been indicated on the RFP's site drawing.

Once the vendors completed the view of the existing site, building and infrastructure, the Pre-Proposal Meeting concluded at approximately 3:30 pm.

B&R BOYER & RITTER
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

Web Site: www.cpabr.com

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Mifflin County Solid Waste Authority
Lewistown, Pennsylvania

We have audited, in accordance with auditing standards generally accepted in the United States of America, the financial statements of Mifflin County Solid Waste Authority, as of and for the years ended December 31, 2009 and 2008, (not presented herein) and have issued our report thereon dated May 28, 2010.

As explained in Note 1, the accompanying summary financial information of Mifflin County Solid Waste Authority, as of and for the years ended December 31, 2009 and 2008, is not a presentation in conformity with accounting principles generally accepted in the United States of America. In our opinion, however, the accompanying summary financial information is fairly stated, in all material respects, in relation to the financial statements from which it has been derived.

Boyer & Ritter

State College, Pennsylvania
May 28, 2010

MIFFLIN COUNTY SOLID WASTE AUTHORITY

SUMMARY FINANCIAL INFORMATION
December 31, 2009 and 2008

ASSETS	**2009**	2008
Current Assets		
Cash	$ **432,726**	$ 608,856
Accounts receivable - trade	**173,878**	131,455
Grant receivable	**172,728**	86,779
Prepaid expenses	**68,355**	70,948
Total current assets	**847,687**	898,038
Restricted Assets		
Certificates of deposit - loan escrow	**17,000**	125,000
Property and Equipment - Net		
Land and land rights	**-**	-
Landfill structures and improvements	**-**	-
Equipment and other fixed assets	**2,233,649**	2,363,697
Total property and equipment, net of accumulated depreciation	**2,233,649**	2,363,697
Total assets	$ **3,098,336**	$ 3,386,735

LIABILITIES AND FUND EQUITY	2009	2008
Current Liabilities		
Notes payable - current maturities	$ **53,565**	$ 119,871
Accounts payable	**78,467**	57,710
Accrued payroll and employee benefits	**51,344**	102,147
Other current liabilities	**4,618**	1,863
Total current liabilities	**187,994**	281,591
Liabilities Payable from Restricted Assets	**17,000**	125,000
Long-Term Liabilities - net		
Accrued cell closure and postclosure care costs - net	**1,220,316**	1,266,381
Long-term debt - net	**564,083**	441,730
Total long-term liabilities	**1,784,399**	1,708,111
Total liabilities	**1,989,393**	2,114,702
Net Assets		
Invested in capital assets - net of related debt	**1,599,001**	1,677,096
Unrestricted	**(490,058)**	(405,063)
Total net assets	**1,108,943**	1,272,033
Total liabilities and net assets	$ **3,098,336**	$ 3,386,735

MIFFLIN COUNTY SOLID WASTE AUTHORITY

SUMMARY FINANCIAL INFORMATION
Years Ended December 31, 2009 and 2008

		2009		2008
Operating Revenue	$	**2,022,899**	$	2,094,282
Operating Expenses		**2,451,118**		2,564,779
Operating loss		**(428,219)**		(470,497)
Nonoperating Revenue - Net		**265,129**		114,828
Net loss		**(163,090)**		(355,669)
Net Assets:				
Beginning		**1,272,033**		1,627,702
Ending	$	**1,108,943**	$	1,272,033

Note 1. Summary Financial Information

This summary financial information was prepared pursuant to Section 5612 of the Municipal Authorities Act 22 of 2001 of the Commonwealth of Pennsylvania, setting forth, if applicable, the balance in the treasury at the beginning of the year, all revenue received and expenditures made during the year by major function, and the current resources and liabilities of the Authority at the end of the year, the gross liability and net debt of the Authority, and the assets of the Authority, with the character and value thereof, the date of the last maturity of the respective forms of funded debt, and the assets in each sinking fund.

A complete copy of Mifflin County Solid Waste Authority's audit report for the years ended December 31, 2009 and 2008, is on file at the Business Office of the Mifflin County Solid Waste Authority, Lewistown, Pennsylvania. For a complete presentation, the above mentioned report should be consulted.

Mifflin County Solid Waste Authority
Statements of Revenue and Expenses
For the Twelve Months Ending December 31, 2010
All Cost Centers

	2010 CURRENT PERIOD	2010 YEAR TO DATE
INCOME		
Disposal Service Income	$265,517.61	$2,365,710.09
Fuel Surcharge Income	7,920.09	89,064.74
Discounts - Income Credit Admin	(40.41)	(1,209.27)
Recycling-brush,tires,appl,	1,308.98	11,370.62
Recycling Grant - Income (903-904)	33,676.00	70,164.17
Recycling Income	3,895.10	47,384.09
Other Misc. Income-	325.00	2,332.00
Other-Tarp Backhoe Fees	75.00	75.00
Gain/Loss on Sale of Equipment		1,900.00
Interest Income Non-Restricted	336.44	6,325.69
TOTAL INCOME	313,013.81	2,593,117.13
EXPENSES		
Payroll	24,539.40	245,121.14
HRA Expenses	138.91	2,579.22
Fica Expense	1,860.10	18,573.49
PA U/C	188.59	3,625.37
Worker's Compensation	1,334.33	14,451.15
Health Insurance Premiums	9,198.97	98,790.03
Retirement Contribution	1,137.06	11,183.37
Dues, Subs., Memberships	315.00	3,207.00
Advertising and Marketing	234.67	3,056.78
Safetly and Personnel Equip	171.80	4,167.06
Legal Professional Services	945.00	8,425.02
Financial Professional Services	333.25	16,676.29
Engineering Professional Services	3,039.15	37,523.26
Authority Members Stipend	900.00	10,900.00
Electric	1,571.95	14,600.52
Telephone/Internet	736.42	9,351.58
Water	148.60	1,422.82
Sewer	1,212.48	5,532.01
Stock Pile Rent	60.00	720.00
Office Equiment Maintenance	145.00	2,717.95
Maint. Structures/fix equipment	770.76	8,088.21
Maint on Equipment	955.91	35,669.33
Maint - Other		1,832.15
Maintenance Site Improvements		541.12
Office Supplies	479.85	3,906.70
Postage Costs		1,326.53
Reception	125.97	1,225.18
Fuel and Oil -related Supplies	829.48	18,866.03
Misc. Materials & Supplies	98.38	1,214.01
Freon Removal		1,126.00
Tire Recycling Costs	967.06	3,530.64
Wood Recycling Costs	10.00	290.00
Company Insurance Costs	2,984.68	35,377.64
PA DEP Fees		3,500.00
Misc Fees	100.00	503.50
Bad Debt/Write-off Expense		193.48
Misc Expense		365.15
Board approved-free disposal		15.84
Disposal costs of trnsfrd waste	114,748.88	1,070,169.17
Transportation costs of trnsfrd waste	50,052.00	600,236.00
Fuel Surcharge	9,610.91	99,735.04
Interest Expenses	1,653.03	20,435.79
TOTAL EXPENSES	231,597.59	2,420,771.57
	81,416.22	172,345.56

Mifflin County Solid Waste Authority

Balance Sheet
For the Twelve Months Ending December 31, 2010

		2010 ACTUALS	
ASSETS			
CURRENT ASSETS			
Petty Cash	$200.00		
Cash Drawer	300.00		
JVB Clsr Bd CD-sinking fund	250,000.00		
JVB-Reserve t/s pymnt CD	17,000.00		
JVB-Money Market Account	242,610.47		
JVB-General Fund	4,058.89		
JVB-Payroll Fund	8,935.07		
Accounts Receivable	337,068.84		
A/R due-2008 904 grant award	33,676.00		
A/R due-901 Grand funds 80%	28,674.73		
Prepaid Insurance	44,615.69		
TOTAL CURRENT ASSETS		967,139.69	
FIXED ASSETS			
Acccumulated Depreciation-new site	(8,237,237.61)		
Office Structures &Improvement	235,942.00		
Landfill Structures& Improv.	3,025,918.00		
Equipment	1,437,429.17		
Closure Costs	72,749.37		
Equipment-Recycling	95,651.50		
Office Furniture & Equipment	109,141.17		
Miscellaneous Equipment	22,634.10		
Accumulated Depreciation	(2,693,066.71)		
New Site Development	8,237,237.61		
Land and Land Rights	330,929.69		
Accum. Depreciation-Land	(330,929.69)		
TOTAL FIXED ASSETS		2,306,398.60	
OTHER ASSETS			
Organization	140,320.77		
Accumulated Amort - Organization	(140,320.77)		
TOTAL ASSETS			3,273,538.29

Balance Sheet
For the Twelve Months Ending December 31, 2010

		2010 ACTUALS	
LIABILITIES			
Accounts Payable	$119,349.85		
Accrued Payroll	3,629.83		
Accrued Sick Leave	31,484.14		
Accrued Vacation	16,230.04		
Insurance W/H	(30.39)		
State Withholding Tax Payable	(0.03)		
PA UC employee w/h	5.82		
Notes Payable - Transfer Station	558,148.34		
Notes Payable-t/s reserve pymnts	17,000.00		
Accrued Clsr Costs Landfille	1,201,973.90		
Accrued Clsr Costs-T/S	18,342.00		
TOTAL LIABILITIES		1,966,133.50	
EQUITY			
Fund Balance	1,135,059.23		
Net Income	172,345.56		
TOTAL EQUITY		1,307,404.79	
TOTAL LIABILITIES AND EQUITY			3,273,538.29

Appendix P

Sample Bid Documents

Sample Recycling Municipal Bid – April 2012

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

CONTRACT DOCUMENTS INDEX

CONTRACT DOCUMENTS INDEX (Cont'd.)

Section Title Page

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 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 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 plant or dumping area.

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, as documented in Section 4.01.07 below, routing, 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 or other disposal facilities, and of any other governmental unit having jurisdiction thereof, including the Two-County Regional Solid Waste Management Plan.

3.03 Questionnaire

The attached questionnaire must be fully and completely answered.

3.04 **Option 1:** Designated Disposal Facility

All recyclables must be transported to a recyclables processing facility within the Two County Region.

Option 2: Designated Disposal Facility

All recyclables collected within the Two-County Region will be disposed of at the _____ Transfer Station/MRF located at _____ (address).

3.05 Not to Sublet or Assign Contract

The Contractor shall devote his personal attention constantly to the faithful performance of the work and shall keep the same under his own control, and shall not transfer or assign such responsibility by power of attorney or otherwise, nor sublet the work or any part thereof without the previous written consent of the Township Manager. In the latter case, he shall petition the

Township Manager in writing, certifying the name and address of each such assignee or subcontractor as he intends to engage, the portion of the work which he is to do or the material which he is to furnish, his place of business and such other information as the Township Manager may require in order to know whether such subcontractor is respectable, reliable and able to perform the work as called for in the Specifications. He shall not, either legally or equitably, assign any of the monies payable under the contract unless by and with the like consent of the Township Manager. If such assignment, subcontracting or delegation is permitted by the Township Manager, the Contractor shall not be released from any of his liabilities or obligations under this contract, but shall remain responsible and liable to the Township should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

3.06 **Option 1:** Payments to Township as to Dwelling Units

The Township will collect the monthly rate per dwelling unit and remit the net amount to Contractor. The Township will charge the Contractor a collection fee of six percent (6%) of all amounts collected. However, if the Township receives, directly or through the Contractor, an excess of bona-fide complaints of substandard or lack of service within any given month of the calendar quarter, the collection fee shall increase to twelve percent (12%) of the total amount collected for that month. Excessive complaints shall be defined for the purposes of this contract as 20 or more calls per month. The price bid shall cover the cost of all labor, material and any other costs and expenses needed to complete the contract in all details, including the collection fee to the Township**.** The Township will pay and the Contractor shall accept the price stipulated with respect to dwelling units in the proposal hereto attached as full compensation for the collection, transportation and processing of recyclable materials thereafter. The Township will not be liable for or responsible to pay to the Contractor any interest on any amounts collected.

Option 2: Payments to Township 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 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.

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 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. _____ Township 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 dispose of recyclable materials at a facility within the Two-County Region.

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 dispose of recyclable materials at _____ 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:

Residential	Small Businesses
Plastic	Plastic
Clear Glass	Clear Glass
Colored Glass	Colored Glass
Aluminum, steel and bimetal cans	Aluminum, steel and bimetal cans
Newsprint	Newsprint
Aerosol cans	Aerosol cans
Cardboard	Office paper
Chipboard	Cardboard
	Chipboard

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 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 certifying the center's capability to accept and market 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 over the full term of the contract.

Option 1: Collection of leaf 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, 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 Yard Waste to Township Facility

Bidders are required to submit bid for picking up and hauling yard waste (excluding grass and leaves) to the Township's Yard Waste Facility(ies) located at _____ (address). Contractor will be responsible for supplying a designated truck or other method of segregating yard waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the Township's yard waste recycling facility.

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 the Two-County Region changes the Regional 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 Two-County Regional Solid Waste Management Plan

The Contractor must operate in accordance with the Two-County Regional Solid Waste Management Plan and 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.

4.01.08 **Option 1:** Methods of Collection

All recyclables 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.

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.

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.

4.01.12 Recyclable Containers

Current containers have been provided by the Township and will continue to be used. Containers may be changed at the Township's discretion. The Township shall store all extra containers.

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.

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" on Page 23. 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 waste from the vehicles during collection or transport, clean up any spillage or loss of recyclables that may occur during collection and 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.

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 this Contract.

4.01.23 Conditions under which Contract may be Canceled or Terminated by the Township Commissioners.

If the work under this contract shall be abandoned by the contractor or if the contract shall be assigned or the work sublet by him other than as herein specified, or if at any time, the Commissioners of _____ Township shall be of the opinion and so certify in writing (which certificate shall be final, binding and conclusive on the Contractor) that the performance of the contract is being unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this contract or the specifications thereof or is executing the same in bad faith or not in accordance with the terms thereof, the Township Commissioners may cancel and terminate this contract by a written notice to be served upon the Contractor either personally or by leaving it at his residence or office, and the Township Commissioners shall thereupon have the power and are hereby authorized to procure in the manner prescribed by law such and so much of said work to be performed as may be necessary to fulfill this contract, and in such cases, shall have the power and is hereby authorized to charge to the Contractor the amount of loss suffered by the, and upon a reletting of the contract, if amount of monies received by the Township shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor shall and will pay to the Township the amount of such differences.

4.01.24 Authorizing Township to Perform Contract

If the Contractor shall fail to perform any part of the work called for in this contract in accordance with the terms thereof and the Township Commissioners decide not to cancel and terminate this contract as provided hereinabove, the Township Manager shall have the power and is hereby authorized to perform or cause or procure to be performed such part of the work as the Contractor shall fail to perform at the expense of the Contractor and to deduct such expenses and collect the cost of same out of the bond filed by the Contractor in any legal proceedings or any loss by reason thereof or both, at the sole option of the Township Manager.

4.01.25 Modification of Contract

This contract and the specifications herein contained may be modified and changed from time to time only as may be agreed upon in writing in a manner not materially affecting the substance hereof, provided however that the consent of the Township Manager be first obtained.

Ordinances will be adopted and/or amended by the Township Commissioners to conform to the contract or contracts awarded.

4.01.26 Municipal Recyclable Collection

The Contractor shall provide appropriately sized container(s), as determined by the Township, to collect, transport and process all municipal recyclables from the sites designated in Table 5, at no charge to the Township. This shall include any other recreational areas developed in the future by the Township or any other Township-owned or maintained facility. These sites will be serviced in accordance with a schedule determined by the Township.

TABLE 5
Municipally Designated Sites

During time of emergency or a natural disaster, the Contractor will provide sufficient roll-off containers to the Township, upon request, at standard, non-emergency prices.

4.01.27 **Option 1:** Municipal Billing and Payment Procedure

The mode of contract requires the Township to collect the monthly rate per dwelling unit. The Township will bill the customers quarterly and in advance. In the second month of the quarter, the Township will pay to the Contractor one-third (1/3) of the refuse fees collected during the first month of the quarter, that amount retained being the amount applicable to the second and third months of the quarter. In the third month of the quarter, the Township will add the 2/3 retention from the previous month to the refuse fees collected during the second month and pay to the Contractor one-half (1/2) of the total, that amount retained being the amount applicable to the third month of the quarter. In the first month of the following quarter, the Township will pay to the Contractor the remaining balance of refuse fees collected during the previous three months. The Township will charge the Contractor a collection fee of six percent (6%) of the total amount collected, as set forth in Section 3.06 of the General Conditions. The six percent (6%) shall be deducted from each payment to the Contractor. However, if the Township receives, directly or through the Contractor, an excess of bona-fide complaints of substandard or lack of service within any given month of the calendar quarter, the collection fee shall increase to twelve percent (12%) of the total amount collected for that month. Excessive complaint schedule is contained in Section 3.06.

Option 2: Municipal Billing and Payment Procedure

The mode of contract requires the Contractor to collect the monthly rate per dwelling unit. The Contractor will bill the customers quarterly and in advance. The Township reserves the right to bill the Contractor a negligence fee of twelve percent (12%) of the total amount collected if the complaints received for substandard service are in excess of the numbers of complaints listed in Section 3.06 for any given month within the quarter.

4.01.28 Deductions to be Made for Vacant Dwelling or Dwelling Units

Deduction from the contract price for dwelling units paid to the Contractor shall be made and Contractor shall make no charge for vacant dwelling units where such vacancy shall have continued for a period of time as set forth in Township Ordinance and where notice thereof shall have been given by the owner of such dwelling unit to the Township.

4.01.29 Additions to the Contract Price

Additions to the contract price for dwelling units shall be made at the established bid price for new dwellings or dwelling units added in the Township after the effective date of this contract.

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

Included	Not Included	
_____	_____	Bid Bond or Certified Check in the amount equal to Ten percent (10%) of the annual bid amount (Sec. 2.03)
_____	_____	Completed Non-Collusion Affidavit (Sec. 2.13)
_____	_____	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. 4.02.02)
_____	_____	Completed Questionnaire (Page 41)

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 (Page 31)

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 **Option1 or Option 2** (see 4.02.01 – 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 4.01.10 – 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 4.01.10 – 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 under **Option 1 or Option 2** (see 4.01.02 – insert appropriate Option). This quotation will include transportation of the leaf waste to the Township's facility located at _____ (address) as mentioned in section 4.01.03.

4. The fourth quotation will be for weekly collection of participating small business recyclables (see definition of Small Business, Section 4.01.03). **OPTIONAL**

5. 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 Yard Waste and delivery to each Municipality's Yard Waste Facility.

Quotation No. 4

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. 5 (Add-Alternate)

Bidder may include collection, transportation and disposal of additional recyclable items (to be delivered to the _____ Transfer Station/MRF). (4.01.01)

Recyclable Item	Monthly Cost Per Dwelling Unit-Increase (or Decrease)
_____	_____
_____	_____
_____	_____

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:

Contract Document Item No.	Explanation of Exception

Unless otherwise noted above, the bidder hereby certifies that the Proposal as submitted fully complies with the Contract Documents.

Submitted By: _____ _____

Signed Representing

_____

Printed

Title _____ Date _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, _____

_____

as Principal, and _____

as Surety, are hereby held and firmly bound unto the Township of _____, _____, _____ County, Pennsylvania,

in the sum of _____ ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this _____ day of _____, 201_.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, to deliver:

Recycling Collection, Transportation and Processing Services
From Dwelling Units and Small Businesses within the
Township of _____

Contract No. _____

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate,

(b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal_____(L.S.)

_____ (Seal)

Surety_____

By_____ (Seal)

IMPORTANT - Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.

QUESTIONNAIRE

(IMPORTANT - Each bidder must truthfully and fully complete this questionnaire. Attach supplemental page(s) if necessary.

1. Methods to be used in disposing of the recyclable material, including a detailed description of manpower to be dedicated to _____ Township (attach additional sheet, if necessary).

_____

_____

_____

2. Precise location of recyclables disposal facility:

_____

_____

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:

Make and Year Model No.	Type of Body	Capacity	Present Condition	Present Location
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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?

Name of Municipality	Date of Contract	Term of Contract
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever defaulted in any of the aforementioned contracts? _____

If so, give details._____

_____

_____

6. Have there been any judgments or are there any unsatisfied judgments entered against you within the past five (5) years? _____

If so, give details._____

_____

_____

7. Give name and address of Surety Company which has agreed to act as surety on your bond should the contract be awarded to you.

_____

_____

_____

8. List below the names and addresses of Surety Companies which have heretofore bonded you on municipal contracts.

_____

_____

_____

9. Give address and telephone number of local office. If none now exists, indicate proposed location and name of staff personnel in charge. Also, list office hours and personal phone number of bidder.

_____

_____

_____

_____

10. Attach hereto a full and complete statement under notarized oath of financial operating statement for prior year's operation, per Section 3.01 of General Conditions.

The bidder hereby certifies that the answers to this questionnaire are true and correct and further agrees that said answers shall be considered as an integral part of this proposal.

_____ _____

Date Company

By _____

(Printed Name)

_____, being duly sworn according to law, deposes and

Title

says that the facts and answers in the foregoing questionnaire are true and correct to the best of his/her knowledge, information and belief.

_____
(Signature)

Sworn to and subscribed before me

this _____ day of _____ 201_.

_____
Notary Public

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Recycling Collection, Transportation and Processing Services from Dwelling Units within the Township of _____.

Contract No. Joint _____

_____ 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 _____ 201_,

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 $_____
_____.

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 dully 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:_____	By:_____
_____	_____
(Printed)	(Printed)
_____	_____
(Vice) President	Title
_____	_____
Address	Address
_____	_____
_____	_____
Telephone	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: _____

_____ _____

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: 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 – April 2012

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

CONTRACT DOCUMENTS INDEX (Cont'd.)

CONTRACT DOCUMENTS INDEX (Cont'd.)

CONTRACT DOCUMENTS INDEX (Cont'd.)

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 a 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 a 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 a 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 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 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 plant or dumping area.

2.13 Length of Contract

The bids shall be for the collection and disposal of trash, garbage, ashes, grass 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, as documented in Section 4.01.07 below, routing, and methods proposed for collecting, receiving, transporting, conveying, handling and disposing of the trash, garbage, ashes and 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 facilities, and of any other governmental unit having jurisdiction thereof, including the Two-County Regional Solid Waste Management Plan.

3.03 Questionnaire

The attached questionnaire must be fully and completely answered.

3.04 **Option 1:** Designated Disposal Facility

The disposal facility that the bidder proposes to use in the disposal of garbage, ashes and refuse shall be listed as a designated disposal facility in the most recent Two-County Regional Solid Waste Management Plan. All recyclables must be transported to a recyclables processing facility within the Two County Region.

Option 2: Designated Disposal Facility

The disposal facility that the bidder proposes to use in the disposal of garbage, ashes and refuse shall be listed as a designated disposal facility in the most recent Two-County Regional Solid Waste Management Plan. All recyclables collected within the Two-County Region will be disposed of at the _____ Transfer Station/MRF located at _____ (address).

Option 3: Designated Disposal Facility

The bidder must dispose of all garbage, ashes and refuse at the _____ Landfill/Transfer Station. All recyclables must be transported to a recyclables processing facility within the Two County Region.

Option 4: Designated Disposal Facility

The bidder must dispose of all garbage, ashes and refuse at the _____ Landfill/Transfer Station. All recyclables must be transported 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 and disposal of trash, garbage, ashes and 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 Township 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 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.

3.07 Time of Commencement

The Contractor shall begin work for the collection and disposal of trash, garbage, ashes and 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 Trash Collected in 20__

Based on the tonnage reported to _____ Township by the current contractor, estimated trash tonnage for the year 20__ is as follows: Trash – X,XXX tons, Yard Waste – 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 Work to be Done

The work to be done under the contract with respect to dwelling units consists of the collection of all garbage, trash, ashes and 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.

4.01.02 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**.**

4.01.03 Definitions

Definitions as defined in these specifications mean:

A. Garbage – all table refuse, animal and vegetable matter, offal from meat, fish and fowl, fruits, vegetables and parts thereof, and all other articles and materials ordinarily used for food which have become unfit for such use or which are for any reason discarded, and grass clippings.

B. Ashes - residue from burning of wood, coal, coke, or other combustible materials.

C. Refuse – all waste that is not a bulk item, including furniture, carpet, televisions and like, but excluding tires and white goods.

D. Rubbish - includes glass, metal, paper, plastic, wood or any other non-putrescent solid waste.

E. Trash - same as Rubbish.

F. Material - includes garbage, trash, ashes, refuse and rubbish.

G. 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.

H. 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.

I. Bulk Item – any item that is too large or bulky to be picked up by one person.

J. White Goods – large appliances, such as washers, dryers, which do not contain CFC (FREON).

K. 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.)

M. Small Business - a business establishment that produces five (5) or less 40-gallon containers of garage, ashes, refuse and recyclables per week.

N. 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.

O. Yard Waste - garden residue, shrubbery, tree trimmings and similar materials (excluding grass clippings and leaves) no longer than six (6) feet in length and twelve (12) inches in diameter.

4.01.04 **Option 1:** Provisions for Place of Dumping

The Contractor shall dispose of all trash and similar material to be collected during this contract in a disposal facility listed in the Two-County Regional 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 plant or dumping 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 Dumping

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 plant or dumping 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.

4.01.05 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.

4.01.06 **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.

4.01.07 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.

4.01.08 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 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.

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 and wrapped in paper. All rubbish containers or plastic bags shall be securely covered or tied, as the case may be.

Refuse 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.

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 and wrapped in paper. All rubbish containers or plastic bags shall be securely covered or tied, as the case may be.

Refuse 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.

4.01.09 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.

4.01.10 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.

4.01.11 **Option 1:** Rules Under which Garbage, Refuse and Ashes 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 Garbage, Refuse and Ashes 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 Garbage, Refuse and Ashes 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.

4.01.12 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.

4.01.13 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.

4.01.14 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.

4.01.15 Exclusive Right to Successful Bidder

The successful bidder shall have the exclusive right and privilege of collecting, removing and disposing of all garbage, rubbish and ashes 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 the Two-County Region 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.

4.01.16 Contractor to Have Telephone in House and/or office

Contractor shall establish, maintain and list in the _____ Telephone Directory a toll-free telephone number within his house, office or plant, which persons in the Township may use to contact Contractor and shall attend such telephone between the hours of 7:00 a.m. and 6:00 p.m., every day each week**,** except Saturday, Sunday and holidays established by _____ Township.

4.01.17 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.

4.01.18 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.

4.01.19 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.

4.01.20 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.

4.01.21 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.

4.01.22 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.

4.01.23 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.

4.01.24 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.

4.01.25 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.

4.01.26 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 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 _____ Township.

4.01.27 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.

4.01.28 **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.

4.01.29 Bulk Item Pickup Service

The bid will include weekly bulk item pickup service limited to one item per week 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. 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.

4.01.30 **Option 1:** Leaf Waste

Collection of leaf 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 1502(a), and will not be a part of this contract.

Option 2: Leaf Waste

Collection of leaf 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)

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.

4.01.33 Option to Negotiate

_____ Township reserves the right to renegotiate the contract if the Two-County Region changes the Regional 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 Two-County Regional Solid Waste Management Plan

The Contractor must operate in accordance with the Two-County Regional 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.

4.01.36 Construction/Demolition Materials Pick-Up

Residents may negotiate directly with any contractor for pick-up of these materials.

4.01.37 **Option 1:** Delivery of Yard Waste to Township Facility

Bidders are required to submit bid for picking up and hauling yard waste (excluding grass and leaves) to the Township's Yard Waste Facility(ies). Contractor will be responsible for supplying a designated truck or other method of segregating yard waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the Township's yard waste recycling facility.

Option 2: Delivery of Yard Waste to Township Facility

Yard waste collecting by the Contractor within _____Township shall be disposed of at the Township's Yard Waste Facility(ies) located at _____ (address). Contractor will be responsible for supplying a designated truck or other method of segregating yard waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the Township's yard waste recycling facility.

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. _____ Township 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 dispose of recyclable materials at a facility within the Two-County Region.

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 dispose of recyclable materials at
_____ 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.

4.02.02 Work To Be Done

The work to be done consists of the collection, transportation and processing of the following recyclable materials:

Residential	Small Businesses
Plastic	Plastic
Clear Glass	Clear Glass
Colored Glass	Colored Glass
Aluminum, steel and bimetal cans	Aluminum, steel and bimetal cans
Newsprint	Newsprint
Aerosol cans	Aerosol cans
Cardboard	Office paper
Chipboard	Cardboard
	Chipboard

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 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: Collection of leaf 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, including lawn and garden waste, brush, small tree limbs and the like, will be provided for by the Contractor per the schedule listed in Section 4.01.30.

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.

Option 1: With each proposal, the bidder must furnish a letter from a recycling center or centers certifying the center's capability to accept and market 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 either the _____Transfer Station/MRF or the _____ Yard Waste Facility over the full term of the contract.

4.02.03 Length of Contract

Shall be the same as the Solid Waste Contract, beginning _____ through and including _____.

4.02.04 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.

4.02.05 **Option 1:** Methods of Collection

All recyclables 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.

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.

4.02.06 **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.

4.02.07 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.

4.02.08 Recyclable Containers

Current containers have been provided by the Township and will continue to be used. Containers may be changed at the Township's discretion. The Township shall store all extra containers.

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.

4.02.09 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.

4.02.10 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.

4.02.11 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.

4.02.12 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.

4.02.13 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.

4.02.14 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" on Page 31. 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.

4.02.15 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 waste from the vehicles during collection or transport, clean up any spillage or loss of recyclables that may occur during collection and 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.

4.02.16 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.

4.02.17 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.

4.02.18 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.

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 this Contract.

4.02.19 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.

4.02.20 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.

4.02.21 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.

4.02.22 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.

4.02.23 **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.

4.02.24 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.

4.02.25 Additions to the Contract Price

Additions to the contract price for dwelling units shall be made at the established bid price for new dwellings or dwelling units added in the Township after the effective date of this contract.

INSURANCE REQUIREMENTS

5.1 General

Policies shall be written with insurers rated at least “A” by Bests with a financial size category of at least “X”.

Under Items 5.3 and 5.4, _____ Township shall be named as an additional insured and be provided a 30-day notice of intent to cancel a policy or policies.

5.2 Workers’ Compensation, including occupational Disease and Employer's Liability Insurance.

A. Statutory - amounts and coverage as required by Workers' Compensation Laws of the Commonwealth of Pennsylvania.

B. Employer's Liability - at least $100,000 each accident.

5.3 Public Liability, including coverage for direct operations, sublet work, elevators, contractual liability and completed operations with limits not less than those stated below:

A. Bodily Injury and Property Damage Liability - including personal injuries, $1,000,000 each occurrence; $2,000,000 annual aggregate.

Regarding Personal Injury - written on a non-participating basis (with no participation by insured).

5.4 Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned and leased vehicles with limits not less than those stated below:

A. Bodily Injury Liability - $1,000,000 each person; $2,000,000 each accident.

B. Property Damage Liability - $1,000,000 each accident; $2,000,000 per occurrence

5.5 Umbrella Coverage - in the amount of $2,000,000

CHECK LIST FOR SOLID WASTE COLLECTION CONTRACT

Included	Not Included	
_____	_____	Bid Bond or Certified Check in the amount equal to Ten percent (10%) of the annual bid amount (Sec. 2.03
_____	_____	Completed Non-Collusion Affidavit (Sec. 2.13)
_____	_____	Notarized Financial Statement and Report (Sec. 3.01)
_____	_____	Plans and Specifications (Sec. 3.02)
_____	_____	Sworn Statement (Sec. 3.02)
_____	_____	Written Approval of Plant or Disposal Area (Sec. 4.01.4)
_____	_____	Letter from a Recycling Center (Sec. 4.02.02)
_____	_____	Completed Questionnaire (Page 41)

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 (Page 31)

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 **Option1, Option 2, Option 3, Option 4, or Option 5** (see Invitation to Bidders, page 6 – 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 at **Option 1 or Option 2** (see Section 4.02.01 – insert appropriate Option), 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, page 6 – 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 at **Option 1 or Option 2** (see Section 4.02.01 – insert appropriate Option), 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 2** (see Section 4.01.30, if chosen as appropriate Option) residential pickup of yard waste and delivery to _____ (**Option 1 or Option 2** - 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 or Option 2** – see Section 4.01.37 - insert appropriate Option) by use of the contractor's designated truck. **OPTIONAL**

7. The seventh quotation will be for weekly collection of participating small business trash and recyclables (see definition of Small Business, Section 4.01.03). **OPTIONAL**

8. 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 Yard Waste and delivery to each Municipality's Yard Waste Facility.

Quotation No. 6

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. 7 (Add-Alternate)

Bidder may include collection, transportation and disposal of additional recyclable items (to be delivered to the _____ Transfer Station/MRF). (4.02.02)

Recyclable Item	Monthly Cost Per Dwelling Unit-Increase (or Decrease)
_____	_____
_____	_____
_____	_____

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:

Contract Document Item No.	Explanation of Exception

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 plant or disposal area (must conform to the Two-County Regional 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:

Make and Year Model No.	Type of Body	Capacity	Present Condition	Present Location
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

5. Experience in the collection and disposal of garbage, ashes and rubbish. 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?

Name of Municipality	Date of Contract	Term of Contract
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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. Joint _____

_____ 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 _____ 201_,

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 dully 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:_____	By:_____
_____	_____
(Printed)	(Printed)
_____	_____
(Vice) President	Title
_____	_____
Address	Address
_____	_____
_____	_____
Telephone	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: _____

_____ _____

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 _____ 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.

Example Solid Waste Services Contract - Juniata Terrace

COPY

SOLID WASTE DISPOSAL CONTRACT

THIS Agreement is made this 13th day of June, 2006, by and between the BOROUGH OF JUNIATA TERRACE, a Pennsylvania Municipality, with an office at Community Building, 80 Hudson Avenue, Lewistown, Pennsylvania, 17044, hereinafter referred to as BOROUGH, and PARKS GARBAGE SERVICE of P.O. Box 318, Mount Union, Pennsylvania, hereinafter referred to as CONTRACTOR.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the Contractor will provide solid waste disposal service for two hundred fifty-three (253) residences and one (1) store lying within the municipal boundaries of the Borough, plus provision of solid waste disposal services for a proposed development also located within the municipal boundaries of the Borough.

Contractor acknowledges receipt of information concerning the proposed development in an area which is located within the municipal boundaries of the Borough of Juniata Terrace, within one-half mile from current development of the Borough of Juniata Terrace, and which is expected to consist of town houses and/or apartments.

2. SERVICES TO BE PERFORMED

The Contractor agrees to perform the following solid waste disposal services:

a) Collection, transportation, pickup and disposal of all solid waste properly disposed of by the residences, store ~~and church~~ lying within the Borough boundaries including the provision of all labor and properly equipped vehicles. Every pickup of refuse at each customer's residence will have a maximum of two 30 gallon bags, or the equivalent thereof.

COPY

b) Collection, transportation, pickup and disposal shall occur two (2) times per week, weekdays, at each home, residence, ~~church~~ and business located within the Borough. Any special requests, (i.e. requests for pickups exceeding the 60 gallon limit) by Juniata Terrace residents must come through the Juniata Terrace office for that special pickup to be made.

c) Contractor shall maintain liability insurance in the amount of One Hundred Thousand and 00/100 ($100,000.00) Dollars for property damage and Three Hundred Thousand and 00/100 ($300,000.00) Dollars for personal injury. Contractor shall also maintain workers' compensation insurance for employees. Contractor shall supply a certificate of insurance to Borough evidencing such insurance.

d) All collection, transportation, pickup and disposal of solid waste shall be in water tight automotive vehicles properly covered and operated. During the time such vehicles are operated on the streets in the Borough, Contractor shall assure that vehicles are operated in a safe and prudent manner, and take all necessary precautions to avoid leakage or spillage of the contents on the streets of the Borough.

e) Contractor shall be responsible for the collection of solid waste from containers which are properly maintained in the yards of the residences, store an~~d church~~ in the Borough, and shall return, where appropriate, containers to the pickup location.

f) In performing the services required under this Agreement, the Contractor shall comply with all applicable Federal, State, County and Borough Ordinances and regulations. If such compliance is impossible for reasons beyond its control, Contractor shall immediately notify the Borough of that and the reasons thereof.

g) If the normal day for collection or pickup occurs on a holiday, Contractor shall arrange for collection or pickup on the day (preceding or subsequent) to such holiday.

h) Contractor shall file with the Borough, and at all times hereafter maintain in full force and effect for the entire term of this contract at its expense, a Faithful Performance Bond executed by a Surety Company approved by the Borough and in a form satisfactory to the Borough in the amount of Ten Thousand and 00/100 ($10,000.00) Dollars, renewable annually, and conditioned on the faithful performance by the Contractor of all the terms, conditions and covenants contained in this contract. If Contractor fails to comply with any one or more of the provisions of the contract, there shall be recoverable jointly and separately from the principal and surety of such bond such damages or losses suffered by the Borough as a result thereof. Such bond shall provide that ten (10) days prior to written notice of cancellation, material change or intention not to renew such bond be given to the Borough.

Neither the provisions of any bond accepted by the Borough pursuant thereto nor any damages recovered by the Borough thereunder, shall be construed to excuse faithful performance by the Contractor or limit the liability of the Contractor under this contract for damages, either to the full amount of the bond or otherwise, or preclude exercise of any other right or remedy given to Borough by law, whether exercised concurrently or subsequently.

Contractor shall indemnify and defend Borough its council, officers, agents and employees, and any and all other public agencies and their members, officers and employees, against any and all liability for injuries to or death of any person or any damages to any property caused by Contractor, its officers, agents or employees in the construction, operation or maintenance of its property, arising out of the exercising of any right or privilege under this contract.

These policies shall each contain a provision that a written notice of any cancellation or reduction in coverage of the policies shall be delivered to Borough ten (10) days in advance of the effective date thereof.

i) Contractor shall not have the right to assign this contract or otherwise transfer it in any manner whatsoever.

j) Contractor shall be considered an independent contractor in all respects as to the performances of this contract.

k) Contractor shall be fully liable for any loss or damage, caused by them, their agents or employees.

l) The Borough will bill all customers and will remit the payment set forth below to Contractor.

3. COMPENSATION

Borough shall pay Contractor the rate of Three Thousand Two Hundred Fifty-One and 25/100 ($3,251.25) Dollars per month for the services herein agreed to be performed. Said payments shall be mailed to the Contractor at its offices on or before the 10th day of each month.

Contractor agrees that in the event the Borough waives payment for any residence, as permitted under their ordinance, the payment to the Contractor as set forth above by the Borough shall be decreased. The Borough shall advise the Contractor on a monthly basis as to the number of waivers and location of each one. The Borough's decision to waive shall be at its own discretion.

Additionally, Contractor acknowledges that there is a development planned within the municipal borders of the Borough of Juniata Terrace. It is expected that such development shall be residences. Upon the occupancy of said residences, the Contractor shall, upon notification by the Borough, immediately commence collection of said solid waste. For each additional residence added thereto, Borough agrees to pay the Contractor an additional sum, to be determined by dividing the sum set forth above by 255 (the store being counted as two residences), and the resulting number being the pro-rata residence fee to be paid by the Borough to the Contractor, (in the event the development discussed above is completed during the terms of this contract, said pro-ration will be based on an adjusted number, including those additional developments.) For each collection, the Borough will increase its payment accordingly.

4. TERM OF AGREEMENT

The term of this Agreement shall commence on the 1st day of July, 2006, and shall continue in full force and effect for a period of five (5) years, unless terminated at an earlier date upon six (6) months written notice from either party to the other.

COPY

5. DISPOSAL SITE

Contractor shall dispose of all solid waste collected pursuant to this contract at a site approved by Mifflin County's Municipal Waste Management Plan, adopted February 20, 2003, as amended, and throughout the term of this Contract, shall follow said Plan.

6. EXCLUSIVITY

Contractor shall have the exclusive right during the term of this contract to collect and haul for hire over the streets and alleys of the Borough all solid waste collected from public and private customers located within the municipal limits of the Borough.

Contractor shall have the authority to sublet and contract with other duly licensed and operated solid waste collectors for the collection and disposal of trash, rubbage and refuse, but Contractor shall be held responsible for the services furnished by any subcontractor.

7. MISCELLANEOUS PROVISIONS

This contract is made under the authority of Ordinance 1968-15 of the Borough of Juniata Terrace, as amended, and is subject to the provisions thereof.

Solid waste, as used herein, shall be interpreted herein to mean and include all waste, animal and vegetable matter, rubbage, trash debris, and ashes, tin cans, other waste materials generally, including articles ordinarily and customarily hauled away and dumped.

This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania. It shall be binding upon Contractor, his successors, assigns and heirs and shall inure to the benefit of Borough.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

COPY

Resolution 2006-3

June 13, 2006

A RESOLUTION TO INCREASE THE QUARTERLY RATE TO RESIDENTS FOR SOLID WASTE DISPOSAL

WHEREAS, Borough Council of the Borough of Juniata Terrace has entered into a contract with Parks Garbage Service for solid waste disposal beginning July 1, 2006; and

WHEREAS, the contracted price requires an increase in the rate charged by the Borough to its residents; and

WHEREAS, Ordinance 1987-6 allows the rates to be set by a Resolution of Council.

NOW THEREFORE, it is hereby resolved by Borough Council as follows:

1. The quarterly rate for residents for solid waste disposal shall be $42.00 per quarter. Payments shall be made on or before January 15th, April 15th, July 15th, October 15th and December 15th of each year. There shall be a 5% penalty if payment is not received by the 15th of each month. If payment is not received by the 30th of each month, there shall be a 10% penalty for each month, or fraction of the month, that payment is overdue.

2. Late payment may subject the resident to discontinuance of service, at the option of Borough Council.

ADOPTED as Resolution 2006-3 this 13th day of June, 2006.

JUNIATA TERRACE BOROUGH COUNCIL

ATTEST:

By: R. Vernon Noble
(Vice) President

Roberta Whitcof
Secretary

Read and approved by me this 14th day of June, 2006.

Mayor

Appendix Q

Implementation Documentation

Intermunicipal Agreement (IMA)

Planning Phase

Between Mifflin and Juniata Counties

RESOLUTION 2011- 3
AGREEMENT BETWEEN
THE COUNTIES OF MIFFLIN AND JUNIATA
FOR A JOINT MUNICIPAL WASTE MANAGEMENT PLAN

(Juniata County Resolution NO. 2011-4)

THIS AGREEMENT is established to document a working relationship between Mifflin and Juniata Counties in planning for, managing and/ or providing solid waste, recycling, and related services to the residents and businesses of the region;

WHEREAS, Mifflin and Juniata Counties have a long history of working together on successful regional planning efforts; and

WHEREAS, the Mifflin County Solid Waste Authority completed a "Phase 1 Waste Stream and Revenue Assurance Study" in December 2009 that recommends that Mifflin County pursue efforts to cooperate with Juniata County in joint solid waste planning; and

WHEREAS, solid waste and recycling issues specific to each County, as well as issues common to both Mifflin and Juniata Counties, can be addressed both individually and jointly by each County through a regional plan; and

WHEREAS, through a cooperative planning process there are opportunities to better address and implement the recommendations that evolve from a joint Municipal Waste Management Plan; and

WHEREAS, Mifflin County and Juniata County have each been awarded Section 901 Municipal Waste Management Planning Grants from the Pennsylvania Department of Environmental Protection, whereby each County will administer their respective Planning Grants and incur project expenses individually for the joint plan;

NOW THEREFORE BE IT RESOLVED, the Mifflin County Board of Commissioners and the Juniata County Board of Commissioners do hereby enter into this agreement on _____ May 24 _____, 2011 to cooperate and participate in the preparation of a joint Municipal Waste Management Plan.

It is understood by the parties that this plan may, by necessity, have some components that are specific to only one county. The parties further acknowledge and agree that this planning process may identify implementation components that are specific to one county, or to both counties. The parties agree to work together in the spirit of cooperation and in the interest of providing practical, environmentally sound solid waste, recycling and related services to the residents and businesses of the two counties, in implementing the recommendations of this joint Municipal Waste Management Plan.

THIS AGREEMENT may be amended at any time by the mutual consent of both parties involved. Based on the aforementioned, Mifflin County and Juniata County do hereby agree to the terms as stated.

ATTEST:

Cathy L. Romig, Chief Clerk

MIFFLIN COUNTY COMMISSIONERS

Mark A. Sunderland, Chairman

Otis E. Riden, Jr., Vice Chairman

Robert A. Reck, Secretary

ATTEST:

Sherlyn Moseby, Chief Clerk

JUNIATA COUNTY COMMISSIONERS

Jeffrey M. Zimmerman, Chairman

Dale S. Shelley, Vice Chairman

Teresa J. O'Neal, Secretary

Intermunicipal Agreement (IMA)
Implementation Phase
Between Mifflin and Juniata Counties

AGREEMENT BETWEEN THE COUNTIES OF MIFFLIN AND JUNIATA FOR IMPLEMENTATION OF A REGIONAL MUNICIPAL WASTE MANAGEMENT PLAN

THIS AGREEMENT is made between Mifflin and Juniata Counties to document continuation of a working relationship in planning for, managing and providing solid waste, recycling, and related services to the residents and businesses of Mifflin and Juniata Counties, and in implementing the Regional Municipal Waste Management Plan that has been prepared by the two counties.

BACKGROUND

A. Mifflin and Juniata Counties (the Counties) have a long successful history of working together on regional planning efforts.

B. Mifflin and Juniata Counties have prepared a Regional Municipal Waste Management Plan (Regional Plan) to provide for the long-term integrated waste management and recycling needs of the 2-County Region through waste delivery assurance measures, waste hauling and disposal contracts, enhanced recycling efforts, and other measures.

C. The Regional Plan identified the Mifflin County Solid Waste Authority Transfer Station and Recycling Depot (Facility), and the related waste and recycling operations and support services, as key components of integrated waste and recycling programs for the 2-County Region's residents and businesses; and

D. The Regional Plan recognized the clear benefits to both Mifflin and Juniata Counties in ensuring the long-term viability of the Authority and its operations as a key component of integrated solid waste management and recycling services in the Region.

NOW THEREFORE, the parties to this Agreement, intending to be legally bound, agree as follows:

1. The parties shall cooperate in the implementation of the Regional Municipal Waste Management Plan, as outlined in the Regional Plan. This cooperation may include, if and when determined necessary, in accordance with terms outlined in the Regional Plan, the possibility of implementing flow control measures through enactment of a county ordinance.

2. The parties agree to continue to work together in the spirit of cooperation and in the interest of providing practical, environmentally sound solid waste, recycling and related services to the residents and businesses of the 2-County Region, in implementing the recommendations of the Regional Municipal Waste Management Plan.

THIS AGREEMENT may be amended at any time by the mutual consent of the parties. The parties execute this agreement the 12 day June, 2014

ATTEST:

Cathy L. Romig, Chief Clerk

MIFFLIN COUNTY COMMISSIONERS

Mark A. Sunderland, Chairman

Otis E. Riden, Jr., Vice Chairman

Kevin Kodish, Secretary

ATTEST:

S. James Bahorik, County Administrator

JUNIATA COUNTY COMMISSIONERS

Jeffrey M. Zimmerman, Chairperson

Robert N. Reynolds, Vice Chairperson

Teresa J. O'Neal, Secretary

Mifflin County Region

Adoption Resolution (to be added)

Juniata County Region

Adoption Resolution (to be added)

Appendix R

Other Documents
[Reserved]

Other Plan Implementation Documents

Appendix S

SWAC Meeting Documentation

SWAC Meeting #1 - Mifflin County

Locaton of Meeting: MIFFLIN COUNTY COURTHOUSE
Meeting #: 1

Mifflin County Solid Waste Plan Update
Sign-In / Sign-Out Sheet

Date of Meeting: 9/1/10
Time of Meeting: 3 Pm

Name	Representing:	Address	Email Address	Time In	Time Out
Ashley Duncan	B&L	—	—	2:49	5:20 p
Kerry Tyson	Nittany Engineering			2:51	
Randy Leister	mcswa		hard copy		5:10pm
Lisa Smith	mcswa			2:49	5:15pm
DAVE BARDELL	Juniata Co	PO Box 68 Mifflintown PA 17059	dbardell@co.juniata.pa.us	2:45	5:08P
Dan Kochenderfer	Derry Twp	79 Eden Dr Yeagertown	dmk@acsworld.net	2:45	5:09P
Pam Sechrist	PA Clean Ways of mifflin Co		pammiff@acsworld.net	2:49	5:08
Terry Keene	B&L			2:49	5:20p
Ralph Park	Park's Garbage Service		ralph@parksgarbage.com	2:55	5:08 P.
Patty murphy	Wal-mart		Patty17084@yahoo.com	2:55	
Bill Gomes	Mifflin Co. Planning	20 N Wayne	wgomes@co.mifflin.pa.us	3:00	5:15
DAN DUNMIRE	MIFFLIN CO. CONSERVATION DISTRICT	20 WINDMILL HILL #4 BURNHAM, PA 17009	ddunmire@mifflincd.com	3:00	5:16
Dallas Stahlman	MCSD	103 Green Ave	DIS36@mcsd.k12.pa.us	3:15	5:08 PM
CATHY JOHNSON	EFFICIENT C		EFFICIENTCLLC@GMAIL.com	2:49	5:20pm

Type of Meeting: ADVISORY COMMITTEE #1

Barton & Loguidice

Mifflin County Solid Waste Plan Update
Solid Waste Advisory Committee Meeting #1

September 1, 2010
3:00 PM

Meeting Room, 2nd Floor, Mifflin County Courthouse

Preliminary Agenda

I. Introductions
   a. Consultant, Various County Staff, Other SWAC Members
   b. Role and Purpose of the SWAC Committee
   c. Importance of SWAC input
      i. from a regulatory view
      ii. from a Mifflin County view

II. Prospects for a Joint Plan Update with Juniata County
   a. Benefits of Joint Planning

III. The Phase 1 Revenue and Waste Assurance Study Summary (handout)

IV. Why Do a Plan Update Now?
   a. The current county plan
   b. Funding and grant reimbursement window
   c. Implementation of Phase 1 Study measures
   d. Substantial Plan Revision process
   e. Schedule
      i. Overall (handout)
      ii. Possible individual County SWAC plus Joint SWAC meetings
      iii. Schedule requirements of a substantial plan revision

V. Critical Strategies to Support MCSWA Operations
      i. The current situation
      ii. Preliminary list of new strategies to consider (handout)
      iii. **SWAC Brainstorm Session (a primary goal of this meeting)**
      iv. Other Goals/Issues identification for the Plan Revision

VI. Where Do We Go From Here?
      i. Next Meeting Time, Place, Location
      ii. Data gathering and needs – existing plans, municipal info., etc.
      iii. Decision on a joint plan update

VII. Other Concerns/ General Comments

VIII. Adjourn

Preliminary Brainstorming List for SWAC
Additional Revenue or Cost-Cutting Ideas
Mifflin County PA

1. **Joint Planning with Juniata County**
    a. Efficient joint planning
    b. Common services and needs
    c. Recyclables dropoff service in exchange for waste delivery?
    d. Joint disposal capacity RFP?
    e. Waste security to MCSWA facilities
    f. Other?
2. **County-level assistance with post-closure care at closed Barner LF,** and possible establishment of a fund to eliminate the need for a County Letter of Credit (over time)
3. **Reinvestigate available state and federal grants** to increase system revenue
4. **Develop Revenue-Generating Business**(es) at the MCSWA Site.
    a. WeCare project possibilities
    b. Eco-Friends Inc. possibilities
    c. Other?
5. **Generate Some Income from the Closed LF Site/ Energy Potential**?
    a. ECC contract/ status
    b. LF gas development potential
    c. Other carbon credit opportunities, REC's?
    d. Photovoltaic (PV) installation on closed LF cells, or nearby
    e. Wind
    f. Efficiency improvements?
    g. Other?
6. **Volume discount contracts w/ MCSWA** - Any way to encourage delivery of more waste to MCSWA?
7. **Possible services to western Snyder or Union Counties** (recyclables and waste), under a financial/ other arrangement with Lycoming Co?
8. **Cost/ benefit analysis of recycling programs offered** - assess new recycling pull fee costs vs. revenues and grants, "cost center" analysis?
9. **Bidding for recyclables sales contract** – monthly or longer period
10. **Expand/ improve recycling services and efficiencies/ cooperative services, increase revenues** – to municipalities such as Lewistown
11. **Confirm current reduced MCSWA staffing vs. needs** – where we are
12. **Any additional internal operations cost-cutting opportunities?** – what's been done
13. **Alternatively, budgeting for needed capital projects** – needs, sources of funds?
14. **Make MCSWA employees part of the County's staff** (a county department, similar to Lycoming)?
15. **Partnering/ or making MCSWA's operation a part of larger SWA operation** – possibly coordinated with Lewistown Borough, Centre Co. SWA, or Lycoming County; to benefit from a larger operation and finances, better sharing of services.
16. **Privatize current MCSWA operations** – Authority could sell or lease facilities

What else??

Table 1 Phase 1 Report Action Plan Recommendations and Implementation Status as of September 2010	
Action Item	**Task Status**
A. New Volume Discount Contracts with eligible large-volume waste haulers.	1. TWO HAULER CONTRACTS EXECUTED
B. Implement the "pull fees" for recyclable bins at commercial and school sites throughout the County.	1. FEES IMPLEMENTED
C. Implement Personnel changes as recommended in study.	1. PREVIOUS OFFICE MANAGER IS NOW GENERAL MANAGER OF AUTHORITY 2. FORMER EXEC. DIR. ENGINEERING DUTIES NOW OUTSOURCED AS PRIVATE ENGINEERING CONTRACT 3. GENERAL MANAGER IS COUNTY RECYCLING COORDINATOR 4. 903 GRANT REIMBURSEMENT REQUESTS SUBMITTED FOR 50% OF RECY. COORD 5. IN LIEU OF ADDITIONAL COMPENSATION FOR NEW DUTIES, ASSIGN OUTGOING ED'S COMPANY VEHICLE TO NEW GENERAL MANAGER
D. MCSWA staff to continue investigating ways to lower costs of benefits/ other operating costs of the Authority.	1. MANY ADJUSTMENTS MADE IN PAST TWO YEARS
E. Confirm financial assumptions for determining a revised 2010 budget	1. 2010 BUDGET REVISED
F. Perform multi-year Authority budget forecasts	1. ONGOING
G. Allocate funds, as available, to rebuilding reserves and funding of capital replacement and maintenance.	1. 2010 BUDGET CONTAINS A SMALL LINE ITEM FOR MAINTENANCE AND CAPITAL REPLACEMENT
H. Meet with the County Commissioners to discuss funding for post-closure maintenance of the Barner Landfill	1. ACTION STILL REQUIRED
I. Execute the PADEP grant agreement to receive 901 planning grant funds for Phase 1 and Phase 2 of this study.	1. GRANT AGREEMENT EXECUTED 2. PHASE 1 REIMBURSEMENT REQUEST SUBMITTED

Table 1 - Continued Phase 1 Report Action Plan Recommendations and Implementation Status as of September 2010	
Action Item	**Tasks Status**
J. Discuss/ encourage joint county municipal waste management planning with Juniata County, with potential common planning goals and strategies to support the MCSWA facilities.	1. JUNIATA COUNTY APPLIED FOR 901 PLANNING GRANT, AWARD IMMINENT 2. MET WITH JUNIATA AND MIFFLIN CO. PLANNERS; DISCUSSED PHASE 1 REPORT FINDINGS 3. JOINT PLAN UPDATE CURRENTLY IN DISCUSSION, POSITIVE OUTCOME EXPECTED
K. Conduct the Phase 2 Mifflin County Solid Waste Plan Update process, to document, incorporate, and implement recommendations of the Phase 1 Study and to meet other plan update requirements (of the 2003 plan) with PADEP.	1. B&L AUTHORIZED TO CONDUCT SOME OF PHASE 2 TASKS 2. MIFFLIN SWAC ESTABLISHED 3. JUNIATA SWAC PENDING 4. JOINT PLAN UPDATE COORDINATION PENDING

L. Monitor the status of proposed state legislation on recycling/administration fees, and if enacted (or not enacted) into laws by the state, consider incorporating such fees in the Authority's budgeting and rate structure as appropriate.	1. CONTINUE TO MONITOR AND ADAPT TO CHANGES ACCORDINGLY

Meeting Synopsis
MIFFLIN COUNTY SWAC COMMITTEE MEETING #1
SEPTEMBER 1, 2010

- Terry Keene (TDK) of Barton & Loguidice (B&L) lead introductions; reviewed the role of the SWAC; discussed the history of solid waste activities in Mifflin Co.; and discussed the history of joint planning with Juniata and Mifflin Counties. Both Mifflin and Juniata Counties are receiving planning grants from PADEP to pay up to 80% of the plan update costs.
- Three goals of the Phase 1 Study done by B&L for the Mifflin Co SWA in 2009 were: to increase revenues, secure tonnages, and decrease costs of the MCSWA's operations. Many strategies have been implemented.
- Key strategies from the Phase 1 Study were;
    - Volume discount contracts executed (Park's Garbage Service and Cocolamus Creek Disposal), and landfill negotiations with Waste Management (WM) that passed discounts through to haulers. Contracts have been in effect since Jan. 2010.
    - There are 65+ recycling bins stationed throughout Mifflin County. Historically, these were formerly handled for free, a $25 per pull fee is now charged at some sites to offset costs.
    - The MCSWA staff has been reduced by three from what it was originally.
    - Mifflin and Juniata Counties should plan and work together; thus, Juniata and Mifflin Counties are now conducting this joint SWMP update.
    - Other strategies and status were discussed.
- Mifflin County was able to project a balanced 2010 projected budget, and to start to set aside a small reserve fund to help pay for future maintenance and replacement costs, etc.
- Kerry Tyson discussed post closure requirements and costs at the Barner Landfill (LF)
- TDK discussed plan update process, deadlines, comment periods, and projected project schedule. Late spring/ early summer 2011 is a preliminary target date to have a draft plan ready for review and comment.
- We are assuming this will be a Substantial Plan Revision, and if so, the 50-50 adoption rule applies – you need at least half of the municipalities (in each County), representing at least half of the population in each county, to say yes to approve the plan update, for the plan update to be ratified in each county.
- Dave Bardell suggested that we use the County newsletter be used to disseminate project information quickly to municipalities.
- The group discussed possible issues and topics that the plan may want to consider addressing included:
    - Anti-burning ordinance; sample ordinance in plan
    - Increased recycling
    - Increased revenues
    - Sustainability of the current operations
    - County helping to pay for post-closure costs of the County's Barner LF; for a 10th of 1 mil in county tax, could probably cover the post-closure costs
    - Raising tipping fees to haulers
    - Flow control (alternative or contingency) or private enterprise (if cheaper than Authority operations)
- Lisa Smith suggested that MCSWA might be willing to consider helping to coordinate or provide recycling services into Juniata County, in return for a commitment by Juniata to deliver its wastes to the MCSWA transfer station.
- Menu plans were discussed; Mifflin County Transfer Station contract (long-haul and disposal) is up on 12/31/2014; volume discount hauler contracts expire at the end of 2012; Lisa would like to have renegotiations with the haulers by 6/30/2012.

- Some possible cost-cutting/ revenue increasing strategies discussed were:
    - Landfill gas recovery options at the Barner LF – small LF, gas production is dropping off; feasibility of this is still being evaluated – B&L will present this information to the SWAC
    - Cooperative approach with Lycoming County for waste and recycling services in western Snyder and Union counties
    - Making the Authority staff part of the County staff
    - WeCare project(s) as a possible revenue source, perhaps located at MCSWA site
    - Eco-Friends program as possible revenue source, perhaps located at MCSWA site
- A followup Mifflin SWAC meeting was scheduled for September 15th, to brainstorm possible additional revenue alternatives, and to further identify issues in the County that the plan update should address.

DETAILED MEETING NOTES - Final

Mifflin County SWAC - Solid Waste Plan Revision

Mifflin Advisory Committee Meeting #1

Date of Meeting:	3:00 PM, Wednesday, September 1, 2010
Meeting Location:	Mifflin County Courthouse Lewistown, PA
Meeting #:	Mifflin SWAC Meeting #1
Attendees:	See Attached Sign-in Sheet

Terry Keene from Barton & Loguidice welcomed everyone to the meeting. He commented that there are some new faces and some that have worked on plan updates in Mifflin County previously. Terry asked everyone to introduce themselves.

Terry Keene of Barton & Loguidice (B&L): previously with Gannett Fleming when he helped write the previous 2003 Mifflin County Solid Waste Plan Revision.
Ashley Duncan of Barton & Loguidice: worked on the Lancaster Solid Waste Plan revision with B&L in 2009, and worked on the Phase 1 Study for the Mifflin County Solid Waste Authority in 2009.
Cathy Johnson of EfficientC: teamed with B&L, takes notes from meetings, currently working on the Lycoming Regional Solid Waste Plan with B&L.
Ralph Park: Park's Garbage Service
Pam Sechrist: Coordinator for PA Cleanways in Mifflin County. They help clean up illegal dumpsites.
Dan Kochenderfer: Derry Township Planning Commission
Bill Gomes: Planning Director, Mifflin County Planning and Development Department
Dan Dunmire: Mifflin County Conservation District, County Planning Commission
Patty Murphy: Store Manager of the Lewistown Walmart
Dave Bardell: Planning Director, Juniata County, and Juniata Co. Recycling Coordinator
Lisa Smith: General Manager of MCSWA, Mifflin Co. Recycling Coordinator
Randy Leister – Mifflin Co SWA, Derry Twp. Sewer Department
Kerry Tyson: formerly the Director of the Mifflin County SWA, currently with Nittany Engineering, assisting the MCSWA and Terry Keene from B&L with this project
Dallas Stahlman: Mifflin County School District

<u>Discussion (following the agenda items)</u>

I. a) Terry advised that we should dedicate time to put into the brainstorm sessions on today's agenda. He commented that we have a wide range of experience on this Advisory Committee and we need the time to get opinions. Terry commented that a few of the Committee members were not present (Bob Kibler from the Borough of Lewistown; the Pheasant Valley Recycling Representative). Terry is hopeful that all will be able to attend future meetings so we can have coordination.

b) Terry explained that the State recommends the involvement of a Solid Waste Advisory Committee for most plan updates. A SWAC committee is required for a Substantial Plan Update, and is recommended for a Non-Substantial Plan Update. We are currently following the path of a Substantial Plan Update here. Terry commented that we will try to disseminate meeting notes and updates via email.

Terry commented that from his experience, when he was involved in the last Mifflin County update, a lot of good input was received from the Advisory Committee. He and Kerry Tyson commented that the 2003 plan included discussions about closing the Barner Landfill, and a feasibility study for opening a new transfer station. The transfer station was then designed, built and was opened soon after the plan finished. Lisa Smith is now the General Manager of the MCSWA for that transfer station. During the last Plan Update, the study focused on things that were important to Mifflin County at the time. This time, we have new issues to address in the Plan.

II. Prospects: Terry asked Dave Bardell from Juniata if they heard anything from DEP on funding. Dave commented that he heard Juniata had been awarded some grant money for solid waste planning. Terry said there is a good history of Mifflin and Juniata Counties conducting joint planning. Kerry stated that historically, Mifflin County has served the solid waste needs of Juniata County, and there are a lot of benefits to do this plan update as a 2-county plan. Dave Bardell shared his thoughts, stating that currently they are trying to establish their own Solid Waste Advisory Committee. Right now he has 6-7 people committed, with a few more possibilities. He believes he has the support of the three County Commissioners, which will help. With that, Terry asked the group if there were any comments on doing a 2-county plan; there were no comments.

Terry stated that regarding the schedule for conducting a joint plan, there should be both joint meetings of the two SWACs as well as some individual meetings of each SWAC. Kerry commented that we may end up with two separate plans but each may have many components that interlock. These are two rural counties that have worked a lot together in the past, so common goals equals a common plan. Terry added that hopefully the new plan update can be reflected by one plan document, minimizing where individual county components of one chapter or another are needed to express the desires or strategies of one county or the other individually.

III. Phase 1 Study: Kerry stated that he was on staff with the MCSWA through the entire previous “Phase 1 Study” that was conducted by B&L in 2009. The goals of that study were to increase revenues, secure tonnages and decrease costs of the MCSWA’s operation. It is important to try to achieve those three goals. When tonnages dropped at the Authority’s transfer station, revenues unfortunately dropped, requiring action to counter this situation. Table 1 (handout) was distributed to the SWAC, a summary action

plan that came out of the Phase 1 plan report. To help identify strategies for the Phase 1 plan, a group of "stakeholders" gathered and brainstormed, identifying and prioritizing nearly 30 potential ideas to pursue.

Terry indicated that we would be happy to distribute the entire list of Phase 1 strategies, if the SWAC wants to see it. Some of the key strategies that were implemented are as follows: 1) There were volume discount contracts executed (Park's Garbage Service and Cocolamus Creek Disposal), and landfill negotiations with Waste Management that passed discounts through to haulers. Contracts have been in effect since January 2010. 2) There are 65+ recycling bins stationed throughout Mifflin County. Historically, bins were picked up and replaced by MCSWA, emptied, sorted, and the recyclable materials marketed at no charge. Most people think that recycling doesn't cost money, but it's just like any utility; a $25 per pull fee is now charged at some sites to offset costs. Kerry said it's a bottom figure of what could have been charged. 3) The SWA now staffs 3 less than it was originally; it is a significant reduction in a relatively small staff. Kerry Tyson is now providing engineering services to Mifflin County Solid Waste Authority through Nittany Engineering. In addition to her General Manager duties, Lisa Smith is now the County Recycling Coordinator and is in charge of reporting county recycling activities to the state. 4) Joint planning and common goals: Terry stated that Mifflin and Juniata Counties are in a good position to plan for solid waste and recycling activities together, and joint planning provides many benefits for all parties. 5) No action has been taken by the state legislature on proposed legislation authorizing new county administrative fees; even if authorized, he said it is unlikely that it would have an impact on this plan, or that it would be added to MCSWA's gate fees.

These are just a few of the recent changes implemented by the Authority in order to increase revenues and/or reduce costs. Lisa commented that because of these cost reductions, the Authority was able to balance their 2010 projected budget and to begin to set aside a small reserve fund to help pay for future maintenance and replacement costs, etc.

Kerry commented that once you close a landfill, you still have to monitor that landfill for leaks, look for groundwater contamination, etc. He said it is difficult when the cost for those duties is put on the transfer station. He stated that they were able to get groundwater monitoring frequency reduced from quarterly to semi-annually, but it's still a major cost in the Authority's budget. Kerry said post-closure monitoring of the landfill is still required.

The County has requested reimbursement from DEP for most of the cost of the Phase 1 Planning Study, under the current 901 planning grant. The application was originally applied for on April 6, 2010; hopefully we're close to getting the money back. Bill

Gomes and Lisa Smith reported that the reimbursement request was recently resubmitted to DEP for review, and it's preliminarily approved to go to the Comptroller. The Comptroller has to pass it on to the Treasury, and that means reimbursement is still about 6-8 weeks out. Bill said it was an ordeal, but feels they are past the hurdle. Terry commented that it's moving along as well as can be expected.

IV. Why Do a Plan Now: Terry began explaining that the current plan was approved in 2003, and DEP requests counties to begin updating their plans three years before they expire, so a new plan update is due to be started now. Terry's Consultant Team has items from the Phase 1 study that they'd like to put in the plan update. DEP has awarded 901 planning funds for up to 80% of Mifflin County's eligible Plan Update Costs, and Juniata County has been notified by DEP that it should receive similar financial support for its portion of plan update costs. There is a two-year window in which to spend the grant funds, so it is important to move ahead with the plan update in a timely basis now. Terry handed out a suggested project schedule for the Plan Update.

Terry explained that Mifflin's Planning grant pays for up to 80% of both the Phase 1 Study and Mifflin County's share of the Phase 2 Plan Update. The 901 planning grant agreement was signed on January 20, 2010, and all costs have to be submitted for reimbursement by January 20, 2012. Lisa asked if it would be wise to request a one-time 90-day extension to the grant deadline. Terry commented that may be wise to do so, if we plan to do a joint plan with Juniata County. Kerry said that Juniata is currently behind Mifflin County in the planning process. Terry said that within about a month, Juniata should have their first SWAC meeting, so they may only be about a month behind Mifflin County on the schedule, and this can be accommodated in adjusting eh joint plan update schedule.

Terry stated that we'll hold on the discussion of the status of a possible WeCare project in Mifflin County at this meeting, as noted on the schedule; it is a private entity that may bring a project into the County. We have time to talk about it.

Terry continued on the schedule, stating that in September, Mifflin and Juniata would have SWAC meetings. In November, it is suggested that both counties have a joint SWAC meeting. Then it repeats again in January/April. The items in yellow are tasks, and they represent working on the study and putting the plan together, such as estimating needs, looking at recycling, coming up with recommendations, looking at special issues, putting together a draft plan, reviewing it, etc. There are approximately 13-14 items the State requires this plan to review.

Terry continued, saying that next April (+/-), we should have a draft plan to put out for comment. With a Substantial Plan Revision, we have to allow a 90-day comment period

and, some time during that period, we have to have a public hearing, one in Mifflin County and one in Juniata County. Then, time is required to look at the comments, develop a response document, finalize the plan. Next, the two counties would each adopt the Plan Update in their respective counties; it then would go to the municipalities in each county for ratification. They decide if they want to approve it, disapprove it, or make comments. They have 90-days to do that. If after 90 days there is no action, it means it's automatically approved by that municipality. It's a long process to meet the state requirements (for the Substantial Plan Revision), so we may want to ask for the 90-day schedule extension in the grant. Dave asked if it's really going to take that long. Terry feels it really will take 8-10 months for approval (2 separate 90-day periods), if we are required to follow the Substantial Plan process. Terry stated that the 2003 plan was a non-substantial plan update, which only required a 30-day plan comment period. Dave noted that with this plan, there will be more time for the approval process. If all municipalities respond immediately, we can pick up some time. Dave asked what are the implications on whether the municipalities adopt this or not. Terry commented that this SWAC makes recommendations to the County Commissioners to adopt it. He feels the municipalities would have a hard time saying they don't want to be a part of it, but they can reject it. There is a 50-50 adoption rule - you need at least half of the municipalities (in each county) to say yes to approve the plan update, and they have to represent at least 50% of the population of the counties involved, in order for the plan update to be ratified in each county.

Ralph Park said his county (Huntington) said it would put more burden on them to enforce it. He commented that the responsibility is on the counties. Certain issues can come up at the last minute which can drag this process out. We can modify the plan, so let's get out to the point of ratification and get the issues of the counties resolved. Dave Bardell suggested that we use the County newsletter as a vehicle to get the information out to all of the municipalities, to get the information out quicker. Communication is very important, and we can work through some uplink of Townships through their newsletters or other ways of communicating with their residents. Terry said that DEP sometimes requires that if a municipality wants certain grant funding, you have to pass an ordinance not to burn recyclables. Ralph Park stated that was one of the issues in Huntington County and making it mandatory to recycle. Ralph said the public shows concerns when big government gets involved and tells them what to do.

Terry asked what issues are there in the counties and what should the plan address. Lisa said one of the defining factors on how the two counties can work together (Mifflin and Juniata) in a joint plan is the concept of recycling services being provided to Juniata County in return for a commitment of waste deliveries to the MCSWA transfer station by Juniata County. This will be investigated in the plan. We have to work in cooperation as much as we can. Dave said they've participated in Joint Plans previously with Mifflin

County and Perry County. There was nothing controversial about a Joint Hazard Mitigation Plan, but we will have to see how this one develops. There are separate issues that may cause some discussions in ordinances such as an anti-burning ordinance. Lisa reported that in Mifflin County, municipalities have 3 years to implement anti-burning ordinances (that's the deadline). It's a very open ended ordinance – you can write them as lenient as you want. Lisa said Derry Township is a great example of a lenient approach. Ralph Park said Huntington was trying to get picky on anti-burning. Lisa questioned whether we would even address this in the plan update. These plans are goals; they don't necessarily have to set laws or ordinances. These are recommendations for the County on what they want to accomplish. Terry responded that it might be a good idea if we put a model anti-burn ordinance in the plan appendices, so if some municipality desires to implement this, and needs a sample ordinance, we can provide that. Lisa said the Township and Boroughs have been mailed Mifflin's anti-burn ordinance for comment. We are not going to enforce banning burning. The Plan may recommend banning burning, but that's a township issue as an approach to get to the end. Patty Murphy from Walmart said where she lives, she feels burning happens all the time. Terry reminded everyone that DEP may restrict some local grant funding if the municipality doesn't have the ordinance for burning in place. Lisa said the leaf collection program is in place and allows residents to burn other items, so you have to try to change the way of doing it before you stop it.

Terry stated that one of the purposes of the SWAC is to find out what the Advisory Committee would like to see addressed, rectified, improved, increased, etc. Kerry commented that these things are what get discussed to figure out the best way to do it in the future.

V. Critical strategies: Terry handed out a list of strategies for discussion purposes, which can potentially further increase revenues and/or tons in the Authority's operations. Currently, waste tons are down in lots of places across the U.S. In a poor economy, people purchase and discard less goods, so waste is down, and it hurts the revenue side of many waste handling operations. Would more recycling be a possibility? Pam Sechrist asked if recycling is put in with the waste tonnage. Lisa Smith commented that when a hauler is charged at the Transfer Station, he pays for what's in his truck, excluding recyclables. Ralph provides recycling and waste services, and it's built into his waste disposal fee. If you're charging the same price for recycling containers, there's no incentive. Lisa commented that we're trying to reduce tonnage going to disposal. She advised that if the MCSWA hadn't stabilized their finances for 2010, tonnage and revenues would have continued to drop off. Lisa said we're looking at alternate sources of revenues to keep that operation going and to help improve the Authority's budget and sustainability. Pam asked if waste fees could be put in a tax base. Terry said that's

something we usually try to avoid, because it's a hard sell with politicians and taxpayers; on the other hand, it is still an option.

Kerry said the Authority is revenue-based; their income is derived from what crosses the scales plus recycling pull fees; there's currently no tax dollars involved. Lisa said the Authority is independent from the county, and self-sufficient. Item #2 on the critical strategies list talks about new strategies to consider, so maybe the County can step up and help support the post-closure costs at the County's closed Barner landfill. Lisa asked why people utilizing the transfer station should have to support that cost. She continued stating that for a 10th of 1 mil in county tax, we could cover those post-closure costs, but it would take the support of the County Commissioners. Pam said that it's been the same way forever, since she was a child, so she doesn't know why it would be so difficult to propose a tax. Kerry said the obvious revenue alternative would be to raise tipping fees to the haulers, but that's not a good option because then the haulers would consider taking the wastes elsewhere.

Ralph Park said with industrial accounts, when you have a plan, it doesn't include the industrial customers. Terry confirmed that this is a municipal waste plan update. Ralph said if the haulers can find cheaper avenues, they would take it elsewhere. If he has to take industrial waste somewhere else because the landfill doesn't take industrial, then the haulers don't meet their requirements, and it causes him to pay more. He then has to decide to go elsewhere in order to reduce his costs. Ralph thinks that when you try to force flow control, you have a hard time trying to get cooperation. Terry said flow control is an option to talk about in this study, but maybe as an alternate to other options. Kerry commented that it has to prove beneficial to its citizens before you implement flow control.

The approach we took in the Phase 1 study is that we wanted to work together with the haulers without instituting a requirement. That's why we now have large-volume discount contracts. It's a key outcome of the Phase 1 study. As a backup measure (we currently hope to rely on contracts for the next 10 years), what does the county do then if sufficient waste is not delivered – we still have to meet the financial requirements of the Authority. One possible approach is to develop a flow control ordinance as a contingency, and it would not be implemented unless something fell apart with the large volume contracts. The grant money allows us the time and effort to study options under DEP regulations, and to stay ahead of the game instead of behind it, in case the Authority would have major deficits of tonnage due to breach of contract. Kerry said let's say the hauler who signed the agreement sells out. It's more of a protection mechanism. He sees that 90% of time they work with the haulers and do negotiations before they consider flow control anyway. Ralph asked, isn't it also true that all the county has to do is provide the service (make sure service is provided); couldn't free enterprise do the same

thing? DEP doesn't say you must have a solid waste authority, they just say you have to provide the service, right? Ralph said there should be a contingency that if private enterprise can do it cheaper, it can be implemented before flow control is implemented. Lisa said that might be how it would happen anyway. Ralph said it scares him because there should be more than one option. Kerry said he understands Ralph's concerns; it might be nice to consider having that as an option (hauler doing it privately before flow control implemented). The Northern Tier did it a different way, they collect it then set prices, etc. A discussion on public versus private services, fees, etc. ensued. Lisa stated that the Authority would probably not add an administrative fee to their tipping fee because that would increase fees and take them out of the competitive option.

Ralph said he likes a "menu plan" solid waste plan because it allows for options like fuel. He said that is one of the reasons he bases his trucks out of Lewistown. He'll pay a little more to bring it to the Mifflin County Transfer station because it made sense. Kerry said the county plan might set up a menu list of places you can take it. Mifflin County is currently taking its transfer station waste to Laurel Highlands Landfill. Ralph asked Lisa about her current transfer station contract; it is up on 12/31/2014. The volume discount hauler contracts expire at the end of 2012. She'd like to have renegotiations with the haulers by 6/30/2012. The timeline shows the beginning of 2012.

Terry said that due to time constraints, he would be paraphrasing some ideas on the cost cutting/revenue increasing strategies list (handout):

- Post-closure care of the closed landfill puts additional costs on the transfer station.
- #5 - Landfill gas recovery options at the closed landfill may be limited; the landfill was relatively small, and gas production is dropping off. This may have an impact on terms of any deal for capturing methane gas and generating electricity. B&L is looking at the feasibility of this; we will present further information to the SWAC on this at a later time.
- #7 – part of these counties butt up against Lycoming and some of their waste goes there, so some sort of cooperative approach may be possible.
- Mifflin currently has 6 full-time and 3 part-time employees. Within the last year, they've made pretty significant cuts in staff. They are doing more with less. It would be hard to consider cutting anyone else. If more waste comes, you'll need more staff. Patty at Walmart said that kind of impact everywhere; everyone is picking up the slack due to cuts in employees. Kerry commented about Lisa's extra duties because of the limited staff she has. Lisa needs to come up with more funding, and that's hard to budget for since she needs a new scale, etc. It doesn't make it easy to plan. Is there any advantage to make the Authority staff part of the county staff - would there be any benefit to that? Lisa said there was a preliminary investigation pertaining to that. It would have to be a complete merge

in order for the county to include them in benefits, etc., but they can't just extend out insurance coverage to Authority staff. There's a 20-acre liability there to consider (see #15). It's not an easy negotiation process because of the issues involved.

- #4 – Kerry commented on WeCare. It is a multi-faceted company that deals with sewage sludge, and they are interested in locating a processing facility at the Authority's site. There is a landfill and a transfer station there, they are trying to find out who is interested in having WeCare provide sludge management services; this may involve a windrow composting operation. If they leased some property from the Authority, they may be needing the support of Authority staff to help run the facility, creating some new revenue to the Authority. WeCare needs to come back to say they can do this for "X" dollars per ton. If enough are interested, they would do permitting, and design. While they bought the rights to a vermicomposting company (Vermitech), it's not developed enough to use it for more investments. They are looking more into other forms of sewage sludge processing. It could be a long-term source of income for the Authority. It has potential to grow.

  Bill said WeCare has talked to Centre County, and Juniata County (2nd largest county of chicken manure in the state). He has sufficient letters of interest (Granville, Lewistown and Bratton) have been secured (or are near) to allow further feasibility analysis by WeCare. There is a misunderstanding between Lewistown and Burnham that needs to be addressed. Lisa and Kerry have been helping with followup discussions with municipal entities. The problem is that lots of places have liquid sludge. The group met with Granville after they met with Lewistown and it went well. Dan Dunmire said that McVeytown and Brown Township bought a farm. He needs to run numbers and see if there's feasibility for it. WeCare seemed to drop the ball on this thing for a while, and Kerry said Lisa took the ball and ran with it and he gives them a lot of credit to get this moving along again. It's a potential that looks like one of the better things on the horizon for additional sources of income for the Authority.

- Lisa commented about Eco-Friends. It's a possible option for recyclables processing, but nothing has developed yet. MCIDC and the County Commissioners are discussing possible locations for this project, and whether Authority staff could be involved. There's not a lot to say about it at this point. The two projects (WeCare and Eco-Friends) may clash with each other, and it may work out that we'd have to do one or the other; there could be some interference. Pam asked if Eco-Friends would take other recyclables. Lisa said in order for them to expand services into that area, they would have to outlay more

cash to fund those programs. Lisa said why reinvent programs we already have, as opposed to solving the sludge issue we have. The whole purpose of WeCare is to keep sludge out of landfills and reuse it for a viable product. The Eco-Friends concept is much more widespread. They are looking at digging up old landfills and reusing that material to recycle it. She doesn't know if they have gone through the state for approval on that. There's not enough information on it yet.

Terry asked everyone for their opinion on where we go from here. He stated that we covered a lot of territory in this first meeting. He would like to know what this group sees as the problems in Mifflin County that need addressed. He asked if we should continue meeting, having another meeting soon, wait, to get further feedback on possible revenue-generating ideas. Dallas Stahlman from the School District said the sooner the better. Patty from Walmart has inventory at the end of month so she has limited availability. Terry suggested September 15th at 3PM. Everyone agreed. Patty from Walmart will email her list of ideas to Lisa for her to present at the next meeting since Patty cannot make it. The next meeting (on the 15th) will be to discuss revenue alternatives and issues in the County. Terry asked everyone to please log their time out on the sign-in sheet.

Meeting adjourned 5:07 PM.
Respectfully submitted,
Cathy Johnson, EfficientC

SWAC Meeting #2 - Mifflin County

Locaton of Meeting: Mifflin Courthouse

Meeting #: 2 SWAC

Mifflin County Solid Waste Plan Update
Sign-In / Sign-Out Sheet

Date of Meeting: 9/15/10

Time of Meeting: 3:00 pm

Name	Representing:	Address	Email Address	Time In	Time Out
Sam Dechrist	PACleanways	PO Box 63 Mattawana PA 17054	pammiff@acsworld.com	2:50	4:45
Dallas Stallman	MCSD	103 Green Ave Lewistown	D1536@mcsd.k12.pa.us	256	4:45
Dan Kochenderfer	Derry Twp	79 Eden Dr Yeaser Town	DmK6@verizon.net	2:50	4:45
Bob Kibler	Borough of Lewistown	2 E Third St	refrecy@acsworld.net	2:50	4:45
Kerry Tyson	Nittany Engineering	2936 Earlystown Road, Suite 1 Centre Hall PA 16828	ktyson@nittanyengineering.com	2:50	4:45
Bill Gomes	Mifflin County			3:00	4:45
DAN DUNMIRE	MIFFLIN Co. CONS. DIST. MCSWA	20 WINDMILL HILL #4 BURNHAM, PA 17009	ddunmire@mifflincd.com	3:00	4:45
TERRY KEENE	BARTON + LOGUIDICE			2:50	4:45
CATHY JOHNSON	EFFICIENT C			2:50	4:45

Type of Meeting: MIFFLIN SWAC #2

Preliminary Brainstorming List for SWAC
Additional Revenue or Cost-Cutting Ideas
Mifflin County PA

1. **Joint Planning with Juniata County**
    a. Efficient joint planning
    b. Common services and needs
    c. Recyclables dropoff service in exchange for waste delivery?
    d. Joint disposal capacity RFP?
    e. Waste security to MCSWA facilities
    f. Other?
2. **County-level assistance with post-closure care at closed Barner LF,** and possible establishment of a fund to eliminate the need for a County Letter of Credit (over time)
3. **Reinvestigate available state and federal grants** to increase system revenue
4. **Develop Revenue-Generating Business**(es) at the MCSWA Site.
    a. WeCare project possibilities
    b. Eco-Friends Inc. possibilities
    c. Other?
5. **Generate Some Income from the Closed LF Site/ Energy Potential**?
    a. ECC contract/ status
    b. LF gas development potential
    c. Other carbon credit opportunities, REC's?
    d. Photovoltaic (PV) installation on closed LF cells, or nearby
    e. Wind
    f. Efficiency improvements?
    g. Other?
6. **Volume discount contracts w/ MCSWA** - Any way to encourage delivery of more waste to MCSWA?
7. **Possible services to western Snyder or Union Counties** (recyclables and waste), under a financial/ other arrangement with Lycoming Co?
8. **Cost/ benefit analysis of recycling programs offered** - assess new recycling pull fee costs vs. revenues and grants, "cost center" analysis?
9. **Bidding for recyclables sales contract** – monthly or longer period
10. **Expand/ improve recycling services and efficiencies/ cooperative services, increase revenues** – to municipalities such as Lewistown
11. **Confirm current reduced MCSWA staffing vs. needs** – where we are
12. **Any additional internal operations cost-cutting opportunities?** – what's been done
13. **Alternatively, budgeting for needed capital projects** – needs, sources of funds?
14. **Make MCSWA employees part of the County's staff** (a county department, similar to Lycoming)?
15. **Partnering/ or making MCSWA's operation a part of larger SWA operation** – possibly coordinated with Lewistown Borough, Centre Co. SWA, or Lycoming County; to benefit from a larger operation and finances, better sharing of services.
16. **Privatize current MCSWA operations** – Authority could sell or lease facilities

What else??

Table 1 Phase 1 Report Action Plan Recommendations and Implementation Status as of September 2010	
Action Item	**Task Status**
A. New Volume Discount Contracts with eligible large-volume waste haulers.	1. TWO HAULER CONTRACTS EXECUTED
B. Implement the "pull fees" for recyclable bins at commercial and school sites throughout the County.	1. FEES IMPLEMENTED
C. Implement Personnel changes as recommended in study.	1. PREVIOUS OFFICE MANAGER IS NOW GENERAL MANAGER OF AUTHORITY 2. FORMER EXEC. DIR. ENGINEERING DUTIES NOW OUTSOURCED AS PRIVATE ENGINEERING CONTRACT 3. GENERAL MANAGER IS COUNTY RECYCLING COORDINATOR 4. 903 GRANT REIMBURSEMENT REQUESTS SUBMITTED FOR 50% OF RECY. COORD 5. IN LIEU OF ADDITIONAL COMPENSATION FOR NEW DUTIES, ASSIGN OUTGOING ED'S COMPANY VEHICLE TO NEW GENERAL MANAGER
D. MCSWA staff to continue investigating ways to lower costs of benefits/ other operating costs of the Authority.	1. MANY ADJUSTMENTS MADE IN PAST TWO YEARS
E. Confirm financial assumptions for determining a revised 2010 budget	1. 2010 BUDGET REVISED
F. Perform multi-year Authority budget forecasts	1. ONGOING
G. Allocate funds, as available, to rebuilding reserves and funding of capital replacement and maintenance.	1. 2010 BUDGET CONTAINS A SMALL LINE ITEM FOR MAINTENANCE AND CAPITAL REPLACEMENT
H. Meet with the County Commissioners to discuss funding for post-closure maintenance of the Barner Landfill	1. ACTION STILL REQUIRED
I. Execute the PADEP grant agreement to receive 901 planning grant funds for Phase 1 and Phase 2 of this study.	1. GRANT AGREEMENT EXECUTED 2. PHASE 1 REIMBURSEMENT REQUEST SUBMITTED

Table 1 - Continued Phase 1 Report Action Plan Recommendations and Implementation Status as of September 2010	
Action Item	**Tasks Status**
J. Discuss/ encourage joint county municipal waste management planning with Juniata County, with potential common planning goals and strategies to support the MCSWA facilities.	1. JUNIATA COUNTY APPLIED FOR 901 PLANNING GRANT, AWARD IMMINENT 2. MET WITH JUNIATA AND MIFFLIN CO. PLANNERS; DISCUSSED PHASE 1 REPORT FINDINGS 3. JOINT PLAN UPDATE CURRENTLY IN DISCUSSION, POSITIVE OUTCOME EXPECTED
K. Conduct the Phase 2 Mifflin County Solid Waste Plan Update process, to document, incorporate, and implement recommendations of the Phase 1 Study and to meet other plan update requirements (of the 2003 plan) with PADEP.	1. B&L AUTHORIZED TO CONDUCT SOME OF PHASE 2 TASKS 2. MIFFLIN SWAC ESTABLISHED 3. JUNIATA SWAC PENDING 4. JOINT PLAN UPDATE COORDINATION PENDING

L. Monitor the status of proposed state legislation on recycling/administration fees, and if enacted (or not enacted) into laws by the state, consider incorporating such fees in the Authority's budgeting and rate structure as appropriate.	1. CONTINUE TO MONITOR AND ADAPT TO CHANGES ACCORDINGLY

Meeting Synopsis
MIFFLIN COUNTY SWAC COMMITTEE MEETING #2
SEPTEMBER 15, 2010

- Terry Keene (B&L) reviewed our tasks for this meeting, primarily completion of issues identification for the plan update, and the brainstorming of strategies to help keep the MCSWA operations economically sustainable.
- A discussion of Juniata County's recent bid for recycling drop-off site services was discussed. Two bids were received, but it is believed the costs were quite high.
- There may be an opportunity here for the MCSWA to be involved in some way in expanding Juniata County's recycling opportunities, as discussed at the previous SWAC meeting.
- There are opportunities for better coordination with Lewistown Borough regarding recyclables processing.
- Kerry Tyson suggested that maybe the Authority could bail materials for a cost/fee, for a get a better market price.
- Bob Kibler said they have a sort-line; it's a 4-item line that you could run plastics on and instead of sorting at the curb; it would allow you to mix the two in collection bins. Steel could be hand sorted off the line.
- Discussions on school recycling; totes are available for the schools; getting the collection of recyclables consistent among the schools; single stream considerations; container storage on school campus; and recycling education.
- There may be potential for the Authority to gain revenue from recyclable sales by increased recycling services, if the system economics are sufficient (fees, etc.). If so, the Authority may be able to help provide bins, equipment, labor, etc.
- School districts can specify in contracts the waste and recycling collection services they want, as well as where they want the waste and recyclables to be taken (such as the Authority's transfer station).
- Kerry reported that the WeCare project is moving forward – it may be a promising project; it appears that WeCare may proceed soon with more engineering and feasibility analysis, site-specific details, etc.
- The Authority was approached (very preliminarily) about a landfill gas recovery and co-generation facility.
- Eco-Friends gave a presentation to the MCSWA; this project concept is still very preliminary, and may take more development time than WeCare.
- TDK discussed organics and food waste composting and opportunities the Counties may want to consider as an economical and "green" alternative to land filling some wastes currently handled in the region. Due to SWAC interest in hearing and seeing more about this concept, a visit to local food waste collection and composting facilities will be arranged, with a tentative tour date of October 25th to see the PSU and State College Borough's programs.
- Discussion on the need by farmers for the composting of animal mortalities was discussed.
- The issues of open burning and open dumping were discussed. These issues should be kept on the list of items to address in the plan update.

DETAILED MEETING NOTES FINAL

Mifflin County SWAC - Solid Waste Plan Revision

Mifflin Advisory Committee Meeting #2

Date of Meeting:	3:00 PM, Wednesday, September 15, 2010
Meeting Location:	Mifflin County Courthouse Lewistown, PA
Meeting #:	Mifflin SWAC Meeting #2
Attendees:	See Attached Sign-in Sheet

Terry Keene from Barton & Loguidice welcomed everyone to the meeting. Terry said this meeting is a focus on Item V. iii and iv on the Agenda that was handed out at the first meeting, namely: Critical Strategies to Support MCSWA Operations, SWAC Brainstorming Session, & Other Goals/ Issues Identification. A few people on our Committee could not attend due to sickness, etc. In the last meeting, the SWAC talked about why we're here, benefits to the joint plan, that Mifflin would have individual meetings, Juniata would have individual meetings, and then both groups would have joint meetings. We show things starting in October on our project schedule. We're now trying to identify strategies to either bring more waste to the Authority/ more revenue, or to reduce costs/ save money. Terry asked if there are any important goals to consider in the Plan Update, in addition to what we are looking at already. No one responded.

Terry opened it up for discussion with everyone. He asked if we could identify some common services and needs. A Juniata County bid for recycling dropoff services was released for bid recently by Juniata's County Commissioners – 4 locations that require service once a month. There were 2 bidders: one was Ralph Park and the other was Sharar. Kerry Tyson commented that there was an article in today's paper saying the bid prices received were quite high. Sharar wanted $500 per container per site per month (assuming it's only once a month). Ralph Park wanted $1,200 per month (single stream). Bob Kibler stated that cost-wise, that RFP probably wasn't specific enough. He asked if the RFP estimated quantities of, and required a reporting of, numbers/quantities of materials being thrown away. Kerry stated probably not, and Bob responded that it's a big factor. When that verbage isn't included in the RFP, then the companies don't report the quantities collected (affecting 904 performance grant eligibility with DEP). The data is important is because the state will reimburse for quantities of recyclables documented as recycled each year. Bill said he thinks Juniata is not going to receive much 904-performance money from DEP. Kerry said this is probably because of lack of documentation. Bob Kibler said that if you don't have the documentation, you won't get the money – it's that simple. Terry said it leaves an opportunity for the Authority to collect recyclables, to document recyclables quantities collected by the Authority, and to help Juniata County obtain 904 performance grant funds, in return for a waste delivery commitment to the Authority and some coverage of additional Authority costs for providing the recycling service.

Editor's note – Dave Bardell of Juniata County could not attend the September 15 Mifflin SWAC Meeting, but reviewed the draft meeting notes. Dave offers this clarification to SWAC discussions contained in the above paragraph, regarding Juniata County's RFP and recycling program:

> "**First**: Our RFP did indeed give an estimate of the recyclables that had been previously collected in the County. It was broken down by types of recyclables and the weights as an average over the last four years.
>
> **Second**: Our RFP not only included a requirement to report the weights collected by type of recyclables (or reporting of total weight if single stream) but it required it quarterly so we would be able to track performance by drop off location. And the form to report this was also included as supporting documentation to the RFP.
>
> **Third**: The reason for lower 904 Grant awards is due to the fact that the largest recycler in the County has chosen not to provide the County with figures to file for the grant. And there is not much that the DEP can do to force this as there is nothing in their regulations that require a recycler to provide this. But the County is required to provide this report to the DEP via the Re-TRAC system. And the figures that may be provided to the County to meet the Re-TRAC reporting responsibilities are not the required figures needed to file for the 904 Grant."

Kerry said there were talks about the counties working together for services based on fees and other commitments. Bob Kibler said the more you can get involved, the better you can do. Dallas Stahlman asked Bob Kibler what Lewistown does. He said they bring it to the Authority. Lewistown Borough runs their own recyclables curbside collection program. Kerry said there's opportunity for the Authority to work with the Borough to come up with a better, more coordinated recyclables-handling plan. There's room here for joint cooperation. Dallas asked what's recycled at Lewistown's facility. Bob initially responded cardboard, newspaper, office paper, chip board, etc. Then Bob continued by saying Lewistown collects, at the curb, aluminum cans, tin/ steel cans, glass (clear, brown, etc), and two (2) types of plastics (natural and color). Commercially, they collect corrugated. The 904 money they receive on commercial tons of cardboard is tied into how many tons of residential material they do. They take leaves, (no grass clippings), scrap metals, shredded paper, etc. Kerry Tyson said the plastic is given to Centre County to process. Kerry suggested that maybe the Authority can bail materials for a cost/ fee and you'd get a better price at market, such as for plastic that's collected. Bob said they have a sort-line laying down there; it's a 4-item line that you could run plastics on and instead of sorting at the curb, it would allow you to mix the two in collection bins. The steel could also be hand-sorted off the line, and the aluminum would go on (negative sort residual at the end). Bob said the only thing you're running is tin and aluminum and you

don't have to have anyone on the sort line. They can make money on it in many ways. We have to look at overhead but the Borough already has the equipment there.

Dallas said looking at it from a school district standpoint; he had dumpsters for paper, etc. If we could get everyone to do the same thing in all of the County's schools (16 buildings), it would make it so much easier. Kerry said when the school system set up their own recycling program; the Authority would take them the totes to use. Kerry said there are many totes left over that are just sitting there. It might be a goal to have them include the availability of these totes in a bid package for school recycling services. Dallas said if we can get everything consistent across the buildings, it would work better for everyone involved. Bob said if we get this working at the lower grades, and then its consistent as each level moves up, then the kids are used to doing it from the start.

Kerry said part of the problem he runs into with the school is where they are going to put a dumpster, separating the material and requiring more dumpsters, etc. Kerry said that's why single stream recycling is becoming more popular, because there's no need to generate different places to store segregated recyclables, just all in one bin for mixed recyclables. Dallas commented that one problem with single stream, though, is if everyone sees everything thrown into one dumpster, they think, "what's the point of recycling if everything is going in one truck?" The appearance is that recycling may not actually be occurring. Also, there is an argument that segregated recyclables are cleaner than single-stream, and that some feel it is not good to "dummy up" the system by saying people they don't have to segregate any more. Finally, the question of what type of infrastructure is available in the region to process recyclables (currently segregated) must be assessed, to decide if the system in place can handle a change in collection methods. In any event, educating people on proper recycling methods will help solve the problem of the untrusting public on a recyclables collection program. The group talked about seeing an assembly line of processing waste and recyclables. If people can see the process, they may understand and know what it takes to process the materials.

Bob said it costs more for single stream than curb sort segregation. Kerry said that source-separated works for urban areas. Its one thing to collect and process material, but now what do you do with it? Bob said recycling is great if you have the markets to sell the materials. Kerry said there is a potential for the Authority to gain revenue from recyclable sales by increased recycling services. Terry said maybe the Authority could help provide bins, equipment, manpower, etc. The other thing is, how can we get the school district to get more involved in the program? Pam advised that Michelle Dun said America Recycles Day is November 15th,. Dan Dunmire asked, when Ralph Park offers single stream, and it gets shipped to York, what about the tons and reporting? Kerry said the Authority reports it and it gets put on the 904 performance grant application as single stream. Kerry said Juniata County is not getting credit for some of it. Bill Gomes said

the haulers don't have specific sites, and that means they can take their loads anywhere. Terry said the alternate of this plan is, just in case the contracts fall through, it will direct waste to certain areas. Bob Kibler said that you can bid all you want, but it should be in the contract that all the school district material should be sent to the Authority's transfer station. Terry said that would be an improvement for the county over the current school district system of waste and recyclables management. Dallas Stahlman is going to find out when their hauler contracts expire. Dallas feels the school district is changing in some ways, to improve their ways. Bob Kibler told Dallas to call Evelyn DeLea at the state since she's in charge of education. Kerry said the argument comes down to, if they want the programs then they need to bid for the services they want and pay toward the programs. Terry commented that at the municipal (or school) level, you can direct the bid to do whatever they want – identify what services you want, and where you want the materials (waste and recyclables) to go. The counties are given more leverage recently also to help direct waste through the Oneida- Herkimer U.S. Supreme Court ruling.

Kerry said he has updates to WeCare and to items on sections 4 and 5 of the Preliminary Brainstorming List (handed out at the last SWAC meeting). The WeCare project is moving along; he and Lisa Smith met on the 31st with Dave Frey of Lewistown to discuss the project, and to supporting WeCare's analysis of the project at the next level. Providing further information on the WeCare concept, Kerry said it could be simple: concrete pads, mix and lay out the sludge with bulking materials in windrows, cover with rain guards and let them naturally decompose. Another reason WeCare is interested in the Authority's site is because they see the huge leaf pile they can use as a carbon source/ bulking agent.

There is no need for any financial commitment or obligation to the project at this point by Lewistown Borough. Borough Council was presented a draft letter of intent by WeCare, requesting that Lewistown request that WeCare study the project further. It's not an official commitment, but they are willing to talk further about it. Bill asked, are they now signing this letter because they are interested in seeing more from WeCare? Kerry said yes, and now WeCare has sufficient interest to sit down, do further engineering and economic analysis, and to produce some information to further review. Terry said WeCare is a private company that offers a wide variety of waste services, especially in the northeastern U.S. Kerry said the recommendation from Dave Frey was to sign it, but he doesn't know if that happened. It would mean that they may want to use a currently unused portion of the MCSWA's site, and that it could become a potential source of additional income. Bob Kibler said it concerns him when they do this stuff, because what they allow people to do in Vermont doesn't mean it's allowed to be done in PA. Kerry said the questions need to be asked about zoning, etc. Right now they are talking about "X" dollars per ton for this service – the analysis will help determine what "X" is, and if the project can retain support and proceed to the next step. Bill Gomes said they would

come pick up sludge, so that's a plus for this project. Bill suggested to Kerry that Burnham is another one that needs to be considered. Kerry said liquid sludge is another income potential involved. Bob Kibler said there are many steps to be looked at before everyone gets too excited about it.

Kerry said the Authority was approached today about a possible co-generation plant and gas recovery at the Authority's site. Carlson Energy Group may want the gas to make electricity, and will give carbon credits. They are talking. Terry said the landfill is generating less methane gas then it was a few years ago. It's a small landfill generating decreasing amounts of gas each year. You may get a grant for ½ or 1/3 of the project, so a question remains as to who's coming up with the rest of the money for the project. They are looking at it as a possible source of income, but nothing is solid yet.

Dan Dunmire stated that Eco-Friends gave a PowerPoint presentation at the solid waste Authority meeting today – they are a company that will recycle everything. They are building a $9 million dollar facility near Nashville, Tennessee. They do something with everything that comes in – they sort, they shred, etc. According to their presentation, they could (literally) eliminate the solid waste authority. Bill Gomes said the guy who they spoke to on the conference call was reluctant to tell a lot about their process, because of proprietary issues with this facility. There are a lot of concerns there. There are potentials for income for the Authority but its 2-3 years out. WeCare could get a project underway quicker. One selling point for the Eco-Friends project is that it is reportedly going to create a significant number of new jobs. They don't want you to pay taxes on it; they just want the facility here. Kerry asked if they gave an explanation why they picked PA. Bill Gomes said they had a connection with a doctor in Centre County. When he had phone conference with these people, he wanted to know who was in the room, etc., so it looks like he's more interested in investors.

Bob Kibler said that if there were any money in incineration, people would already be on it. Terry said Waste Management is looking more into alternative products, such as organics composting. Food waste, dirty chipboard, yard waste and pizza boxes may be 20-25% of the waste stream. The school district is a concentrated food waste generator, as are supermarkets. When you look at it, you have to have enough material to supply it up front. Commercial/ institutional sources of organics are concentrated, with large volumes from a limited number of customers. Typically, projects are planned around the commercial/institutional sources of organics. Residential organics collection involves many more generators, takes more effort to collect materials, more collection bins, and more customers to educate. Anything you get from residential is additional. Kerry said Walmart is sending theirs to another place. Terry believes that if you could process it and not have to haul it 95 miles to a disposal site, organics waste composting is a "low hanging fruit" on the recycling tree. PSU has a current program for composting food

waste, as does State College Borough. We could visit these sites if the SWAC wants to see how organics composting works, and understand what goes on in that kind of facility.

Terry asked if this group would be interested in seeing a food waste composting operation. Dallas said he would like to take the district food coordinator along. The State College operation is still gearing up and collecting waste. There hasn't been quite as much to see but they are expanding their collection. The University site is within a mile of Beaver Stadium. We could plan a trip there in October if there is interest. The group agreed this is something they would like to see. Terry will schedule it with the facilities first, and then let everyone know but we're hoping for the week of October 25th.

Dan asked how long it takes to compost sludge. Terry said about 21 days, followed by a final curing period, but it's typically turned every day of the 21 days. Bob Kibler said the one facility, in State College Borough, could make baggable compost within 6-7 weeks.

Dan Dunmire said that while we're brainstorming, he said there is another definite need - composting animal mortalities. Mifflin County has something like 13,000 dairy cows. The farmers used to be able to take their dead animals to renderers, but last year the USDA made a decree that there is no more rendering of bovines above the certain age (because of mad cow disease). Now we have farmers that are stuck and they are pushing composting these animals. Dan said that in order to compost, you put down 2 feet of sawdust, put the animal in, put another 2 feet of sawdust, then after a few months, the only thing left would be bones. Kerry said that when the avian flu came in, the recommended disposal was also composting. Kerry and Terry said that is definitely an issue, a need, and a good comment. It can be further discussed.

Dallas asked about rail – bringing stuff in or out. Kerry said the closest rail is over the hill and normally it deadheads at the disposal facility. You wouldn't take it to the transfer station and then reload it.

Pam asked if Kerry knew what percentage was burning waste in rural areas. Kerry said it depends on the areas and the facilities. Pam said she sees this man who has a large pile of trash on his property (there's no way he can generate that amount) and a couch on top of the pile. One day she saw the pile up in flames. Now he has another pile started. Kerry said that without countywide responsibility, if townships are going to abuse it, you couldn't stop it. Pam said there are burning ordinances, but there is no one to enforce it. Terry asked how many dumps were identified in Mifflin County; Pam said she counted 35 and when they listed them in the book, it shows 31. She said she doesn't see as much new dumping. She said the biggest thing is cleanup costs.

Dan Kochenderfer asked if diapers could be recycled. Terry said no because of the mixture of material (plastics, etc). Kerry said First Quality and the Authority said their end users were saying they want them to be 100% Green and to stop coming to the Authority.

Terry said he'd like to keep open dumping on the list of issues that we'd like to consider and discuss. Terry said if anyone has any thoughts that come up that they would like to share, please send them via email to Bill Gomes. Bill will share with Terry.

Meeting adjourned 4:45 PM.

Respectfully submitted,
Cathy Johnson, EfficientC

SWAC Meeting #1 - Juniata County

Locaton of Meeting: JUNIATA

Meeting #: 1

Juniata/ Mifflin Counties Regional Solid Waste Plan
Sign-In / Sign-Out Sheet

Date of Meeting: 9/30/10

Time of Meeting: 6:30PM

Name	Representing:	Address	Email Address	Time In	Time Out
George Sheaffer	Monroe Township	694 QUAKER RUN Rd, Richfield PA.	gpSheaffer@NMAF.net	6:30	8:30
DAVE BARDELL	Juniata Co	PO Bx 68 Mifflintown PA 17059	dbardell@co.juniata.pa.us	630	8:30
RICHARD FISHER	JUNIATA Co / Fermanagh Twp	161 NORTH 7TH STREET MIFFLINTOWN PA 17059	rfisher@co.juniata.pa.us	630	8:30
Denise Troyer	Mahantango Ent Inc.	2100 Old Trail Rd Liverpool, PA 17045	denise@mahantango.com	6:30	8:30
Teresa O'Neal	Juniata Co.	26 N. Main St. MIFFLINTOWN 17059	toneal@co.juniata.pa.us	6:30	8:30
Jeff Zimmerman	Juniata Co.	26 N. Main St. Mifflintown	jzimmerman@co.juniata.pa.us	6:30	8:30
KEITH Mingle	JUNIATA CO.	304 ORANGE ST MIFFLINTOWN	KMingle@CO.JUNIATA.PA.US	6:30	8:30
CATHY JOHNSON	EFFICIENT C	P O BOX 61845 HARRISBURG, PA	EFFICIENTCLLC@GMAIL.com	6:30	8:30
MARK PARTNER	JUNIATA COUNTY	17159 RT 355 PERT ROYAL PA 17064	partnem@nationwide.com	6:30	8:30
Polly Digon	Mifflintown Borough	419 Orange St, Mifflintown	pdigon@emborgmail.com	6:30	8:30
Wendy Eberso	Wendy Eberso	31109 RTE 35, McAlisterville	ccd@tricounty.net	6:30	8:30
Glenn Supplee	Glenn Supplee / Walker Twp	2303 Juniata Rd.	—	6:30	8:30

Type of Meeting: ADVISORY BOARD

Barton & Loguidice

Mifflin/ Juniata Counties Regional Solid Waste Plan
Juniata Solid Waste Advisory Committee Meeting #1

September 30, 2010
6:30 PM
Juniata County Emergency Management Building Conference Room

Preliminary Agenda

I. Introductions
   a. Consultant, Various County Staff, Other SWAC Members
   b. Role and Purpose of the SWAC Committee
   c. Importance of SWAC input
      i. from a regulatory view; and from a Juniata County view
   d. The "Big Picture"

II. Regional Solid Waste Plan with Mifflin County - Benefits

III. The Mifflin Phase 1 Revenue and Waste Assurance Study Summary (handout)

IV. Why Do a Plan Update Now?
   a. The current county plan
   b. Opportunity for regional planning
   c. Recycling opportunities and options
   d. Funding and grant reimbursement window
   e. Implementation of Phase 1 Study measures
   f. Substantial Plan Revision process
   g. Schedule
      i. Overall (handout)
      ii. Plan for Individual County SWAC plus Joint SWAC meetings
      iii. Schedule requirements of a substantial plan revision
   h. Website for information dissemination

V. Critical Strategies to Support MCSWA Services to the Region
      i. The current situation
      ii. List of new strategies to support MCSWA, improve services to the region (handout)
      iii. Goals/Issues identification for the Plan Revision

VI. Where Do We Go From Here?
      i. Next Meeting Time, Place, Location
      ii. Data gathering and needs – existing plans, municipal info., etc.
      iii. Food Waste Composting Site Visit – Interest?

VII. Other Concerns/ General Comments/ Adjourn

Preliminary Brainstorming List for SWAC
Additional Revenue or Cost-Cutting Ideas
Mifflin County PA

1. **Joint Planning with Juniata County**
    a. Efficient joint planning
    b. Common services and needs
    c. Recyclables dropoff service in exchange for waste delivery?
    d. Joint disposal capacity RFP?
    e. Waste security to MCSWA facilities
    f. Other?
2. **County-level assistance with post-closure care at closed Barner LF,** and possible establishment of a fund to eliminate the need for a County Letter of Credit (over time)
3. **Reinvestigate available state and federal grants** to increase system revenue
4. **Develop Revenue-Generating Business**(es) at the MCSWA Site.
    a. WeCare project possibilities
    b. Eco-Friends Inc. possibilities
    c. Other?
5. **Generate Some Income from the Closed LF Site/ Energy Potential**?
    a. ECC contract/ status
    b. LF gas development potential
    c. Other carbon credit opportunities, REC's?
    d. Photovoltaic (PV) installation on closed LF cells, or nearby
    e. Wind
    f. Efficiency improvements?
    g. Other?
6. **Volume discount contracts w/ MCSWA** - Any way to encourage delivery of more waste to MCSWA?
7. **Possible services to western Snyder or Union Counties** (recyclables and waste), under a financial/ other arrangement with Lycoming Co?
8. **Cost/ benefit analysis of recycling programs offered** - assess new recycling pull fee costs vs. revenues and grants, "cost center" analysis?
9. **Bidding for recyclables sales contract** – monthly or longer period
10. **Expand/ improve recycling services and efficiencies/ cooperative services, increase revenues** – to municipalities such as Lewistown
11. **Confirm current reduced MCSWA staffing vs. needs** – where we are
12. **Any additional internal operations cost-cutting opportunities?** – what's been done
13. **Alternatively, budgeting for needed capital projects** – needs, sources of funds?
14. **Make MCSWA employees part of the County's staff** (a county department, similar to Lycoming)?
15. **Partnering/ or making MCSWA's operation a part of larger SWA operation** – possibly coordinated with Lewistown Borough, Centre Co. SWA, or Lycoming County; to benefit from a larger operation and finances, better sharing of services.
16. **Privatize current MCSWA operations** – Authority could sell or lease facilities

What else??

Table 1 Phase 1 Report Action Plan Recommendations and Implementation Status as of September 2010	
Action Item	**Task Status**
A. New Volume Discount Contracts with eligible large-volume waste haulers.	1. TWO HAULER CONTRACTS EXECUTED
B. Implement the "pull fees" for recyclable bins at commercial and school sites throughout the County.	1. FEES IMPLEMENTED
C. Implement Personnel changes as recommended in study.	1. PREVIOUS OFFICE MANAGER IS NOW GENERAL MANAGER OF AUTHORITY 2. FORMER EXEC. DIR. ENGINEERING DUTIES NOW OUTSOURCED AS PRIVATE ENGINEERING CONTRACT 3. GENERAL MANAGER IS COUNTY RECYCLING COORDINATOR 4. 903 GRANT REIMBURSEMENT REQUESTS SUBMITTED FOR 50% OF RECY. COORD 5. IN LIEU OF ADDITIONAL COMPENSATION FOR NEW DUTIES, ASSIGN OUTGOING ED'S COMPANY VEHICLE TO NEW GENERAL MANAGER
D. MCSWA staff to continue investigating ways to lower costs of benefits/ other operating costs of the Authority.	1. MANY ADJUSTMENTS MADE IN PAST TWO YEARS
E. Confirm financial assumptions for determining a revised 2010 budget	1. 2010 BUDGET REVISED
F. Perform multi-year Authority budget forecasts	1. ONGOING
G. Allocate funds, as available, to rebuilding reserves and funding of capital replacement and maintenance.	1. 2010 BUDGET CONTAINS A SMALL LINE ITEM FOR MAINTENANCE AND CAPITAL REPLACEMENT
H. Meet with the County Commissioners to discuss funding for post-closure maintenance of the Barner Landfill	1. ACTION STILL REQUIRED
I. Execute the PADEP grant agreement to receive 901 planning grant funds for Phase 1 and Phase 2 of this study.	1. GRANT AGREEMENT EXECUTED 2. PHASE 1 REIMBURSEMENT REQUEST SUBMITTED

Table 1 - Continued Phase 1 Report Action Plan Recommendations and Implementation Status as of September 2010	
Action Item	**Tasks Status**
J. Discuss/ encourage joint county municipal waste management planning with Juniata County, with potential common planning goals and strategies to support the MCSWA facilities.	1. JUNIATA COUNTY APPLIED FOR 901 PLANNING GRANT, AWARD IMMINENT 2. MET WITH JUNIATA AND MIFFLIN CO. PLANNERS; DISCUSSED PHASE 1 REPORT FINDINGS 3. JOINT PLAN UPDATE CURRENTLY IN DISCUSSION, POSITIVE OUTCOME EXPECTED
K. Conduct the Phase 2 Mifflin County Solid Waste Plan Update process, to document, incorporate, and implement recommendations of the Phase 1 Study and to meet other plan update requirements (of the 2003 plan) with PADEP.	1. B&L AUTHORIZED TO CONDUCT SOME OF PHASE 2 TASKS 2. MIFFLIN SWAC ESTABLISHED 3. JUNIATA SWAC PENDING 4. JOINT PLAN UPDATE COORDINATION PENDING

L. Monitor the status of proposed state legislation on recycling/administration fees, and if enacted (or not enacted) into laws by the state, consider incorporating such fees in the Authority's budgeting and rate structure as appropriate.	1. CONTINUE TO MONITOR AND ADAPT TO CHANGES ACCORDINGLY

Meeting Synopsis
JUNIATA COUNTY SWAC COMMITTEE MEETING #1
SEPTEMBER 30, 2010

- Terry Keene (TDK) of Barton & Loguidice (B&L) explained the purpose and functions of the SWAC, recent work and developments with the Mifflin County SWA in relation to improving its long-term viability as a service provider of waste and recycling services to the region, and the purpose of the Juniata County SWMP update.
- SWAC members indicated what they would like to see come out of this planning process.
- There is a good track record of Mifflin and Juniata Counties planning together, and there are common issues and goals of the two counties that can be efficiently addressed in a joint solid waste and recyclables planning process. Each county is expected to receive up to 80% planning grant funds from PADEP to assist with this plan update.
- TDK discussed the issues contained in the Mifflin County Phase 1 Report and the implementation status of strategies to address those issues by the Mifflin County SWA.
- TDK discussed DEPs requirements for plan updates, the proposed schedule for this plan update, the plan update approval process, comment period and ratification requirements.
- TDK discussed the need to secure 10 years of disposal capacity, and the joint disposal capacity assurance RFP process.
- A webpage will be developed to store and disseminate plan update information, meeting notes, etc., housed on a projects page at the Barton & Loguidice website. It will have a link to the Juniata County website.
- Brainstorming strategies developed at the Mifflin County SWAC meeting were handed out to the group and reviewed.
- Glenn Supplee stated there is a local dairy farmer that has a methane digester. The farmer is in the process of using that to produce electricity.
- Wendy of Cocolamus Creek Disposal (CCD) discussed their large-volume hauler commitment to MCSWA; she stated that Juniata County is not producing enough waste to meet that commitment (because of the economy), and this may require CCD to being waste from outside of Juniata County to the MCSWA Transfer Station.
- Discussions regarding coordinating with Lycoming County, partnering to provide service to boroughs that may have the equipment, etc.
- The merits of food waste composting were discussed. TDK reported the upcoming fieldtrip of the Mifflin SWAC to see two food and yard waste collection/ composting programs in the State College area; the Juniata SWAC members are invited to attend that tour and site visit, to see for themselves what food waste composting is all about. The trip is tentatively scheduled for Oct. 26th. This type of system may provide environmental and economic benefits to the Mifflin and/ or Juniata Counties.
- The group discussed Issues and goals that they would like to see addressed in the plan:
    - Increased recycling
    - Sustainable recycling plan for the future
    - Better recycling Education
    - School district involvement in recycling
    - Recycling dropoffs; maintenance of existing, potential increase to dropoff sites
    - Illegal dumping
- Teresa O'Neal feels that the two counties should share equitably in the costs and benefits of the system in a fair manner; one county should not get all of the benefits, or, one county should not support a system without seeing some equivalent benefit back to that county.
- The next SWAC meeting will be a joint meeting with the Mifflin SWAC, tentatively November 15th or 16th at around 4-5pm in Lewistown.

DETAILED MEETING NOTES - Final

Juniata County SWAC - Solid Waste Plan Revision

Juniata Advisory Committee Meeting #1

Date of Meeting:	6:30 PM, Thursday, September 30, 2010
Meeting Location:	Juniata County Emergency Management Building 30 North 3rd Street, Mifflintown, PA
Meeting #:	Juniata SWAC Meeting #1
Attendees:	See Attached Sign-in Sheet

Dave Bardell welcomed everyone to the meeting. Commissioner Zimmerman made a few comments about being happy to work with Mifflin County. Commissioner O'Neal appreciates everyone coming out to participate in this meeting. She stated that it's very important when members of the community are involved in this, because the Commissioners are always looking for input from the people. Dave then turned the meeting over to Terry Keene of Barton & Loguidice.

Everyone introduced themselves. Terry commented that he's talked with Dave Bardell for quite some time about doing this as a combined 2-county plan revision with Mifflin County, and he's happy to get this started. Terry introduced Cathy Johnson as part of the Consultant Team, and he noted that Kerry Tyson of Nittany Engineering Associates is also working with Terry on this Plan Revision. Rich Fisher, the Juniata County Maintenance Manager commented that he wants to try to help recycle in more county buildings. Denise Troyer from Mahantango Enterprises commented that she is happy to be here.

Terry proceeded by providing an update on Mifflin County's progress and status regarding current solid waste planning. He explained the role and purpose of the SWAC committee, its requirement to secure 10 years of disposal capacity for Juniata County's municipal waste. The State continues to have a 35% recycling goal; there are about 14 steps in the state's guidance documents and regulations on what needs to be included in the plan. One of those steps is to set up a SWAC. This plan will probably be a Substantial Plan Update in DEP's eyes, requiring the involvement of the SWAC committee. We've been moving ahead with solid waste planning in Mifflin County. Two SWAC meetings have been held in September in Mifflin, so the timing of commencing Juniata's part of the Plan Update dovetails very well with Mifflin's activities. Functions of the SWAC are: a source to disseminate information as we prepare the plan; a sounding board to get feedback on information we prepare, and; a diverse group from which to help identify goals and needs of Juniata County. We've had discussions on the goals and needs in Mifflin County, and we want to see if we can incorporate and combine these with those of Juniata County. We'd like to identify the issues early on, so we can address them properly.

It's important that if there are issues specific to the county, we'd like to work through those as a group. There will be a number of joint meetings of the two counties' SWACs,

as well as some individual County SWAC meetings (such as this one). The big picture is to see if we can help provide for recycling services in Juniata County, and to identify and deal with regional issues and problems. As an example, when Terry was involved with the last Mifflin Plan Update (2003), the MCSWA's landfill was scheduled to close within two years. The Plan Update included an analysis of whether a new transfer station would help the region, with the answer in the affirmative. There are plenty of opportunities for the two counties to work together this time and make this a valuable solid waste planning tool for the region.

Benefits to regional planning include: to do 10 years of disposal capacity (if we can do that once for 2 counties, there are many efficiencies to be gained in the process). There are consolidated planning services that will benefit each county by working together. The closest landfills are pretty far away; the majority of the two counties are rural; you've worked together with Mifflin for many years, and it's always been a good working relationship. Terry was impressed with the good history of these 2 counties in working together on various planning projects.

Terry handed out a summary table of recommendations from a 2009 "Phase 1 Report" that evaluated Revenue and Waste Assurance Measures that the MCSWA could take to increase tons and revenues, and reduce costs; the table contains an implementation status report at of late 2009. Terry reviewed and discussed the Phase 1 Report recommendations with everyone. Terry said that two haulers that received the large volume discount contracts with the MCSWA (Cocolamus Creek Disposal and Parks Garbage Service); has begun charging for some recycling dropoff services; has trimmed staff at the Authority's offices, and has incorporated additional measures. Terry commented that recycling is a good thing, but it does cost money. Terry commented that changes/cost savings continue to be considered by the Authority.

Why do an update now: A plan update is required by DEP every 10 years. Juniata has a 2003 plan, and normally a plan update is started 2-3 years before it's due to expire. So the timing is right to start the new plan update now, and an opportunity is here to dovetail these activities with Mifflin's Plan Update and to look at common needs and interests.

Terry handed out the current project schedule to everyone. He explained that the grey-shaded items at the top of the schedule have already happened. He then summarized the other dates and items on the schedule as everyone reviewed it with him. Terry suggests that in about 2 months, the two counties have a joint SWAC meeting. He explained the Substantial Plan Update approval process, including a 90-day public comment period with public hearing (in each of the two counties), plan finalization and adoption by the County, and then another 90-day ratification period by the County's municipalities. If half of the municipalities representing half of the population in the County ratify the plan,

it is considered approved. Each municipality has a 90-day period to vote on it; if they don't act on it within 90 days, it's considered approved by them. Then it goes to DEP for the final approval.

The Mifflin grant reimbursement has a deadline (currently January 2012) within which Mifflin has to spend its grant money that is supporting its portion of the plan update. There is a one-time (3 month) extension that can be requested and that will push the deadline to April 2012. Terry said he would suggest that Mifflin requests that extension. As Juniata does not yet have a formally signed grant agreement for its share of the plan update, schedule should not be an issue for Juniata. The 3 items in the middle of the schedule in yellow (Mifflin Phase 1 Study, Joint Disposal Capacity, Regional Plan Documents) represent the "guts" of the technical plan update. Mifflin wants to focus initially on more of the Phase 1 - type brainstorming, coordination, and strategies to increase tonnages and revenues, and to control and decrease costs. The joint disposal capacity assurance RFP that will be done as part of this project will be one solicitation, to provide for 10 years of disposal capacity from the two counties combined. The Regional Plan tasks are data gathering, recycling strategies, ordinance and enforcement issues, etc. Terry said he hopes to prepare the draft plan over the next 6-8 months. SWAC members will have the opportunities to review and comment on draft plan chapters and materials as they are prepared.

A webpage will be developed to store and disseminate plan update information, and will be housed on a projects page at the Barton & Loguidice website. The need for a website came up at the earlier Mifflin SWAC meetings. We'd like to keep this plan as paperless as possible and we will upload plan updates, notes, and schedules on this website for everyone to view and keep up to date. The project webpage is a logical tool to use in this day and age of electronic technology.

Critical strategies to support the services of the MCSWA: Mifflin was in a poor financial situation at the beginning of 2009, but have made many changes to help rectify this problem. They have improved their situation quite well; however, they have costs coming up that they will need assistance with meeting their operations budget, and ideas like expanding recycling services in the region in return for waste commitments may help further improve this situation for all parties involved. Terry handed out a list of tons/revenue increasing and cost control brainstorming strategies that was prepared for the Mifflin SWAC meeting. Terry explained how we basically brainstormed these ideas at the last Mifflin county meeting to help stabilize some of the costs and revenues for the Authority. Terry explained some of the energy potential ideas that could possibly generate some new income on the old landfill/ current transfer station site.

Glenn Supplee commented that there is a local dairy farmer that has a methane digester. He stated that the farmer is in the process of using that to produce electricity. Dave Bardell said that it's a pretty big operation, but it's very critical what needs to be put in it.

Wendy Elsasser of CCD commented that with the current economic condition, waste disposal is down, and Juniata County isn't generating 10,000 tons. Terry said he knows that CCD has a 10,000 tons/year commitment to the MCSWA, and this may require bringing in waste not only from Juniata County. She also said it's very expensive to recycle, comparing the cost of he service to the amount of money you get; it takes a lot of product to generate money. Terry said the recycling market has been up and down, and it's difficult to plan for these market swings on both the business and the residential side.

Terry asked about the possibility of serving a bigger area. There's an opportunity to possibly coordinate with Lycoming County, and Terry's team could have an opportunity to see if that's a possibility. Bidding can allow the haulers to try to get a more secure market. Terry suggested that having discussions with the boroughs to see if any services can be coordinated, coordinating with someone who has equipment and you have the service, working together to make this happen, etc. There have also been discussions of food waste composting as a prospective expansion of service in the region. It would be a way to divert more waste from the landfill. You can generate a product to sell, keep it out of the waste stream, and everyone wins. There are a number of these operations in PA. A discussion ensued about a planned field trip to an organics waste composting facility at PSU. There seemed to be good interest, so Terry scheduled it for Tues, Oct 26th and asked everyone to note it on their calendars. He will contact the facility to verify the date and send everyone an email.

Terry asked the group if they had any issues or thoughts about what they'd like to see addressed in the plan: Polly Digon from Mifflintown commented that she would like to try to increase recycling. Teresa O'Neal, Juniata County Commissioner, commented on a sustainable recycling plan for the future. She said that previously, the Commissioners put out an RFP to see what interest they would have to do once a week recycling dropoff pickup in the community, and basically it comes down to the cost. They went for the best plan they thought of, and it isn't something they can afford.

Mark Partner from Juniata County commented that he feels its education; it's a social mindset. He'd like to see the school districts follow along. It would be interesting to watch how it works from the start to see if the counties are working together through it. Wendy Elsasser from CCD said her company does a lot of education through the boy scouts, schools, etc. Glenn Supplee commented that he appreciated the recycling dropoff site that was here before, and that being able to use it was a convenience. Wendy said it was 2,000 lbs of trash in one month – people either don't know what to do or want to

participate because it's costly. She commented about recycling glass, and that if you mix other things in with recyclables, it becomes a contaminated load. You have to monitor it. She wishes everyone would recycle. Kids know how to recycle and it's great when the kids go back home and encourage their parents. Polly said it sounds as if education is what is really needed. Teresa said it's amazing how much garbage decreases when people recycle.

Wendy commented that a lot of schools in the area do co-mingled recycling, and they bring it to her facility where they sort it. When people have 5 bags of trash, it's just too easy for them to throw it in the trash. Wendy said Liverpool Borough uses blue bags and they cost less. It's a higher fee for the orange bags and a lower fee for the blue bags. Keith Mingle said that he agrees with everyone else, recycling is the biggest thing, but if there are additional fees for recycling, they will end up putting it out with their trash.

Jeff Zimmerman, Juniata County Commissioner, mentioned unauthorized dumpsites. He commented that it's a hidden issue in Juniata County. His other observation is collaborating with neighboring counties <u>but</u> we don't want to subsidize Mifflin County's operations. We can work together but we don't want to shoulder the burden – fair charges for fair services. He said November 5th is the local Township Supervisors' convention. Dave Bardell interceded stating that he wanted 5 minutes to discuss solid waste issues at that meeting. Teresa O'Neal said that one thing she feels this group needs to keep in mind, when they collaborate with another County, is that the two counties should share equitably in the costs and benefits of the system in a fair manner; one county should not get all of the benefits, or, one county should not support a system without seeing some equivalent benefit back to that county. That's the Commissioners' job to make sure that a fair and equitable system is instituted.

Denise Troyer commented that she was not aware that CCD did all that education in the schools, and she agrees that's where it needs to be. She's amazed that the schools aren't on board. Terry stated that there is a disconnect between the schools and colleges because the colleges encourage recycling, yet we can't seem to get that in the high schools yet. It's a common interest in each county, it seems.

Richard Fisher commented that recycling is the way to go. There is one dumpster in the county that is emptied twice a week and it's always full. It would be nice to see it not so full. They do not have a separate cardboard or paper dumpster.

Terry asked when everyone would be available for the next meeting, which should be a joint county meeting. In November, (everyone commented about the holiday, dates they were not available, etc), no date set yet (not first week, not last 2 weeks, Wed's are worse for one person, Thurs's are bad), looks like we could possibly fit it in the week of

November 15th (either 15th or 16th) at around 4:00 – 5:00 PM. Terry will check dates with Mifflin and advise via email. He checked with everyone and it was agreed that we would do the November meeting in Lewistown and then alternate joint meetings of the SWAC between counties after that.

Meeting adjourned 8:25 PM.

Cathy Johnson
EfficientC

SWAC Joint Meeting #1

Mifflin and Juniata Counties

Locaton of Meeting: MIFFLIN CTY Courthouse

Meeting #: 1

Juniata/ Mifflin Counties Regional Solid Waste Plan
Sign-In / Sign-Out Sheet

Date of Meeting: 11/17/10

Time of Meeting: 4PM

Name	Representing:	Address	Email Address	Time In	Time Out
Pam Sechrist	PAClean ways	248 Sechrist Rd	pammiff@acsworld.com	4:00	550pm
Patty Murphy	Wal-Mart			4 pm	550pm
Denise Troyer	Mahantango/Juniata	2100 Old Trail Rd	denisetm@mahantango.com	4pm	5:50
Conor O'Brien	Sentinel			4 p.m.	550
Jeff Zimmerman	Juniata Co. Commissioner			4PM	550
Keith Mingle	Juniata Co EMA			4 PM	550
Kerry Tyson	Nittany Engineering	2436 Earlystown Rd Centre Hall PA 16828	ktyson@nittanyengineering.com	4:00	550
Lisa [illegible]	MCSWA		lisa@mcswa.com	4pm	550pm
Randy [illegible]	MCSWA			4:00PM	550P
EARL E "PETE" WEAVER JR	Granville Twp Sewer	100 Helen St. Lewis PA 17044	eweaver JR@comcast.net	4:00PM	555PM
DAVE BARDELL	Juniata Co Planning	242 Persimmon Dr. Mifflintown PA 17059	dbardell@co.juniata.pa.us	4:00P	6PM
Glenn Supplee	Walker Twp Juniata County	2509 Jonestown Rd Thompsontown		4:00	550p
Bill Gomes	Mifflin Co Planning	20 N Wayne St Lewistown	wgomes@co.mifflin.pa.us	4:00	550
TERRY KEENE	BARTON + LOGUIDICE			4:00	550
CATHY JOHNSON	EFFICIENT C			4:00	550
Ralph Park	Park's Garbage Service	PO Box 218	ralph@parksgarbage.com	4:30	550
Teresa O'Neal	Juniata Co	Mifflintown	toneal@co.juniata.pa.us	4:00	6:00
Bob Kibler	Lewistown Boro	2 E. 3RD St		4:00	5:50

Type of Meeting: JOINT COUNTY SWAC MTG (#1)

Barton & Loguidice

Mifflin/ Juniata Counties Regional Solid Waste Plan
Joint Solid Waste Advisory Committee Meeting

November 17, 2010
4:00 PM
Second Floor, Mifflin County Courthouse
Lewistown PA

Preliminary Agenda

I. Introductions of Mifflin and Juniata SWACs to Each Other

II. Minutes of Previous SWAC Meetings

III. Food Composting Joint SWAC Site Tours

IV. Project Schedule Update

V. Juniata County Planning Grant Status – Dave Bardell

VI. Intergovernmental Agreement between Mifflin & Juniata Counties

VII. Status of Opportunities Research
   a. Photovoltaic (PV) at MCSWA Transfer Station
   b. WeCare
   c. Eco-Friends
   d. Landfill Gas
   e. Other?

VIII. Data Gathering – Needs and Upcoming Activities

IX. Next Meeting Time, Place, Location

X. Other Concerns/ General Comments/ Adjourn

Meeting Synopsis

MIFFLIN AND JUNIATA COUNTIES JOINT SWAC COMMITTEE MEETING #1

NOVEMBER 17, 2010

- Terry Keene (TDK) of Barton & Loguidice had the two groups introduce themselves, and conducted an exercise to help the combined group get to know each other better.
- A project Webpage will be created on the Barton & Loguidice website, with EfficientC's assistance. This site will then be the source of posted meeting notes, draft plan materials, schedules, and other project information for the SWACs' and the public's access. This should help minimize paper consumption during the plan update process.
- TDK discussed the recent joint SWAC site tour to the State College Borough and the Penn State food waste/ organics composting sites.
- Discussed food waste composting from commercial and residential sources. There is interest from the SWACs in this concept to measurably divert waste from disposal and recycle organics in a simple and proven manner. The consensus of the group was to consider this concept further in the plan.
- Due to current 2-year limit in the current Mifflin County 901 grant, is will probably be necessary to request a 3-month time extension with DEP.
- Dave Bardell revised the Juniata planning grant application, and believes they are still on track to receive the 901 grant agreement from DEP soon.
- DEP would like to see an Intergovernmental Agreement between Mifflin and Juniata Counties showing that both Counties agree to work together to adopt this plan. Bill Gomes, Dave Bardell, and Terry will work on this; the county commissioners of each county will need to adopt this.
- The MCSWA is preparing an RFP for a vendor to design and install a solar PV system to generate electricity on the MCSWA site.
- WeCare System – The company is evaluating a possible biosolids processing project to serve wastewater plants in the region, possibly located on the MCSWA site. Initial feasibility evaluation should occur in early to mid 2011. Costs of the project will also be estimated, for review by the potential participants. Much work remains to be done on this concept.
- The status of an Eco-Friends recycling facility concept and a landfill gas recovery project were discussed.
- The authority has recyclables processing (baling) equipment and is interested in maximizing its use and its support of recycling operations in the region.
- TDK briefly discussed PA House Bill 708 (electronics bill) – it is currently on Governor's desk to sign.
- The consultants (B&L with the assistance of Kerry Tyson of Nittany Engineering) will be surveying municipalities, wastewater treatment plants, haulers, and infectious/ chemotherapeutic waste handlers in the region to gather information on waste and recyclables generation, handling, recovery, and disposal [practices. We should have some initial feedback by the next SWAC meetings.

DETAILED MEETING NOTES - FINAL

Mifflin & Juniata Counties Solid Waste Plan

***Joint* Solid Waste Advisory Committee Meeting #1**

Date of Meeting:	4:00 PM, Wednesday, November 17, 2010
Meeting Location:	Mifflin County Courthouse Mifflin County Planning & Development Department
Meeting #:	Joint SW Advisory Committee Meeting #1
Attendees:	See Attached Sign-in Sheet

Terry Keene of Barton & Loguidice began the meeting.

I. **Introductions of Mifflin and Juniata SWACs to Each Other.** Everyone introduced themselves and Terry asked that everyone tell something about themselves, so the two SWACs could acquaint themselves with each other.

II. **Minutes of Previous SWAC Meetings**. Terry handed out meeting notes from the three previous SWAC meetings (two Mifflin and one Juniata), and asked everyone to review the meeting notes and return any comments they may have on the notes within a week, so we can finalize them. Terry asked everyone for their opinion on the meeting notes. Some felt they were too detailed. Kerry Tyson suggested that Cathy keep the detail in the notes (for the record) and then a summary of those notes also be prepared; Terry agreed to do this. Many liked this idea. Terry announced that the consultants will be creating a webpage where the meeting notes will be posted for everyone to review, so we can keep this process as paperless as possible, going forward.

III. **Food Composting Joint SWAC Site Tours**. SWAC members from both the Mifflin and the Juniata SWACs participated in a trip to State College to see two food waste collection and composting operations, namely the State College Borough and the Penn State sites. Terry commented that it was valuable for this group to view these operations, due to the facts that 1) food waste is accepted, 2) food waste and other organics are a significant component of the waste stream that can be diverted from landfill, and 3) these facilities demonstrate that food waste composting can be accomplished at a relatively simple facility with very minimal odors or other environmental impacts. We may want to talk more about its applicability in this region, as we proceed with the plan update.

Food composting, with waste from larger scale commercial and institutional sources (such as supermarkets, restaurants, schools) can be an efficient first-phase composting project. Curbside collection of residential food waste and other organics can be more challenging, as it requires the education and participation of a much larger audience to gather a smaller amount of food waste. It can be done, but requires a good education program, just as is needed for a successful curbside recycling program. Patty Murphy from Wal-Mart said that they separate many items at the store for recycling and organics processing, and due to this, they have much less waste to disposal of.

Terry asked everyone if this made sense to them (to consider food waste and other organics diversion as part of the management of wastes in the region), and if this is an alternative that these SWACs want the consultants to consider as part of this plan update. Terry informally polled the group, and acknowledged that the consensus in the room is that this is worthy of further consideration.

IV. **Project Status and Schedule Update**. Terry handed out a plan update status report that was provided to the Mifflin County Planning Commission at a meeting on October 28, 2010. On the schedule, Terry pointed out that in November (SWAC meetings – green line), the schedule would show that we have individual county SWAC meetings in February, prepare the draft plan in May, and go through a 9-10 month period of reviews and approvals before the plan update is finalized. We are probably going to need to request a one-time three-month extension of the 2-year grant that Mifflin County received, to completed this work on schedule. Lisa Smith from the Authority mentioned that it might be best to proceed with that extension request soon.

V. **Juniata County Planning Grant Status**. Dave Bardell and Terry Keene met with DEP, took their suggestions, and resubmitted their grant request with slightly modified wording as requested (to reflect the joint planning process). Tony Rathfon from DEP said he looked over the resubmitted application, and that everything looks good with it. He said he would get back to them soon (Dave noted it's been 3 ½ weeks since that conversation). Terry said he's hoping it will work out to be one (1) 2-county plan document, or a document which is largely common, with minimal sections where the two counties' plans differ. There are a lot of opportunities to address common waste management and recycling needs in these two counties. Dave is still on track with the grant, and hopes to receive the grant agreement from DEP soon.

VI. **Intergovernmental Agreement.** DEP would like to see an "Intergovernmental Agreement" between Mifflin and Juniata Counties showing that both counties agree to work together to adopt this plan. Terry will work on drafting something up so that Bill and Dave can review it; this will probably need to be approved by each county's commissioners and then be submitted to DEP. Bill Gomes suggested using something similar to the agreement that the two counties used for a joint comprehensive plan may make sense, and he will forward a copy of that agreement to Terry.

VII. **Status of Opportunities**. The Authority provides and/or supports multiple waste handling and recycling services in Mifflin and Juniata counties. Kerry Tyson stated that it is important for the Authority to remain a functional and vibrant organization, so services can continue to be provided to the region in the future. Therefore, we are looking at ways to help make sure the Authority receives the tonnages and revenues it

needs to stay functional and vibrant. Some of the opportunities that are currently being looked at include:

- Photovoltaic System (PV, or solar energy, system) - to support its own energy use. Terry commented that there are bid documents being prepared by the Authority to issue an RFP for a solar PV system; this RFP may be released shortly.
- WeCare Project – WeCare has been discussing a potential project to manage, initially, bio-solids (sewage sludge) from wastewater plants in the region. Lewistown Borough and Granville Township, along with a few other small plants, have expressed an interest in WeCare conducting an initial feasibility evaluation for a bio-solids project. This project could grow to serve the region's bio-solids disposal needs, and could grow to include leaves, food waste, or other components. The project may be located on a portion of the MCSWA site. The feasibility and details of this prospect are still under development. WeCare has been busy with other projects that should wrap up in the first quarter of 2011. They will then perform the assessment for this area. While WeCare is still interested in this project, much review and planning work is yet to be done to determine the viability of this type of project.
- Eco-Friends – Kerry said there is no update to this. Eco-Friends wants to take the mixed waste, and perform extensive processing to take recyclables out of the waste stream. Yet not too many people have seen the details of their program. There is currently no new information on this.
- Landfill Gas Recovery – Lisa updated the group on two companies, ECC followed by Liberation Capital, that have shown interest in landfill gas collection at the closed Barner landfill site to yield carbon credits (through gas destruction from either flaring the gas or by generating electricity). However, to date, neither project has been deemed viable, based on federal regulations on marketing the credits, and the inability to achieve pricing from the utility company to make the project worth pursuing. Future uses of the landfill gas will be considered based on available grant funds, but at this point it doesn't look promising.
- Other? Lisa is looking at ways in which the Authority's facilities and capabilities can be better utilized in conjunction with Lewistown Borough's recycling operations. More will be reported as it develops. Lisa also noted an interest in tapping into the next 902 grant round for some form of wood processing equipment, which could be utilized to process wood and brush, and possibly prepare the material for use in some form of composting.
- Terry commented that at the Juniata County SWAC meeting, recycling seemed to be very important to everyone there. We know it costs money, but if we can find a way to increase recycling, that is definitely a benefit to the counties. Kerry said we need to look at recycling like a utility. Fees to support this activity may need

to be included in the residential fees. There's a mandatory collection ordinance in place in Mifflin County, but there is no burn ordinance at the county level. There is no one to enforce it. Some of the townships have ordinances, and some do enforce it. There are different versions of each of these and we may want to develop something to adopt, as part of this plan.

Someone asked Terry for a brief summary on the electronics bill on the Governor's desk. There is a House Bill 708 widely supported by the house and senate. The house passed it and it's now on the Governor's desk. The Professional Recyclers of Pennsylvania (PROP) have unanimously supported it, and hopefully the governor will sign it before he leaves office.

VIII. **Data Gathering**. Kerry commented that we are at the point of collecting good background data for putting this plan together. The goal is to identify the waste sources and volumes, look at wastewater treatment plants and where they're taking their bio-solids, identify where the wastes and recyclables are going, see what recycling is being done, where the public dropoff sites are, etc. In addition to the surveys of municipalities, wastewater plants, infectious/chemotherapeutic waste managers, and haulers, we will be talking with the county planners and recycling coordinators. Terry said by the time we meet next time we should have the surveys out, and have some information returned to us. We will tap what information we can from the sources that have the information currently.

IX. **Next Meeting Time, Place, Location.** Terry commented how efficient he felt this meeting was. February is the next time we meet. Let's target the week of February 14th, in Juniata County. Wednesday seems to be the preferred date (16th) and the 15th would be the backup if there were a conflict. 6:30pm would be the time of the meeting.

Terry asked everyone to put their time out on the sign in sheet.

Meeting adjourned 5:50 PM.

Respectfully submitted,
Cathy Johnson
EfficientC

SWAC Meeting #3 - Mifflin County

Locaton of Meeting: MIFFLIN CTY COURTHOUSE

Meeting #: 3

Mifflin County Solid Waste Plan Update
Sign-In / Sign-Out Sheet

Date of Meeting: 2/16/16

Time of Meeting: 3:30PM

Name	Representing:	Address	Email Address	Time In	Time Out
CATHY JOHNSON	EFFICIENTC		EFFICIENTC/MCE GMAIL	3:15PM	5:10PM
Bob KIBLER	LEWISTOWN BORO		rkibler@LEWISTOWNBOROUGH.com	3:15	5:05
Kevin McCarty	Parks Sharpe		Kevin@parksharpe.com	3:15	5:05
Kerry Tyson	Nittany ENV			3:15pm	5:10pm
Lisa Smith	MCSWA		LISA@MCSWA.com	3:15p	5:10pm
Pam Lechlist	PA Clearways		pammiff@acsworld.com	3:25	5:05
Dallas Stall	MCSD		DLS36@MCSD.org	3:26	5:05
EARL E. "PETE" WEAVER JR	Granville Twp Sewer/water		eweaver JR@Comcast.net	3:25pm	5:10pm
Dan Kobelle	Derry Twp		dmKb@verizon.net	3:20pm	5:10
Dan Dunmire	MIFFLIN Co. CONSERVATION DISTRICT		ddunmire@mifflinccd.com	3:25	5:10
Bill Gomes	Mifflin Co. Planning Dept		wgomes@co.mifflin.pa.us	3:30	5:10
John Lundsted	PA DEP		jlundsted@state.pa.us	3:30	5:10pm
RICHARD GINGRICH				3:30	5:00
TERRY KEENE	BARTON + LOGUIDICE			3:15	5:10
ASHLEY DUNCAN	BARTON + LOGUIDICE			3:15	5:10

Type of Meeting: ADVISORY COMMITTEE #3

Mifflin County
Solid Waste Advisory Committee Meeting
Wednesday, February 16, 2011, 3:30 pm
Meeting Room B (2nd Floor), Mifflin Co. Courthouse

I. Introduction

II. Minutes of previous SWAC meeting (see website)

III. Project Update Schedule – extension request

IV. Project Website operational

a. www.bartonandloguidice.com/mifflin-juniata-swplan.htm
b. Linked to Mifflin and Juniata Websites

V. Intergovernmental Agreement between Mifflin and Juniata County - Status

VI. PaCleanways Open Dumping Study

VII. MCSWA Status Update, Opportunities

a. Photovoltaic at MCSWA Transfer Station
b. We Care project
c. Eco- Friends
d. Landfill Gas-no interest at this time
e. Grants
f. Other?

VIII. Data Gathering: surveys update

IX. Upcoming Study Tasks

X. Other Concerns/General Comments

XI. Next Meeting Time, Place, Location

Meeting Synopsis
MIFFLIN COUNTY SWAC COMMITTEE MEETING #3
FEBRUARY 16, 2011

- Terry Keene of Barton & Loguidice (B&L) explained that the website is now up and running, and the purpose is to provide an easy flow of information to the SWACs as well as to cut down on paper generated by making copies of drafts of this plan. There are links on the B&L webpage to each county's website, as well as links on each county's website directly to the B&L Regional Plan webpage. As draft chapters of the Regional Plan are prepared, they will be placed on the website, and SWAC members will be notified.
- There was a discussion of Mifflin possibly filing for an extension to their currently deadline; however, John Lundsted from DEP suggested that we should wait until approximately June 2011 to find out if we need an extension, before one is applied for.
- A draft of the Intergovernmental Agreement between Mifflin and Juniata counties was distributed for discussion and feedback. This version is subject to revision, will be finalized, and given to the two sets of County Commissioners for review and adoption soon.
- TDK discussed the PA CleanWays and illegal dumping.
- Ashley Duncan of B&L provided a detailed analysis of the Mifflin County Illegal dumping study, the 2010 dumping tonnages and some additional information on illegal dumping. She also discussed possible steps to reduce illegal dumping in the future.
- Kerry Tyson commented that if people don't have a place to dispose of their waste, they may be more prone to illegal dumping. It is suggested that rural transfer stations or dropoff facilities, located in rural areas, may offer an alternate to illegal dumping in those areas.
- Bill Gomes requested the statistics be emailed to him about the PA CleanWays studies for Mifflin County.
- Kerry reported that the WeCare project is still in motion; further discussions and proposals are planned and expected for early 2011.
- There was a discussion on the possibility of the Authority generating its own electricity from solar panels, and soliciting proposals for a photovoltaic system. Bill Gomes suggested the team check with Derry Township first. Lisa said that Derry Township was already contacted and coordinated with, and that an RFP is already on the street for PV solar proposals.
- TDK commented that organics and food waste composting is still an opportunity that should be kept in the plan. Bill Gomes introduced Mr. Gingrich who stated that he and others have concerns about that topic. He is attending this meeting simply to "observe". Mr. Gingrich was vague as to his concerns, but potential odors and stormwater management were two of his items of interest. Kerry Tyson and Lisa Smith each commented that it is very early in the planning process to try to address his comments now, but that these will be kept in mind as the project concept is developed. Their concerns are way ahead of the Authority at this stage. Kerry invited Mr. Gingrich to reach out to Mr. Welsh, the Authority's Advisor on this issue. Mr. Welsh attempted to contact Mr. Gingrich in December 2010 but he has not received a return call from Mr. Gingrich.
- Kerry Tyson provided an update on the surveys that went out and who they went to. He commented that the response rate was at approximately 50% at this time but is hoping for greater participation by the cutoff date.
- Terry updated everyone on the status of the Plan. Currently the Consultants are gathering data, such as population projections, waste tonnages, etc. They are preparing an RFP to secure disposal capacity for the next 10 years.

DETAILED MEETING NOTES – PRE-FINAL
Mifflin County SWAC - Solid Waste Plan Revision

Mifflin Advisory Committee Meeting #3

Date of Meeting:	3:30 PM, Wednesday, February 16, 2011
Meeting Location:	Mifflin County Courthouse Lewistown, PA
Meeting #:	Mifflin SWAC Meeting #3
Attendees:	See Attached Sign-in Sheet

Terry opened the meeting and introduced John Lundsted from DEP. Terry explained that there has been progress made on this project. The joint meeting between Mifflin and Juniata was the last meeting that has taken place. Terry mentioned that since that last meeting, the website has been launched. Terry asked if everyone had a chance to view it (he handed out a screen shot from the webpage). Terry pointed out that the most recent schedule is also on the website. It's as simple as clicking on it to review it. Terry commented on the different aspects of the website as well as commenting that each county has a link on their website to the Solid Waste website also. The website also lists the meeting dates, notes and attachment for both Mifflin and Juniata Counties. Terry asked if there were any questions or comments pertaining to the website – there were none. Terry asked if anyone had any comments on the notes from previous meetings we've had – there were none. Terry requested that if anyone had any comments or changes, please get them back to Bill Gomes. Bill will review them with Terry. Bill suggested that it would be helpful if everyone received notices when items are updated on the website.

Terry talked about Mifflin County and their request for a 3-month extension. Lisa commented that the deadline for expending Mifflin County's grant funds for the plan update currently is January 2012. Terry commented that if we need to go through a "Substantial" plan review and approval process, that would take us to March/April 2012. It was noted in the latest project schedule that a possible 3-month extension to the grant may be needed. John Lundsted from DEP suggested we wait until approximately June 2011 to find out what our expenditures and schedule outlook are on this plan, before we apply for that extension. Terry stated that Mifflin was a 2-phase project, and that some work was done in 2009. John said extensions are tough right now because for an extension, you have to show need. He continued by saying that DEP will be opening another 901 planning grant application round, so if there is a need for more money in this plan, Mifflin can request it at that time. John feels that there shouldn't be a problem or a delay in Mifflin's applying for a grant extension, if we file for an extension by June 2011. Terry asked about the details of a new 901 grant. John said it's a matter of getting it approved first; it's still in the early stages. Terry requested notification of the grant round when it opens. John said that notification will be sent to the county coordinators.

Terry provided an update on the status of the Intergovernmental Agreement between Mifflin and Juniata. Terry passed around a draft of an Intergovernmental Agreement for everyone to see (see handouts). Bill Gomes said Millie in his office put this Agreement together so he would like more time to look at it. Terry said the two SWAC Committees have talked about this being a joint update; however, there may be sections of chapters that might be specific to Juniata or specific to Mifflin. Terry commented that there's been a history of regional cooperation and this Agreement will just formalize that. Terry commented that Larry Holley from DEP previously stated that he would like to see something formal between the counties. Terry stated that there are a lot of good reasons for the counties to work together. He reminded everyone that this Intergovernmental Agreement (draft) is subject to revision and that this copy is just the current version. Terry asked for everyone to please review and provide comments to Bill Gomes. Bill will then funnel those comments to Terry. Kerry Tyson feels that the majority of comments may come from Commissioners and Attorneys. Lisa suggested that at the same time this Agreement is being revised, we should reaffirm the delegation of powers between Mifflin Authority and Mifflin County that implement the plan. Bill agreed, saying that he does not want to confuse matters since that reaffirmation is strictly for Mifflin County, not Juniata. Lisa said the Agreement might need to be reworded due to implementation of certain measures. Mifflin County will probably delegate those to the Authority, but it needs to be clearly stated in the Delegation Agreement.

Terry moved on to Agenda Item VI: PA CleanWays and the illegal dump study. Terry said right now we're gathering information. He commented that Pam Sechrist from PA CleanWays has daily involvement with it. Terry commented that Ashley Duncan from his office has summarized the current number of dumps, and the recommendations to clean up existing illegal dumps and to reduce or eliminate illegal dumping in the future. Terry asked Pam if Pa CleanWays had done a study on all counties in Pennsylvania; Pam responded that some are completed and some are ongoing, but the goal is to assess illegal dumpling in all PA counties. Pam said that PA CleanWays is now affiliated with Keep PA Beautiful, which is also affiliated with Keep America Beautiful; however, PA CleanWays will continue to keep their own identity. Ashley commented that the purpose of PA CleanWays is to eliminate illegal dumping. Ashley provided a detailed analysis of Mifflin County's 2010 dumping tonnages, and some additional information on illegal dumping activities, including tires (see handout).

Bill Gomes asked if the statistics could be emailed to him. Terry said that information will be sent out to everyone via email and it will also be posted on the website. Ashley commented that

one can also retrieve the statistical information by going to PA CleanWays' website, click on any county that you're interested in seeing, and that report will come up.

Ashley continued with discussing possible solutions, such as organizing a cleanup event, site monitoring, community education, enforcement of existing laws, putting up signs, etc. Terry said an RFP will be published in the near future and it could include a requirement for provision of site-cleanup disposal capacity as well. Bob Kibler feels it's a good idea to put this disposal capacity requirement in the RFP, because landfills will be more than happy to accommodate that request. Pam commented that she cleans up used tires and she gives them to Lisa at the landfill, and Lisa commented that they get recycled through the transfer station.

Terry said the plan update would acknowledge the summary of illegal dumping studies that were done in 2010. Terry said Dan Dunmire was involved in the open dumping issue during the last Mifflin plan update. He asked Dan for his comments. Dan said it shows progress (30+ sites identified now, versus 80+ sites identified around year 2000), and the numbers speak for themselves. It's a pretty comprehensive assessment. In the last 10 years since PA CleanWays has come along, there's more awareness now. Pam said it was a lot easier when she was getting free landfill space. She said that when she does cleanups along township roads, the township sometimes hauls the material for them. That saves them some money on dumpsters and hauling. Pam said they've talked to the state too. She said they do those on Saturday, so it would have to sit until Monday for them to pick them up. Lisa said since the Landfill doesn't have the ability to give Pam free space, maybe she could put a bin out for a lower (like $25) pull fee. Pam set a date with Lisa (March 5th) for Pam's next pickup (at Old Stage Road), and on that day they will discuss what the next step is. Lisa will do what she can to help.

Terry asked Bill to add John Lundsted to the email list of updates on this plan. Bill requested Terry to send him John's email address and asked Terry to send him the link to the website also.

Updates on Agenda Item VII:

Photovoltaic Project – if the Authority can generate its own electricity, maybe we can save money after a payback period, and possibly include solar renewable energy credits (SRECs) also. Bill said that previously, we had a proposal on the table to look at, and now we want to go out and solicit formal proposals. He recommends checking with Derry Township on project requirements prior to soliciting proposals. Lisa said there is an RFP on the street already; Lisa confirmed that she went to Derry Township months ago and spoke with Jim Feaster; he said it should be no problem with proceeding. She said Jim commented that if anyone were awarded

the contract, they would be responsible with meeting Township requirements. Terry said that in the Phase 1 study, it identified a lot of measures to secure revenues. The challenge now is to try to confirm and implement those measures, and to tie them into the plan update, and to continue to look for other opportunities. The Solar RFP has gotten a lot of interest, and Lisa said there are about 40 vendors that may be interested in it. There is a mandatory pre-proposal conference for the project on 2/23/2011 at 1PM.

WeCare project – a potential biosolids processing project that could be operated in conjunction with other operations of the Authority. Kerry commented that WeCare is currently evaluating the sewage sludge letters of interest from potential wastewater treatment plants and are possibly interested in incorporating food composting as a later addition to the project. They are very busy, but report that they want to continue with this project. There is a tentative meeting (unconfirmed) for the end of February to discuss the aspects of the project further. In the end, it may come down to what they need to charge for services to compost the sewage sludge, in order to support project financing. Bill asked how long ago the last discussion was, and Lisa said she spoke with them yesterday. Terry said he spoke to Jeff Budzich of WeCare a few weeks ago. Lisa said "discussion" on her end means emails. Bill said it seems as though these discussions are not going anywhere. Lisa commented that some of the delays are not necessarily WeCare's fault. Kerry feels that WeCare's letter of intent could have been better; things are being done, but not in the time frame that we were hoping. Terry commented that Jeff from WeCare stated that he would be getting back to the Authority by early 2011. Kerry recapped that there is potential to help both counties on their biosolids handling needs, with a WeCare project.

Eco-Friends – much less information is available on this technology and potential project. They haven't shared many technical details with any county representatives. This company also does not have a lot of experience with operational facilities. Lisa said she doesn't believe there's been one word of correspondence with Eco-Friends since the last SWAC meeting. Terry doesn't expect this project concept to go anywhere.

Landfill gas – opportunities are not good for landfill gas recovery at the closed Barner landfill. The amount of gas being produced is on the downside (the site was closed in 2005), and gas production continues to decrease over time. Kerry said there were people who were very interested in landfill gas recovery at the site at the end of December 2010, but that the local power company has offered very low rates for the electricity that was to be generated, and this has ended the deal. Kerry feels that this opportunity (landfill gas recovery) is dead.

Grants – Lisa and Terry spent time trying to track down a few grant opportunities. They haven't found a whole lot. There may be a pollution grant opportunity, but the deadline is 2/24/11.

Other – CBGD money and issues – Bill Gomes checked to see if solid waste or recycling facilities or projects are eligible for CDBG funding, which is an annual grant application process administered by Mifflin County and by some of the county's municipalities; the state approves all recipients of funds. After multiple discussions/ e-mails with Bill, Kimberly from the state funding agency replied that this doesn't appear to be possible. There are two issues - one is meeting the low-and-moderate-income threshold, and the other is qualifying the type of project. On the first, Bill said you have to show a benefit to low and moderate-income families. Lisa said the MCSWA accepts and handles all the waste in Mifflin County, including that for the low-and-moderate-income community. The county as a whole does not meet the income threshold (over 50% moderate-and-low-income households), so it would be difficult or impossible to identify a project service area that qualifies with the income threshold. Kimberly also is doubtful that a solid waste or recycling facility would even qualify for funding. Bill summarized that the response he's getting from Kimberly is not positive, so he feels it's a dead issue. Terry said if there are other funding opportunities, he will try to track them down.

Terry said organics and food waste is still an opportunity that should be considered in the plan update. Bill said he believes that's why Mr. Gingrich, a neighbor of the Authority's transfer station/ closed landfill site, is here at the SWAC meeting. Mr. Gingrich said he's at this meeting to observe. He continued, that there have been people that approached him stating they are experts and they are concerned with what type of operation might go in that location. Mr. Gingrich understands that some of their concerns are preliminary, but they want to make sure any composting operation is monitored and does not adversely impact their properties. Terry responded that any operations would be observed and monitored. Terry commented that you can't expect to have zero impact, but we strive to keep them as low as possible. Terry said it's encouraging that there are approximately 500 yard waste composting facilities in Pennsylvania, and 30 composting facilities that accept food waste in PA and, for the most part, there's very little impact. The Mifflin and Juniata SWACs recently visited two food waste composting facilities in the region, and found them to be well run, and to have little or no objectionable odor or environmental impacts. John Lundsted said there is normally some odor from composting, but it's typically not an objectionable odor (it is more of an earthy smell), and DEP has not had a whole lot of complaints. John stated that Berks County is starting their composting program and they are taking it to Rodale (?) to compost it. Most composting places are farms, but there are

residential areas around most of them. John said one is right next to a hotel and another is behind a large store.

Mr. Gingrich said the concerns he has heard of relate to the mixing and hauling of manure to the site and the related smell. Terry responded that it is unlikely that manure would be brought into a food waste composting operation at the Authority site. Kerry said the contact person from WeCare said that WeCare takes specific design and operational measures to keep the odors at a minimum.

Kerry noted that the Mifflin County SWA is also aware of and is investigating these potential issues, and has appointed Chairman Frank Welsh to be the contact person from the Authority to discuss and address any concerns or issues by neighbors of the Authority site pertaining to composting. Mr. Welsh attempted to contact Mr. Gingrich at the end of December 2010 via a phone call to initiate the discussions. Mr. Gingrich reported that he did not return Mr. Welsh's call because his "expert" (whom he would not name) had not completed his study of the project yet. Kerry stressed that we are considering two separate types of composting operations here; WeCare is looking at stabilized sewage sludge composting (perhaps with manure mixed in), while the SWAC has been investigating consumer-generated food composting.

Kerry commented that Mr. Gingrich has raised important questions/ comments, but noted that much work still has to be done on project and concept development, and that Mr. Gingrich's concerns are way ahead of where he concept is a this point. Composting is a permitted process and an inspected facility, and there is still a lot of concept design and development work that needs to be done before questions can be answered about it. Lisa added that once the concept is developed, then there's permitting, design, construction/ earthwork, and operational planning that has to be completed; Mr. Gingrich and his group are way ahead of where the Authority is on this subject. Mr. Gingrich reiterated the main concerns are potential odors and stormwater management. Kerry noted that the Authority has access to public sewers for discharge of any process water. Also, the site stormwater pond is tested every six months. The composting operation(s) will need to operate under permit requirements of DEP. Kerry said Mr. Gingrich should return the call of Frank Welsh (Chairman of the Authority's committee), ask questions, work out details, etc. Lisa said the Authority is not trying to hide anything. Mr. Gingrich said the neighbors want to make sure they express any concerns early in the planning process, and that is why he is in attendance.

Terry further explained that there are different ways to compost. Some of the operations are under cover, some are outside; it all depends on what you're processing. The type of facility

design and the materials processed determine the type of odor controls employed. WeCare has said that odor control is a major focus for them, and something they manage all the time. Terry said the concepts are very preliminary right now; there are good questions posed, and we should have separate discussions on this. He feels there is a fear out there because some people don't understand enough about the proposed composting process, and/ or because the concepts are too preliminary. Learning and getting educated will help this situation. Bob Kibler said it would be a good idea for concerned residents to see a similar composting facility, such as the State College or Penn State operations, and see how it works. John Lundsted requested Mr. Gingrich to send him an email, and he will send him the permitting requirements for composting, if he's interested.

Terry moved ahead to Data Gathering and said we're gathering background data for the plan update, collecting surveys, etc. Kerry reported that 10 out of 16 Mifflin County municipalities returned their survey; 2 out of 7 haulers had responded; less than half of the municipalities in Juniata had responded to date; and half of Infectious/ Chemotherapeutic Waste generators and/ or collectors had responded. Some of the responses are going to need further followup. Overall right now, we're at about a 50% response rate. Terry said the last time a survey was sent out, there was 100% participation from municipalities, so we are hoping that we will have similar participation this time. Lisa said some of the counties have dial-up internet service for e-mails, so some of them can't handle the size of the survey document. Kerry said the first survey distribution was by regular mail, the followup request was via e-mail (only to the people he has e-mail addresses for), and the third followup, where needed, is by phone. Kerry said the surveys are slowly continuing to come in, and he's tabulating the information that he has. Terry said those surveys were originally requested back by 2/9, and hopefully we will have more complete responses within the next few weeks. Kevin McArdle from Parks Sanitation said they just have to finalize their survey, and will send it in soon.

The next discussion was about upcoming study tasks. Terry explained that we have to work with the counties on projections of population and waste tonnages over the next 10 years. Bill said there's information in the sewer plan on this. Terry said we would be looking at the waste going to the different disposal sites, and will come up with a per-capita waste generation estimate, in order to project the quantities of wastes and recyclables that will be generated over the next ten years. An RFP for disposal capacity is another task that needs to be done – that's a 3-4 month process, but something that may get underway before the next SWAC meeting. We have to look at different methods for securing disposal capacity for the region's wastestream that may be used. The Lycoming region 5-County Plan is going with a "menu plan" to identify a number of

disposal sites. We should have more information at the next meeting to report on the best approach for Mifflin and Juniata counties.

Terry stated that we are looking for opportunities where the two counties to work together to address municipal waste and recycling needs. We are interested in encouraging joint strategies and providing support of these activities in our two-county plan. For example, Juniata had higher than expected bid prices in response to an RFP they issued to service four dropoff sites for recyclables, so perhaps support of expanded dropoff sites in Juniata County could be one joint effort. Terry asked if anyone had any comments or thoughts they would like to share. No one commented.

Terry scheduled the next meeting for Wednesday, May 4th at 3:30 PM at the Mifflin County Courthouse. (Editor's note – this meeting was later rescheduled to June 15, 3:30 PM, in Meeting Room B on the second floor of the Courthouse).

Bill noted that he wants to make sure we have adequate opportunity for SWAC involvement and time to review of draft plan documents before they are released to the general public. If we need an additional meeting to accomplish this, we should do so. We will assess this thought further as we proceed with finalizing the plan update.

Meeting adjourned at 5:05 PM.

Respectfully submitted,

Cathy Johnson

EfficientC

SWAC Meeting #2 - Juniata County

Locaton of Meeting: EMERGENCY SERVICES
Meeting #: 2

Juniata County Solid Waste Plan Update
Sign-In / Sign-Out Sheet

Date of Meeting: 2/17/11
Time of Meeting: 6:30pm

Name	Representing:	Address	Email Address	Time In	Time Out
DAVE BARDELL	Juniata Co	PO Box 68 Mifflintown	dbardell.co.juniata.pa.us	6:20PM	8:00PM
George Sheffer	Monroe Twp.	P.O. Box 126 Richfield	gpsheffer@uma.net	6:22PM	7:52
Wendy Elsasser	CCD	31109 RR 35N McAlisterville	ccd@tricountynet	6:13	8:00PM
Polly Digon	Mifflintown Borough	419 Orange St, Mifflintown	rpdigon@embarqmail.com	6:25	7:52
JEFF ZIMMERMAN	Juniata Co.	PO Box 68 Mifflintown	jzimmerman@co.juniata.pa.us	6:30PM	7:25pm
Teresa O'Neal	Juniata Co.	PO Box 68 Mifflintown	toneal@co.juniata	6:30PM.	8:00PM
Denise Troyer	Mahantango Ent	2100 Old Trail Rd. Liverpool PA	deniset@mahantango.com	6:30pm	7:57
John Lundsta	DEP	909 Elmerton Ave Harrisburg PA 17110	jlundsted@state.pa.us	6:30pm	7:57
KERRY TYSON	NITTANY ENGINEERING			6:15pm	8:00
TERRY KEENE	BARTON + LOGUIDICE			6:15pm	8:00
ASHLEY DUNCAN	BARTON + LOGUIDICE			6:15pm	8:00
CATHY JOHNSON	EFFICIENT C			6:15pm	8:00

Type of Meeting: ADVISORY BOARD

SWAC Meeting #2 Agenda

Please note that during this meeting, agenda #1 was used.

Juniata County
Solid Waste Advisory Committee Meeting
Thursday, February 17, 2011, 6:30 pm
Conference Room, Emergency Services Building

I. Introduction

II. Minutes of previous SWAC meeting (see website)

III. Project Update Schedule

IV. Project Website - operational

a. www.bartonandloguidice.com/mifflin-juniata-swplan.htm
b. Linked to Mifflin and Juniata Websites

V. Intergovernmental Agreement between Mifflin and Juniata County - Status

VI. Juniata County 901 Planning Grant - Status

VII. PaCleanways Open Dumping Study

VIII. Data Gathering: surveys update

IX. Upcoming Study Tasks

X. Other Concerns/General Comments

XI. Next Meeting Time, Place, Location

Waste Facts and Figures from http://www.cleanair.org/Waste/wasteFacts.html

Waste Production

- In the U.S., 4.39 pounds of trash per day and up to 56 tons of trash per year are created by the average person.
- Only about one-tenth of all solid garbage in the United States gets recycled.
- Every year we fill enough garbage trucks to form a line that would stretch from the earth, halfway to the moon.
- Each day the United States throws away enough trash to fill 63,000 garbage trucks.
- Almost 1/3 of the waste generated the U.S. is packaging.
- Diapers: An average child will use between 8,000 -10,000 disposable diapers ($2,000 worth) before being potty trained. Each year, parents and babysitters dispose of about 18 billion of these items. In the United States alone these single-use items consume nearly 100,000 tons of plastic and 800,000 tons of tree pulp. We will pay an average of $350 million annually to deal with their disposal and, to top it off, these diapers will still be in the landfill 300 years from now. Americans throw away 570 diapers per second. That's 49 million diapers per day.
- Americans throw away 2.5 million plastic bottles every hour.
- Every year, Americans make enough plastic film to shrink-wrap the state of Texas.
- The amount of glass bottles Americans throw away every two weeks would have filled both World Trade Center towers.
- Americans throw away enough aluminum cans to rebuild our commercial air fleet every three months, and enough iron and steel to supply all our nation's automakers every day.
- Throwing away one aluminum can wastes as much energy as if that can were 1/2 full of gasoline.
- In the U.S., an additional 5 million tons of waste is generated during the holidays. Four million tons of this is wrapping paper and shopping bags.
- Americans receive almost 4 million tons of junk mail every year. Most of it winds up in landfills.
- The average American uses 650 pounds of paper a year.
- Each year, Americans trash enough office paper to build a 12-foot wall from Los Angeles to New York City.
- Americans toss out enough paper & plastic cups, forks and spoons every year to circle the equator 300 times.
- The average American office worker goes through around 500 disposable cups every year.
- Nearly 44 million American workers purchase or eat lunch out every weekday.
- Americans make nearly 400 billion photocopies a year - about 750,000 copies every minute of every day.
- U.S. fax machines sent 30 billion faxes in 1990.
- U.S. businesses now use about 21 million tons of paper every year. That's about 175 pounds of paper for each American.
- Enough hazardous waste is generated in one year to fill the New Orleans Superdome 1,500 times over.
- New York City alone throws out enough garbage each day to fill the Empire State Building.
- In one day, Americans get rid of 20,000 cars and 4,000 trucks and buses.
- As of 1992, 14 billion pounds of trash were dumped into ocean annually around the world.
- Forty-three thousand tons of food is thrown out in the United States each day.
- Americans throw out about 270 million tires every year.
- Sixty-five billion aluminum soda cans are used each year.

Landfills

- Only two manmade structures on Earth are large enough to be seen from outer space: the Great Wall of China and the Fresh Kills landfill!
- Barges (which run 24 hours a day) deliver over 14,000 tons of New York City trash to Fresh Kills every day. (Notes: The Fresh Kills Landfills is closing soon and is only being kept open to receive debris from the 2001 attack on the World Trade Center Towers).
- In 1979, there were an estimated 18,500 landfills in the nation. In 1990 there were only about 6,300, and by 1995 it was estimated that only about 3,000 would still be open. In just 16 years the number of landfills dropped by 84%. During that same time there was an 80% increase in the amount of trash generated.
- Seventy percent of U.S. municipal solid waste gets buried in landfills.
- U.S. landfills are closing at the rate of 1 per day.

Incinerators

- 108,234 tons of waste per day is incinerated.

Waste and Natural Resource Use

- Every year, nearly 900,000,000 trees are cut down to provide raw materials for American paper and pulp mills.
- Each American exerts three times as much pressure on the natural environment as the global average.
- The average American, in one lifetime, uses: 18 tons of paper, 23 tons of wood, 16 tons of metal, and 32 tons of organic chemicals.
- America is home to 5% of the world's population, yet it consumes 1/3 of the Earth's timber and paper; making paper the largest part of the waste stream at 37.5% of the total waste stream.
- Every 4 quarts of oil discarded during an average oil change can contaminate 1 million gallons of water.
- People who change their own oil improperly dump the equivalent of 16 Exxon Valdez spills into the nation's sewers and landfills every year.

Recycling Works!

- 1,500 aluminum cans are recycled every second in the U.S.
- Recycling an aluminum soda can saves 96% of the energy used to make a can from ore, and produces 95% less air pollution and 97% less water pollution.
- It takes the energy equivalent of half a soda can of gasoline to produce one soda can from bauxite ore.
- In 1986, 48.7% of all aluminum cans were being recycled. In 1990, that percentage increased to 63.6% and, in 1996, 63.5% were being recycled.
- The amount of paper recycled annually by the average American in 1995 was 301.8 lbs., increasing in 1996 to 329 lbs.
- Recycling one ton of cardboard saves over 9 cubic yards of landfill space.
- One ton of paper from recycled pulp saves 17 trees, 3 cubic yards of landfill space, 7,000 gallons of water, 4,200 kilowatt hours (enough to heat your home for half year), 390 gallons of oil, and prevents 60 pounds of air pollutants.
- Producing recycled white paper creates 74% less air pollutants, 35% less water pollutants, and 75% less process energy than producing paper from virgin fibers.
- Sixty percent of the world's lead supply comes from recycled batteries.
- It takes 90% less energy to recycle an aluminum can than to make a new one.

Meeting Synopsis
JUNIATA COUNTY SWAC COMMITTEE MEETING #2
FEBRUARY 17, 2011

- Terry Keene (TDK) of Barton & Loguidice (B&L) explained that the website is now up and running and the purpose is to provide an easy flow of information to the SWAC's as well as cut down on paper generated within this plan. There are links on the B&L webpage to each county's website as well as links on each county's website directly to the B&L webpage. B&L will begin posting draft plan documents on the website soon, and SWAC members will be notified by e-mail of significant changes or additions to the website.
- Juniata County reported that its DEP Act 101 planning grant has been executed.
- A draft of the Intergovernmental Agreement between Mifflin and Juniata counties was distributed for discussion and feedback. This version is subject to revision, and will be finalized and sent to the two sets of County Commissioners for review and action.
- TDK discussed the PA CleanWays and illegal dumping issues.
- Ashley Duncan of B&L provided a detailed analysis of Juniata County's 2010 Pa CleanWays study, dumping tonnage and additional information on illegal dumping. She also reviewed possible solutions to illegal dumping.
- Kerry Tyson commented that if people don't have a place to dispose of their wastes, they are more prone to dispose of it illegally. Rural transfer stations or drop-offs, located in rural areas, were discussed as a possible alternative to illegal dumping.
- Denise Troyer commented that certain counties have a once-a-year tire clean up event. Last year they received 14 tractor-trailer loads of tires from cleanups. She commented that it's residential only, and a person has to register to participate. Denise also commented that counties that bid out for these collection services include transportation, labor, and running the dropoff program (for 2 days out of the year). The program limits how many tires people can bring.
- Kerry Tyson provided an update on the surveys that went out and who they went to. He commented that the response was at approximately 50% at this time but is hoping for better participation by time the surveying process is complete.
- TDK updated everyone on the status of the Plan. Currently, Barton & Loguidice, with Kerry Tyson's assistance, are gathering data, such as population projections, waste tonnages, etc. They are working on RFP's to secure disposal capacity for the next 10 years. He is also preparing draft chapters of the Regional Plan, some of which should be available for review prior to the next SWAC meeting.

DETAILED MEETING NOTES – PRE-FINAL

Juniata County SWAC - Solid Waste Plan Revision

Juniata Advisory Committee Meeting #2

Date of Meeting:	6:30 PM, Thursday, February 17, 2011
Meeting Location:	Juniata County Emergency Management Building 30 North 3rd Street, Mifflintown, PA
Meeting #:	Juniata SWAC Meeting #2
Attendees:	See Attached Sign-in Sheet

Dave Bardell opened the meeting and introduced John Lundsted from DEP. Terry handed out the Agenda plus a front-page screen-capture from the project website. He commented that from the solid waste plan webpage (which is housed on the B&L website), you can access all of the project information, as well as the county websites by clicking on the county links (and vice versa on the county websites, to access the solid waste plan website). Terry went over the different pages on the website and what is on each page. The website went live as of February 1, 2011. He pointed out that the most recent project schedule is found on the website, as well as upcoming meeting dates, meeting notes and meeting handouts for both Mifflin and Juniata Counties' SWAC meetings. We will be distributing a lot of information to the SWAC through the website soon, and Cathy Johnson of EfficientC will send emails out to everyone, including John Lundsted at DEP, when there is a significant change or update to the website. Terry asked whether there were any questions or comments pertaining to the website – no one commented.

Dave Bardell reported that the Juniata Act 101 planning grant has been approved as of last Wednesday's meeting with DEP. They discussed what DEP expects from them to account for the time spent, and how to submit for payment on the grant. Terry said that their grant has a two-year deadline, from the time of grant contract execution. Mifflin's grant was awarded first (January 2010), so that's why their deadline to use their funds is January 2012. Mifflin may want or need to request a 3-month extension to its grant deadline. Terry commented that we have time to submit for that extension, if needed, so we are going to hold off until June to see what position we're in on schedule at that stage. Juniata County should not need to request an extension, as the two-year period should be more than enough time to complete the work. Terry asked for comments – no one commented.

Terry provided an update on the status of the Intergovernmental Agreement between Mifflin and Juniata Counties. Terry passed around a draft of an Intergovernmental Agreement (IGA) for everyone to see (see meeting handouts). Terry said the two SWAC Committees have talked about this being a joint plan update process/ document; however, there may be sections of chapters of the Regional Plan that might be specific to Juniata or specific to Mifflin. Terry commented that there's been a history of regional cooperation between the two counties, and this Agreement will just formalize that, for the Regional Plan. Terry commented that Larry Holley

from DEP previously stated that he would like to see something formal between the counties. Terry stated that there are a lot of good reasons for the counties to work together. He reminded everyone that this draft IGA is subject to revision, and that this copy is just the current version. Terry asked for everyone to please review and provide comments. Terry said if we develop a regional plan that identifies the benefits of jointly implementing measures, the IGA should acknowledge and provide an agreement in principle for this. Commissioner Zimmerman asked if Terry passed it through the Mifflin County Commissioners yet. Terry said just the SWACs have seen this, to date, not the Commissioners, at this point. We will finalize it and submit it to both sets of Commissioners for review and action. Terry asked if anyone had any questions or comments – no one commented.

Terry moved on to Agenda Item VI: PA CleanWays and the illegal dump study. Terry said right now we're gathering information. Terry commented that Ashley Duncan from his office has summarized the current number of dumps, and the recommendations to clean up existing illegal dumps and to reduce or eliminate illegal dumping in the future. Ashley stated that PA CleanWays is now affiliated with Keep PA Beautiful, which is also affiliated with Keep America Beautiful. Ashley commented that the purpose of PA CleanWays is to eliminate illegal dumping. Ashley provided a detailed analysis of Juniata County's 2010 dumping tonnages, and some additional information on illegal dumping. Ashley said the statistical information can also be retrieved by going to PA CleanWay's website, click on any county that you're interested in seeing, and that report will come up.

Ashley continued with discussing possible solutions, such as organizing a cleanup event, site monitoring, community education, enforcement of existing laws, putting up signs, etc. Terry said an RFP will be published in the near future and it could include a requirement for provision of site-cleanup disposal capacity as well. Terry said it would nice to have a requirement in the RFP for landfills to provide some free disposal capacity, specifically for cleanups. Terry said the plan update will acknowledge the summary of the illegal dumping studies that were done in 2010. It's a pretty comprehensive assessment. In the last 10 years since PA CleanWays has been active, there's more of awareness now of the open dumping issue.

Theresa O'Neal, Commissioner, stated that it's common to see a farm dump that could or could not be active, but most of the time, the farms had dumps on their land for years, or from previous owners of the property. George Sheaffer spoke with two Boy Scout troops, to see if a potential Eagle Scout would like to clean up some of the dumpsites. Boy scouts would have to raise money to get a dumpster, etc. He feels it would be a great way to get it cleaned up, but no one

has done anything about it. Kerry Tyson said PA CleanWays tries to pull the recyclables out before the material goes to the landfill. Wendy Elsasser from CCD agreed that PA CleanWays does that. Terry said this seems to be an appropriate issue to talk about in Juniata County, given the sizeable number of identified dump sites. We need to address it and find a way to support it in the Regional Plan. It's good that PA CleanWays is doing the surveys; otherwise, there would probably not be time or money to go out, find and classify the dumps. Kerry asked whether their surveys identified if it is an active dump or an old dump. Ashley said they don't list that specifically, but they do comment about whether it's routine or continuous. Kerry said that if people don't have a trash disposal option, they can be tempted to illegally dispose of their waste, especially in the rural areas. In some rural areas, they have transfer stations or dropoff sites that offer an alternative to illegal dumping. Terry asked John of DEP if he knows of any rural transfer stations in this region; John said he was not aware of any. Kerry said he isn't sure if the DEP would allow one here, though they have allowed some in Snyder, Union and Lycoming counties.

Wendy at CCD explained to Theresa (Commissioner) what a rural transfer station is. George Sheaffer asked if there is any place in this county where there is no garbage collection service. Wendy at CCD said she is not aware of any place that isn't serviced. Terry said new proposed state regulations, once contemplated by DEP but not currently under active consideration, would allow rural transfer station as a "permit by rule" facility (easier permit approval). John from DEP said he wouldn't expect to see any changes in the regulations any time soon. Terry said Centre County used to have annual events to accept materials or no or a low price, to discourage illegal dumping. It's still cheaper/ easier than cleaning up an illegal dump. Kerry said he just got their newsletter, and they still do it. Theresa said Monroe Township does a spring cleanup, also. Theresa said some of the municipalities have cleanup events, but some have stopped because of cost, liabilities, abuse, etc. Denise Troyer said Luzerne County does a huge tire cleanup every year. They also have an electronics cleanup. Last year, Mahantango got 14 tractor-trailer loads of tires. This has happened for at least six years in this county. The bid process includes transportation, labor, and running the dropoff program (on the 1st two Saturdays in October). They limit how many tires people can bring, so residents need to register for it. It's residential only, not businesses. She believes they get grant money that allows them to run this program. Adams County has it, Dauphin County has it, Lebanon County has it; a lot of counties have it. John from DEP said there is such a thing as a tire grant. Terry said another option for bulky materials, if a municipality bids for services, is to allow a resident can put out one or two bulky items per week that the waste collector will pick it up as part of the bid. It allows for less panic (i.e. the need to put everything out during one cleanup week per year), and another option

for residents. Wendy said some of the items that come out of towns that have cleanups aren't generated in those towns. Kerry said Lewistown Borough requires residents to put a tag on their bulky pickup items.

Updates on Agenda Item VIII. Kerry commented about the surveys being loaded on the website, and discussed the details of those surveys and who they went to. Terry said that we're in the midst of gathering data, collect surveys, etc. Kerry reported that 12 out of 17 Juniata County municipalities have returned their surveys, 2 out of 7 haulers have reported, none of the wastewater treatment plants have responded, and half of the Infectious/ Chemotherapeutic waste generators/ collectors have responded. Some of the responses are going to need to be corrected. Terry said the last time surveys were requested (in Mifflin County), we received 100% participation, so we are hoping for similar results in Juniata County this time. Kerry said the first survey request was via a mailing, the second was via e-mail (for those that had not yet responded, and only to the people Kerry has email addresses for), and the third contact is by phone calling as needed. Kerry said the surveys are coming in, and he's tabulating the information that he has. Terry said those surveys were due on 2/9, and hopefully we will have a more complete response to summarize within the next few weeks. Wendy at CCD said she is confused with the surveys, and requested that Kerry call her. Kerry said that based on the survey response in both counties, there is definitely a lack of education in the public on how solid waste is managed. Many just don't know how to answer the questions on these surveys. Dave Bardell said he's received comments about the biggest problem being manning the dropoffs and the cleanliness of it. Kerry said the problems can be minimized if you follow up and keep up with the sites. Theresa said it's confusing, because there are items that she thinks can be recycled but really can't.

Terry said they are looking at population projections, tonnages of waste that have been reported and delivered to disposal sites, looking at documented recycling, and using this information to come up with a "per-capita" waste generation rate, that can then be used to project future waste tonnages based on population growth. This information will help us determine the volume of landfill space that is needed to dispose of the region's municipal waste over the next ten years. B&L is also preparing an RFP to secure disposal capacity for the next 10 years. Terry said commonly, we could do a menu plan, and we discussed the details involved in something like that. Terry said that a draft RFP may be ready before the next SWAC meeting; it will take at least a 2-3 month process to obtain and review landfill bids. It is currently projected that the Draft plan may be complete or close to completion around the end of May. He'd like to set up the next SWAC meeting for end of April or early in May. DEP requires at least 14 different

items to be included in the plan chapters. Terry said as we start to create some of those chapters, we will upload them to the website for review, and Cathy will send emails to everyone so they know it will be there for them to review.

John asked if we know of the selection criteria for the RFP. Terry said Ashley and he are working on it. John said from both meetings it sounds as if there will be 2 different things done here. Terry said we need to consider flow control as part of this plan, whether there are benefits to it, if it's for one county or both counties, or if a menu plan will be used, etc. In DEP's guidelines, they say a menu plan is a form of flow control. Wendy said Lycoming Landfill doesn't take trash from anything outside of the 6 counties it services. Kerry agreed. Kerry said a flow control plan has to show benefits to dispose of it that outweigh the "harms" created, and may include integrated waste and recycling services, education, etc. There are many ways that large companies can contribute to programs in the counties that will benefit the efforts. John said you have to be careful that you can't mandate that payment of administrative fees be an RFP requirement for vendor selection; you CAN negotiate some sort of fee or funding support. One alternative could be that we want integrated services, but allow vendors to put money into a fund, but it will still need to be part of a negotiated (not mandated) process. Kerry said it all comes down to services you want and what you're willing to pay to get it done. The best way to do it is by using economic flow control, if possible (e.g. make your price so competitive that it is the 'best deal" in town).

Dave Bardell handed out some facts and figures on what recycling can do (see handouts).

Terry said he'd like to set a tentative date for the next meeting for Monday, April 25th 6:30 PM. **Editor's note – the next Juniata SWAC meeting was later rescheduled for June 15, 6:30 PM.**

Terry asked if anyone had any comments or thoughts they would like to share. No one commented.

Meeting Adjourned 7:52 PM.

Respectfully submitted,

Cathy Johnson

EfficientC

SWAC Meeting #3 - Juniata County

Locaton of Meeting: EMERGENCY MGMT

Meeting #: 3

Juniata County Solid Waste Plan Update
Sign-In / Sign-Out Sheet

Date of Meeting: 6/13/11

Time of Meeting: 6:30PM

Name	Representing:	Address	Email Address	Time In	Time Out
Kerry D Tyson	Nittany Eng.	3926 Earlystown Rd 16929 Suite 1 Centre Hall PA	Ktyson@nittanyengineering.com	6:15	8:17
Terry Keene	B & L	1104 Fernwood Ave Camp Hill PA 17011	tkeene@bartonandloguidice.com	6:23	8:17
Ashley Duncan	"	"	aduncan@ "	6:23	8:17
DAVE BARDELL	Juniata Co.	PO Box 61 Mifflintown PA 17062	dbardell@co.juniata.pa.us	6:23	8:17
Polly Digon	Mifflintown Borough	419 Orange St. Mifflintown	pdigone@embarqmail.com	6:23	8:17
Denise Troyer	Mahantango Ent.	2100 Old Trail Rd Liverpool, PA 17045	deniset@mahantango.com	6:28	8:17
MARK PARTNER	JUNIATA BUSINESS + IND.	17159 RT 35S Port Royal Pa 17082	partnem@nationwide.com	6:28	8:17
Mandy Ebaugh	CCD	31109 RT 35N McAlisterville PA 17049	ccdetricounty.net	6:30	8:17
John Lundsted	DEP	909 Elmerton Ave Harrisburg PA 17110	jlundsted@state.pa.us	6:32	8:17
Jeff Zimmerman	Juniata Co. Commissioner		jzimmerman@co.juniata.pa.us.	6:35PM	8:17
CATHY JOHNSON	EFFICIENT C			6:23	8:17

Type of Meeting: SWAC - JUNIATA

Mifflin-Juniata Counties Joint Solid Waste Plan

JUNE MEETINGS - SWAC AGENDA

1. Welcome and Sign-in (5 min.)

2. Overview and Status, Tonight's Topics (10 min.)

a. Mifflin Co. Phase 1 completed

1) Many recommended efforts outlined in study
2) Many steps implemented
3) Stabilized short term finances at MCSWA
4) A sustainable MCSWA serves both counties in future
5) Recommended Regional Planning – Mifflin & Juniata
    a) Intergovernmental Agreement (handout)
    b) Joint Planning, Joint SWAC efforts
    c) One Regional Plan (primarily)

b. Regional Plan Progress

1) Surveys; organics site tours; separate and joint SWAC meetings; planning work
2) More recycling opportunities, sustainability/ security
3) Review Joint Plan Chapters 1-4 this week's meetings; final 4 Chapters (5-8) review at next SWAC meetings
4) Need ways to secure long-term financial and operational sustainability/ revenue security
5) Schedule to Finish Regional Plan

3. Revised Project Schedule (5 min. - handout)

a. August target advertisement date for public comments on draft plan; then, 9-10 months for reviews, approvals, ratification (see revised schedule handout)

b. 901 time extension will be needed for Mifflin County

4. The Draft Regional Plan Review - Chapters 1-4 (45 min.)

a. Draft Regional Plan Chapters 1-3 posted on website late May

b. Chap. 1 Description of Waste - summary review/ discussions

c. Chap. 2 Existing WM System - summary review/ discussions

d. Chap. 3 Recycling Strategy - summary review/ discussions

e. Chapter 4 Disposal Capacity Needs – discussion

f. Remaining Chapters (to be released soon)

1) Chapter 5 – Waste Management System Alternatives

2) Chapter 6 – Recommendations

3) Chapter 7 – Location of Facilities and Programs

4) Chapter 8 – Implementation

5) Appendices (multiple)

5. Ways to Achieve Long-term Sustainability, Secure Revenue, Increase Recycling (20 min.)

a. For Mifflin County/ MCSWA

1) A secure wastestream, stable revenues – 2 counties

2) Continued (expanded?) recycling services to residents, businesses

3) Possible reallocation of some historic costs

4) Coordinated management of services

5) Authority management of County's closed Barner LF

6) Potential integrated services program support

b. For Juniata County

1) Recycling services, managed or provided by MCSWA (in return for waste commitment)

2) More sustainability/ growth of recycling over time

3) More service options for residents, businesses

4) Possible coordinated management of services

5) More County control over its destiny

c. For Waste Haulers (which benefits <u>both</u> counties)

1) A local "disposal option" for haulers

2) Continued large volume hauler-discount benefits

3) Level playing field/ economics for all haulers

4) Reliance on MCSWA for some recycling support

5) Possible coordinated management of services

6. Flow Control - a Tool to Achieve Sustainability, Security (20 min.)

a. Very similar to Oneida-Herkimer U.S. Supreme Court Case – successful flow control program, verified 2007

b. Offer in conjunction with continued large volume hauler discount contracts with MCSWA

   1) Benefit to Parks, CCD, any other qualified hauler (belt & suspenders)

   2) Indirect benefits to all haulers

c. Mifflin County – ordinance to direct waste to TFS

d. Juniata County – ordinance to direct waste to TFS

e. MCSWA – new RFP for disposal services when current contract expires (12-2014)

f. Do now as part of the Plan Update – funding support

7. Other Possible Strategies/ Tools (10 min; + next SWAC meeting)

a. Grow recycling programs in Juniata County over time

   1) Drop-offs, bid help in municipalities, schools

   2) Possible hauler interaction and management

b. Ways to secure revenues for programs

c. Ways to reallocate some MCSWA costs over time

d. Better coordination and management of integrated services

8. Closing Thoughts

Meeting Synopsis
JUNIATA COUNTY SWAC JUNE 13, 2011

- Terry Keene (TDK) of Barton & Loguidice (B&L) explained that draft Chapters 1, 2, 3 of the plan are now on the website for everyone's review. As a reminder, there are links on the B&L webpage to each county's website as well as links on each county's website directly to the B&L webpage.
- TDK discussed with John Lundsted the procedure for filing for an extension on Mifflin's grant deadline. Juniata's grant was approved in 2011 so Juniata will not need an extension.
- The Intergovernmental Agreement between Mifflin and Juniata Counties has been signed.
- Ashley Duncan of B&L provided draft Tables showing Projected Gross and Net Discards by Municipality as well as Regional.
- TDK reviewed with the SWAC Chapters 1, 2 and 3 and advised that the remaining Chapters will be uploaded to the website in the coming months.
- Kerry Tyson updated everyone on the survey results. He commented that the overall response in Juniata County was to increase recycling.
- The main driving interest of both counties is looking at ways to offer more recycling opportunities and ways to obtain more revenue security and operational sustainability for the future. What is also important is the prevalence of illegal dumps and the need to minimize and clean them up, and avoid creating new dumps.
- TDK handed out a revised Schedule and it is also going to be uploaded to the website for everyone's review.
- Recycling and open burning were discussed. The SWAC is considering educating the municipalities and limiting the items that can be burned. There is further discussion needed and more research on how this can be done.
- Flow Control and various forms of it were discussed. DEP requires it to be accurately stated in the plan. Both Counties need further discussion on a final decision as to how this will be handled.
- TDK commented that composting could still be an opportunity, however it may require additional grant money to accomplish as part of this plan. Additional discussions are needed to make this determination.
- The next SWAC meeting will be held on July 18, 2011 at the Juniata County Emergency Services Building at 6:30 PM.

DETAILED MEETING NOTES

Juniata County SWAC - Solid Waste Plan Revision

Juniata Advisory Committee Meeting #3

Date of Meeting:	6:30 PM, Monday, June 13, 2011
Meeting Location:	Juniata County Emergency Management Building 30 North 3rd Street, Mifflintown, PA
Meeting #:	Juniata SWAC Meeting #3
Attendees:	See Attached Sign-in Sheet

Terry started the meeting promptly and discussed the issues according to the Agenda.

Overview and status: Terry commented that the Phase 2 plan recommended additional steps in the long term. There was a discussion about an intergovernmental agreement signed by the commissioners of both counties. This agreement was executed May 24, 2011. It recognizes the value of joint planning, the interest in continuing to cooperate, etc. These 2-counties are doing joint planning and joint SWAC efforts. Terry stated that there is a possibility of doing another joint meeting next time but we will make that determination at a later time. Terry commented that the progress on this plan continues, ongoing planning work is being done, including updated SWAC meetings, survey results, etc.

Surveys - Kerry Tyson updated everyone on the surveys. Municipalities, haulers, wastewater treatment plants, and infectious chemotherapy waste surveys were sent out. Of the municipalities who responded, most didn't know where their trash went. Refuse is collected once a week. All collections are private except Mifflintown Borough. Parks and Cocalamus are the 2 main haulers in the County. Kerry commented that recycling results varied tremendously; there was minimal to no recycling. He also commented that refuse rates vary greatly. Kerry stated that these results are typical of rural townships. Some of this information has been worked into Chapters 1-3 of the plan. Kerry concluded stating that the main driving interest of both counties is looking at ways to offer more recycling opportunities and ways to secure more sustainability for the future. Wendy from Cocalamus Creek (CCD) said it's impossible to give exact numbers on the surveys. Kerry Tyson from Nittany Engineering expressed that she should provide her best estimate on the surveys.

Terry stated that Chapters 1-3 have been on the website for review. Chapter 4 is not yet available for review. For Mifflin County and MCSWA one of the most important issues is revenue security and operational sustainability; and for Juniata County a primary goal is to offer more recycling opportunities.

Schedule – Terry handed out a recent update to the schedule (it will be uploaded on the website). Terry commented that it is the intent to draft the rest of the chapters and hold a joint SWAC review meeting, or two separate meetings on the same day, maybe toward the 3rd week of July. It's important that the process moves ahead on this because it has

to go through about a 9-10 month review and ratification process. Terry stated that a deadline for utilizing planning grant money is quickly approaching. Once the ratification process is done, another SWAC meeting needs to be scheduled to review the final plans and comments and make recommendations to their commissioners. There are three (3) months for all municipalities to ratify the final county-adopted plan. Terry stated that although this is a revised schedule, there is not a lot of change to the previous schedule.

Terry steered a request to John Lundsted (DEP) for a 3-month extension on Mifflin County's application. John Lundsted responded that a letter with an updated schedule would be sufficient to request the 3-month extension. Terry continued by stating that Juniata's money was approved January 20, 2011 so there is no issue here.

Draft Regional Plan Review: Chapters 1-4 (only 3 chapters are currently available). Terry asked if everyone was able to view the chapters on the website (everyone agreed).

Chapter 1 – Description of Waste: which includes populations in the two (2) counties, historic tonnages, and tonnage projections. Two (2) tables with projections are included. Terry made one comment – this was based on the best data received from the counties. Mifflin feedback may be a little optimistic based on census numbers that just came out. There is a big park project that was just proposed that could generate more waste. The decision was made to leave the populations as they are so the numbers may offset. As far as Juniata County, these are in line with the information from the county. No negative feedback has been given. This plan includes residual, commercial, institutional, C&D waste (not residual unless it impacts disposal sites or hazardous waste); the percentages look at what's been disposed of, population, recycling tonnage, and it calculates an amount of municipal waste that's generated. It calculates so many tons per person per day. As a part of this plan we've assumed there will be an increase in recycling. Terry believes that's a realistic percentage of growth. Kerry commented that it's just an educated guess at this point. Terry asked everyone if they were comfortable with the slow growth in the County. Commissioner Zimmerman commented that he doesn't see anything "kicking it up" so that percentage of growth is realistic.

Ashley Duncan from Barton & Loguidice said that Juniata County's numbers do not include the tire tonnage for recycling. Terry said that as of the last update, there was a lot of information collected. This Chapter is foundation work that is needed to do the plan. Terry asked the group for comments. Commissioner Zimmerman asked about sludge beds for water treatment plants. Terry said water treatment sludge is considered residual waste. We didn't survey water plants. Kerry Tyson commented that he sent the survey to them but there was not a big response.

DETAILED MEETING NOTES

Juniata County SWAC - Solid Waste Plan Revision

Juniata Advisory Committee Meeting #3

Date of Meeting: 6:30 PM, Thursday, June 13, 2011
Meeting Location: Juniata County Emergency Management Building
30 North 3rd Street, Mifflintown, PA
Meeting #: Juniata SWAC Meeting #3

Chapter 2 – Existing Waste Management System. Terry stated that this Chapter reflects what's going on in the two (2) counties now. This section has: the rates that are charged, responses to the surveys, the major haulers in the region, the transportation processing and disposal (transfer station), recycling operations, illegal dumping, consideration of expanding facilities, different waste streams (i.e., batteries, household hazardous waste and residual waste), etc. Terry asked for any comments – nothing.

Chapter 3 – Recycling Strategy. A lot of this Chapter has to do with reporting on what's being done in the two (2) counties. Information within this chapter consists of: corrugated plastic, newspaper, mixed paper, glass, changing markets, why recycling quantities are getting lighter, why more cardboard, trends, steel, aluminum, yard waste, used oil, electronics, the benefits of recycling – especially with increasing recycling, composition of waste stream, existing recycling activities (a lot of documentation and background within the boroughs, housing, etc.), some recycling facilities, capability of different methods with recycling (more work needs to be done on this section), yard waste management and collection and low-technology compost operations. A key item here is at the end regarding recycling strategy goals and objectives. Terry asked if anyone had any comments or thoughts; he asked if we missed anything. There were no comments.

Chapter 4 – Disposal Capacity Needs. This Chapter covers gross tons of municipal waste generated over the next 10 years, increased recycling diversions, and the net amount of MSW that has to be disposed of which results in what has to be disposed of in the region. It discusses how capacity is secured – through a Solicitation of Interest (SOI) process – and through waste disposal capacity agreements. These chapters become the basis of our needs going forward.

Terry stated that there are four (4) additional chapters that are remaining. Chapter 5 is alternatives, and Chapter 6 is probably the most critical chapter in this plan since it is a recommendations chapter. Chapter 7 shows the location of the facilities; Chapter 8 discusses how the plan is implemented and who the implementing entity is; there may be an Agreement for the two (2) counties to work together, if required for plan implementation.

After Chapter 8, there will be appendices, which include examples of bid documents, ordinances, and other forms. Public participation information will go in there also.

Terry commented that there is a pretty aggressive schedule to get caught up and allow this to move along. Kerry encouraged everyone to get any issues or comments they may

have back to us right away, so the comments can be discussed and figured out before the Plan goes into final draft.

Terry stated that we now need to discuss the meat of the Plan, such as Item #5 on the Agenda: "Ways to achieve long term sustainability, secure revenue, increase recycling." For Mifflin, we want to secure waste stream and stabilize the revenues. It's important not just for Mifflin but for Juniata too. For Mifflin County (and it's important to both counties) continued recycling services to residents and businesses, coordinated school districts' management of services, a possible RFP for disposal with potential for integrated services program support. For Juniata County, we've identified some areas to help Juniata County – recycling services, growth of recycling over time, more service options for residents/businesses, possible coordinated management of services, more county involvement in its destiny, etc.

For the haulers, this means disposal options, large volume discount benefits, possible coordinated management, etc. Kerry clarified recycling services "managed or provided by MCSWA," that means the MCSWA staff will be sharing their experiences with Juniata County, to assist them but not coming in and controlling the whole thing. It's more of a partnership and an opportunity for the private sector.

Agenda Item #6 - Flow Control. There are various forms of flow control. You can do it contractually, by a county ordinance, or through financial incentives. There was a case in NY where they wanted to direct their waste to a specific facility. It went as far as the U.S. Supreme Court and the ruling required that that type of flow control has to show benefits to the public, which outweigh the harms that can be done, and it has to be done legally. That case is very similar to these two (2) counties. In conjunction, we want to maintain large hauler discounts. If we can implement that and involve the haulers, there is no issue or harm to the haulers. Wendy from CCD said the haulers have to do what's best for their county. Terry said the benefits are how we can increase the recycling for Juniata County. Kerry said the haulers have to show the benefits to the counties, and he feels CCD may have already done that. Terry said as long as equivalent tons are brought in, he believes that's acceptable at each county. Kerry said the MCSWA simply needs the guarantee of waste. If that were not to happen, it would possibly require each county to pass an ordinance ensuring waste deliveries. Terry said something like that would go into the plan.

The MCSWA intends to go out with an RFP for hauling/ disposal services. John Lundsted commented that both counties should agree with this approach. The benefit to Mifflin and Juniata Counties is that there are no other landfills in the area, and this would allow an economical way to haul and dispose of MSW from the region. There would

also be an SOI process to secure disposal capacity in the region. Terry said that's the concept and approach to secure economical waste disposal capacity for a 2-county region. Terry asked for any comments (none).

The MCSWA's RFP process and Plan's SOI process is probably going to be one of the most important coordinated activities in this plan. There was some discussion of a possible fee at the MCSWA gate to cover other integrated waste and recycling services, but it appears at this point that such a fee may not even be collected.

Wendy acknowledged that Lisa Smith of MCSWA wants to help improve recycling activities in Juniata County.

Agenda Item #7 - Other Possible Strategies: school districts (sample bid documents), etc. Polly Digon commented that she works at the district office of the schools and asked what the benefit of recycling is to the district. If she could bring something back to the District, it might help them with their recycling efforts. Kerry commented that sometimes a benefit to the district could be for a hauler to provide a report back on what they are collecting, or the District could ask for a report on waste reduction, recycling, etc. Kerry said it's a great educational factor to teach them how much money it will save them. He said he's not sure if the schools pay a "pull" fee for waste rolloff container pickup. Either way you can show the savings to the District.

Another thing to consider is how we pay for the program. Mifflin is looking for ways to reallocate their costs, and ways to coordinate and manage a regional program. There may be a role for Mifflin County helping Juniata County. Polly asked about Mifflintown Borough's ordinance and asked if that changes, or how does that work. Kerry stated that currently it doesn't say where the waste needs to go. The county then gets involved, and it shouldn't affect the municipality.

Terry said he's going to try to get the additional Chapters out as soon as they are available. He reminded everyone that they might not be issued in numerical order.

The next meeting was scheduled for Monday, July 18 –6:30 PM.
Meeting Adjourned 8:17 PM.

Respectfully submitted,

Cathy Johnson
EfficientC

SWAC Meeting #4 - Mifflin County

Locaton of Meeting: MIFFLIN COURTHOUSE
Meeting #: 4

Mifflin County Solid Waste Plan Update
Sign-In / Sign-Out Sheet

Date of Meeting: 6/15/11
Time of Meeting: 3:30 PM

Name	Representing:	Address	Email Address	Time In	Time Out
Randy Leister	MCSWA			3:00 PM	6:05
Kerry Tyson	Nittany Engineering	—	ktyson@nittanyengineering.com	3:00	6:05
Lisa Smith	MCSWA		Lisa@mifflincountyswa	3:15	6:05
John Lundsted	DEP		jlundsted@state.pa.us	3:20	6:05
Pam Sechrist	PAClearways		pamniff@verizon.net	3:20	6:05
Terry Keene	BAL		—	3:25	6:05
Ashley Duncan	"		—	3:25	6:05
Dallas Stellman	MCSD		DLS3@mcsd12.org	3:25	6:05
Bill Gomes	Mifflin Co. Planning			3:34	6:05
Patty Murphy	Wal-Mart		Pattyj7084@yahoo	3:30	6:05
CATHY JOHNSON	EFFICIENT			3:25	6:05

Type of Meeting: SWAC (MIFFLIN)

Mifflin-Juniata Counties Joint Solid Waste Plan

JUNE MEETINGS - SWAC AGENDA

1. Welcome and Sign-in (5 min.)

2. Overview and Status, Tonight's Topics (10 min.)

a. Mifflin Co. Phase 1 completed

1) Many recommended efforts outlined in study
2) Many steps implemented
3) Stabilized short term finances at MCSWA
4) A sustainable MCSWA serves both counties in future
5) Recommended Regional Planning – Mifflin & Juniata
    a) Intergovernmental Agreement (handout)
    b) Joint Planning, Joint SWAC efforts
    c) One Regional Plan (primarily)

b. Regional Plan Progress

1) Surveys; organics site tours; separate and joint SWAC meetings; planning work
2) More recycling opportunities, sustainability/ security
3) Review Joint Plan Chapters 1-4 this week's meetings; final 4 Chapters (5-8) review at next SWAC meetings
4) Need ways to secure long-term financial and operational sustainability/ revenue security
5) Schedule to Finish Regional Plan

3. Revised Project Schedule (5 min. - handout)

a. August target advertisement date for public comments on draft plan; then, 9-10 months for reviews, approvals, ratification (see revised schedule handout)

b. 901 time extension will be needed for Mifflin County

4. The Draft Regional Plan Review - Chapters 1-4 (45 min.)

a. Draft Regional Plan Chapters 1-3 posted on website late May

b. Chap. 1 Description of Waste - summary review/ discussions

c. Chap. 2 Existing WM System - summary review/ discussions

d. Chap. 3 Recycling Strategy - summary review/ discussions

e. Chapter 4 Disposal Capacity Needs – discussion

f. Remaining Chapters (to be released soon)

1) Chapter 5 – Waste Management System Alternatives

2) Chapter 6 – Recommendations

3) Chapter 7 – Location of Facilities and Programs

4) Chapter 8 – Implementation

5) Appendices (multiple)

5. Ways to Achieve Long-term Sustainability, Secure Revenue, Increase Recycling (20 min.)

a. For Mifflin County/ MCSWA

1) A secure wastestream, stable revenues – 2 counties

2) Continued (expanded?) recycling services to residents, businesses

3) Possible reallocation of some historic costs

4) Coordinated management of services

5) Authority management of County's closed Barner LF

6) Potential integrated services program support

b. For Juniata County

1) Recycling services, managed or provided by MCSWA (in return for waste commitment)

2) More sustainability/ growth of recycling over time

3) More service options for residents, businesses

4) Possible coordinated management of services

5) More County control over its destiny

c. For Waste Haulers (which benefits <u>both</u> counties)

1) A local "disposal option" for haulers

2) Continued large volume hauler-discount benefits

3) Level playing field/ economics for all haulers

4) Reliance on MCSWA for some recycling support

5) Possible coordinated management of services

6. Flow Control - a Tool to Achieve Sustainability, Security (20 min.)

a. Very similar to Oneida-Herkimer U.S. Supreme Court Case – successful flow control program, verified 2007

b. Offer in conjunction with continued large volume hauler discount contracts with MCSWA

   1) Benefit to Parks, CCD, any other qualified hauler (belt & suspenders)

   2) Indirect benefits to all haulers

c. Mifflin County – ordinance to direct waste to TFS

d. Juniata County – ordinance to direct waste to TFS

e. MCSWA – new RFP for disposal services when current contract expires (12-2014)

f. Do now as part of the Plan Update – funding support

7. Other Possible Strategies/ Tools (10 min; + next SWAC meeting)

a. Grow recycling programs in Juniata County over time

   1) Drop-offs, bid help in municipalities, schools

   2) Possible hauler interaction and management

b. Ways to secure revenues for programs

c. Ways to reallocate some MCSWA costs over time

d. Better coordination and management of integrated services

8. Closing Thoughts

Meeting Synopsis
MIFFLIN COUNTY SWAC JUNE 15, 2011

- Terry Keene (TDK) of Barton & Loguidice (B&L) explained that draft Chapters 1, 2, 3 of the plan are now on the website for everyone's review. As a reminder, there are links on the B&L webpage to each county's website as well as links on each county's website directly to the B&L webpage.
- TDK confirmed with DEP the procedure for filing for an extension on Mifflin's grant deadline. Information was received and TDK will draft something for Bill Gomes to submit to DEP.
- The Intergovernmental Agreement between Mifflin and Juniata Counties has been signed.
- Ashley Duncan of B&L provided draft Tables showing Projected Gross and Net Discards by Municipality as well as Regional.
- TDK reviewed with the SWAC Chapters 1, 2 and 3 and advised that the remaining Chapters will be uploaded to the website as soon as they are available.
- Kerry Tyson updated everyone on the survey results. He commented that Mifflin's responses were very good.
- The main driving interest of both counties is looking at ways to offer more recycling opportunities and ways to sustain wastestream and operations, and secure revenues for the future. What is also important is the prevalence of illegal dumps, and steps needed to minimize new dumping/dumps and clean up existing dumps.
- TDK handed out a revised Schedule and it is also going to be uploaded to the website for everyone's review.
- Recycling and open burning were discussed. The SWAC is considering educating the municipalities, providing sample ordinances that limit the items that can be burned. There is further discussion needed and more research on how this can best be done.
- Flow Control and various forms of it were discussed. DEP requires it to be accurately stated in the plan. Both Counties need further discussion on a final decision as to how this will be handled.
- TDK commented that composting could still be an opportunity, however it may require additional grant money to accomplish as part of this plan. Additional discussions are needed to make this determination.
- The next SWAC meeting will be held on July 18, 2011 at the Mifflin County Courthouse at 3:30 PM.

DETAILED MEETING NOTES

Mifflin County SWAC - Solid Waste Plan Revision

Mifflin Advisory Committee Meeting #4

Date of Meeting:	3:30 PM, Wednesday, June 15, 2011
Meeting Location:	Mifflin County Courthouse Lewistown, PA
Meeting #:	Mifflin SWAC Meeting #4
Attendees:	See Attached Sign-in Sheet

Terry started the meeting promptly and discussed the issues according to the Agenda.

Agenda Item #2 - Overview and Status: Terry commented that the Phase 1 Revenue Security and Tonnage Security Study for the MCSWA recommended additional steps in the long term. There was a discussion about an intergovernmental agreement signed by the commissioners of both counties. This agreement was executed May 24, 2011. It recognizes the value of joint planning, the interest in continuing to cooperate, etc. These 2-counties are doing joint planning and joint SWAC efforts. Terry stated that there is a possibility of doing another joint meeting next time but we will make that determination at a later time. Terry commented that the progress on this plan continues, ongoing planning work is being done, including updated SWAC meetings, survey results, etc.

Surveys - Kerry Tyson updated everyone on the surveys. Municipalities, haulers, wastewater treatment plant and infectious chemotherapy waste surveys were sent out. Of the municipalities who responded (100% response), most didn't know where their trash went. Refuse is collected once a week. All collections are private except Lewistown, which has its own municipal collection. The recycling information varied tremendously. He also commented that refuse rates vary greatly. Kerry said this is typical of rural townships. Some of that info has been worked into Chapters 1-3. Terry stated that Mifflin's survey responses are much better than what was received from Juniata County.

The main driving interest of both counties is looking at ways to offer more recycling opportunities and ways to sustain revenue security and operational sustainability for the future. What is also important is the prevalence of illegal dumps and the need to clean them up.

Terry stated that Chapters 1-3 have been on the website for review. Chapter 4 is in the works. For Mifflin County and MCSWA, the primary goal is sustainability; and for Juniata County, it's increasing recycling opportunities. Terry stated that it is anticipated that the remainder of the Chapters will be discussed at the next meeting.

Schedule – Terry handed out an update to the schedule (it will be uploaded to the website). Terry commented that it would benefit the plan to get the rest of the chapters drafted, and then

target either a joint meeting or two separate meetings on the same day to obtain feedback on the plan, possibly toward the 3rd week of July. It is important that the process moves ahead, because it has to go through about a 9-10 month review and ratification process. Terry stated that a deadline for grant money is quickly approaching. Once the public comment period is complete, another SWAC meeting needs to be scheduled to review the final comments and make adoption recommendations to the County Commissioners. There are three (3) months for all municipalities to then ratify/ accept the adopted plan. Terry stated that although this is a revised schedule, there is not a lot of change to the schedule.

Terry steered a request to John Lundsted (DEP) for a 3-month extension on Mifflin County's planning grant deadline. John Lundsted responded that a letter with an updated schedule would be sufficient to request the 3-month extension. Terry continued by stating that Juniata's money was approved January 20, 2011, so there should be no issue for Juniata to finish its work without running up to the 2-year deadline. Terry will draft a letter for Bill Gomes so he knows exactly what Mifflin County needs to put in their letter requesting an extension.

Draft Regional Plan Review: Chapters 1-4 (only 3 Chapters are currently available). Terry asked if everyone was able to view the chapters on the website (everyone agreed).

Chapter 1 – Description of Waste: which includes populations in the two (2) counties, historic tonnages, and tonnage projections. Two (2) tables with projections are included. Terry made one comment – this was based on the best data we could get from the counties. Mifflin feedback is that these may be a little optimistic based on census numbers that just came out. However, there is a big project including a water park, hotel, etc.; this project was just proposed and could generate more waste which may affect the per person ratio. The decision was made to leave the populations as they are, as the numbers may offset. As far as Juniata County, these are in line with the information from the county. No negative feedback has been given. This plan includes residual, commercial, institutional, C&D waste (not residual unless it impacts disposal sites or hazardous waste); the percentages look at what's been disposed of, population, recycling tonnages, and it calculates an amount of municipal waste that's generated. It calculates so many tons per person per day. As a part of this plan, we've assumed there will be an increase in recycling. Lisa from MCSWA commented that she is looking at the "what if" concept. She fears that those numbers will create a tumble effect. Terry commented that the projection is population growth from 47,000 to 48,300 people, which is really only 3%. He feels it is more optimistic. Bill Gomes commented that if you look at previous years, the population growth was around 400; that is the only thing he worries about. We've assumed there will be an increase in

recycling. Terry believes that's a realistic percentage of growth. It's just an educated guess. Terry asked everyone if they were comfortable with the slow growth in the county. Terry commented that during the last update there was a lot of information collected. This chapter is the foundation work that's needed to do the plan. Terry asked for comments. Gross discards include municipal waste, etc. Net is after recycling. Bill Gomes asked if the discards are defined in the plan – Ashley Duncan said yes, it's in the narrative. Bill Gomes referred back to the 2003 numbers. Kerry said it shows recycling increased dramatically, but he feels it's both due to increased recycling and the Authority having better data collection and getting the information from the businesses. Ashley commented about tire recycling, and noted that that information is not included in the recycling numbers. It is, however, included in the per capita numbers since it is considered county waste total. John Lundsted from DEP agreed.

Dallas asked if there were a report that Terry gets for hazardous waste, due to some chemicals he would be getting from the schools. John Lundsted mentioned that that material needs to be disposed of properly. Dallas said he joined with other school districts to be able to dispose of it properly. He's currently making sure that he's got the complete list of materials that will be disposed of. They want to make sure the material is going to a proper place to dispose of it.

Chapter 2 – Existing Waste Management System. Terry stated that this Chapter reflects what's going on in the two (2) counties now. This section has: the rates that are charged, responses to the surveys, the major haulers in the region, the transportation processing and disposal (transfer station), recycling operations, illegal dumping, consideration of expanding facilities, different waste streams (i.e., batteries, household hazardous waste and residual waste), etc. It identifies the larger haulers in the region. It also discusses if there is the need to expand the facilities, increase drop-offs, and look at enhancements, if needed. Terry asked for any comments – nothing.

Chapter 3 – Recycling Strategy, which includes: corrugated plastic, newspaper, mixed paper, glass, changing markets, why recycling quantities are getting lighter, why more cardboard, trends, steel, aluminum, yard waste, used oil, electronics, the benefits of recycling – especially with increasing recycling, composition of waste stream, existing recycling activities (a lot of documentation and background within the boroughs, housing, etc.), some recycling facilities, capability of different methods with recycling (more work needs to be done on this section), yard waste management and collection and low technology compost operation. The trends of things like newspaper and corrugated cardboard recycling is included in this chapter. There is a large section that talks about the existing recycling efforts and activities going on currently. At the

end of this chapter is the recycling strategy and goals – things such as encouraging recycling collection, provide services, develop collection events for electronics, etc., document and capturing data, using current efforts to deter illegal dumping, and help identify funding sources. Bill Gomes asked if Terry received any comments from the committee and if he would respond to those comments. Ashley responded that yes they received comments, are reviewing them, and they will be incorporated into the plan.

Bill Gomes also asked if anyone discussed the burning of garbage, and will it be addressed. He feels the issue could be addressed if we checked with the municipalities on what their policies are or if they have ordinances. Kerry commented that that information is available from the surveys. Bill said from a survey he's currently doing, it seems that it is an issue in the county. Burnham Borough allows open burning. Pam Sechrist said she recently received a phone call from someone who called about open burning because their neighbor participates in open burning and because of their activities it almost burned their house down. Lisa Smith said education is the key with the townships. She feels they do not understand how important an ordinance would be. She commented about personally educating each township independently. Kerry Tyson asked John Lundsted about burning of recyclables and how it affects the Authority on applying for grants. John said they couldn't fund recycling equipment in a municipality that allows burning of recyclables. Lisa said the ordinance has to specifically say that they cannot burn paper in their county, in order to make sure this applies. To answer Bill's question about burning, Ashley commented that we could possibly expand the section with more detail. Kerry asked what happens if the county ordinance is not enforced. Bill thought the commissioners gave the Authority the power to enforce it. Bill said he doesn't feel the county has any authority over it. Terry stated that we could put a sample ordinance in the appendices. John Lundsted answered Lisa's question about ordinances for each borough. He stated that if a county/borough has an ordinance that says nothing about burning or recycling, then the residents could do whatever they want with that material. They have to have an ordinance that tells them what is required regarding burning and recycling. Lisa would like to have this ordinance included as part of this plan, since the contract expires in November 2011. Terry asked if that's a battle we want to fight in this plan considering there is a list of other items we need to address also. Bill Gomes suggested having a limit of what can be burned instead of not allowing it all together. Lisa stated that Derry Township is the most productive Township currently. John Lundsted said the materials you set your bins there for have to be restricted from being burned. The municipality has to take some ownership of that. John said if you give people an outlet for this material, they would bring it to that location. Kerry said a mandatory collection ordinance would resolve that. Terry asked if we could table this discussion for another time. Patty Murphy from

Walmart commented that although this was an informative conversation, it took up a lot of time for the one-on-one conversation between DEP and MCSWA.

Chapter 4 – Disposal Capacity Needs. It covers gross municipal waste tons generated over the next 10 years, increased recycling and the net amount of MSW that has to be disposed of, which results in what has to be disposed of in the region. It also discusses how capacity is secured, becomes the basis of our needs and where do we go forward.

Terry commented that there are four (4) additional chapters that are remaining. Chapter 5 is alternatives, and Chapter 6 is probably the most critical chapter in this plan since it is a recommendations chapter. Chapter 7 shows the location of the facilities; Chapter 8 discusses how the plan is implemented and who the implementing entity is, and that there may be an Agreement for the two (2) counties to work together for implementation. After Chapter 8 there will be appendices, which include examples of bid documents, ordinances, and other forms. Public participation information will go in there also.

Terry commented that there is a pretty aggressive schedule to get caught up and allow this to move along. Kerry encouraged everyone to get any issues or comments they may have in right away so it can be discussed and figured out before the Plan goes into final draft.

Terry stated that we need to discuss the meat of the Plan, such as Item #5 on the Agenda: "Ways to achieve long term sustainability, secure revenue, increase recycling". For Mifflin, we want to secure waste stream and stabilize the revenues. It's important not just for Mifflin but for Juniata too. For Mifflin County (and it's important to both counties) continued recycling services to residents and businesses, coordinated school districts' management of services, possible an RFP for disposal with potential for integrated services program support. For Juniata County we've identified some areas to help Juniata County – recycling services, growth of recycling over time, more service options for residents/businesses, possible coordinated management of services, more county involvement in its destiny, etc. The map that Terry provided on the wall reflects that the MCSWA shows a great deal of service and financial benefits to the region. The support it allows for the haulers is a local disposal option, large volume discount benefits, possible coordinated management of services, etc. Kerry clarified recycling services "managed or provided by MCSWA", that means more of the MCSWA sharing their experience with Juniata to assist them, but not coming in and controlling the whole thing. It's more of a partnership and opportunity for the private sector.

Flow Control: There are various forms of flow control. You can do it contractually, do it through a county ordinance, or do it through financial incentives. There was a case in NY where they wanted to direct their waste to a specific facility. It got to the US Supreme Court that that type of flow control showed how it benefits the public, which outweigh the harms done, and can be done legally. That case is very similar to these 2 counties. In conjunction, we want to try to maintain a current form of a hauler discount system. If we can implement that as part of a management program, there is no issue or harm to the haulers. Terry said the benefits also include how we can increase recycling for Juniata and Mifflin County. Terry said as long as equivalent tons are brought in, he believes that's acceptable at each county and the benefits are there. Kerry said the MCSWA wants the guarantee of waste. It would require passing an ordinance in each county. Terry said that would go into the plan. If the hauler takes trash to another location and they list it as Juniata or Mifflin trash, they are in violation of the Mifflin/Juniata agreement. That's where it becomes a problem. The benefit of the MCSWA operations to Mifflin County and the region is that there are no other landfills in the area, and the Authority can provide economical and sustainable services. John Lundsted said you need to accurately describe this in the plan. Figure out what you want first and make sure you can guarantee capacity. Terry said if we implement flow control and a hauler is not complying with it, would DEP work with us on policing it? Kerry said that a hauler from Juniata commented the other night that the Authority has the best deal now but the economic conditions might change that and the haulers are going to argue the residents in this point. Lisa feels that bidding for hauling and disposal services via the MCSWA will help the Authority obtain the most competitive deal that is in the best interest of the Authority and the region. Lisa is asking if we should apply for a new grant to handle this issue. Terry suggested that we parallel it with the regional plan process so it doesn't cause the schedule to be thrown off. John Lundsted said putting in another 901 would be for additional money. The County still has to spend the money already approved before time runs out. Lisa said the additional 901 would allow the County to do more on this specific issue. John said he would look through the grant, take a look at what the applications say, what DEP wrote into the contracts, and then talk about it some more. John's concern is that if it's a 5-year option, it's just an option. The plan has to guarantee capacity for 10 years. John would like to discuss with the DEP attorney and will let us know.

Terry said we want to implement flow control while we can (we are conducting the planning now, with grant funding, and should see that the final plan includes possible contingency flow control measures. If we come up with a program that would support and increase Mifflin County and also grow and increase recycling for Juniata County, you could possibly do that with an

integrated tip fee (it could potentially be a way to help fund programs in Juniata County). Collecting such a fee is not presently in the fee structure.

7. Other possible strategies – school districts (sample bid documents), find additional ways to secure revenue, coordinate and manage a regional program, etc. There may be a role for Mifflin County helping Juniata County. Terry said we'll need to sit down at the staff level with Mifflin and Juniata Counties to list what this plan is going to be, lay out the details, etc. Kerry said it's a team effort, working together to make business opportunities to generate more business for the private haulers.

Terry said he's going to try to get the remaining Chapters out as soon as they are available. He reminded everyone that they might not be issued in numerical order. He told Bill Gomes that he plans to have new chapters on the project website for review prior to the next meeting. Terry asked if everyone had any issues or comments (none).

The next meeting was scheduled for Monday, July 18 – 3:30 PM Mifflin and 6:30 PM Juniata.

Meeting adjourned at 6:05 PM.

Respectfully submitted,

Cathy Johnson

EfficientC

SWAC Joint Meeting #2

Mifflin and Juniata Counties

Locaton of Meeting: MIFFLIN Courthouse MIFFLIN/

Meeting #: 2

Juniata County Solid Waste Plan Update
Sign-In / Sign-Out Sheet

Date of Meeting: 4/4/12

Time of Meeting: 4 PM

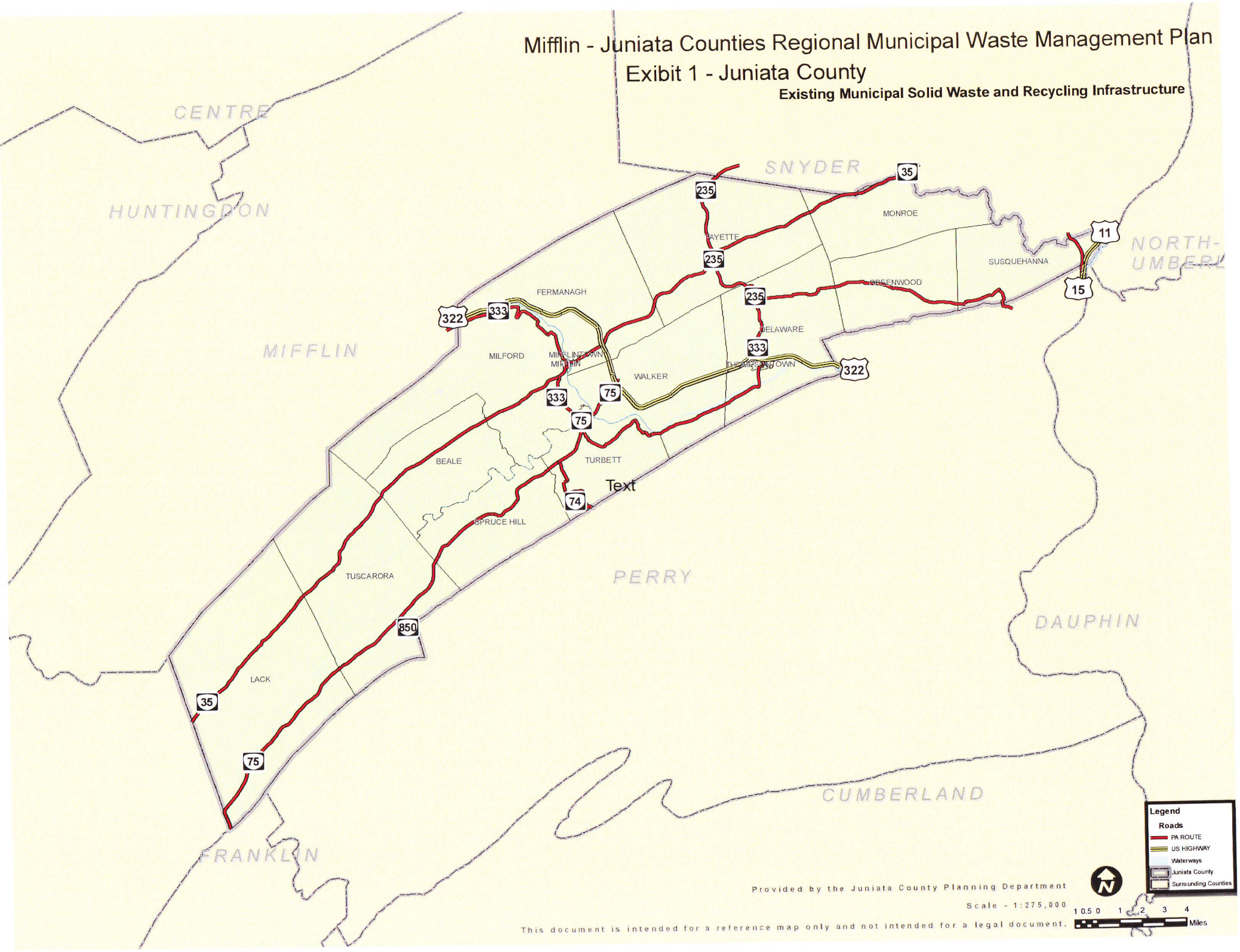
Name	Representing:	Address	Email Address	Time In	Time Out
DAVE BANDOLL	Juniata Co	PO BX 68 Mifflintown PA 17059	dbandoll@co.juniata.pa.us	3:50 P	5:40 PM
Denise Troyer	Mahantango Ent.	2130 Old Trail Rd Liverpool PA 17045	denise@mahantango	3:50 PM	5:40
Lisa Smith	MCSWA	87 Landfill Rd Lewistown PA	[illegible]	3:45p	5:40
Kevin McCardle	Parks Garbage	MT. Union PA		3:45PM	5:40
Kerry D Tyson	Nittany Eng.	Centre Hall PA 2436 Earlystown Road	Ktyson@nittanyengineering.com	3:45	5:40
Terry Keene	B&L	Camp Hill, PA	tkeene@bartonandloguidice.com	3:45	5:40
Kevin Voorhees	"	"	Kvoorhees@bartonandloguidice.com		5:40
Dan Bright	MCSWA	811 Univ. Dr., State College PA 16801	debright@mgblaw.com	1600	5:40
John Lundsted	DEP	909 Elmerton Ave Harrisburg PA 17110	jlundsted@pa.gov	16:00	5:40
Bill Gomes	Mifflin Co			3:45	5:40
DAN DUNMIRE	CONSERVATION DISTRICT	20 WINDMILL HILL #4 BURNHAM, PA 17009	ddunmire@mifflincad.com	3:50	5:40
Dallas Stahlman	MCSO		DES36@MCSO.k12.pa.us	3:49	5:40
CATHY JOHNSON	EFFICIENT C	PO BOX 61845 HARRISBURG PA	CATHY@EFFICIENTcollec.com	3:45	5:40 PM

Type of Meeting: JOINT SWAC MTG #2

Mifflin - Juniata Counties Regional Municipal Waste Management Plan

Exibit 1 - Juniata County

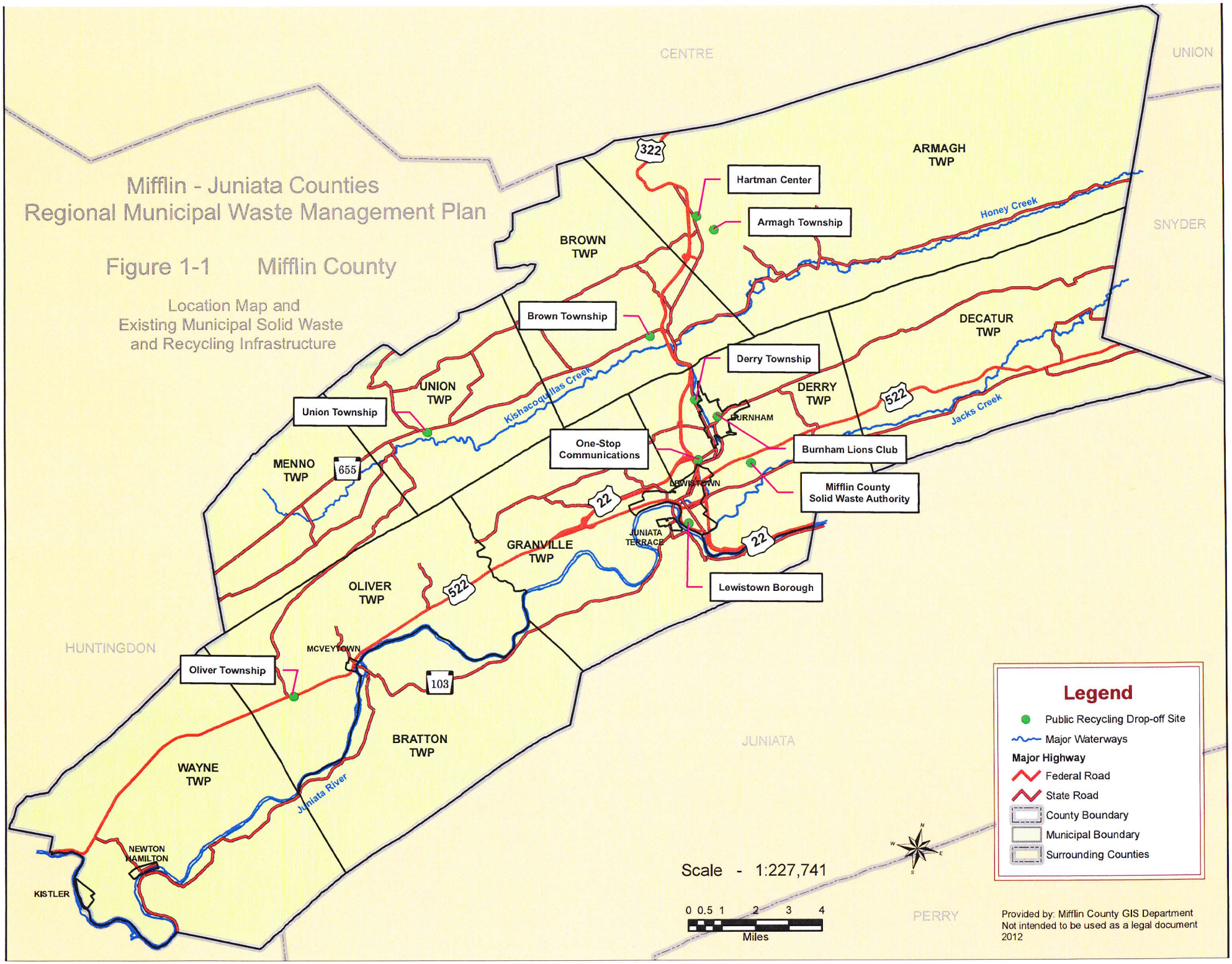
Existing Municipal Solid Waste and Recycling Infrastructure



Provided by the Juniata County Planning Department

Scale - 1:275,000

This document is intended for a reference map only and not intended for a legal document.


Mifflin - Juniata Counties
Regional Municipal Waste Management Plan
Figure 1-1 Mifflin County
Location Map and
Existing Municipal Solid Waste
and Recycling Infrastructure
CENTRE
UNION
SNYDER
JUNIATA
PERRY
HUNTINGDON
ARMAGH TWP
BROWN TWP
DECATUR TWP
DERRY TWP
UNION TWP
MENNO TWP
GRANVILLE TWP
OLIVER TWP
BRATTON TWP
WAYNE TWP
Hartman Center
Armagh Township
Brown Township
Derry Township
Union Township
One-Stop Communications
Burnham Lions Club
Mifflin County Solid Waste Authority
Lewistown Borough
Oliver Township
BURNHAM
LEWISTOWN
JUNIATA TERRACE
MCVEYTOWN
NEWTON HAMILTON
KISTLER
Honey Creek
Kishacoquillas Creek
Jacks Creek
Juniata River
322
522
22
655
103
Legend
Public Recycling Drop-off Site
Major Waterways
Major Highway
Federal Road
State Road
County Boundary
Municipal Boundary
Surrounding Counties
Scale - 1:227,741
0 0.5 1 2 3 4
Miles
Provided by: Mifflin County GIS Department
Not intended to be used as a legal document
2012

Mifflin/ Juniata Counties Regional Solid Waste Plan
Revised Plan Completion Schedule 4-2012

	(Actual Date)		2010				2011				2012				2013				2014				2015			
			Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec
1	**1-2010 thru 4-2012**	**PADEP 901 Mifflin Planning Grant Contract, with Execution**	X									X														
2	**2-2011 thru 2-2013**	**PADEP 901 Juniata Planning Grant Contract**					X								X											
3	**Ongoing**	**Mifflin, Juniata, and Joint SWAC Meetings**			M(2), J	Joint	M, J	M, J				Joint							X		X					
4	**Ongoing**	**Mifflin Co. Phase 1 Study Coord./ Strategies, Initial Mifflin Plan Work**																								
5	**Ongoing**	**Mifflin/ Juniata Joint Plan Work and Pre-Fifnal Documents Preparation**							DEP Negotiations			X														
6	**Ongoing**	**Solicitation Of Interest for Processing/ Disposal Capacity**														X Release SOI		X Select Facilities					X New Proc./ Disp. Contracts Start			
7	**Ongoing**	**MCSWA New Haul/ Disposal Capacity Contract RFP**								Ongoing First Contract - WM and MCSWA						X	Release RFP				X	Execute Contr.	X New Haul/ Disposal Contract Start			
8	**Ongoing**	**MCSWA Large Hauler Volume Discount Contracts**					Ongoing First Contracts (2)					X	(renegotiate)		2nd Round - Contract Renewals						X	(renegotiate)	X 3rd Round - Contract Renewals			
9	**Ongoing**	**Regional Plan Finalization:**																								
		Incorporate SOI Results into Joint Plan Update																X								
		Joint SWAC Final Draft Plan reviews, Drafts to DEP																	X							
		Finalize Draft Plan, CC's OK to Release Draft Plan for Public Comment																	X							
		90-day Public Review/ Comment Period																	X	X						
		Draft Plan Public Hearings - Two Counties																		X						
		Prepare Comment Response Doc, Finalize Plans																		X						
		Comment Reviews with Joint SWAC, CC's																		X						
		Final Plan Adoption, 2 Counties (separate actions)																			X					
		Municipal Ratification Period for Plan (90 Days)																			X	X				
		Tabulate Ratification Results, Submit to DEP																				X				
		DEP Approval of Regional; Plan, Start Date for New Plan																					X			

Meeting Synopsis

MIFFLIN AND JUNIATA COUNTIES JOINT SWAC COMMITTEE MEETING #2

APRIL 4, 2012

- June 2011 was the last time that either the Mifflin or the Juniata SWAC Committee has met. Serious issues and discussions were undertaken between June 2011 and November 2011 with PADEP regarding the regional plan. Those details were eventually resolved, and Barton & Loguidice spent the next several months creating a Pre-Final Draft Regional Plan for SWAC review.
- Pre-final versions of various plan documents were uploaded to the project website for SWAC review periodically between January 1 and March 15, 2012.
- Comments are still being accepted from all SWAC members. Any final comments on the pre-final regional plan are requested within the next two weeks.
- A new project completion schedule has been produced and handed out to both SWAC teams and will be uploaded to the website. This schedule reflects a short pause in plan completion work, to allow various contracts and agreements to become synchronized with the planning schedule.
- Draft exhibits showing the counties were handed out at the meeting. They are still undergoing further edits. They will become figures in the regional plan.
- This is the last SWAC meeting that will be held until the plan finalization process is restarted in the summer/fall of 2013.
- A draft Contingent Flow Control Ordinance was discussed at length at this meeting. The details of this contingent ordinance are being worked on, along with trigger mechanisms and the approach of when and how these measures would be implemented.
- DEP expressed the importance of describing disposal facilities and identifying triggers for flow control in the regional plan. These concerns will be addressed during plan finalization.
- A summary of the Oneida-Herkimer Counties (NY) SWA U.S. Supreme Court ruling that confirmed the rights of counties in directing waste to public facilities was discussed.
- Bill Gomes suggested having a meeting with the municipalities to review the details of the plan. It was noted that the 90-day formal public comment period will include a public information and comment meeting in each county, prior to plan finalization and regional plan adoption by each county.
- There was a discussion of the need to look at long-term funding options for post-closure care costs of the closed Barner Landfill.

DETAILED MEETING NOTES - FINAL

Mifflin & Juniata Counties Solid Waste Plan

<u>Joint</u> Solid Waste Advisory Committee Meeting #2

Date of Meeting:	4:00 PM, Wednesday, April 4, 2012
Meeting Location:	Mifflin County Courthouse Mifflin County Planning & Development Department
Meeting #:	Joint SW Advisory Committee Meeting #2
Attendees:	See Attached Sign-in Sheet

Terry Keene of Barton & Loguidice began the meeting. He thanked everyone for coming. He handed out location maps of each county, as well as a Revised Plan Completion Schedule 4-2012.

I. **Recap –** Last June (2011) was the last time that Mifflin or Juniata SWAC meetings took place. After those mid-June 2011 meetings, Terry Keene from Barton & Loguidice and Lisa Smith from MCSWA met with DEP to have serious discussions on plan details. Discussions and negotiations were not resolved until November 2011. In December 2011 through mid-March 2012, pre-final versions of the plan were prepared and uploaded to the website for review, and this (current) meeting was scheduled. Comments were requested from the SWAC members. Bill Gomes from Mifflin County said he's waiting on one person's comments; Dave Bardell from Juniata County commented that no comments have been received to date on the pre-final draft from the Juniata SWAC.

II. **Schedule**. The revised schedule reflects that we are looking for completion by January 1, 2015. Activity during 2013 and 2014 is what is going to matter, in order to finalize the regional plan by early 2015. What that means is that after receiving comments (next two weeks), there will be a lull in activity, but then we'll get involved in the other disposal capacity solicitation and MCSWA haul/disposal RFP processes. Lisa commented that this is also the timing for renewing large volume hauler contracts.

The 90-day public comment period is currently planned to occur from Feb-Apr 2014. There will be a public hearing in each of the Counties, most likely in the last week of April that year. On the Schedule, on line 3, (June 2014), there should be an X for another SWAC meeting before it is sent to DEP for review. The entire regional plan review and approval process could possibly take the whole year.

III. **Two Draft Plan Issues:**

- **Submission of the 901 grant application for regional plan completion**. Dan Dunmire asked about the submission of the 901 grant application. The response was that it has not been done yet, since Lisa Smith wants to make sure that the plan can be completed within the two-year funding window, once the new grant is awarded for Phase 3 plan completion activities. Lisa Smith also noted that we will be drafting the Solicitation of Interest for waste disposal capacity based upon

the timeline provided, and will work with DEP to fine tune certain items. It means that Chapter 7 of the plan that has to do with the SOI submittals and designated disposal facilities cannot be completed until the SOI process is complete. Terry Keene confirmed that in order to complete the plan, with the new schedule, there will be need for additional grant money.

- **The draft contingent flow control ordinance**. This plan is recommending a contingency flow control ordinance (which has to be drafted) that will be used as the last resort if needed to direct waste to a facility or facilities, if contracts and other measures do not work. Dan Dunmire commented that some things have changed with certain disposal facilities recently. He asked if anything will change with the plan due to that. Lisa stated that preliminary findings show that there may be a marked decrease in waste disposal costs in the marketplace. Terry said that last time an RFP was submitted, there was one key facility that was closer but did not respond to the bid. If those facilities participate in this RFP, it may make a difference to the outcome. Kerry Tyson from Nittany Engineering commented that currently air space is down but fuel costs are rising, so we'll have to see what happens with who participates.

IV. **Required Meetings – 2014**. Terry Keene commented that currently the schedule doesn't show too many meetings, however that doesn't mean both SWAC's can't meet in the meantime to gather interest, comments and feedback on the plan. The schedule is the minimum meeting requirements but that the SWACs may want to have more meetings that what the schedule reflects. Lisa feels she could keep them updated via mail, if necessary.

Bill Gomes stated that he'd like to see some kind of meeting with the municipalities to explain the plan a little better, even if there aren't any other SWAC meetings. Lisa said maybe the County secretaries can put it on the Agenda's that certain drafts are on the website for review. Bill said that's fine but he feels that a public meeting would still be beneficial to do some outreach. Bill wants it linked into the 2nd grant round. John Lundsted from DEP had no problem with it. Kerry Tyson feels that Bill Gomes' idea is good. Kerry continued that the quicker you can get the right information out there and put the fears to rest is a good idea. Bill commented that a mandatory garbage collection ordinance may be the type of issue that would be good to discuss at a public meeting.

Lisa Smith said she would like to see a discussion about the minimums for burning ordinances for the 2nd round of grant discussions. Lisa said she's given it to the haulers as a draft but she feels that they have to have an incentive to want to change the way they handle burning now. She's trying to increase the recycling. Lisa asked Bill Gomes if he wants to participate with the outreach. Terry Keene expressed to Bill that it may be

beneficial to his County and to the outreach. Terry also agrees with Bill Gomes and feels it's better to get the information out earlier than later. (EDITOR'S NOTE – THE 90-DAY PUBLIC INFORMATION PERIOD PRIOR TO PLAN FINALIZATION AND ADOPTION WILL INCLUDE A PUBLIC INFORMATION AND COMMENT MEETING IN EACH COUNTY).

V. **Comments about the Plan**. Terry Keene reported that he received a few comments from Dave Bardell of Juniata County, and a comment from Dan Bright, and there are other items that still need to be discussed. Bill Gomes said his concerns are about John Lundsted's comment pertaining to Mifflin County meeting the April grant utilization deadline. John Lundsted said that the big issue is not necessarily the April 20th deadline, since both counties still have Juniata's money that doesn't expire yet, but John Lundsted wants to know what concerned Bill the most. Terry Keene said that although Mifflin's funds expire in 2-3 weeks, Juniata's don't expire until next year. John expressed his concern about Mifflin meeting the requirements. Bill said his biggest goal is to meet John's concerns first; he wants DEP to be satisfied, and then move on.

Bill asked if any of the participants from Mifflin County had any comments – no one commented. Terry asked Denise Troyer from Juniata County if she had any comments. She commented that, pertaining to her business, she'd like to see things like more scrap tire collections from both counties (2 times per year). Lisa Smith stated that tire collections are something that has been discussed to enhance. She said Juniata County recently appointed someone to participate in PA Cleanways, whose main focus is tire cleanups. She will work with both counties to increase participation and make it better. Dave Bardell said he's also working with someone on expanding electronics recycling.

Lisa asked John Lundsted if there's anything on his list that needs to be addressed. John responded with:

- **The plan doesn't describe the disposal facilities** – there are no disposal facilities addressed in the plan (Terry Keene commented that there will be facilities addressed in the plan once the Solicitation of Interest (SOI) process is complete). John said he can't find it in the plan (Terry referred John to Chapter 7 and said we won't know who the designated disposal facilities are, until we do the SOI). Terry understands that the plan won't be submitted for approval until 2014 so we will have that chapter done by then. John stated that he was concerned that this was the last SWAC meeting. Terry Keene commented that there will be additional SWAC meetings prior to regional plan finalization, he plans to have a menu list of facilities in the plan, and John commented that he's OK with that.
- **You will have to have in the plan the triggers for flow control**. John commented that the SWAC needs to be aware of what those triggers will be if/when it goes to flow control. The trigger mechanism process has to be open,

fair and clearly laid out. John continued by stating that the plan is what goes forward, so it has to be detailed. Terry feels that's a fair comment. John said he continues to review the draft plan and he knows it won't be finalized for another year and a half, but the SWAC needs to have more discussions to put those details in the plan, even for the draft. John said he keeps hearing from the counties that they want it close to final in April. John said right now, it's not close to final, due to the reasons he outlined above. However, if we are aware of what's missing and it's under control, then he's comfortable the final draft will have it in there. Terry said that we'd like to talk about the form of the draft Contingent Flow Control Ordinance a little more, specifically about when it should be implemented, if at all. These SWAC meetings are the process to undertake and consider these concepts.

There was discussion on the timing of implementing the plan but having the flow control ordinance as a draft that might only be adopted in the future. Kevin Voorhees of Barton & Loguidice commented that there's probably no right or wrong way to do it but would it make sense to draft an ordinance, ask the counties to consider it to be put into the plan and then not enforce it until needed. Dan Bright said he feels the Commissioners might not be excited to adopt a flow control ordinance right now, with delayed enforcement. Lisa feels that's a different way to do it, and thought legally it might be cleaner to do it the other way (keep the ordinance as a draft in the plan for now, and only adopt the FC ordinance in the future if and when needed). Kevin said that if adopted now, enforcement of it could basically be what "triggers" the implementation of it in the future. Kevin also advised to keep in mind the possible loss of revenue until enactment of flow control occurs.

John said he does need to pass it by his legal department in order to make sure it's OK to put something like that in the plan. Kerry said it could be in place and if you have to go to flow control you already have it to enforce, but if it never gets to flow control, you don't have to worry about it. Dallas Stahlman feels that it would be easier if it was phased in instead. Dallas feels that there are two (2) counties and 30 municipalities that have to agree with it, which will be tough to get everyone to agree to the same thing. Lisa said the ordinance will be there in draft form no matter what. Dallas said he feels you'll get resistance if you put it A-Z in one plan. He feels the triggers should be made. You have averages from the past that you can use to budget or even work this with some structure.

From this discussion, Kevin Voorhees stated that he feels there are three steps for consideration:

1) We should prepare the draft ordinance, put it in the plan and have it ready for the Commissioners to adopt at the appropriate time, if it gets to that point.
2) It won't be implemented until it is "triggered," but it should be part of the plan now for the commissioners to review.
3) Whatever triggers would be established to initiate flow control in the future, we want DEP to take a look at the documents and the process now, including the mechanism to implement them at the appropriate time.

Terry asked Kevin Voorhees to summarize the 2007 flow control case in NY and comment how the haulers felt. In Oneida-Herkimer counties, NY, the majority of the haulers agreed with the plan and worked with the municipalities. The few that were unhappy about it were the ones that sued (there was a flow control ordinance with a 2-county ordinance plus a 10-year agreement with the haulers). Over a 12-year process, the case worked its way up through the legal system, culminating with legislative flow control being validated at the U.S. Supreme Court level. Some of the disputing haulers actually shut down or retired during the legal process.

Lisa expects that there may be resistance from some of the waste haulers if or when the counties adopt flow control ordinances here. John Lundsted said his personal opinion would be that once the actions or inactions of haulers create the need for flow control to be implemented (contracting and other means become ineffective, and flow control triggers occur), you've taken the option out of their hands and have agreed to proceed with flow control. Once the ordinance is enacted, the haulers have no say in it at that point. Kerry said even if it's in place, due to triggers occurring, legal actions may need to be supported to implement it.

Dallas asked Kevin McCardle from Parks Disposal, in a worse-case scenario, what would happen if they had to go to flow control tomorrow. Lisa interjected that the haulers would much rather negotiate extended contracts than to go to flow control. Lisa said she spoke with the owner of Park's Disposal today, after he reviewed the drafts that were online, he was OK with the concept of contingent flow control – he understood the logic. Dallas asked if you implement flow control, secure the waste and then decide at a later date to sign contracts, what's that option look like? Lisa said she didn't know.

Other Comments on the Plan.

Bill Gomes said that another issue that is not addressed in the current draft of the plan is funding options for covering the Barner Landfill's long-term post-closure costs. Lisa said the previous and current commissioners have been approached with this issue. None of them are willing to volunteer to fund the costs at this time. Lisa said we already have broached the idea of accessing part of any future tax increase to help support post-closure

costs, if a tax increase is ever implemented. At this time, the MCSWA is currently funding these costs through its transfer station tipping fees. Lisa said she's excited about Bill meeting with the Commissioners. Bill said he feels the Commissioners need to be aware of what will happen if the MCSWA fails, and responsibilities shift over to Mifflin County (including post-closure care). Bill Gomes asked if there is an end point to the post-closure requirements. Kerry said it would need to continue for a minimum of 30 years.

Terry asked if John Lundsted had any additional comments – he said no. Terry asked the rest of the group if there were any other comments. No one made comments. Kerry complimented everyone on the hard work that was put in in the last 90 days. Bill said as long as we've done everything we can and PADEP is OK with it, that's all that matters. Terry thanked everyone for this very informative meeting today and all the hard work put in recently.

Meeting adjourned 5:40 PM.

Respectfully submitted,
Cathy Johnson
EfficientC

SWAC Joint Meeting #3

Mifflin and Juniata Counties

Meeting #: 3

Locaton of Meeting: MIFFLIN COUNTY

Mifflin/ Juniata Joint Regional Solid Waste Plan Update

Sign-In / Sign-Out Sheet

Date of Meeting: 1/14/14

Time of Meeting: 4p

Name	Representing:	Address	Email Address	Time In	Time Out
Kerry Tyson	Anthony Eng/MCSWA	2836 Earlystown Rd Centre Hall PA 16824	ktyson@anthonyengineering.com	3:40 PM	5:56 PM
Lisa Smith	MCSWA		LISA@MIFFLINCOUNTYPA.GOV	3:45p	5:00
Randy Leister	MCSWA			3:55PM	5:52
Dave Bardell	J.Co.	PO Box 69 Mifflintown PA 17059	dbardell@juniataco.org	3:40 PM	5:52
Brad Kerstetter	J.C.P.D.	J. Co. Court House	JUNIATACO.ORG DKerstetter@	3:40pm.	5:52
George Shaffer	Monroe Twp/Juniata Co	PO Box 126 Richfield	g.p.shaffer@centurylink.net	3:40PM	5:52
CATHY JOHNSON	EFFICIENTC	PO BOX 514 MECHANICSBURG PA	THINKEFFICIENTC@gmail.com	3:45	5:52PM
EARL E "PETE" WEAVER JR	GRANVILLE TWP	180 HELEN ST. LEWISTOWN PA 17044	ewcaver jr@comcast.net	3:50PM	5:52 PM
Dan Dunmire	MCSWA, MCPC, MCCD	20 Windmill Hill #4 Burnham, PA 17009	ddunmire@mifflinccd.com	3:50	5:52
Bill Gomes	Mifflin Co. Planning	20 N Wayne Lewistown 17044	wgomes@co.mifflin.pa.us	3:55	5:57
Terry Keene	Barton & Loguidice	Camp Hill PA	tkeene@barton and loguidice.com	3:45	6:00 PM

Type of Meeting: _____

Mifflin-Juniata Counties

Regional Municipal Waste Management Plan

JOINT SWAC MEETING AGENDA

1. **Welcome and Sign-in (5-10 min.)**
2. **Overview and Status (10-20 min.)**
   a. Plan Document Status – Website Documents
   b. Mifflin Co. Phase 3 – Regional Plan Completion, Adoption and Approvals
      1) Remaining Tasks
   c. Phase 3 Plan Completion Schedule
3. **Solicitation of Interest (SOI) Process and Recommendations (10-20 min.)**
   a. B&L Memorandum to SWAC with Summary Tables – Handout
4. **Request for Proposals (RFP) for Hauling/ Disposal Services – MCSWA (5 min.)**
   a. Status and Brief Summary – Handout
5. **Open Discussion and Closing Thoughts (5 min.)**
   a. Next Joint SWAC meeting, next SWAC "Tasks"
   b. Sign out

SUMMARY OF REMAINING TASKS:
1/14/14

In order to complete this Regional Mifflin/Juniata Counties Solid Waste Plan (PLAN) and to have it fully adopted by 1/1/2015, the following work needs to be completed in accordance with a new project finalization schedule **(ATTACHMENT A)**:

Task 1: Finalize all tasks to be completed and make a clear concise outline explaining and justifying this final PaDEP 901 Grant Application request
COMPLETED AND PENDING WITH THE PADEP

- No monetary inclusion for this work is included within this grant application for the planning, drafting of the application or required pre-application meeting with PaDEP that took place at the MCSWA Administrative office on August 14, 2013.

Task 2: Delegation of Powers Agreement(s)

- Mifflin County and MCSWA review of the current delegation agreement; must be evaluated and reviewed by legal for required updates to fulfill the needs of the new PLAN.
- Juniata County must evaluate and determine the best way to allow implementation of the PLAN in Juniata County through meetings and discussions with the Juniata County Commissioners, and must determine whether a new Delegation Agreement between Juniata County and MCSWA is warranted; legal review will be necessary.
- Drafting and final legal review of the updated/new Delegation Agreement(s) will be done as appropriate for County and MCSWA legal action and for inclusion within the PLAN.
- Final Legal review is included in this task.

Task 3: Flow Control Ordinance

- Through planning work to date, it has been determined that a contingent flow control ordinance, as a backup to waste delivery contracts, is the best way to secure the sustainability of the MCSWA and its operations. Certain triggers need to be established to clearly define the circumstances under which such a contingency would be activated by one or two counties.
- Final wording of this ordinance and inclusions within this final ordinance will be developed and refined regarding clear trigger mechanisms allowing action to be taken by appropriate delegated parties on behalf of each county, as appropriate.
- Finalization of the draft PLAN text will be conducted relating to flow control and the processes of implementing contingent flow control ordinances to ensure continued delivery of adequate waste flow to the MCSWA Transfer Station and Recycling Depot to support and carry out the goals of the region in meeting its waste and recycling needs.

- The draft or final contingent flow control ordinance will be included in the PLAN appendices.
- Legal review in included in this task.

Task 4: Disposal Capacity Assurance (Plan Requirement for 10 yr. Assurance)

- The two-county Solicitation of Interest/ draft Disposal Capacity Agreement (SOI) will be finalized from draft form and put out to bid to meet the requirements of the PaDEP planning guidelines in this final phase of completion.
- The SOI will be advertised in accordance with a fair, open and competitive bidding process, submittals received and reviewed. The cost of advertising the SOI release in a trade periodical of national distribution is included in this task.
- Recommendations for inclusion in the PLAN will be made.
- Contracts will be finalized with successful selected bidders, and will provide disposal capacity assurance for both Mifflin and Juniata Counties for a period of 10 years.
- The final SOI with draft contract will be included in the PLAN appendices.
- The 10 year capacity assurance contracts will become effective 1/1/2015.
- Legal assistance and review is included in this task.

Task 5: MCSWA Transportation & Disposal RFP and Contract Award

- The current MCSWA transfer station hauling and disposal contract with WM expires on 12/31/2014. A new contract needs to be developed, solicited and executed with an effective date of 1/1/2015. This new contract is needed to help secure the long-term sustainability of MCSWA's waste transfer operations.
- The MCSWA Transfer Station RFP will be finalized from draft form and put out to bid within the time constraints herein. It will cover the hauling and disposal of municipal waste through MCSWA, including but not be limited to the handling of municipal wastes from Mifflin and Juniata Counties.
- A fair, open and competitive process will be used to solicit bidders for this contract.
- This task includes the advertisement and release of the RFP, the receipt and review of proposals, the tentative selection of a successful proposer, and the subsequent negotiations with MCSWA.
- The final RFP with draft contract will be included in the PLAN appendices.
- Legal assistance and review is included in this task.

Task 6: MCSWA Hauler Volume Discount Contracts

- MCSWA needs to develop and execute new large hauler volume discount waste delivery contracts (the primary means of securing waste flow control and needed revenues to MCSWA facilities) with a planned effective date of 1/1/2015 and terms consistent with the new PLAN and other PLAN implementation documents.
- A draft contract will be prepared following the MCSWA Transfer Station Transportation and Disposal RFP award.

- Hauler Meetings and negotiations will be conducted to discuss signing of contracts.
- Legal review of volume discount contracts will occur.
- The effective date of contracts and contract lengths will be confirmed.
- The draft generic large hauler volume discount contract will be included in the PLAN appendices.

Task 7: Meetings Needed to Complete Plan are Inclusive of Tasks #4 and #8

- This task includes a combined total of five (5) SWAC meetings (combination of both joint meetings and individual County SWAC meetings) to compete the PLAN, along with a sixth (6th) meeting where needed during plan completion, to assure proper public participation in the PLAN finalization process. These meetings include two (2) planned SWAC meetings during the performance of Task 4, Disposal Capacity SOI, and three (3) SWAC meetings during the performance of Task 8, Plan Finalization, plus a sixth meeting where needed.
- A number of additional meetings among county staff, county technical advisors, and/or county commissioners are included in this task during PLAN finalization.
- Expenses related to these meetings are included in this task.

Task 8: Regional Plan Finalization

- This PLAN had been determined by PaDEP to be a Substantial Plan Revision due to planning work that confirmed use of contingent flow control as a plan implementation and sustainability tool, and based on planning confirmation of creation of a new regional PLAN serving two counties. PaDEP has well-defined procedures that need to be followed in finalizing a Substantial Plan Revision. Therefore, the final task of to be funded under this grant application is the Regional Plan finalization, the review/comment period, plan approval, and ratification process outlined by the PaDEP regulations and planning guidelines. More specifically, this work includes:
- Finalization of the PLAN to incorporate information developed in Tasks #2 through #7. The approach is to create one regional PLAN serving the two counties. If necessary to address a specific concern or need of one county, a separate section or paragraph may be added to the regional PLAN that either includes or excludes specific plan details for one county or the other county. In any event, the final product will be one regional PLAN document.
- Release of the PLAN for a 90-day public comment period in each county. The counties may each hold public information meetings during this time.
- A public hearing in each county to take formal review comments on the PLAN, during the 90-day public comment period.
- Preparation of a comment/ response document, and modification of the PLAN as necessitated by relevant comments (it is assumed for this budgeting that minimal comments will be received).
- Adoption of the PLAN in each county.
- Release of the adopted PLAN for a 90-day municipal ratification period.

- Once the 50-50 threshholds on PLAN ratification are achieved in each county, submission of the PLAN to PaDep with ratification results.
- Printing Costs/Advertising Costs to move plan to adoption are included here.
- Legal assistance and review is included in this task.

ATTACHMENT A

TIMELINE OF TASKS OVER GRANT CONTRACT PERIOD OF 2 YEARS

	TASK	2013			2014				2015			
		Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec
1	**FINAL 901 GRANT APPLICATION**		x									
	meet with Bill Gomes to update and discuss plans and budget		x									
	meet with Dave Bardell to update and discuss plans		x									
	Pre-Application meeting		x									
	Submit final application to Padep		x									
	Padep approval of final 901 application (2 yr. contract)			x	*pending PaDep							
2	**DELEGATION OF POWERS AGREEMENTS**			x								
	County and MCSWA enter new delegation agreement											
	Juniata County determine need for any delegation agreement											
	Draft and implement a new delegation of powers agreement for each											
	Identify implementing entity on portions of the regional plan											
3	**FLOW CONTROL ORDINANCE**											
	Set trigger or criteria in plan draft for execution of flow control			x								
	Establish procedure in plan to avoid substantial plan update later			x								
4	**DISPOSAL CAPACITY (SOI) PLAN REQUIREMENT 10 YR**			x								
	Release SOI Joint for Region			x								
	JOINT SWAC #1 (overview and review future work outline)			1								
	Select Facilities				x							
	JOINT SWAC #2 (review SOI Results)				2							
	Execute disposal Contracts with facilities effective 1/1/15 10 yr.					x						
	Include executed contracts into appendices of plan remission						x					
	Start of new Contract (1/1/2015-12/31/14) 10 yr.								x			
5	**MCSWA HAULER/DISPOSAL CONTRACT RFP (finalize)**			x								
	Release RFP Joint for region				x							
	bid closing and start negotiating with bidders					x						
	Award Contract/Execute					x						
	Start of new Contract (1/1/2015-12/31/14) 10 yr.								x			
6	**MCSWA HAULER VOLUME DISCOUNT CONTRACTS**					x						
	draft new contract based on results of rfp						x					
	negotiate contracts with haulers have in place by 1/1/15								x			
7	**Meetings Item 7 in budget inclusive through out tasks 4-8**											
8	**REGIONAL PLAN FINALIZATION**											
	Incorporate SOI Results into Joint Plan Update											
	Joint SWAC Final Draft Plan reviews, Drafts to DEP					3						
	Finalize Draft Plan, get CC's OK to Release Draft Plan					x						
	90-day Public Review/ Comment Period						x					
	Draft Plan Public Hearings - Two Counties						x					
	Prepare Comment Response Doc. Finalize Plans						x					
	MIFFLIN CO SWAC-Comment Reviews , CC's							4				
	JUNIATA CO SWAC-Comment Reviews , CC's							5				
	JOINT-OPTIONAL***Comment Reviews with Joint SWAC, CC's							*6*				
	Provide electronic cd copies and one hard copy of final plan											
	Final Plan Adoption, 2 Counties (separate actions)							x				
	Municipal Ratification Period for Plan (90 Days)							x				
	Tabulate Ratification Results, Submit to DEP							x				
	DEP Approval of Regional; Plan, Start Date for New Plan								x			
NOTE	RED INDICATES SWAC RELATED TASKS/MEETINGS											
	***OPTIONAL MEETING DOWN TO TABULATE RATIFICATION RESULTS	25% OF 901			70% OF 901				5% OF 901			

Barton & Loguidice **D R A F T**

MEMORANDUM

TO: Solid Waste Advisory Committee Members
Mifflin and Juniata County SWACs
Regional Municipal Waste Management Plan

FROM: Terry D. Keene, Sr. Managing Engineer
Barton & Loguidice, D.P.C.

DATE: January 14, 2014

RE: Solicitation of Interest for Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Program Support
SOI Submissions, Tabulation and Preliminary Recommendations

THE SOI SOLICITATION

A Solicitation of Interest (SOI) document was prepared by Barton & Loguidice (B&L), under contract with the Mifflin County Solid Waste Authority (MCSWA, or Authority) seeking submissions from waste processing/ disposal facilities that meet minimum requirements and that are willing to commit up to ten years of processing/ disposal capacity for acceptance of Mifflin County's and Juniata County's (the 2-County Region) municipal waste, in accordance with the PA Act 101 County Municipal Waste Planning Process.

This SOI also solicited optional "free" public-service disposal capacity for illegal dump cleanups and similar activities, and asked Respondents to indicate their willingness to enter further discussions, outside of this SOI process, regarding possible support for an enhanced and expanded integrated waste and recyclables management program in the 2-County Region. The improvement and expansion of recycling programs has been identified by the SWAC committees as a goal of the Regional Plan that is now being finalized.

The SOI contains minimum criteria under which Submittals are reviewed in a "pass-fail" screening process, in which items were evaluated such as minimum quantity and duration guarantees for disposal capacity assurance, willingness to discuss ideas on potential ways to support integrated waste and recycling program enhancements, and similar factors. Facilities that "pass" the screening process become eligible for inclusion in the Regional Plan as Designated Facilities, subject to execution of appropriate disposal capacity agreements as part of the Regional Plan finalization and implementation process.

Transfer stations handling municipal waste from the 2-County Region were also asked to indicate their commitment to properly identify transferred municipal waste by original county of origin, and to agree to deliver municipal waste from the Region to Designated Facilities in the Regional Plan.

The SOI release was advertised in the Lewistown Sentinel and in the PA Bulletin in early November 2013, was advertised in the SWANA Industry Watch (a trade organization) on-line publication, and in

the PA Recycler magazine (a recycling and organics trade magazine) in mid-November, and was direct-mailed to a list of approximately 20 processing/ disposal sites and eight (8) transfer stations in the area. Responses to the SOI were due and received until noon on December 12, 2013. During the open period for the SOI solicitation, a comment letter was submitted on behalf of a PA waste industries trade organization to B&L regarding the SOI process and procedures. These comments were reviewed, and after consideration were determined not to require changes to the solicitation process.

A total of eleven (11) processing/ disposal sites delivered Submittal packages to B&L in response to the SOI, including nine (9) landfills and two (2) waste-to-energy facilities. No transfer station submittals were received (it is noted, however, that the Authority is integral to this Regional Plan preparation, and the Authority's transfer station follows all of the desired procedures as it serves/ manages most municipal waste management needs of the 2-County Region).

Table 1, attached, contains a listing of all SOI Respondents, and provides a summary of Submittal information and completeness details from each of the processing/ disposal sites that responded to the SOI. Table 1 also contains footnotes that clarify Respondents' positions on certain items. Table 2, also attached, contains ceiling tip fees that each disposal facility has committed to offer for disposal of municipal waste from the 2-County Region over the next ten (10) years. (Note that these ceiling tip fees do not necessarily reflect the rates that will actually be charged to haulers that utilize the facility, just the maximum fees that could be charged by contract with the 2-County Region for each year of the agreement period. These tip fees also do not include the transportation costs for delivery of waste to the facilities, which will typically be higher for facilities located farther from the Region.) Clarifications were requested on some Submittals by B&L, and were provided by SOI Respondents as requested. Tables 1 and 2 reflect the most current information submitted regarding the SOI Submittals.

<u>SOI "PASS-FAIL" SCREENING CRITERIA AND COMMENTS</u>

All eleven (11) SOI Respondents met the following base requirements:

1. All Respondents complied with the SOI Submittal requirements. Table 1 indicates two (2) sites that did not submit cover letters with their Submittals, and one (1) site that did not respond to a question on Strength of Commitments and Contingency Plans, but these are not felt to be substantive deficiencies in the Submittals. Waste Management included a copy of the waste industry trade organization comment letter (referenced above) in Submittals for each of the three (3) WM sites, but indicated no reservations with the draft Service Agreement or of its intent to comply with the obligations of this SOI process.
2. All Respondents agreed to the terms and Conditions of the Service Agreement, with the exception of Lycoming Landfill which requested several minor, non-substantive changes to the Agreement (see Table 1, footnote 12).
3. All Respondents indicated their willingness to enter further discussions on ways they may be able to potentially support the integrated waste and recycling needs of the 2-County Region.

4. All Respondents indicated their willingness to commit at least the SOI-mandated minimum 1,850 tons per year of waste processing/ disposal capacity to the 2-County Region (capacity commitments varied from 5,000 to 73,000 tons per year, as well as "all waste").
5. All Respondents are willing to accept waste beginning on January 1, 2015, and have committed to take waste for at least five years (in fact, all Respondents committed for the entire ten (10) year contract period, including potential 5-year contract extension).
6. No serious environmental compliance history issues are apparent by any Respondent to B&L that raise concerns at this time.

Also, it is noted that of the eleven (11) Respondents, nine (9) Respondents indicated a willingness to donate "free" disposal capacity (of varying amounts) to the 2-County Region for open-dump cleanups and similar activities, on an annual basis. The Lycoming Landfill did not agree to this stipulation, nor did the LCSWMA Susquehanna (Harrisburg) WTE facility (although the LCSWMA Lancaster WTE facility did make such a commitment). Since this is an optional request and not a strict SOI requirement, this position by these two (2) facilities **does not** indicate non-compliance with the pass-fail" requirements of the SOI.

PRELIMINARY RECOMMENDATIONS

In total, the waste disposal capacity commitments of the eleven (11) SOI Respondents reflect many times the minimum disposal capacity assurance that will be required by the 2-County Region to meet its needs for the ten-year planning period. Further, all SOI Respondents have complied with the minimum requirements of the SOI. Therefore, it is recommended that all processing/ disposal sites that responded to the SOI be tentatively identified in the 2-County Regional Plan as Designated Facilities, subject to entering respective agreements with the 2-County Region at the appropriate time in the Regional Plan finalization, approval, and implementation process. **It is requested that the Mifflin and Juniata County SWACs affirm this position.**

All of the Submittals contained ideas of how the Respondents may be able to help support integrated waste and recyclables management in the 2-County Region. This information should be reviewed by the Technical Team for the Regional Plan, and separate discussions (outside of this SOI process) initiated as appropriate.

CONCURRENT AUTHORITY RFP FOR HAULING/ DISPOSAL SERVICES

It is noted that between early November and December 12, 2013, the Authority undertook its own Request for Proposals (RFP) solicitation process for waste hauling and disposal services to handle wastes from its Transfer Station and Recycling Depot near Lewistown, since its current contract with Waste Management expires at the end of 2014. The Authority received a total of five (5) proposals for waste hauling/ disposal services from the Authority's transfer station. The RFP included a requirement that the successful RFP Proposer must also have responded to the SOI, and must be qualified and eventually be included as a Designated Facility in the Regional Plan. All five (5) RFP Respondents also delivered Submittal packages to B&L in response to this SOI solicitation.

Table 1
Mifflin/Juniata County Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity and Integrated Waste and Recycling Services Support
Completeness Review

Respondent	WM - Mountain View Reclamation Landfill	WM - Southern Allegheniles Landfill	WM - Laurel Highlands Landfill	IESI - Blue Ridge LF Parks/Apple Valley Waste	Lycoming County Landfill	Advanced Disposal Services - Greentree Landfill	Advanced Disposal Services - Sandy Run Landfill	Advanced Disposal Services - Mostoller Landfill	Clinton County Landfill	LCSWMA - Susquehanna RMC (Harrisburg)	LCSWMA - Lancaster WTE
Proposal Submission											
1. Cover Letter	X	X	X			X	X	X	X	X	X
2. Before Submission Deadline	X	X	X	X	X	X	X	X	X	X	X
3. Included Proper Forms	X	X	X	X	X	X	X	X	X	X	X
4. Completed in Ink or Typewritten	X	X	X	X	X	X	X	X	X	X	X
5. Disclaimer Statement	X	X	X	X	X	X	X	X	X	X	X
6. Correct Number of Copies	X	X	X	X	X	X	X	X	X	X	X
7. Electronic Copy	X	X	X	X	X	X	X	X	X	X	X
Proposal Content											
1. Correct Term of Contract	X	X	X	X	X	X	X	X	X	X	X
2. Type and Estimated Quantities of Waste to Be Accepted	X[1]	X[1]	X[1]	X	X	X[14]	X	X[14]	X	X[20]	X[22]
3. Proposed Rate Schedule	X	X	X	X	X	X	X	X	X	X	X
4. Company Experience and Operating History	X	X	X	X	X	X	X	X	X	X	X
Lawsuit/regulatory actions/fines	No current legal actions: Respondent included their company's compliance history[2]	No current legal actions: Respondent included their company's compliance history[2]	No current legal actions: Respondent included their company's compliance history[2]	N/A	No current legal actions: Respondent included their company's compliance history	No current legal actions	No current legal actions	No current legal actions	N/A	N/A	N/A
Company Obligations	X[23]	X[6]	X[8]	N/A	X[11]	X[16]	X[17]	X[18]	N/A	X[21]	X[21]
Strength of Commitments and Contingency Plans	X[3]	X[7]	X[9]		X	X	X	X	X	X	X
Deviations from RFP Scope or Specifications	X[4]	X[4]	X[4]	X[10]	X[12]	N/A	N/A	N/A	N/A	N/A	N/A
5. Agreement to Terms and Conditions of RFP, Sealed	X	X	X	X	X	X	X	X	X	X	X
6. Willingness To Accept Waste, 1st 5 Yrs/ 2nd 5 Yrs	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes
7. Min. Tons Guaranteed MSW/ Yr (conventional MSW + C&D)	52,000 (No C&D tonnage listed)	52,000 (No C&D tonnage listed)	52,000 (No C&D tonnage listed)	All	All	72,000	72,000	72,000	73,000 (Including MSW, C&D, Sewage Sludge, ICW, Asbestos and Contaminated Soil	6,000	5,000
8. Tons of Donated LF Capacity/yr	up to 0.5% of actual tons received from paying customers	up to 0.5% of actual tons received from paying customers	up to 0.5% of actual tons received from paying customers	100	0	100 or a minimum of 0.5% of what is received	100 or a minimum of 0.5% of what is received	100 or a minimum of 0.5% of what is received	50	0	100
9. Integrated Waste Services - Does respondent agree to further discuss, and include ideas how it might support an enhanced and sustainable integrated waste and recyclables management program for Blair County.	Yes/Ideas Attached in Letter	Yes/Ideas Attached in Letter	Letter of Ideas Included in Submission; Form Page Not Included	Yes/Ideas Provided in Attachments A-100, A-200, A-300, A-400 and A-500	Yes/Ideas Provided in Attachment A-22	Yes/Ideas included on Form and Attachment	Yes/Ideas included on Form and Attachment	Yes/Ideas included on Form and Attachment	Yes/Ideas Provided on Form	Yes/Ideas Provided on Form	Yes/Ideas Provided on Form
11. Notarized Non-Collusion Affidavit	X	X	X	X	X	X	X	X	X	X	X

Table 1
Mifflin/Juniata County Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity and Integrated Waste and Recycling Services Support
Completeness Review

Respondent	WM - Mountain View Reclamation Landfill	WM - Southern Alleghenies Landfill	WM - Laurel Highlands Landfill	IESI - Blue Ridge LF Parks/Apple Valley Waste	Lycoming County Landfill	Advanced Disposal Services - Greentree Landfill	Advanced Disposal Services - Sandy Run Landfill	Advanced Disposal Services - Mostoller Landfill	Clinton County Landfill	LCSWMA - Susquehanna RMC (Harrisburg)	LCSWMA - Lancaster WTE
12. Landfill Questionnaire	X	X	X	X	X	X	X	X	X	N/A	N/A
Background Information	X	X	X	X	X	X	X	X	X	N/A	N/A
Permit Information	X[5]	X[5]	X[5]	X	X	X	X	X	X	N/A	N/A
Description of Facility	X	X	X	X	X	X	X	X	X	N/A	N/A
Expansion Plans	N/A	N/A	N/A	N/A	X[13]	N/A	N/A	N/A	X[19]	N/A	N/A
13. Resource Recovery/Other Processing Facility Questionnaire	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X	X
Background Information	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X	X
Permit Information	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X	X
Description of Facility	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X	X
Expansion Plans	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
14. Transfer Station Submission	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Deliver waste from Blair County only to Designated Facilities listed in the Blair County Municipal Waste Management Plan	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Agreeing to accurately track and report the quantities and types of municipal waste accepted and transferred from Blair County, by county of origin from which the transfer station receives the waste.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Agreeing to submit a copy of your current transfer station operating permit	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Item or Information Not Included

Resource Recovery Facility

N/A= Not applicable

Two County Regional SOI Responses 1/14/2014

1. Sewage Sludge and ICW must be approved prior to disposal. No minimum tonnages were provided for C&D, Sewage Sludge or ICW.
2. Provided a HW-C form with references that did not correspond to anything they submitted.
3. Missing answers to 4.d.4, and 4.d.7; Answer to 4.d.2 provided in attachment for Southern Alleghenies
4. Letter dated December 10, 2013 from Land Air Water Legal Solutions, LLC contains exceptions to the SOI
5. References a 2012 Operations Report which does not appear to be included.
6. Armstrong County, Cambria County, Cameron County, Centre County, Cumberland County, Indiana County, Conemaugh Township, Jefferson County, Mifflin County, Blair County, Perry County, Somerset County, Westmoreland County
7. Missing answers to 4.d.7
8. Armstrong County, Cambria County, Cameron County, Centre County, Cumberland County, Indiana County, Jackson Township, Jefferson County, Mifflin County, Monroe County, Northumberland County, Perry County, Snyder County, Somerset County, Westmoreland County
9. Missing answer to 4.d.7
10. Parks Garbage reserves the right to move material managed under the Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement to alternative sites including other landfills or a waste to energy facility with the prior approval of the 2 County Region.
11. Lycoming County, Union County, Columbia County, Snyder County, Montour County, Northumberland County
12. **Page 4 - 2.2(b)**: Changed to "It is a political subdivision of the Commonwealth of Pennsylvania and has the corporate power…";**Page 5 - 2.3** - Delete this provision in its entirety - the County does not have a parent corporation;**Page 9 - 7(a)** - Delete the second sentence in its entirety - the County cannot waive subrogation rights without permission of the carrier. (Sentence to be deleted: "The 2 County Region and Operator hereby waive any and every claim...; to the extent such loss or damage is recovered under insurance policies"). The first sentence of this paragraph is acceptable.;**Page 10 - 9.1** - change the last sentence to "...the Court of Common Pleas of Lycoming County, Pennsylvania or the...".
13. Additional capacity will be investigated, designed and permitted prior to the end of the contract to ensure additional years of disposal capacity.
14. ICW not accepted

ITEM 15 WAS REMEDIED AFTER SUBMISSION DEADLINE

16. Elk County, Clearfield County, Centre County
17. Broad Top Twp., Hopewell Borough
18. Somerset County, Cambria County
19. On September 14, 2010, a permit was received from PADEP to redevelop the closed, unlined Northside Landfill. Once fully constructed, this landfill will provide over 23 years of disposal capacity. Construction of the first disposal field started in 2012, was complete and started accepting waste in April 2013. Construction of the second disposal field will begin in 2014 with the remaining disposal fields being constructed over the next 10-12 years.
20. Does not accept Sewage Sludge and ICW waste
21. Lancaster County
22. Does not accept C&D, Sewage Sludge and ICW waste.
23. Adams County, Bedford County, Centre County, Columbia County, Cumberland County, Dauphin County, Franklin County, Juniata County, Lehigh County, Mifflin County, Montour County, Northampton County, Potter County, Snyder County;**Host Municipal Agreements:** Antrim Township, Montgomery Township

Table 2

Mifflin/Juniata County Solicitation of Interest Process - Review of Submittal Forms

Response to SOI for Waste Disposal Capacity and Integrated Waste and Recycling Services Support

Max. Tipping Fees at Disposal Sites Submitted by Respondent

Municipal Solid Waste

	WM - Mountain View Reclamation Landfill	WM - Southern Alleghenies Landfill	WM - Laurel Highlands Landfill	IESI - Blue Ridge LF Parks/Apple Valley Waste	Lycoming County Landfill[2]	Advanced Disposal Services - Greentree Landfill	Advanced Disposal Services - Sandy Run Landfill	Advanced Disposal Services - Mostoller Landfill	Clinton County Landfill[3]	LCSWMA - Susquehanna RMC (Harrisburg)	LCSWMA - Lancaster WTE
	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton
Year 1 - 2015	$65.00	$65.00	$65.00	$29.35	$74.84	$20.38	$20.38	$20.38	$50.00	$65.00	$65.00
Year 2 - 2016	$66.50	$66.50	$66.50	$30.23	$76.87	$20.38	$20.38	$20.38	$51.50	CPI	CPI
Year 3 - 2017	$68.00	$68.00	$68.00	$31.13	$78.96	$20.38	$20.38	$20.38	$53.05	CPI	CPI
Year 4 - 2018	$69.50	$69.50	$69.50	$32.06	$81.11	$20.79	$20.79	$20.79	$54.64	CPI	CPI
Year 5 - 2019	$71.00	$71.00	$71.00	$33.02	$83.32	$21.20	$21.20	$21.20	$56.28	CPI	CPI
Year 6 - 2020	$72.50	$72.50	$72.50	$34.01	$85.61	$21.63	$21.63	$21.63	$57.96	CPI	CPI
Year 7 - 2021	$74.00	$74.00	$74.00	$35.03	$87.96	$22.06	$22.06	$22.06	$59.70	CPI	CPI
Year 8 - 2022	$75.50	$75.50	$75.50	$36.03	$90.38	$22.50	$22.50	$22.50	$61.49	CPI	CPI
Year 9 - 2023	$77.00	$77.00	$77.00	$37.03	$92.87	$22.95	$22.95	$22.95	$63.34	CPI	CPI
Year 10 - 2024	$78.50	$78.50	$78.50	$38.03	$95.44	$23.41	$23.41	$23.41	$65.24	CPI	CPI

Construction and Demolition Waste

	WM - Mountain View Reclamation Landfill	WM - Southern Alleghenies Landfill	WM - Laurel Highlands Landfill	IESI - Blue Ridge LF Parks/Apple Valley Waste	Lycoming County Landfill[2]	Advanced Disposal Services - Greentree Landfill	Advanced Disposal Services - Sandy Run Landfill	Advanced Disposal Services - Mostoller Landfill	Clinton County Landfill[3]	LCSWMA - Susquehanna RMC (Harrisburg)	LCSWMA - Lancaster WTE
	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton
Year 1 - 2015	$71.00	$71.00	$71.00	$29.35	$74.84	$20.38	$20.38	$20.38	$50.00	$80.00	N/A
Year 2 - 2016	$72.50	$72.50	$72.50	$30.23	$76.87	$20.38	$20.38	$20.38	$51.50	CPI	N/A
Year 3 - 2017	$74.00	$74.00	$74.00	$31.13	$78.96	$20.38	$20.38	$20.38	$53.05	CPI	N/A
Year 4 - 2018	$75.50	$75.50	$75.50	$32.06	$81.11	$20.79	$20.79	$20.79	$54.64	CPI	N/A
Year 5 - 2019	$77.00	$77.00	$77.00	$33.02	$83.32	$21.20	$21.20	$21.20	$56.28	CPI	N/A
Year 6 - 2020	$78.50	$78.50	$78.50	$34.01	$85.61	$21.63	$21.63	$21.63	$57.96	CPI	N/A
Year 7 - 2021	$80.00	$80.00	$80.00	$35.03	$87.96	$22.06	$22.06	$22.06	$59.70	CPI	N/A
Year 8 - 2022	$81.50	$81.50	$81.50	$36.03	$90.38	$22.50	$22.50	$22.50	$61.49	CPI	N/A
Year 9 - 2023	$83.00	$83.00	$83.00	$37.03	$92.87	$22.95	$22.95	$22.95	$63.34	CPI	N/A
Year 10 - 2024	$84.50	$84.50	$84.50	$38.03	$95.44	$23.41	$23.41	$23.41	$65.24	CPI	N/A

Sewage Sludge

	WM - Mountain View Reclamation Landfill	WM - Southern Alleghenies Landfill	WM - Laurel Highlands Landfill	IESI - Blue Ridge LF Parks/Apple Valley Waste	Lycoming County Landfill[2]	Advanced Disposal Services - Greentree Landfill	Advanced Disposal Services - Sandy Run Landfill	Advanced Disposal Services - Mostoller Landfill	Clinton County Landfill[3]	LCSWMA - Susquehanna RMC (Harrisburg)	LCSWMA - Lancaster WTE
	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton
Year 1 - 2015	$65.00	$65.00	$65.00	$29.35	$45.91	$20.38	$20.38	$20.38	$50.00	N/A	N/A
Year 2 - 2016	$66.50	$66.50	$66.50	$30.23	$47.07	$20.38	$20.38	$20.38	$51.50	N/A	N/A
Year 3 - 2017	$68.00	$68.00	$68.00	$31.13	$48.26	$20.38	$20.38	$20.38	$53.05	N/A	N/A
Year 4 - 2018	$69.50	$69.50	$69.50	$32.06	$49.49	$20.79	$20.79	$20.79	$54.64	N/A	N/A
Year 5 - 2019	$71.00	$71.00	$71.00	$33.02	$50.76	$21.20	$21.20	$21.20	$56.28	N/A	N/A
Year 6 - 2020	$72.50	$72.50	$72.50	$34.01	$52.07	$21.63	$21.63	$21.63	$57.96	N/A	N/A
Year 7 - 2021	$74.00	$74.00	$74.00	$35.03	$53.41	$22.06	$22.06	$22.06	$59.70	N/A	N/A
Year 8 - 2022	$75.50	$75.50	$75.50	$36.03	$54.80	$22.50	$22.50	$22.50	$61.49	N/A	N/A
Year 9 - 2023	$77.00	$77.00	$77.00	$37.03	$56.22	$22.95	$22.95	$22.95	$63.34	N/A	N/A
Year 10 - 2024	$78.50	$78.50	$78.50	$38.03	$57.69	$23.41	$23.41	$23.41	$65.24	N/A	N/A

Table 2 - cont.
Mifflin/Juniata County Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity and Integrated Waste and Recycling Services Support
Tipping Fees by Proposer

ICW

	WM - Mountain View Reclamation Landfill	WM - Southern Alleghenies Landfill	WM - Laurel Highlands Landfill	IESI - Blue Ridge LF Parks/Apple Valley Waste	Lycoming County Landfill[2]	Advanced Disposal Services - Greentree Landfill	Advanced Disposal Services - Sandy Run Landfill	Advanced Disposal Services - Mostoller Landfill	Clinton County Landfill[3]	LCSWMA - Susquehanna RMC (Harrisburg)	LCSWMA - Lancaster WTE
	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton
Year 1 - 2015	$65.00	$65.00	$65.00	N/A	$57.50	N/A	$20.38	N/A	$50.00	N/A	N/A
Year 2 - 2016	$66.50	$66.50	$66.50	N/A	$59.01	N/A	$20.38	N/A	$51.50	N/A	N/A
Year 3 - 2017	$68.00	$68.00	$68.00	N/A	$60.56	N/A	$20.38	N/A	$53.05	N/A	N/A
Year 4 - 2018	$69.50	$69.50	$69.50	N/A	$62.16	N/A	$20.79	N/A	$54.64	N/A	N/A
Year 5 - 2019	$71.00	$71.00	$71.00	N/A	$63.81	N/A	$21.20	N/A	$56.28	N/A	N/A
Year 6 - 2020	$72.50	$72.50	$72.50	N/A	$65.50	N/A	$21.63	N/A	$57.96	N/A	N/A
Year 7 - 2021	$74.00	$74.00	$74.00	N/A	$67.25	N/A	$22.06	N/A	$59.70	N/A	N/A
Year 8 - 2022	$75.50	$75.50	$75.50	N/A	$69.05	N/A	$22.50	N/A	$61.49	N/A	N/A
Year 9 - 2023	$77.00	$77.00	$77.00	N/A	$70.91	N/A	$22.95	N/A	$63.34	N/A	N/A
Year 10 - 2024	$78.50	$78.50	$78.50	N/A	$72.81	N/A	$23.41	N/A	$65.24	N/A	N/A

Residual

	WM - Mountain View Reclamation Landfill	WM - Southern Alleghenies Landfill	WM - Laurel Highlands Landfill	IESI - Blue Ridge LF Parks/Apple Valley Waste	Lycoming County Landfill[2]	Advanced Disposal Services - Greentree Landfill	Advanced Disposal Services - Sandy Run Landfill	Advanced Disposal Services - Mostoller Landfill	Clinton County Landfill[3]		LCSWMA - Susquehanna RMC (Harrisburg)	LCSWMA - Lancaster WTE
	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	$/Ton	Asbestos $/Ton	Contaminated Soil $/Ton	$/Ton	$/Ton
Year 1 - 2015	$65.00	$65.00	$65.00	See Note 1	N/A	$20.38	$20.38	$20.38	$60.00	$50.00	$100.00	$100.00
Year 2 - 2016	$66.50	$66.50	$66.50	N/A	N/A	$20.38	$20.38	$20.38	$61.80	$51.50	CPI	CPI
Year 3 - 2017	$68.00	$68.00	$68.00	N/A	N/A	$20.38	$20.38	$20.38	$63.65	$53.05	CPI	CPI
Year 4 - 2018	$69.50	$69.50	$69.50	N/A	N/A	$20.79	$20.79	$20.79	$65.56	$54.64	CPI	CPI
Year 5 - 2019	$71.00	$71.00	$71.00	N/A	N/A	$21.20	$21.20	$21.20	$67.53	$56.28	CPI	CPI
Year 6 - 2020	$72.50	$72.50	$72.50	N/A	N/A	$21.63	$21.63	$21.63	$69.56	$57.96	CPI	CPI
Year 7 - 2021	$74.00	$74.00	$74.00	N/A	N/A	$22.06	$22.06	$22.06	$71.64	$59.70	CPI	CPI
Year 8 - 2022	$75.50	$75.50	$75.50	N/A	N/A	$22.50	$22.50	$22.50	$73.79	$61.49	CPI	CPI
Year 9 - 2023	$77.00	$77.00	$77.00	N/A	N/A	$22.95	$22.95	$22.95	$76.01	$63.34	CPI	CPI
Year 10 - 2024	$78.50	$78.50	$78.50	N/A	N/A	$23.41	$23.41	$23.41	$78.29	$65.24	CPI	CPI

N/A: Proposer did not submit prices for this waste type; this waste type will not be processed at the facility.

1. Friable Asbestos is $57/ton for 2015 at an escalation rate of 3%; Non-Friable Asbestos is $47/ton for 2015 at an escalation rate of 3%.
2: Escalation rate of 1.03.
3. Escalation rate of 3%

Mifflin County Solid Waste Authority

Hauling & Disposal RFP

December 12, 2013 Proposals

Hauling and Disposal Pricing by Proposers

12/12/13 BID TABULATION OF PRICE PER TON ONLY BY YEAR

	RESPONDENTS NAME	TERM	FUEL TYPE	TRLR TYPE	2015 DISP	HAUL	2016 DISP	HAUL	2017 DISP	HAUL	2018 DISP	HAUL	2019 DISP	HAUL	2020 DISP	HAUL	2021 DISP	HAUL	2022 DISP	HAUL	2023 DISP	HAUL	2024 DISP	HAUL
1	Wayne Twp/Clinton	10 & 5/5	cng/diesel	walking	$ 26.50	$ 12.75	$ 28.00	$ 13.00	$ 28.56	$ 13.26	$ 29.13	$ 13.53	$ 29.71	$ 13.80	$ 30.30	$ 14.08	$ 30.90	$ 14.36	$ 31.51	$ 14.68	$ 32.14	$ 14.97	$ 32.78	$ 15.27
	WM	10	diesel	tipper	$ 21.75	$ 19.36	$ 21.75	$ 19.71	$ 22.19	$ 20.06	$ 22.63	$ 20.42	$ 23.08	$ 20.79	$ 23.54	$ 21.17	$ 24.01	$ 21.55	$ 24.73	$ 21.94	$ 25.48	$ 22.33	$ 26.24	$ 22.73
2	WM	5 & 5	diesel	tipper	$ 21.65	$ 19.36	$ 21.65	$ 19.71	$ 21.65	$ 20.06	$ 22.08	$ 20.42	$ 22.52	$ 20.79	$ 23.20	$ 21.17	$ 23.90	$ 21.55	$ 24.61	$ 21.94	$ 25.35	$ 22.33	$ 26.11	$ 22.73
3	Advanced Disposal	10 & 5/5	lng/cng	tipper	$ 20.38	$ 24.29	$ 20.38	$ 24.29	$ 20.38	$ 24.29	$ 20.79	$ 24.77	$ 21.20	$ 25.27	$ 21.63	$ 26.03	$ 22.06	$ 26.55	$ 22.50	$ 27.08	$ 22.95	$ 27.62	$ 23.41	$ 28.18
	Advanced Disposal	10 & 5/5	diesel	tipper	$ 20.38	$ 24.79	$ 20.38	$ 24.79	$ 20.38	$ 24.79	$ 20.79	$ 25.28	$ 21.20	$ 25.79	$ 21.63	$ 26.31	$ 22.06	$ 26.83	$ 22.50	$ 27.37	$ 22.95	$ 27.92	$ 23.41	$ 28.48
4	Lycoming	10 & 5/5	diesel	walking	$ 24.80	$ 19.70	$ 24.80	$ 19.70	$ 24.80	$ 19.70	$ 24.80	$ 19.70	$ 24.80	$ 20.70	$ 25.70	$ 20.70	$ 25.70	$ 20.70	$ 25.70	$ 20.70	$ 25.70	$ 20.70	$ 25.70	$ 20.70
5	Parks (IESI landfill)	10 & 5/5	diesel	??	$ 29.35	$ 27.00	$ 30.23	$ 27.57	$ 31.13	$ 28.16	$ 32.06	$ 28.76	$ 33.02	$ 29.38	$ 34.01	$ 30.03	$ 35.03	$ 30.69	$ 36.03	$ 31.37	$ 37.03	$ 32.07	$ 38.03	$ 32.79

D R A F T
Meeting Synopsis
MIFFLIN AND JUNIATA COUNTIES JOINT SWAC COMMITTEE MEETING #3
Mifflin County Courthouse, 2nd Floor Conference Room
JANUARY 14, 2014

Introduction - Meeting began at 4PM (agenda and attendance list attached):

- Terry Keene of Barton & Loguidice welcomed everyone, as we reconvene to enter the final "completion" phase of the Regional Plan. It's been almost 2 years since the last SWAC meeting (April 2012), at which time it was necessary to temporarily "stall" the planning process, to allow critical contracts and other items to come into alignment. That has now occurred, and we are back on track.
- We are now in Phase 3 of this Regional Plan (plan completion).
- Juniata County Update: Brad Kerstetter has taken over as Planning Director for Juniata. Dave Bardell has moved to the Associate Planning Director position, reducing his work to 3 days per week.
- Juniata Co. is transitioning its recycling duties and initiatives to the Juniata County Conservation District. Teddi Stark of JCCD is transitioning in as the new Juniata County Recycling Coordinator, and will be more involved in the plan once Juniata County recycling duties are turned over to the conservation district.
- Plan document status – Terry reviewed the Barton and Loguidice website link www.bartonandloguidice.com/mifflin-juniata-swplan.htm) and noted that all current draft documents are available on the website for review. The version of the plan chapters and appendices on the website is the April 2012 drafts (that the Joint SWAC reviewed in April 2012) – no updates to the website documents have yet been posted. Terry noted that "Track changes" will be used to make any future changes to the plan documents on the B&L website, to make it much easier for the SWAC members to focus on any new changes to the plan documents (SWAC members can see what changes have been made since the April 2012 version of the plan documents, without the need to re-read text that has already been reviewed). The Joint SWAC will be notified when new updates to the Regional Plan documents are available for review, and electronic versions of some updates may be e-mailed to SWAC members.
- An attachment was handed out showing the Phase 3 completion schedule; essentially all work on plan finalization is targeted for completion by the end of 2014 (see attachment).

<u>Eight (8) Remaining Tasks in Plan Completion (see attachment):</u>

- The Phase 3 (Plan Completion) DEP grant application was submitted in September 2013, and Mifflin County is still awaiting the grant award notice. Eight (8) plan completion tasks are included. Terry noted that DEP has rarely, if ever, turned down such an application. Lisa Smith agreed to contact Mark Vottero of DEP to get a grant status/approval update in writing, and will forward it to Bill Gomes (note – Lisa Smith was notified on January 16 of DEP's approval of the Phase 3 planning grant to complete the project).
- Lisa noted that this is a reimbursement grant (for up to 80% of the cost of the plan completion), and that the Authority is taking the monetary risk in moving ahead toward plan completion now, until the grant award is issued/ executed. It is critical to move ahead now, to align contracts and planning documents. Both the Authority and B&L are keeping costs to a minimum now, until the new grant contract is received.

D R A F T
Meeting Synopsis
MIFFLIN AND JUNIATA COUNTIES JOINT SWAC COMMITTEE MEETING #3
Mifflin County Courthouse, 2nd Floor Conference Room
JANUARY 14, 2014

- Delegation Agreements – Lisa noted that we need to finalize the draft plan as we determine the details of the delegation agreements. This work is to be done in the coming months.
- Contingent Flow Control Ordinance finalization - this is a backup measure to be incorporated in the Regional Plan to help ensure waste deliveries, but only to be implemented if necessary. At a future SWAC meeting, discussions will cover the use of trigger mechanisms to initiate this ordinance if or when necessary. Possible trigger mechanisms may include the inability to negotiate/ renegotiate sufficient ongoing waste delivery contract commitments to the Authority's facility, the occurrence of significant loss of waste deliveries to the Authority's transfer station, loss of revenues, or other significant adverse events. The Regional Plan will include discussion of the mechanism in the Plan to enact this ordinance this ordinance in the future, if or when necessary.
- Discount volume hauler contracts – Lisa will update these contracts later this year.
- Meetings – upcoming meetings are shown on the schedule handout (attached).
- Plan finalization – there are 10-15 steps required to finalize the plan, as shown on the schedule handout. Terry reviewed them with the group and indicated that the draft plan should be completed by the middle of 2014, released for public comment, adopted by the counties and then ratified by each county's municipalities. Additional detailed discussion ensued. We need to allow 90 days for public comments and 90 days for municipal ratifications prior to submitting the plan to DEP around the end of 2014.
- Lisa advised that we will try to distribute the plan electronically via email, website or possibly CD; however, we will make sure that people who need to see the draft plan will have access to that. Terry advised that both counties and the Authority offices will have a hard copy of the draft plan available for inspection and review.
- It was noted that during the Regional Plan's public comment and/or the municipal ratification period(s), it may be helpful for SWAC members to assist in the process by reaching out to certain municipalities to answer questions or to discuss the plan, if they feel comfortable doing so. It was noted that it may be worthwhile to provide public outreach to the more populated municipalities in each county during the ratification period.

Solicitation of Interest (SOI) discussions:

- Terry handed out a detailed B&L memorandum with tables attached and recommendations regarding the Solicitation of Interest (SOI) that was issued in the fall of 2013 for regional waste disposal capacity. The due date for the SOI was December 12, 2013. We received 11 Submittals, which were summarized on the tables attached to the memorandum handout. Further explanation follows.
- Securing municipal waste disposal capacity is one of the basic requirements of the Regional Plan. The SOI release was advertised in the Lewistown Sentinel, was listed in an online industry trade publication (SWANA), was published in the PA Bulletin, and was advertised in the PA Recycler magazine (both a hard-copy and an on-line publication). B&L also mailed copies of the detailed SOI advertisement to approximately

twenty (20) landfills and eight (8) transfer stations in the region. Parallel advertisements for the MCSWA's release of an RFP for waste hauling/disposal services from the Authority's transfer station were also advertised via all of these locations at the same time.

- The SOI contains pass/fail requirements that must be met for consideration for inclusion in the Regional Plan as a Designated Facility. SOI Respondents must also commit to ceiling tip fees throughout the term of disposal contracts with the counties. There is no minimum delivery commitment to any disposal site under the SOI process/ contracts.
- A selected Authority RFP Respondent/ service provider must also respond to the SOI and must qualify and enter a contract as a Designated Facility in the Regional Plan. Further, disposal capacity for components of the municipal waste stream generated in Mifflin and Juniata Counties that are not specifically handled by the Authority (and the Authority's RFP) are provided for by the SOI disposal capacity agreements.
- Optional requirement – Respondents were asked to consider donating free disposal capacity to support local dump cleanups and similar non-profit efforts. Nine (9) of the 11 responding disposal sites offered to donate some space in their facilities annually; some of these offers were as a percentage of waste actually received from the two counties.
- All 11 Respondents indicated their willingness to further discuss ways they may support integrated waste and recycles management in the region in the future, and all Respondents included some ideas in their Submittal; these responses will be incorporated into the disposal capacity agreements. Further discussions on this topic with Respondents may take place outside of the SOI process. Terry agreed to gather and distribute these ideas to the joint SWAC for further consideration as the Regional Plan is finalized.
- All 11 Respondents are willing to accept waste for the entire 10-year planning period.
- Terry reported that all 11 sites met the minimum SOI requirements, and his recommendation is that they should all be included in the Regional Plan, subject to their execution of a contract with the counties. Further, Terry noted that these 11 facilities have committed to providing well beyond the minimum required disposal capacity assurance for the two (2) counties for the next 10 years. A motion was made by Dan Dunmire of Mifflin County and seconded by Dave Bardell of Juniata County affirming Terry Keene's recommendations to include all 11 responding facilities as Designated Facilities in the Regional Plan, pending contract execution, and also that the SWAC recommend that the appropriate signatories in Mifflin County and Juniata County execute contracts for this purpose with all 11 sites at the appropriate time. The motion carried on the unanimous Joint SWAC vote.
- Disposal contracts will not become effective until January 2015, or when DEP approves the final Regional Plan.
- The B&L SOI Memorandum handout for the meeting is attached.

D R A F T
Meeting Synopsis
MIFFLIN AND JUNIATA COUNTIES JOINT SWAC COMMITTEE MEETING #3
Mifflin County Courthouse, 2nd Floor Conference Room
JANUARY 14, 2014

Authority RFP for Hauling/Disposal Services

- As noted above, the 2-County SOI and the Mifflin County SWA RFP for hauling/ disposal services were released and advertised at the same time. The Authority will decide who is offering the best deal. The SWAC was provided with a handout listing the hauling and disposal prices proposed by five companies and a total of seven alternate proposals (handout attached). The Authority is reviewing many factors beyond just bid pricing in its evaluation of Proposals received. At this time, two companies are in further discussions and clarifications with the Authority, as their proposals are being reviewed in detail (Waste Management and Clinton County). The Authority plans to make a decision on its future haul/disposal contractor by mid-year. The contract start date for this new contract is January 1, 2015.

Other

- After much discussion, it was decided that the next Joint SWAC meeting, to review and discuss the final draft plan prior to public release, will be held on May 6th at 10AM in the Juniata County Conservation District offices. Terry Keene is tasked to write a memo outlining the remaining steps and general schedule to complete the Regional Plan, and to highlight upcoming SWAC member tasks, and will include meeting handouts from the January meeting as well as the May 6th meeting date announcement and agenda.
- Now is a critical time for SWAC committee involvement, as we near Regional Plan Completion.

Meeting closed at 5:50 PM.

Respectfully submitted,

EfficientC
Cathy Johnson

SWAC Joint Meeting #4

Mifflin and Juniata Counties

Locaton of Meeting: JUNIATA COUNTY CONSERVATION DISTRICT

Meeting #: 4

Mifflin/Juniata County Solid Waste Plan Update
Sign-In / Sign-Out Sheet

Date of Meeting: 5/6/14

Time of Meeting: 10 AM

Name	Representing:	Address	Email Address	Time In	Time Out
TERRY KEENE	BARTON + LOGUIDICE		TKEENE@BARTONANDLOGUIDICE.COM	9:35	12:10
CATHY JOHNSON	EFFICIENT C	PO BOX 514, MECHANICSBURG	THINKEFFICIENTCC@GMAIL.COM	9:35	12:10
CHRIS SNYDER	JUNIATA CCD	146 STONEY CREEK DR. SUITE 4 MIFFLINTOWN	juniataccd@juniataccd.org	9:45	12:10
LISA SNAVE	MC SWA		LISA@mfflinwaste.org	9:54	12:10
Pam Sechrist	PAC Leaniways KPB	248 Sechrist Rd Mcveytown	pamm.ffc@verizonnet	959	12:10
Kerry Tysor	Nittany ENG	2036 Earlystown Rd Centre Hall PA	Ktysor@nittanyeng.com	9:53	12:10
DAVE BANDELL	Self	162 Persimmon Dr Millerstown PA	dbandelle@centurylink.net	955	12:10
EARL E "PETE" WEAVER JR	GT Sewer/water	100 HELEN ST. LEWISTOWN PA 17044	eweaver jr@comcast.net	9:55am	12:10
George Shaffer	Monroe Township	P.O. Box 126 Richfield PA 17086		9:55 am	12:10
John Lundstedt	DEP		jlundstedt@PA.GOV	9:55	12:10
Teddi Stauffer	JCCD	146 Stoney Creek Dr Suite 4, Mifflintown, PA	teddi-stauffer@juniataccd.com	9:59	12:10
BRAD KERSTETTER	JUNIATA CO PLANN		DKERSTETTER@JUNIATACCD.COM	10:01	12:10
Bill Gomes	Mifflin Co. Planning	20 N Wayne	wgomes@co.mifflin.co.pa.us	10:01	12:10
Dan Dunmire	Mifflin SWAC	20 Windmill Hill #4 Burnham, PA 17009	ddunmire@mifflinccd.com	10:01	12:10

Type of Meeting: SWAC MEETING

Mifflin-Juniata Cos. Regional Municipal Waste Plan

JOINT SWAC MEETING AGENDA – 10 AM, May 6, 2014

Juniata Co. Conservation District Office

146 Stoney Creek Drive, Mifflintown

1. Welcome (10 min.)
    a. Staff changes, new faces & roles (Juniata County)
    b. Juniata County/ Cons. District delegation agreement/ duties
    c. Mifflin County/ MCSWA ongoing delegation agreement
2. SWAC Duties and Remaining Schedule (10-20 min.)
    a. Regional Plan Completion, Adoption and Approvals
        1) Remaining Tasks
        2) Regional Plan Completion Schedule
        3) Comment, Adoption, and Ratification Process
    b. Remaining Plan Finalization Duties of Mifflin/ Juniata SWACs
3. Solicitation of Interest (SOI): Contracts Status (5-10 min.)
    a. Selected sites and location map
4. MCSWA RFP for Hauling/ Disposal Services from MCSWA Transfer Station - Selection Status (10 min.)
5. Updates to April 2012 Draft Plan Documents (20-40 min.)
        1) B&L summarize recent revisions; feedback, schedule
        2) MCSWA sustainability in regional services
        3) Need for final Joint SWAC meeting before draft plan release for public comment?
6. Closing Thoughts, Signout (5 min.)

MIFFLIN-JUNIATA REGIONAL MUNICIPAL WASTE PLAN

- **PLAN STATUS AND SUMMARY**
- **PLAN COMPETION SCHEDULE**
- **SWAC MEMBER DUTIES DURING COMPLETION**

A Municipal Waste Management Plan is required to be updated every ten years in the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act 101 of 1988, to ensure 10 years of available disposal capacity for municipal wastes generated by a county. The county should also investigate ways to increase recycling. Pennsylvania's current statewide recycling goal is to divert/recycle at least 35% of municipal wastes from disposal.

Mifflin County and Juniata County have recognized the benefits of joint planning and implementation of solid waste management and recycling strategies, and are jointly preparing a Regional Municipal Waste Management Plan. Barton & Loguidice, the planning consultant, prepared a pre-final draft of the Regional Plan in March/April of 2012. The Joint Mifflin/ Juniata SWAC reviewed the draft plan documents on April 4, 2012.

Further plan progress was temporarily delayed, as multiple contracts and agreements related to municipal waste management in the region needed to be synchronized and coordinated with Region Plan completion. Several important plan components are now being finalized and incorporated in the Regional Plan, which will be finalized for County adoption and delivery to PADEP by the end of 2014. Since this is defined as a "Substantial Plan Revision" by PADEP, the plan is subject to formal public comments (90-day period) and municipal ratification (90-day period), prior to final submission to and approval by PADEP. The draft Regional Plan should be released for public comment by June of 2014. The anticipated time line for PADEP plan approval is the first quarter of 2015. More detailed plan completion milestones are listed at the end of this document.

The Regional Plan is funded by approximately 80% grants provided by the PA Department of Environmental Protection (DEP) to Mifflin County and Juniata County, and matched financially by the Mifflin County Solid Waste Authority and in-kind and similar contributions from Mifflin County and Juniata County.

Key Information and Recommendations Contained in the Current Draft Regional Plan

• The estimation of and provision for waste and recyclable quantities that need to be managed over the ten (10) year planning period of 2015-2024.

- The total amount of municipal waste (excluding construction/ demolition waste and special handling wastes) generated in Mifflin and Juniata Counties in 2012 was nearly 44,000 tons. The quantity of municipal waste generated in the 2-county region has grown steadily since 2010. Wastes disposed (ultimately, at the landfill) and wastes diverted through recycling are each projected to increase through 2024.
- The majority of Mifflin County and Juniata County municipal waste is hauled directly to the Mifflin County Solid Waste Authority's (MCSWA, or Authority) Transfer Station by 2 contracted waste haulers, small haulers, and individual homeowners. The Authority's facility permit was renewed in 2010 for a 10-year period, through April 2020.
- In 2012, over 97% of the municipal waste generated in the 2-county region was disposed of at the Laurel Highlands Landfill per Waste Management's contract to take waste from the Authority's Transfer Station, with smaller percentages disposed at the Sandy Run Landfill, the Cumberland County Landfill, and the Lycoming County RMS Landfill.

• The Mifflin County Solid Waste Authority is a key service provider in offering waste transfer and disposal services to Mifflin County's and Juniata County's residents and businesses, and in providing recycling services in Mifflin County. The Authority is also the agency delegated by Mifflin County to perform Mifflin County's solid waste duties. The Authority closed its Barner Landfill in Derry Township in 2005, and opened its Transfer Station and Recycling Depot the same year. In accordance with PADEP requirements, the landfill was closed and capped, and it is now in a long-term post-closure care monitoring period. Approximately half of the Authority's new transfer and recycling facility is dedicated to waste handling, and the other half to recyclables processing.

• The Authority conducted a Wastestream and Revenue Assurance Study in 2009 that identified strategies to help maximize waste deliveries and secure revenues for the Authority's Transfer Station, to help sustain its long-term system viability and sustainability. The Authority implemented multiple strategies in 2009-2010, and continues to manage facility assets and operations. Certain recommended sustainability strategies are now also being incorporated into the Regional Plan.

• The Mifflin County Solid Waste Authority and its Transfer Station and Recycling Depot are recognized in the Regional Plan as a key waste management and recycling service provider in the 2-county region. The plan proposes measures to ensure the long-term viability and sustainability of the Authority and its facilities in serving the needs of the Region. The Regional Plan will acknowledge a new competitively-bid MCSWA contract for the hauling and disposal of wastes delivered to its transfer station over the ten (10) year planning period. The Authority will use large volume discount contracts to encourage waste deliveries to its transfer station. The Regional Plan will include other measures, if or when necessary (as discussed at the SWAC meetings) to be implemented in contingency situations, to ensure adequate waste deliveries and the Authority's viability and sustainability.

• The Regional Plan will include contracts with multiple disposal facilities based on a solicitation of interest (SOI) for the provision of disposal capacity over the ten (10) year planning period for municipal wastes generated by Mifflin and Juniata Counties, including conventional municipal wastes, construction/ demolition wastes, dewatered sewage sludge/ biosolids, infectious/ chemotherapeutic wastes, and similar "special handling" types of municipal waste.

• Over 50 recycling drop-off containers are currently available at over 30 locations (public, institutional, and commercial) in Mifflin County that are serviced by the MCSWA. The MCSWA's Transfer Station also includes drop-off containers for a long list of recyclable materials. The Authority has a PADEP permit to conduct an electronics recycling drop-off program. The Plan will review the existing Mifflin County recycling program and make recommendations where appropriate to enhance the service including the long-term expansion of recycling opportunities in Juniata County, with the Authority providing knowledge and guidance to Juniata County to facilitate its own expansion of recycling opportunities in Juniata County.

• The Authority's Transfer Station reported 80 tons of leaf and yard waste processed at their facility in year 2012. Generally, leaf and yard waste within Mifflin County is transported to the MCSWA Transfer Station for processing. In addition, several other municipalities within the Region reportedly collect leaves (Burnham, and McVeytown Boroughs, Derry, Union and Brown Townships). The Plan will consider yard waste management needs of the area over the planning period

• Like most counties in Pennsylvania, illegal dumping is prevalent in rural areas of Mifflin and Juniata counties. While most would view illegal dumps as eyesores, they also create significant concerns for public health and safety, property values, and the general quality of life. When they are ignored, these sites often become chronic dumping areas and pollute the soil, surface water, and

groundwater, and can create potential vector problems. Various strategies to clean up and prevent new illegal dumps are listed in the Regional Plan.

Key Target Milestone Dates for Regional Plan Completion

Key milestones for finalizing the Regional Municipal Waste Management Plan and its related components include:

Milestone	Date
Solicit 10-year Disposal Capacity for Municipal Wastes from the Region	4th Quarter 2013
Authority Solicit New Hauling/ Disposal Contractor for Authority TS	4th Quarter 2013
Finalize Agreements for MSW Disposal Capacity, Effective 2015	by 2nd Quarter 2014
Authority Award Contract for TS Hauling/ Disposal, Effective 1/1/2015	by 2nd Quarter 2014
Authority Enter New Volume Discount Contracts for Waste Deliveries	by 3rd Quarter 2014
Draft Regional Plan Release for Public Review/ Comment	2nd Quarter 2014
90-day Regional Plan Public Review/ Comment Period, Public Meeting	2nd - 3rd Quarter 2014
Regional Plan Finalization, Adoption	3rd Quarter 2014
Regional Plan 90-day Municipal Ratification Period	3rd - 4th Quarter 2014
Final Plan Approval by PADEP, Effective Date	1st Quarter 2015
Solid Waste Advisory Committee Meetings – Mifflin & Juniata Counties	throughout the process

Key SWAC Member Duties during Regional Plan Completion

During Regional Plan completion, SWAC members play an important role in:

• Attending SWAC Meetings (only 2-3 meetings remain to finalize the Regional Plan!)

• Reviewing draft plan documents and providing final comments and feedback

• Recommending Designated Disposal Facilities in the Plan (this was already done at the January 14, 2014 Joint SWAC meeting)

• Recommending release of the final draft Regional Plan for the 90-day public comment period

• Consideration of public comments received, and recommendation to Mifflin and Juniata Counties to adopt the Final Regional Plan

• Serving as an outreach and information resource (if willing) during the 90-day public comment period and the 90-day municipal ratification periods in the second half of 2014

Meeting Synopsis
MIFFLIN AND JUNIATA COUNTIES JOINT SWAC COMMITTEE MEETING #4
MAY 6, 2014

Meeting began at 10AM:

- Plan documents – Terry reminded the group of the Barton and Loguidice website link (www.bartonandloguidice.com) and noted that all current draft documents are available on the website for review.

Changes to Mifflin County:

- Dave Bardell has retired from Juniata County. Brad Kerstetter is new county planning director taking over for Dave. Recycling for Juniata County is now under the jurisdiction of Juniata County Conservation District (JCCD). Teddi Stark is the new Juniata County Recycling Coordinator, and works with (and has other duties with) the Juniata County Conservation District.
- The County Planning department has retained the solid waste planning duties for Juniata County.
- Mifflin County SWA remains the delegated agency to carry out all solid waste and recycling duties for Mifflin County under the existing Delegation Agreement (circa 2004-2005).
- Brad advised that he will forward a copy of the County's Recycling-related Delegation Agreement with JCCD to Terry Keene for inclusion in the plan appendices.

SWAC Duties and Remaining Schedule (handout):

- The SWAC committees' remaining duties include: attend meetings, review draft plan docs and provide comments, recommend designated disposal facilities in the plan, recommend release of final plan for public comment period, and for the county commissioners to adopt the final plan. After County adoption, DEP requires municipalities in each of the two (2) counties to ratify the plan (a minimum of ½ of the municipal bodies representing at least ½ of the population has to approve the plan in order for plan to be ratified in that county).
- Terry would like to release the final draft plan for the 90-day public comment period sometime between the end of May and the end of June, 2014.
- After the 90-day public comment period, the plan will be finalized and adopted by each county, and then sent to the municipalities for the 90-day ratification period. After ratification by each county, the plan will be sent to DEP for approval, hopefully by early (January-February?) 2015.

Solicitation of Interest (SOI) Status:

- Based on the SWAC's direction in the January meeting, Terry finalized and mailed out disposal capacity agreements to all SOI Respondents for execution. To date he has received (10) agreements executed by the respondents. Terry will contact Sandy Run Landfill and encourage them to return their executed contract within the next week.
- After further discussion, a motion was made by Pete Weaver to reconfirm the Joint SWAC's January action to recommend the County execution of these disposal agreements. Dan Dunmire seconded the motion. The motion passed unanimously. John Lundsted from DEP said to put the (11) agreements in the appendix of the Plan

Agreement. Chapter 7 of the Regional Plan includes a location map of all the facilities that responded to the SOI.

- Terry Keene handed Brad Kerstetter the Disposal Capacity Agreements (3 sets of each – 10 facilities) to be signed by the Juniata County Commissioners, after which Brad will give them to Lisa Smith of Mifflin County SWA for the Authority's execution.
- A decision will have to be made on whether to exclude Sandy Run if Sandy Run is non-responsive by the next meeting.
- There was some discussion about the process of a petition or a facility to be added to the regional plan after the plan is adopted. Chapter 7 contains details on that process and includes the ability for the counties to recover the costs for this additional effort from the petitioning facility. John Lundsted agreed with the County's ability to recoup those costs for such a later plan revision. John will confirm and advise B&L on DEP's requirements for adding a facility to the Regional Plan after plan approval, and Terry will modify the plan text as appropriate (Chapter 7, Page 10, Section 7.4, #5). Bill Gomes suggested that it may be worth considering scheduled intervals on making such later plan updates.

Status report – MCWSA's RFP for Hauling/Disposal Services:

- From our previous meeting, Waste Mgmt and Clinton County SWA were identified as the (2) lower-priced and more favorable bidders for further negotiations, and further discussions were conducted with each.
- Lisa Smith reported that after additional review and discussion, the Authority has decided to pursue the contract with the Clinton County SWA (Wayne Township) Landfill.
- MCSWA's current schedule calls for this contract to be executed by June 2014 and to become effective 1/1/2015. The contract contains fixed prices are for five (5) years, with an Authority option to renew for an additional five (5) years.
- John Lundsted from DEP recommended that the Haul/ Disposal Agreement between MCSWA and Clinton County SWA be included in the Regional Plan appendices, since contingent flow control to the Authority's transfer station is part of this plan.
- Lisa advised that the new contract will provide positive benefits regarding the future of the MCSWA – this contract is not part of the SOI process with the plan, it's completely independent. Moving forward is financially beneficial to the region, both operationally and for planning purpose.
- Better fuel surcharge controls will be put in place with this new contract which should result in more stable future authority costs and tipping fees. This new authority contract should improve prospects for the long-term viability and sustainability of the transfer station, which is a key component of the Regional Plan.
- The Clinton contract includes opportunities that are beneficial to the environment such as converting to compressed national gas (CNG) powered truck fleets.
- Lisa also noted that current large volume discount contracts with haulers expire the end of this year. Lisa has to negotiate new volume discounts for the haulers for the next round of contracts (beginning in 2015), and will initiate this process shortly.

Meeting Synopsis
MIFFLIN AND JUNIATA COUNTIES JOINT SWAC COMMITTEE MEETING #4
MAY 6, 2014

Updates to Draft Plan Documents:

- DEP expressed that they still have not seen the flow control ordinance or the key trigger mechanisms for the contingent flow control ordinance that have to be included in the plan, how it will be implemented. Also, they feel that a strong relationship needs to be shown between the counties in support of the plan related to implementation-phase details, including contingent flow control.
- Terry reported that he has drafted a contingent flow control ordinance that could be adopted by the counties (each) if necessary on the future – these documents are under review with the Authority's solicitor and technical staff right now; Section 6.16 of the Regional Plan, on Plan Benefits and Trigger Mechanisms for Contingent Flow Control, have also been drafted and are being reviewed by technical and legal staff; the plan benefits to Juniata as well as Mifflin County are included in Section 6.16. We hope to have documents ready for SWAC review soon.
- After some discussion, it was decided that a new Intermunicipal Agreement between Mifflin and Juniata Counties is probably needed to confirm each county's commitment for cooperation with each other during implementation of the Regional Plan and any related measures (the current IMA covers joint participation in plan preparation but does not address implementation cooperation specifically).
- Lisa stated that upon the authority solicitors OK, she will forward the preliminary draft flow control ordinances to John Lundsted for DEP review.
- Once the benefits section has been expanded and upon authority solicitors OK, the preliminary draft of Section 6.16 of the plan will also be forwarded to DEP for review regarding plan benefits and trigger mechanisms.
- Terry will draft a new Intermunicipal Agreement covering the Regional Plan implementation phase cooperation for the counties review and execution.
- John stated that once DEP gives final approval to the regional plan, there is a 30-day appeal period under which anyone can appeal their approval. DEP wants to make sure that the regional plan is complete and defensible for the two (2) counties, prior to submission to DEP for approval.
- Terry briefly reviewed recent plan edits (on the website), as well as a few additional changes that are anticipated:
    - Chapter 1: 2 more years of data on tonnages. The tonnages have increased. Projections were based on low numbers previously but have increased recently, and will be updated.
    - While the 2-County data is believed to be reasonable, there's quite a skewing of the data by specific county at this time. It has been recently confirmed that any waste from Juniata County delivered to the MSCWA has been declared at the final disposal site as Mifflin County waste, in spite of MCSWA's tracking of the waste accurately by County. Therefore, DEP waste origin and destination reports are skewed. Therefore, Chapter 1 will be corrected sol that regional projections for the 2 counties together will be used in the plan to develop projections (tables 1-8, 1-9 and 1-10).

- Chapters 2-6: there aren't many changes to these chapters. The discussion of Section 6.16 regarding plan benefits and trigger mechanisms for contingent flow control will be discussed at the next SWAC meeting.
- Chapter 7: SOI process and results have been added to Chapter 7, as well as the status of the Authority's haul/disposal RFP process.
- End of Chapter 8: schedule update. A lot of changes have been made to the schedule. Implementing entity in schedule have been significantly edited in this round of revisions.

Terry needs comments back within the next 2 weeks on any comments on the current draft of the regional plan.

Homework for the next Joint SWAC meeting, tentatively May 29, 10AM (NOTE – LATER CHANGED TO JUNE 11):

1) Contingent Flow Control Ordinances and Trigger Mechanisms narrative
2) Recycling Ideas submitted by Respondents to the SOI (in response to the question as to how the facilities could potentially support the sustainability and expansion of integrated waste and recycling programs in the 2-County Region): a copy of these ideas was handed out by Terry (NOTE – THESE WERE ALSO E-MAILED TO ALL SWAC MEMBERS AFTER THE MEETING, INCLUDING THOSE NOT IN ATTENDANCE), SWAC members were asked to review and consider if any of them were worthy of including in the plan. Discussion to occur at the next SWAC meeting.

The meeting concluded at approx. 12:00 noon.

Respectfully submitted,
EfficientC
Cathy Johnson

SWAC Joint Meeting #5

Mifflin and Juniata Counties

Locaton of Meeting: Juniata Co. District Conservation

Meeting #: 5

Mifflin County Solid Waste Plan Update
Sign-In / Sign-Out Sheet

Date of Meeting: 6/11/14

Time of Meeting: 10 AM

Name	Representing:	Address	Email Address	Time In	Time Out
George Sheaffer	Monroe Twp / Juniata Co	694 Quaker Run Rd Richfield Pa	gpsheaffer@centurylink.net	9:50	11:42
BRAD KERSTETTER	J.C. PLANNING	1 N. MAIN ST. MIFFLINTOWN	D.KERSTETTER@JUNIATA.CO.ORG	9:50	11:42
CHRIS SNYDER	J.C. CONSERVATION DIST	146 STONEY CREEK DR. MIFFLINTOWN	juniatacd@juniatacd.org	9:50	11:43
LISA SMITH	MCSWA	PO BOX 396 LEWISTOWN PA 17044	LISA@MIFFLINCOUNTY.PA.GOV	9:48	11:45
Kerry Tysor	Nittany ENJ	2036 Earlystown Rd Centre Hall PA 16828	KTysor@Nittanyenjoinery.com	9:55	11:41
Randy Leister	MCSWA			10:01 AM	
Denise Troyer	Mahantango Est.	2100 Old Trail Rd Liverpool	denise@mahantango.com	10:00 AM	11:44
Jeff Zimmerman	Juniata Co.	Mifflintown	jZimmerman@Juniata.co.org	10:00 AM	
John Lundsted	DEP	909 Elmerton Ave Harrisburg 17110	jlundsted@pa.gov	9:00	
Bill Gomes	Mifflin Co.	20 N Wayne	wgomes@co.mifflin.pa.us	10:00	11:40
DAN DUNMIRE	MCSWA MCCD	20 WINDMILL HILL #4 BURNHAM, PA 17009	ddunmire@mifflincd.com	10:00	11:40
Randy Leister	MCSWA			10:01	11:40
Terry Keene	Barton + Loguidice			9:45	11:45
Allison L'Hommedieu	Barton + Loguidice			9:45	11:45

Type of Meeting: _____

Mifflin-Juniata Cos. Regional Municipal Waste Plan

JOINT SWAC MEETING AGENDA – 10 AM, June 11, 2014

Juniata Co. Conservation District Office

146 Stoney Creek Drive, Mifflintown

1. Welcome
2. Schedule Update (5 min.)
    a. Finalize Draft Regional Plan
    b. Comment, Adoption, and Ratification Process
3. Solicitation of Interest (SOI): Contracts Update (2 min.)
4. MCSWA Hauling/Disposal Contract Update (2 min.)
5. MCSWA Volume Discount Contract Schedule (2 min.)
6. Review Waste Delivery Assurance Documents, Process for Plan – Handouts (20-40 min.)
    a. Contingency Ordinances, Plan Benefits, Trigger Mechanisms
7. Review Latest Updates to Draft Plan Documents (10-20 min.)
    a. Populations, Waste Projections, Other Minor Edits in Response to Comments Received
    b. Recycling Ideas from SOI Responses? (see B&L's last e-mail)
    c. Provide Any Final Plan Review Comments to Brad Kerstetter (Juniata) or Lisa Smith (Mifflin)
8. *Joint SWAC Action* - Recommend Regional Plan Release for Public Comment
9. Final Thoughts, Signout

MIFFLIN COUNTY BOARD OF COMMISSIONERS

County Ordinance No. _____of _____

A COUNTY ORDINANCE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL WASTE, INCLUDING RESIDENTIAL, COMMERCIAL AND INSTITUTIONAL WASTE, IN ORDER TO PROMOTE THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF MIFFLIN COUNTY; TO RECOGNIZE THE IMPORTANCE OF THE MIFFLIN COUNTY SOLID WASTE AUTHORITY (AUTHORITY) IN SERVING THE MUNICIPAL WASTE HAULING AND DISPOSAL NEEDS OF THE COUNTY'S CITIZENS AND BUSINESSES; TO HELP ENSURE THE SUSTAINABILITY OF THE AUTHORITY'S WASTE MANAGEMENT, RECYCLING AND SUPPORT SYSTEMS AS A KEY PUBLIC SERVICE PROVIDER IN THE 2-COUNTY REGION; AND TO REQUIRE THE PROCESSING, HAULING AND DISPOSAL OF CERTAIN MUNICIPAL WASTES GENERATED IN MIFFLIN COUNTY IN A MANNER CONSISTENT WITH THIS ORDINANCE.

BACKGROUND

A. The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101 ("Act 101") was approved on July 28, 1988;

B. Act 101 grants the County of Mifflin, Commonwealth of Pennsylvania (the "County") (a) primary responsibility for planning for municipal waste management within its boundaries, (b) the power and duty to insure the availability of adequate permitted processing and disposal capacity for municipal waste generated within its boundaries, and (c) the primary power to control the flow of municipal waste generated within its boundaries;

C. Act 101 requires the County to prepare and obtain approval of a solid waste management plan at regular intervals;

D. 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 a county's responsibilities under Act 101 for municipal waste planning and implementation of the approved county solid waste management plan;

E. The County established the Mifflin County Solid Waste Authority (the "Authority") on December 30, 1975 under the provisions of the Municipal Authorities Act, as amended, 53 Pa.C.S. Section 5601;

F. The County and the Authority, in furtherance of the requirements imposed on the County by Act 101, have entered into a number of written agreements which empower and require the Authority to fulfill certain duties of the County under Act 101, including assisting the County in the preparation of the County's Municipal Waste Management Plan (the "Regional Plan");

G. The County desires to undertake the implementation of the Regional Plan with the assistance and participation of the Authority;

H. The County has a viable for-profit scrap processing and recycling industry, which is not to be impaired, but is to be encouraged as provided under Act 101, § 102-(22) and (23) ;

I. The requirements imposed on the County by Act 101, and delegated, in part, to the Authority, require the enactment of a municipal waste management ordinance in furtherance of the municipal waste management objectives set forth in the Regional Plan, and it being in the public interest to adopt a municipal waste management ordinance; and

J. The Authority, in connection with implementing the Regional Plan, has recommended that the County adopt this Ordinance.

NOW, THEREFORE, it is enacted and ordained by the Board of County Commissioners of the County of Mifflin, Commonwealth of Pennsylvania as follows:

Section 1. Definitions

Unless the context clearly indicates otherwise, the following words and terms, as used in this Ordinance shall have the following meanings:

2-County Region. Mifflin and Juniata Counties, Pennsylvania.

Acceptable Municipal Waste. Municipal waste and all other wastes the Authority's Facility is permitted to accept under applicable laws and regulations. This term excludes Source Separated Recyclables.

Authority. The Mifflin County Solid Waste Authority.

Authority's Transfer Station, or Authority's Facility. The Authority's waste transfer and recycling facilities, currently located in Derry Township, Mifflin County, that receive, process or temporarily store municipal or residual waste and arrange for transportation of such waste to disposal facilities.

Act 101. The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, Commonwealth Act of July 28, 1988, No. 101, as amended.

Board. The Mifflin County Board of Commissioners.

Commercial Establishment. An establishment that is not engaged in a manufacturing or 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.

County. The County of Mifflin, Pennsylvania.

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

Existing Contract. Any contract of any Municipality, for the storage, collection, transportation, processing or disposal of Acceptable Municipal Waste or Source Separated Recyclable Materials generated or located within the County which (i) was legally entered into, (ii) when entered into was legally enforceable, and (iii) was in force on the date of the enactment of this Ordinance or prior to the adoption, pursuant to Act 101, of the Regional Plan, excluding renewals of such contracts.

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, 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 (with respect to non-infectious waste only), nursing homes, 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.

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

Regional Plan. The 2-County Regional Municipal Waste Management Plan prepared by or on behalf of the 2-County Region, 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.

Source Separated Recyclables. Recyclable materials that are segregated from the municipal waste stream at the point of generation for separate collection, drop-off, sale or other reclamation of the materials for a higher end-use than disposal.

Tipping Fee. The schedule of fees established by the Authority for accepting various types of Acceptable Municipal Waste for processing, hauling and/ or disposal.

Unacceptable Waste. Any material that by reason of its composition, characteristics or quantity, the Authority's Transfer Station is unable to accept for processing, hauling and disposal.

Waste Hauler. Any Person engaged in the business of collecting and transporting municipal waste that is generated in Mifflin County, Pennsylvania.

Section 2. Implementation

The County shall have the power and its duty shall be to implement the Regional Plan and this Ordinance. The County may delegate to the Authority, from time to time, by written agreement or resolution accepted by the Authority, any power, duty or authority the County possesses under law, the Regional Plan, or this Ordinance.

Section 3. Delivery of Acceptable Municipal Waste to the Authority's Facility

a. Beginning on the Effective Date of this Ordinance, all Acceptable Municipal Waste generated in Mifflin County shall be collected and delivered by Waste Haulers or the Person generating such Acceptable Municipal Waste to the Authority's Transfer Station or another facility designated by the Authority for processing and disposal by the Authority. No Person shall deliver, or cause to be delivered, Acceptable Municipal Waste generated in Mifflin County to a solid waste processing or disposal facility other than the Authority's Transfer Station or another facility designated by the Authority or otherwise approved in writing by the Authority.

b. The Authority will establish a Tipping Fee rate structure to provide its services, and may amend this rate structure from time to time. This rate structure will be developed to ensure the continued viability and long-term sustainability of the Authority's Facility, operations and services. All Waste Haulers or other Persons delivering Acceptable Municipal Waste generated in Mifflin County will pay the Authority's established Tipping Fee rates in effect upon delivery of such waste to the Authority's Transfer Station.

Section 4. Enforcement; Penalties

a. Failure to comply with this Ordinance by any Person shall be an offense punishable as provided in Section 4(b), below. Each day of non-compliance shall be considered a separate violation event under this Ordinance and may be punishable as a separate violation.

b. Any Person convicted of a first offense under this Ordinance shall be liable to pay a civil penalty of not less than $100 and not more than $500. Any Person convicted of a second offense under this Ordinance within a year of being convicted of a first offense under this Ordinance shall be liable to pay a civil penalty of not less than $500 nor more than $1,000. Any Person convicted of a subsequent offense beyond a second offense under this Ordinance within a year of being convicted for the first offense shall be liable to pay a civil penalty of not more than $1,000 and costs of prosecution or imprisonment of not more than ten (10) days, or both.

The prosecution and enforcement of violators for any non-compliance with this Ordinance shall be the responsibility of the County.

Section 5. Existing Contracts.

a. Nothing in this Ordinance shall be construed to impair the obligations of any Existing Contracts.

b. No renewal or modification of any Existing Contracts, and no new contract of any Municipality for the storage, collection, transportation, processing or disposal of Acceptable Municipal Waste shall be entered into after the Effective Date of this Ordinance unless such renewal, modification, or new contract shall be approved by the Authority and shall conform to the requirements of the Regional Plan and this Ordinance.

Section 6. Injunctive Relief.

In addition to any other remedy provided in this Ordinance, the County may institute proceedings to restrain any violation of, or to require compliance with, this Ordinance or the Regional Plan.

Section 7. Concurrent Remedies.

The existence or exercise of any remedy shall not prevent the County from exercising any other remedy (a) provided under this Ordinance or (b) available at law or equity.

Section 8. Effective Date

Upon enactment by action of the County Board of Commissioners, this County ordinance shall become effective within thirty (30) days of enactment (the "Effective Date").

Section 9. Severability

If any part of this Ordinance is found to be illegal by a court of competent jurisdiction, the remaining sections shall remain in full force and effect.

Enacted this _____ day of _____, 20____,

ATTEST:

_____
Cathy L. Romig, Chief Clerk

MIFFLIN COUNTY COMMISSIONERS

_____
Mark A. Sunderland, Chairman

_____
Otis E. Riden, Jr., Vice Chairman

_____
Kevin Kodish, Secretary

JUNIATA COUNTY BOARD OF COMMISSIONERS

County Ordinance No. _____of _____

A COUNTY ORDINANCE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL WASTE, INCLUDING RESIDENTIAL, COMMERCIAL AND INSTITUTIONAL WASTE, IN ORDER TO PROMOTE THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF JUNIATA COUNTY; TO HELP ENSURE THE SUSTAINABILITY OF THE COUNTY'S WASTE MANAGEMENT, RECYCLING AND SUPPORT SYSTEMS AS A KEY PUBLIC SERVICE PROVIDER IN THE 2-COUNTY REGION; TO HELP ENSURE THE SUSTAINABILITY OF THE MIFFLIN COUNTY SOLID WASTE AUTHORITY'S WASTE MANAGEMENT, RECYCLING AND SUPPORT SYSTEMS AS A KEY PUBLIC SERVICE PROVIDER IN THE 2-COUNTY REGION; AND TO REQUIRE THE PROCESSING, HAULING AND DISPOSAL OF CERTAIN MUNICIPAL WASTES GENERATED IN JUNIATA COUNTY IN A MANNER CONSISTENT WITH THIS ORDINANCE.

BACKGROUND

A. The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101 ("Act 101") was approved on July 28, 1988;

B. Act 101 grants the County of Juniata, Commonwealth of Pennsylvania (the "County") (a) primary responsibility for planning for municipal waste management within its boundaries, (b) the power and duty to insure the availability of adequate permitted processing and disposal capacity for municipal waste generated within its boundaries, and (c) the primary power to control the flow of municipal waste generated within its boundaries;

C. Act 101 requires the County to prepare and obtain approval of a solid waste management plan at regular intervals;

D. 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 a county's responsibilities under Act 101 for municipal waste planning and implementation of the approved county solid waste management plan;

E. The County, in furtherance of the requirements imposed on the County by Act 101, has entered into a number of written agreements to fulfill duties of the County under Act 101, including assisting the County in the preparation of the County's Municipal Waste Management Plan (the "Regional Plan");

F. The County desires to undertake the implementation of the Regional Plan;

G. The requirements imposed on the County by Act 101, require the enactment of a municipal waste management ordinance in furtherance of the municipal waste management objectives set forth in the Regional Plan, and it being in the public interest to adopt a municipal waste management ordinance; and

H. The Authority, in connection with implementing the Regional Plan, has recommended that the County adopt this Ordinance.

NOW, THEREFORE, it is enacted and ordained by the Board of County Commissioners of the County of Juniata, Commonwealth of Pennsylvania as follows:

Section 1. Definitions

Unless the context clearly indicates otherwise, the following words and terms, as used in this Ordinance shall have the following meanings:

2-County Region. Mifflin and Juniata Counties, Pennsylvania.

Acceptable Municipal Waste. Municipal waste and all other wastes the Authority's Facility is permitted to accept under applicable laws and regulations. This term excludes Source Separated Recyclables.

Authority. The Mifflin County Solid Waste Authority.

Authority's Transfer Station, or Authority's Facility. The Authority's waste transfer and recycling facilities, currently located in Derry Township, Juniata County, that receive, process or temporarily store municipal or residual waste and arrange for transportation of such waste to disposal facilities.

Act 101. The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, Commonwealth Act of July 28, 1988, No. 101, as amended.

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Commercial Establishment. An establishment that is not engaged in a manufacturing or 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.

County. The County of Juniata, Pennsylvania.

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

Existing Contract. Any contract of any Municipality, for the storage, collection, transportation, processing or disposal of Acceptable Municipal Waste or Source Separated Recyclable Materials generated or located within the County which (i) was legally entered into, (ii) when entered into was legally enforceable, and (iii) was in force on the date of the enactment of this Ordinance or prior to the adoption, pursuant to Act 101, of the Regional Plan, excluding renewals of such contracts.

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, 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 (with respect to non-infectious waste only), nursing homes, 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.

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

Regional Plan. The 2-County Regional Municipal Waste Management Plan prepared by or on behalf of the 2-County Region, 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.

Source Separated Recyclables. Recyclable materials that are segregated from the municipal waste stream at the point of generation for separate collection, drop-off, sale or other reclamation of the materials for a higher end-use than disposal.

Tipping Fee. The schedule of fees established by the Authority for accepting various types of Acceptable Municipal Waste for processing, hauling and/ or disposal.

Unacceptable Waste. Any material that by reason of its composition, characteristics or quantity, the Authority's Transfer Station is unable to accept for processing, hauling and disposal.

Waste Hauler. Any Person engaged in the business of collecting and transporting municipal waste that is generated in Juniata County, Pennsylvania.

Section 2. Implementation

The County shall have the power and its duty shall be to implement the Regional Plan and this Ordinance.

Section 3. Delivery of Acceptable Municipal Waste to the Authority's Facility

a. Beginning on the Effective Date of this Ordinance, all Acceptable Municipal Waste generated in Juniata County shall be collected and delivered by Waste Haulers or the Person generating such Acceptable Municipal Waste to the Authority's Transfer Station or another facility designated by the Authority for processing and disposal by the Authority. No Person shall deliver, or cause to be delivered, Acceptable Municipal Waste generated in Juniata County to a solid waste processing or disposal facility other than the Authority's Transfer Station.

b. The Authority will establish a Tipping Fee rate structure to provide its services, and may amend this rate structure from time to time. This rate structure will be developed to ensure the continued viability and long-term sustainability of the Authority's Facility, operations and services. All Waste Haulers or other Persons delivering Acceptable Municipal Waste generated in Juniata County will pay the Authority's established Tipping Fee rates in effect upon delivery of such waste to the Authority's Transfer Station.

Section 4. Enforcement; Penalties

a. Failure to comply with this Ordinance by any Person shall be an offense punishable as provided in Section 4(b), below. Each day of non-compliance shall be considered a separate violation event under this Ordinance and may be punishable as a separate violation.

b. Any Person convicted of a first offense under this Ordinance shall be liable to pay a civil penalty of not less than $100 and not more than $500. Any Person convicted of a second offense under this Ordinance within a year of being convicted of a first offense under this Ordinance shall be liable to pay a civil penalty of not less than $500 nor more than $1,000. Any Person convicted of a subsequent offense beyond a second offense under this Ordinance within a year of being convicted for the first offense shall be liable to pay a civil penalty of not more than $1,000 and costs of prosecution or imprisonment of not more than ten (10) days, or both.

The prosecution and enforcement of violators for any non-compliance with this Ordinance shall be the responsibility of the County.

Section 5. Existing Contracts.

a. Nothing in this Ordinance shall be construed to impair the obligations of any Existing Contracts.

b. No renewal or modification of any Existing Contracts, and no new contract of any Municipality for the storage, collection, transportation, processing or disposal of Acceptable Municipal Waste shall be entered into after the Effective Date of this Ordinance unless such renewal, modification, or new contract shall be approved by the Authority and shall conform to the requirements of the Regional Plan and this Ordinance.

Section 6. Injunctive Relief.

In addition to any other remedy provided in this Ordinance, the County may institute proceedings to restrain any violation of, or to require compliance with, this Ordinance or the Regional Plan.

Section 7. Concurrent Remedies.

The existence or exercise of any remedy shall not prevent the County from exercising any other remedy (a) provided under this Ordinance or (b) available at law or equity.

Section 8. Effective Date

Upon enactment by action of the County Board of Commissioners, this County ordinance shall become effective within thirty (30) days of enactment (the "Effective Date").

Section 9. Severability

If any part of this Ordinance is found to be illegal by a court of competent jurisdiction, the remaining sections shall remain in full force and effect.

Enacted this _____ day of _____, 20____,

ATTEST:

_____
S. James Bahorik, County Administrator

JUNIATA COUNTY COMMISSIONERS

_____
Jeffrey M. Zimmerman, Chairperson

_____
Robert N. Reynolds, Vice Chairperson

_____
Teresa J. O'Neal, Secretary

AGREEMENT BETWEEN
THE COUNTIES OF MIFFLIN AND JUNIATA
FOR IMPLEMENTATION OF A REGIONAL MUNICIPAL WASTE MANAGEMENT PLAN

THIS AGREEMENT is made between Mifflin and Juniata Counties to document continuation of a working relationship in planning for, managing and providing solid waste, recycling, and related services to the residents and businesses of Mifflin and Juniata Counties, and in implementing the Regional Municipal Waste Management Plan that has been prepared by the two counties.

BACKGROUND

A. Mifflin and Juniata Counties (the Counties) have a long successful history of working together on regional planning efforts.

B. Mifflin and Juniata Counties have prepared a Regional Municipal Waste Management Plan (Regional Plan) to provide for the long-term integrated waste management and recycling needs of the 2-County Region through waste delivery assurance measures, waste hauling and disposal contracts, enhanced recycling efforts, and other measures.

C. The Regional Plan identified the Mifflin County Solid Waste Authority Transfer Station and Recycling Depot (Facility), and the related waste and recycling operations and support services, as key components of integrated waste and recycling programs for the 2-County Region's residents and businesses; and

D. The Regional Plan recognized the clear benefits to both Mifflin and Juniata Counties in ensuring the long-term viability of the Authority and its operations as a key component of integrated solid waste management and recycling services in the Region.

NOW THEREFORE, the parties to this Agreement, intending to be legally bound, agree as follows:

1. The parties shall cooperate in the implementation of the Regional Municipal Waste Management Plan, as outlined in the Regional Plan. This cooperation may include, if and when determined necessary, in accordance with terms outlined in the Regional Plan, the possibility of implementing flow control measures through enactment of a county ordinance.

2. The parties agree to continue to work together in the spirit of cooperation and in the interest of providing practical, environmentally sound solid waste, recycling and related services to the residents and businesses of the 2-County Region, in implementing the recommendations of the Regional Municipal Waste Management Plan.

THIS AGREEMENT may be amended at any time by the mutual consent of the parties. The parties execute this agreement the _____ day _____, 2014

ATTEST:

_____
Cathy L. Romig, Chief Clerk

MIFFLIN COUNTY COMMISSIONERS

_____
Mark A. Sunderland, Chairman

_____
Otis E. Riden, Jr., Vice Chairman

_____
Kevin Kodish, Secretary

ATTEST:

_____
S. James Bahorik, County Administrator

JUNIATA COUNTY COMMISSIONERS

_____
Jeffrey M. Zimmerman, Chairperson

_____
Robert N. Reynolds, Vice Chairperson

_____
Teresa J. O'Neal, Secretary

6.16 Contingent Flow Control and Triggers/Mechanisms

The Mifflin County Solid Waste Authority's Transfer Station and Recycling Depot (Facility), and the related waste and recycling operations and support services, are key components of integrated waste and recycling services for the 2-County Region's residents and businesses. To achieve the Regional Plan objectives, it is critical that these Authority facilities and services continue to be delivered throughout the 10-year planning period and beyond.

Benefits of the Authority's facilities, operations and services to the 2-County Region include (benefits which attribute primarily to only one county are noted):

- Provision of a local, in-County delivery point for municipal wastes that are generated by the 2-County Region, via municipal haulers, private haulers, and self-haul individuals
- Provision of a cost-effective means of Authority processing (weighing, unloading, consolidating, loading into transfer trailers, tarping, etc.) and contract-hauling municipal wastes from the Authority's Facility to an out-of-county permitted disposal site
- Provision of a collective competitive bidding (RFP) solicitation for cost-effective, long-term waste hauling and disposal for all wastes managed by the Authority from the 2-County Region, and from the area in general; and Authority administration of this contract over the planning period
- Provision of commercial, institutional and public recycling drop-off services throughout Mifflin County, where the Authority currently stages over 50 recycling drop-off containers that are currently serviced by Authority staff and equipment (Mifflin County only)
- Provision of consolidation (baling and other) services, and administration of hauling and marketing of collected recyclables (Mifflin County only, except for direct haul recyclables brought to the Authority from Juniata County)
- Management/administration of integrated waste and recycling services and educational programs by the Authority
- Provision for electronics, tires, white goods, scrap metal and clean fill recycling at the Authority's facility, accessible to the Region
- Provision of yard waste processing and composting services at the Authority's Facility
- Provision of Mifflin County Recycling Coordinator duties through Authority staff (Mifflin County only)
- Provision of Post-Closure activities being performed in-house for the Barner Landfill Complex at a much lower cost than contractor costs required in PADEP bonding of a closed landfill
- Acting as the responsible entity that is delegated to provide municipal waste management planning and implementation services to Mifflin County through a delegation agreement with Mifflin County (Mifflin County only)
- Serving as a mentor, and offering advice to Juniata County and its new County Recycling Coordinator, in its efforts to initiate and expand recycling opportunities for

Juniata County residents and businesses over the 10-year planning period (Juniata County only)

In order to remain viable, the Authority needs to generate sufficient tipping fee revenues to support the capital and operating costs of the Authority's facilities, operations and services. Tipping fee revenues are the primary source of revenue for Authority operations, and are directly tied to the tons of waste received and the tipping fees that can be collected from the delivery of each ton of materials received. The Authority also receives some income from sales of recyclable materials, recyclable container "pull fees," grants, and other minor sources. However, tipping fee revenues provide the bulk of current Authority operating revenues. The Authority also works to control its operating costs whenever possible, and to secure alternate sources of revenue to support system costs.

The current, and preferred, method used by the Authority in securing waste deliveries, and in receiving sufficient revenues to support its operation costs, is:

- Executing large volume, discounted tip fee contracts with haulers that commit to delivering at least 10,000 tons of waste to the Authority's Facility in a calendar year (with even greater tip fee discounts for larger waste delivery commitments). The Authority currently has two large volume discount contracts with haulers. Typically, these run for a three-year period and are then subject to renegotiation and renewal.
- Passing some economic advantages of larger overall tonnage deliveries (i.e. economies of scale) to its smaller waste haulers that do not have sufficient tonnages to enter large volume discount contracts.
- Continuing to employ cost control measures in its operations, such as the competitive bidding (RFP) for hauling and disposal services from the Authority's Facility.
- Continuing to take steps to secure alternate funding sources for its operations, especially those that are not directly related to the transfer operations, and to increase recycling revenues and grant reimbursements. For example, the Authority currently covers post-closure care costs of the former Barner Landfill (now closed) through its transfer station tipping fees, to help ensure the safe and proper environmental monitoring of that facility which served the residents and businesses of Mifflin County, Juniata County, and others in the area for decades. A new, long-term alternate source of funding would help defray post-closure care costs and would help the Authority control its operational costs, and thus help it offer cost-competitive tipping fees to its users.

While these measures are currently effective in securing sufficient waste deliveries and revenues to cover Authority operational costs, there is no guarantee that these measures will continue to be effective in the future, or that future costs can continue to be minimized. Indeed, within the last five (5) years, haulers became generally unwilling to re-enter volume discount waste delivery contracts with the Authority. This recent event was not a financially sustainable situation for the

Authority, and resulted in concentrated efforts to stabilize the Authority's budget and revenues. While the situation was managed through negotiation and cost control efforts, similar adverse situations could again occur in the future. If this happens again, additional measures may need to be taken to secure the future of the regional integrated waste and recycling system.

To address this future concern, this Regional Plan includes a process, and includes specific trigger mechanisms, whereby a Flow Control Ordinance could be enacted in Mifflin County and in Juniata County. A copy of this draft flow control ordinance for each county to act on independently, or in collaboration, is included in Appendix __. Enactment of a county waste flow control ordinance, with county wastes being directed to a publicly owned facility (i.e. the Authority's facility), have been determined to be constitutional under a 2007 U.S Supreme Court ruling United Haulers Assn., Inc. v. Oneida-Herkimer Solid Waste Management Auth., 550 U.S. 330 (2007) when the benefits of enacting flow control can be demonstrated. This Section 6.16 clearly outlines and demonstrates the benefits of securing an ongoing, viable and sustainable Authority Facility.

It should be clearly understood that flow control would only be implemented if or when needed, and only when other currently available means for waste contracting, revenue security and cost controls have been exhausted and have been found to be ineffective to secure the ongoing viability of the Authority's Facility, operations and services. In fact, flow control ordinances may never need to be implemented in Mifflin and/or Juniata Counties.

Specific circumstances that would trigger the Authority to request that each/and or both counties' Board of County Commissioners enacts this flow control ordinance include (this list may be modified by each county from time to time):

- The inability of the Authority to continue to negotiate sufficient large volume discount contracts with large waste haulers to secure future waste deliveries;
- A drop in total annual municipal waste tonnage deliveries to the Authority's Facility, below 36,000 tons per year, for two consecutive years;
- A year-end annual total budget shortfall (i.e. expenses exceed revenues), creating a net annual loss of Authority reserves or an increase in Authority borrowing in a calendar year;
- A drop in the Authority's available financial reserves below $0.5 million dollars.

Once any of these "triggers" occur, the Authority can report this occurrence to the Mifflin County and/or the Juniata County Boards of Commissioners, requesting that the Flow Control Ordinance be enacted. Once each or both county's Board(s) of Commissioners has enacted this ordinance, the Authority's tipping fee structure options employed must be done in accordance with these new ordinances.

Because this contingent Flow Control implementation process is being vetted through the Substantial Plan Revision process for the Regional Plan, DEP has confirmed that it can be implemented when needed without the requirement for any further municipal waste plan update.

Table 1
Mifflin/Juniata County Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity and Integrated Waste and Recycling Services Support
Completeness Review

Respondent	WM - Mountain View Reclamation Landfill	WM - Southern Alleghenies Landfill	WM - Laurel Highlands Landfill	IESI - Blue Ridge LF Parks/Apple Valley Waste	Lycoming County Landfill	Advanced Disposal Services - Greentree Landfill	Advanced Disposal Services - Sandy Run Landfill	Advanced Disposal Services - Mostoller Landfill	Clinton County Landfill	LCSWMA - Susquehanna RMC (Harrisburg)	LCSWMA - Lancaster WTE
Proposal Submission											
1. Cover Letter	X	X	X			X	X	X	X	X	X
2. Before Submission Deadline	X	X	X	X	X	X	X	X	X	X	X
3. Included Proper Forms	X	X	X	X	X	X	X	X	X	X	X
4. Completed in Ink or Typewritten	X	X	X	X	X	X	X	X	X	X	X
5. Disclaimer Statement	X	X	X	X	X	X	X	X	X	X	X
6. Correct Number of Copies	X	X	X	X	X	X	X	X	X	X	X
7. Electronic Copy	X	X	X	X	X	X	X	X	X	X	X
Proposal Content											
1. Correct Term of Contract	X	X	X	X	X	X	X	X	X	X	X
2. Type and Estimated Quantities of Waste to Be Accepted	X[1]	X[1]	X[1]	X	X	X[14]	X	X[14]	X	X[20]	X[22]
3. Proposed Rate Schedule	X	X	X	X	X	X	X	X	X	X	X
4. Company Experience and Operating History	X	X	X	X	X	X	X	X	X	X	X
Lawsuit/regulatory actions/fines	No current legal actions: Respondent included their company's compliance history[2]	No current legal actions: Respondent included their company's compliance history[2]	No current legal actions: Respondent included their company's compliance history[2]	N/A	No current legal actions: Respondent included their company's compliance history	No current legal actions	No current legal actions	No current legal actions	N/A	N/A	N/A
Company Obligations	X[23]	X[6]	X[8]	N/A	X[11]	X[16]	X[17]	X[18]	N/A	X[21]	X[21]
Strength of Commitments and Contingency Plans	X[3]	X[7]	X[9]		X	X	X	X	X	X	X
Deviations from RFP Scope or Specifications	X[4]	X[4]	X[4]	X[10]	X[12]	N/A	N/A	N/A	N/A	N/A	N/A
5. Agreement to Terms and Conditions of RFP, Sealed	X	X	X	X	X	X	X	X	X	X	X
6. Willingness To Accept Waste, 1st 5 Yrs/ 2nd 5 Yrs	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes
7. Min. Tons Guaranteed MSW/ Yr (conventional MSW + C&D)	52,000 (No C&D tonnage listed)	52,000 (No C&D tonnage listed)	52,000 (No C&D tonnage listed)	All	All	72,000	72,000	72,000	73,000 (Including MSW, C&D, Sewage Sludge, ICW, Asbestos and Contaminated Soil	6,000	5,000
8. Tons of Donated LF Capacity/yr	up to 0.5% of actual tons received from paying customers	up to 0.5% of actual tons received from paying customers	up to 0.5% of actual tons received from paying customers	100	0	100 or a minimum of 0.5% of what is received	100 or a minimum of 0.5% of what is received	100 or a minimum of 0.5% of what is received	50	0	100
9. Integrated Waste Services - Does respondent agree to further discuss, and include ideas how it might support an enhanced and sustainable integrated waste and recyclables management program for Blair County.	Yes/Ideas Attached in Letter	Yes/Ideas Attached in Letter	Letter of Ideas Included in Submission; Form Page Not Included	Yes/Ideas Provided in Attachments A-100, A-200, A-300, A-400 and A-500	Yes/Ideas Provided in Attachment A-22	Yes/Ideas included on Form and Attachment	Yes/Ideas included on Form and Attachment	Yes/Ideas included on Form and Attachment	Yes/Ideas Provided on Form	Yes/Ideas Provided on Form	Yes/Ideas Provided on Form
11. Notarized Non-Collusion Affidavit	X	X	X	X	X	X	X	X	X	X	X

Advanced Disposal Services

Greentree Landfill, Sandy Run Landfill and Mostoller Landfill

Advanced Disposal Services
Greentree Landfill, Sandy Run Landfill and Mostoller Landfill

Proposed Regional Integrated Waste Management Programs
Advanced Disposal Services (ADS) proposed three programs to help expand the recycling efforts in the 2-County Region. Their first program outlines a series of community outreach events which are held throughout the year across the communities they serve. These events include electronics recycling, cell phones for soldiers, paper shredding, America Recycles Day, Beautiful Bag Ladies and presentations to various groups and organizations. Advanced Disposal has offered to come into local communities or partner with other trusted vendors to run these programs and help raise awareness in the region.

ADS also proposed many school programs which bring recycling to schools and includes facility tours, curriculum guides and other events geared for children. ADS has experience with school recycling programs through providing education and donation of materials.

Finally ADS proposed establishing municipal partnerships with the communities throughout the region. Some of the programs they currently operate are the "Make your Mother Proud Bins" and the "Environmental Tip of the Month" emails. These programs are geared towards awareness and may offer the communities additional tools and information that can be shared with residents in the 2-County Region.

Advanced Disposal

Recycling Education & Outreach Activities

Advanced Disposal Services, Inc. (Advanced Disposal) is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

Advanced Disposal has always had a strong commitment to recycling through our extensive residential and commercial collection operations. All offices participate in a recycling program, whether it's recycling paper, aluminum cans, plastics or a combination of all. Many of Advanced Disposal's recent acquisitions and milestones stem from our goal to be a fully-integrated environmental services company and prove our commitment to a cleaner, greener world. We own and/or operate seven recycling processing facilities in Alabama, Florida, Georgia, Mississippi and North Carolina and consistently look for more opportunities to site, permit, and operate recycling facilities.

Promoting recycling through education and community outreach is a goal that all Advanced Disposal operating facilities remain committed to both in our service to residents and communities as well as to businesses.

The following outlines the various programs and tools Advanced Disposal implements to grow understanding and participation in recycling.

I. COMMUNITY OUTREACH EVENTS
   A. Electronic Recycling
   B. Cell Phones for Soldiers
   C. Paper Shredding
   D. America Recycles Day
   E. Beautiful Bag Ladies
   F. Presentations to various groups and organizations

II. SCHOOL PROGRAMS
   A. Bringing Recycling to Schools
   B. Recycling Facility Tours
   C. Captain Recycle
   D. Earth Day
   E. Waste in Place, Keep America Beautiful Curriculum Guide
   F. You Can Make Recycling Work Coloring Book by Keep America Beautiful

III. MUNICIPAL PARTNERSHIPS
   A. Make Your Mother Proud recycling cart program
   B. Monthly Environmental Tip of the Month email

RECYCLING - COMMUNITY OUTREACH EVENTS

Advanced Disposal works within each of our communities to develop or participate in events where we have the opportunity to highlight the importance of recycling. Events are tailored for the community to ensure the message resonates with residents, as every neighborhood varies on its knowledge and acceptance of recycling.

Electronic Recycling

Advanced Disposal holds electronic or e-recycling events to give residents and businesses the opportunity to discard unwanted electronics, such as computers, printers, faxes, televisions, phones, etc. In this day and age, electronics are obsolete and thus are often replaced at a rapid rate. These items have to be discarded in a cautious manner in order to protect natural resources.

At the e-cycling events, Advanced Disposal partners with a preferred vendor that is responsible for recycling the materials. We will only partner with those vendors that provide written proof that the collected electronics are not sent overseas to be broken apart. With this proof, we can rest assured that the electronics are being recycled in a manner that is safe to the environment.

Cell Phones for Soldiers

CELL PHONES FOR SOLDIERS®
Help Our Troops Call Home

Since 2009, Advanced Disposal has partnered with Cell Phones for Soldiers to collect unwanted cell phones for recycling. The proceeds from the recycled cell phones provide soldiers serving overseas with prepaid calling cards to communicate with their families back home. During the week of Veteran's Day, Advanced Disposal will place Cell Phones for Soldiers donation bags inside customers' recycling containers throughout participating communities in hopes of collecting cell phone donations. Residents are asked to place an old, unwanted cell phone inside the envelope, seal it up and leave it in their mailbox. There is no postage necessary and no charge to the participant. Each donated cell phone provides a soldier overseas with 60 minutes of prepaid calling service so they may phone their families back home.

Advanced Disposal also promotes the program by distributing Cell Phone for Soldiers envelopes at community events that we are involved in, such as the St. Augustine Marathon weekend in November. Since January of 2009, Advanced Disposal has collected 2,945 phones, resulting in 176,700 minutes of talk time for troops.

Paper Shredding

Advanced Disposal hosts paper shredding events in the communities we operate, which is also a welcomed service for residents and small businesses who wish to recycle paper while protecting their identities and other sensitive information.

At a recent shred event in St. Johns County, Florida, we collected and recycled 22,000 pounds of paper and 1,500 pounds of cardboard in just four hours.

The event was held to help reduce the risk of identity theft for residents and businesses and in celebration of America Recycles Day.

America Recycles Day

Since 1997, communities across the country have come together on November 15 to celebrate America Recycles Day. America Recycles Day is the only nationally recognized day dedicated to the promotion of recycling in the United States. One day to educate and motivate. One day to get our neighbors, friends and community leaders excited about what can be accomplished when we all work together. One day to make recycling bigger and better 365 days a year.

Every year, Advanced Disposal celebrates America Recycles Day by hosting or participating in community events throughout our operating footprint. We might hold a paper shredding event, provide recycling containers at a festival, or bring a recycling truck to a community-wide recycling celebration, so people can see up close how their recyclable materials are collected from their homes. We hope to make each year's America Recycles Day bigger than the last.

Beautiful Bag Ladies

The Bag Ladies are beautiful ladies working to help create a more beautiful environment. Attractive women, working on behalf of Advanced Disposal, promote recycling, reduce litter and waste, and represent the company's commitment to cleaner communities. Advanced Disposal selects specific events where there are large numbers of people drinking from plastic bottles and/or aluminum cans that can be recycled. The Bag Ladies carry blue bags and ask people for their recyclable bottles and cans, while distributing a flyer promoting the benefits of recycling.

The program promotes Advanced Disposal in a very positive "green" light, is a fun, entertaining way to spread the message of recycling, and helps to reduce the quantity of solid waste generated and requiring disposal at special events. Advanced Disposal's Bag Ladies can be spotted at such events including the National Marathon to Finish Breast Cancer in Jacksonville.

Presentations to Various Groups and Organizations

Advanced Disposal employees will regularly speak to various groups about the importance of recycling and how we, as a company, are working to make a difference. We speak to rotary groups, leadership organizations, garden clubs, economic development committees, and the list goes on. Presentations are targeted for the group's knowledge and interest with the same goal – to get more people recycling.

RECYCLING – SCHOOL PROGRAMS

Advanced Disposal is committed to educating students on the benefits of recycling. We believe that the future of our Earth rests with our students, so the younger we can teach kids to make recycling a habit, the better we all are.

Bringing Recycling to Schools

Advanced Disposal partnered with an Alabama elementary school to create a pilot program for

recycling. Advanced Disposal donated bins and services for the program, which was so successful; it is being adopted in other schools within the system. We launched a similar program with Jeffersonville Elementary in Georgia and continue to partner with schools throughout our operating footprint to provide recycling services to students, faculty and staff.

Recycling Facility Tours

Advanced Disposal offers guided tours of its Material Recycling Facilities to school groups on a regular basis. The hands-on experience provides students a better understanding of how material is sorted and processed for the next phase.

Captain Recycle

Advanced Disposal Municipal Marketing and Government Affairs Manager Steve Edwards is passionate about recycling. As his alter ego, Captain Recycle, Steve works with schools and young people to instill a sense of ownership in our environment. During school visits, Captain Recycle conducts interactive presentations to raise the awareness of students eager to learn about how they can make a difference through recycling.

Earth Day

Advanced Disposal often looks to partner with schools around Earth Day. For the last three years, Advanced Disposal and Wolf Creek Landfill have sponsored an Earth Day Contest at Jeffersonville Elementary School in Dry Branch, Georgia. Students receive Advanced Disposal gift bags and participate in an Earth Day coloring and essay contest for the chance to win Advanced Disposal Earth Day T-shirts and ribbons. Last year's essay title was, "My efforts for a cleaner, safer environment." Advanced Disposal also donated two cherry blossom trees to the school to plant as part of its Earth Day festivities.

We also support Nease High School's Annual Beach Cleanup that takes place in conjunction with Earth Day each year along the shores of Jacksonville and St. Johns County beaches. Advanced Disposal provides recycling containers, so the litter collected that is recyclable is processed in an environmentally sustainable manner.

Waste in Place, Keep America Beautiful Curriculum Guide

Advanced Disposal believes it is, in part, our responsibility to assist with recycling curriculum in schools. We often provide our partnering schools and educators with the "Waste in Place" elementary school guide published by Keep America Beautiful. This informative guide provides lessons and activities on topics ranging from how we manage garbage to the plastic container identification code system. Armed with this knowledge, students will undoubtedly become advocates for recycling.

A copy of the curriculum can be provided upon request.

You Can Make Recycling Work Coloring Book by Keep America Beautiful

Advanced Disposal often provides the "You Can Make Recycling Work" coloring book to schools, during facility tours and at community events with children in attendance. This activity book, also published by Keep America Beautiful, is a great tool to reach our youngest recyclers.

A copy of the coloring book can be provided upon request.

RECYCLING – MUNICIPAL PARTNERSHIPS

Advanced Disposal is proud to provide recycling services to cities or counties across our operating footprint. As part of those partnerships, we are always looking for ways to increase recycling participation.

Make Your Mother Proud recycling cart program

A recent initiative we launched in an effort to create some buzz and excitement about recycling is our specially-designed "Make Your Mother Proud" recycling carts.

We recently announced that all Nassau County, Florida residential subscription customers can sign up for free recycling service. When they sign up, they receive a "Make Your Mother Proud" 65-gallon recycling cart at no extra cost. The program has proven to be successful thus far, and we hope to launch it in other communities where we provide services.

Monthly Environmental Tip of the Month email

Each month, Advanced Disposal selects an Environmental Tip of the Month that often focuses on reduce, reuse and recycle. We share this tip each month with our municipal customers with the idea that they will share it with their residents and businesses. Thanks to Advanced Disposal, each city or county can count on a fresh, new, green tip to publish on their website, newsletter, social media channels, etc.

Apple Valley Waste/Parks Garbage

IESI Blue Ridge Landfill

Apple Valley Waste/Parks Garbage
IESI Blue Ridge Landfill

Proposed Regional Integrated Waste Management Programs
Apple Valley Waste (AVW) has provided some of their past experience with increasing single stream recycling rates and diverting electronics from landfills with new technologies. AVW has proposed a partnership with the 2-County Region without stating any specific goals. However, in their submission AVW did list some items that could be worth considering.

In their response, Apple Valley Waste sited their partnership with Enstorga Italia to build the first Mechanical Biological Treatment (MBT) Waste to Energy Facility in the US. The facility is slated to open at the end of this year and is an innovative way to collect energy from curbside waste. In addition to dried fuel production, the facility will also sort metals from the material for recycling. Beyond their new facility, AVW offers quarterly newsletters to its customers outlining company services that are available and events both within the company and the community. AVW is also working closely with Berkley County to provide a weekly curbside recycling program.

Scope of Services
Apple Valley Waste / Parks Garbage
A Partnership for the 2 Region's Integrated Solid Waste Management Plan

Apple Valley Waste / Parks Garbage is an innovative organization founded on old fashion values. These two Companies came together because of how similar their founding principals were but did so to collectively be very different from all other competitors in the industry. We pride ourselves on relationships - Relationships which begin with our employees and lead to our customers. Many organization say how important their employees are, we work hard everyday to be sure they know how important they really are. We believe a happy employee is a strong and creative service provider to our customers. When an employee feels confident in their employment they are comfortable enough to take risks. Risks that provide service that can reach beyond a customer's expectations and risks that can deliver new alternatives to the way we handle our waste stream today.

As a result our privately owned regional company finds itself at the forefront of a changing industry. We have been fortunate enough to experience the best of private public relationships that have delivered a dramatic increase in single stream recycling rates, the construction of the first single stream recycling facility in the area, the collection and diversion of electronics, the collection and diversion of over 16,000 tons of organic waste a year and the soon to be constructed first Mechanical Biological Treatment (MBT) waste to Fuel conversion plant (Entsorga) in the USA.

The 2 Regions RFP requests a commitment to support the Region's integrated waste and recycling program enhancements and a willingness to enter good faith negotiations to do so. We really are not sure a simple yes with some text book examples will express our excitement about this opportunity so we have included several attachments that we believe clearly demonstrate that this is simply who we are. Our organization brings with it the opportunity to partner with real people who own the Company and believe in working for the alternatives of tomorrow not just the profits of today.

A-200

The world is in our hands

Celebrate Earth Day by signing up for curbside recycle collection.

AVW is working collectively with the Berkeley County Solid Waste Authority to offer Weekly Curbside Recycle Collection in all of Berkeley County.

AVW

APPLE VALLEY WASTE

1-877-267-1280 (toll free)
www.applevalleywaste.com

A-300

AVW is commited to preserving the environment for future generations.

We're partnering with Entsorga Italia to develop a state of the art waste treatment facility that will produce solid engineered fuel used in conjuction with coal.

APPLE VALLEY WASTE

John Decker, Managing Partner
(304) 724-1834
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ENTSORGA
sistemi per l'ambiente

Paulo Carollo, General Manager
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Who is involved?

Apple Valley Waste, after traveling to Italy to witness this new technology first hand, has joined with Entsorga Italia to develop a state of the art solid waste treatment facility located in Martinsburg, West Virginia. Numerous facilities of this type are currently in operation throughout Europe.

What kind of facility is it?

The facility will use standard processing equipment and the normal transformation of the waste to produce a solid engineered fuel to be used in conjunction with coal.

How does it work?

Air, circulated through the waste, accelerates its natural decomposition and removes 80% of its moisture. The byproduct is an approved fuel source for many businesses in the area. Nothing is ever burned or ignited in any way at the facility.

Will it smell?

No, the facility is fully enclosed and kept under negative pressure so odors can be contained and in fact, even removed. The air is collected and circulated through large bio-filters made of peat moss which further eliminates any potential odors.

Will the project support recycling?

Yes, the process is designed to capture the metals and aluminum from the waste stream and consolidate them for processing.

Will the project create jobs?

Yes, construction of the facility is expected to create approximately 100 temporary jobs and, once open and fully operational, will create as many as 20 additional full-time jobs.

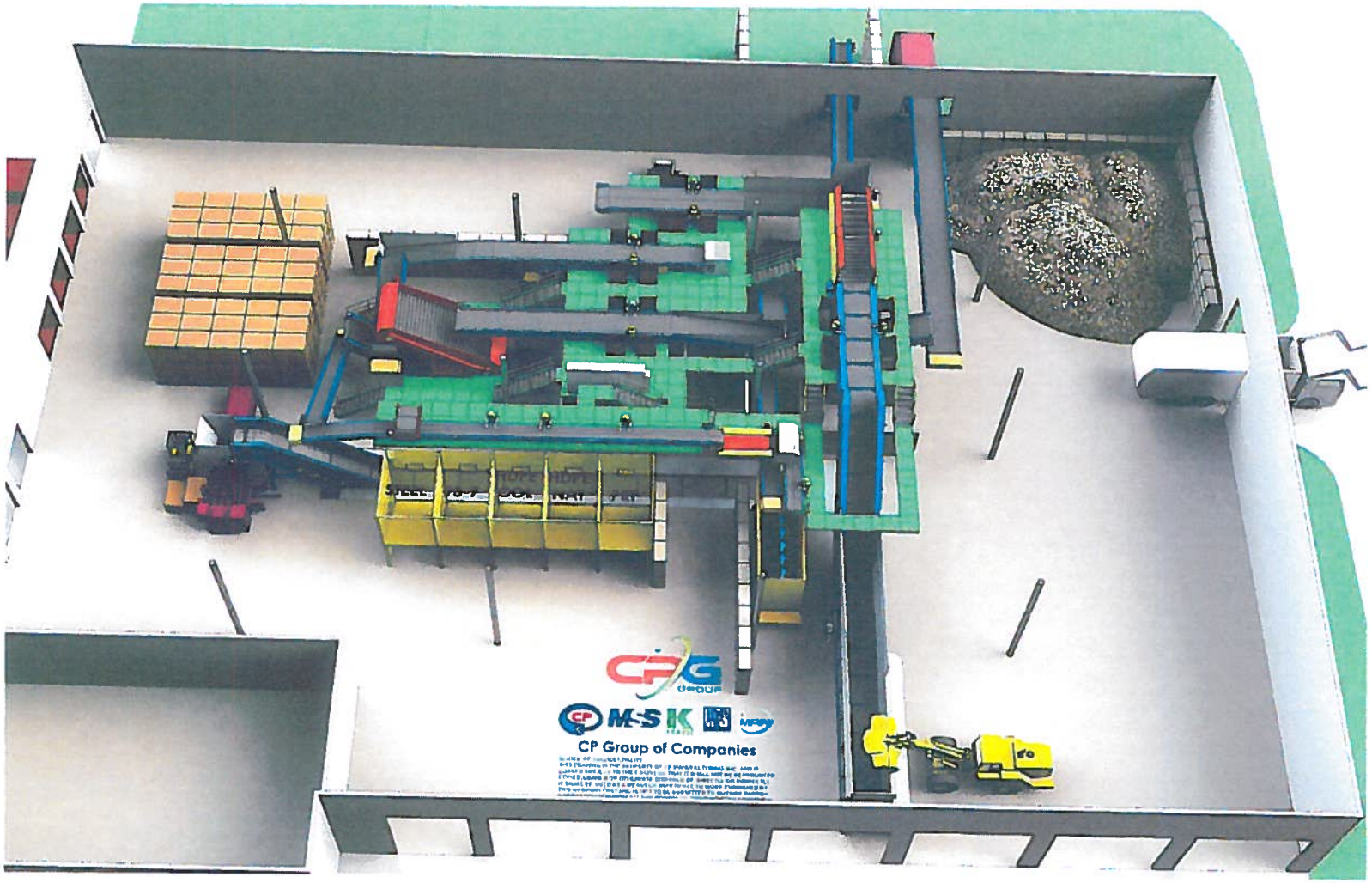
When will it open?

The facility is tentatively planned to be open in Fall of 2014.

A-400

Material Recovery Facility

APPLE VALLEY WASTE



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Structures:
Fast Forwarding Fabric
Page 31.

Scales:
Finding the Right On-Board Scales for Your Application
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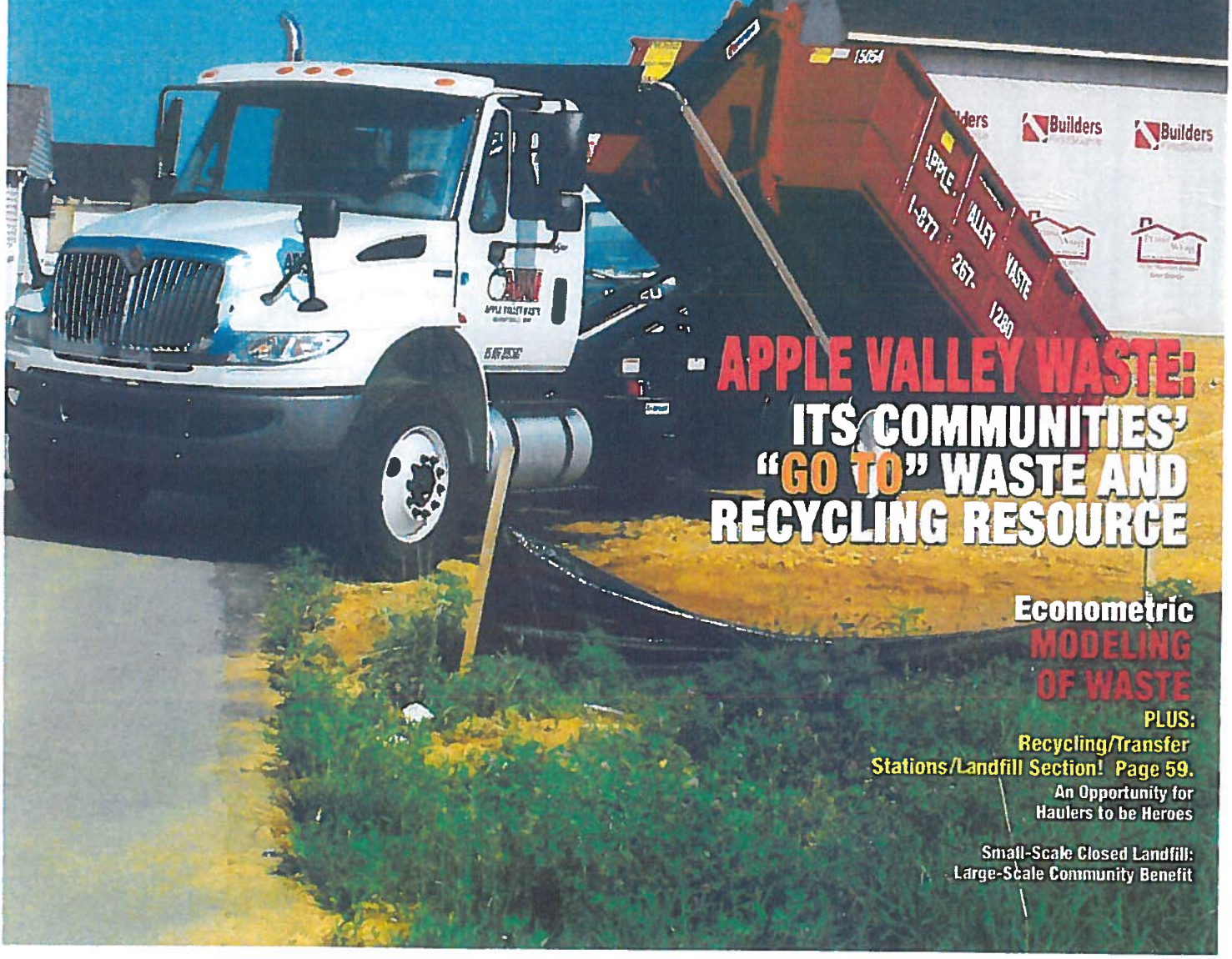
Waste-by-Rail:
Rail Negotiating Best Practices
Page 44.

SHOP AT THE ADVANTAGE MARKETPLACE! PAGE 78.

www.wasteadvantagemag.com April 2012 Vol 3, No. 4

WasteAdvantage magazine

The Advantage in the Waste Industry



APPLE VALLEY WASTE: ITS COMMUNITIES' "GO TO" WASTE AND RECYCLING RESOURCE

Econometric MODELING OF WASTE

PLUS:
Recycling/Transfer Stations/Landfill Section! Page 59.
An Opportunity for Haulers to be Heroes

Small-Scale Closed Landfill: Large-Scale Community Benefit

In This Issue

April 2012 Volume 3, Number 4

Scan Now. Read Later!

On the Cover:

Apple Valley Waste's mini roll-off service. The 15yd roll-off boxes work great for homeowners and contractors alike.

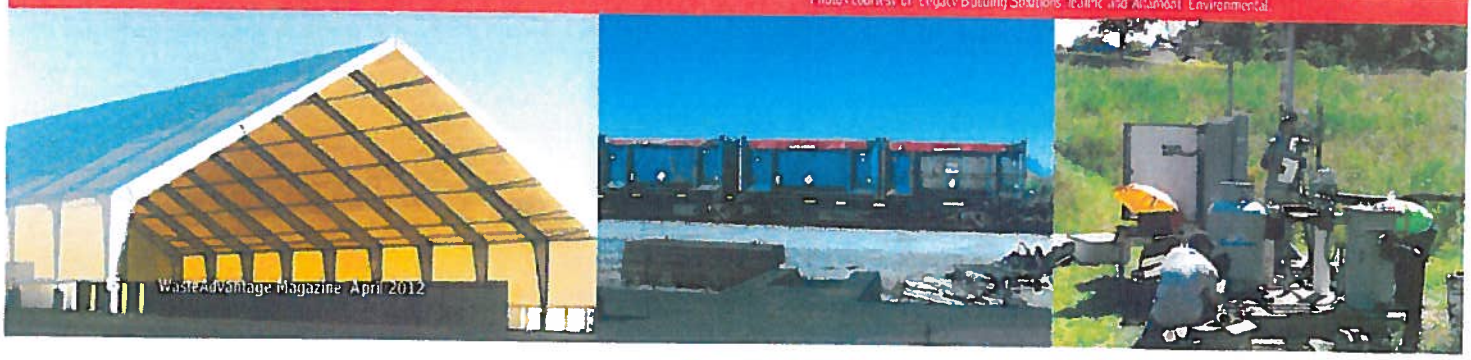
Photo courtesy of Apple Valley Waste (Kearneysville, WV)

In Every Issue:

75 ADVANTAGE MARKETPLACE

The place for ONE-STOP-SHOPPING TO FIND ANY EQUIPMENT to fit your needs. Turn to this featured section to discover who is selling what in the solid waste industry today.

Photo courtesy of Legacy Building Solutions, Tealine and Altamont Environmental.



Apple Valley Waste: Its Communities' "Go To" Waste and Recycling Resource

In a position to execute an aggressive growth plan in the Mid Atlantic-Region, APPLE VALLEY WASTE IS EXCITED TO CONFRONT CHALLENGES AND ARE INSPIRED BY THE SUCCESSES AND FAILURES in their past in order to do things the right way.

IN 2006, J.P. PHILLIPS AND RANDIE LAWSON found that they had an opportunity to start Apple Valley Waste (AVW) (Kearneysville, WV) by purchasing Waste Management's residential business in Martinsburg, WV, worth about 7 million dollars in revenue with 27,000 customers. After completing the acquisition, AVW grew at a steady pace through 2010. It was in that year that Phillips, Lawson and John Decker began talking about transforming the business. As a result, Decker brought Summer Street Capital (Buffalo, NY) to the table to help finance the new direction of AVW. The transaction was completed on December 30, 2010 at which time Lawson retired from AVW and Decker signed on as Managing Partner and CEO. Says Phillips, "The strategic partnership with Summer Street really gave John and I the opportunity to grow. They are a great financial resource, both from a monetary standpoint and evaluation, advice, etc. Summer Street makes the company well-balanced and financially sound, positioning Apple Valley Waste for strong Mid-Atlantic growth."

Since the partnership, the company has grown substantially, from servicing only subscription residential customers to now servicing more than 40,000 households and hundreds of commercial and industrial customers (including roll-off, commercial front load, recycling, etc.). With 58 employees and a fleet of 30 trucks, AVW provides residential collection in Berkeley and Jefferson Counties in WV and Washington County, MD with residential, commercial and industrial services in that county.

Expanding the Business

Economic conditions have been slow but steady since 2009. Yet, Apple Valley has been able to take

Apple Valley rearloader in Washington County, MD.
Photos courtesy of Apple Valley Waste.

Apple Valley Waste headquarters in Kearneysville, WV.

advantage of some acquisition opportunities to expand the business in West Virginia and Maryland. They have closed on four acquisitions since 2009 and already executed Letter of Intent for 2012. Decker, says, "We recognized that the economy was going to be struggling or flat for a while so we knew we had to grow the business in other ways. Even though we have seen very few new businesses opening up or new people moving into our area, we have been very successful in expanding our business by introducing new products and services to our current customers." In 2009, AVW introduced mini 15-yard roll off boxes and marketed them to their customers as a solution to small construction, clean-up projects. The success of this line of business has exceeded their wildest expectations. It has now grown into a full-time division of the company. In 2011, AVW started offering 30-yard roll-offs more for commercial and industrial-type customers. "It's been a great addition so far," says Phillips. "We are very pleased." AVW went on to introduce the BIG HANDY BAG™ during the summer of 2011, which offers a solution for customers who have too much material for their regular pickup, but not enough to fill a roll-off box. Phillips points out that from the feedback they received during the last half of 2011, he expects big things in 2012.

In addition to having a long-standing single stream curbside program in Jefferson County, WV servicing over 12,000 homes, AVW was also the first company to introduce single-stream recycling to Washington County, MD when it started its program in 2010. Now, thanks to the help of the Berkeley County Solid Waste Authority, in March 2012 AVW revitalized curbside recycling in Berkeley County by implementing a large-scale program that gives customers the ability to have their recyclables picked up curbside.

Keeping a Culture of Trust

A real challenge that AVW is aware of and that they will be facing in the future is their ability to continue to keep the same culture of company trust, family atmosphere and very strong relationships with the communities they serve as they expand the business. "J.P. and I are both aware that these things have been a key to our success and they differentiate us from our competitors every day. We are determined to not let our growth and/or the geography of our company be a convenient excuse as to why we left these beliefs and values behind. We have both been in circumstances at large organizations where we have seen these 'invaluable assets' lost in multiple layers of management," says Decker. "We owe it to the people who rely on us not to let it happen here."

The close relationship with the employees and the commitment to the community are two things that Apple Valley Waste never wants to jeopardize. But doing so takes work and effort. For example, the company's annual Christmas party is a great topper to the end of each year. "This year we had 175 people attend—about half of them were kids. We pride ourselves on creating a different type of company and Christmas party—we want the kids there. Santa attends and all the kids walk away with a gift. We figure our employees spend

Company Philosophy

"Our community is the key to our success. It sounds like a simple straightforward comment, but when we speak of 'Our Community', we speak first about our 'Apple Valley Community' and feel very strongly that our success begins from within. Many say how important their employees are, but we make sure our employees know it. We do not take one minute of their time or one ounce of their commitment for granted. We work hard to ensure that our culture is built from the way we take care of our employees, to the way take care of each other and finally to the way we all collectively take care of our customers.

"We see our friendships in the industry as the key to our future and recognize that the relationships we maintain will lead to the opportunities that will define us. Good relationships are hard work. There are so many challenges today that require you to make tough choices about what kind of partner you are going to be. Too many people take the easy way out or find a convenient excuse as to why they could not do the right thing 'this time'. But we do not believe that you get to take a time out from your commitment as a partner. We understand that our partners (our employees, vendors, regulatory agencies and the communities we serve) are relying on us as much, if not more, so then we are relying on them. By delivering on their expectations each and every time, we create a loyalty that will lead to new opportunities.

"At no other time in the many years we have spent in this business has innovation played such a key role. From the efficiency of our collection and processing equipment to the transformation of our waste stream into new resources, ideas are defining the way our industry will look tomorrow. We believe that the ultimate level of our success will be directly influenced by how innovative our people are. But we also believe that innovation begins with leadership. Too many people measure themselves as leaders by the titles that they hold or their span of control. Our view is very different. For us, we feel that as leaders we must lead by example and recognize that we become true leaders when we really serve those who rely on us. When our people completely trust us as their leaders, then they will be comfortable enough to become innovative and take risk."

—John Decker, CEO of Apple Valley Waste

At Apple Valley's 2011 Christmas party. Santa reads the poem "Twas the night before Christmas".

more time with us than they often do with their families, so it's nice to have that one time per year where their families and ours come together so we can give something back to them for all they do. It's a really great time," says Phillips.

All of the employees also go through safety meetings on a monthly basis and the company holds quarterly gatherings with any staff that are in safety-sensitive roles—drivers, maintenance people, etc. Decker points out that not only has the company recently held a CPR training class that was open to anyone who wanted to attend, but they also hold offsite dinners with the team just to get them away from the shop for a while and allow them to talk about anything that might be on their minds or concerning them. "It's a great opportunity for safety issues to be brought up and just to get to know each other better. You often find you have many things in common and these get-togethers continue to build our Apple Valley community," says Decker.

Decker is particularly proud that they also perform an annual self-OSHA audit, where they hire someone to come in from the outside and hold a mock OSHA audit in order to make sure everything is in the best shape it can be. "These are great checkpoints because we get so used to our environment and looking at the same things every day that sometimes potential problems do not catch your attention. It's a valuable self-check for someone to point those out to you so we can provide a safe place for our people."

Giving Back

One of AVW's policies is to be the best resource for its communities. A quarterly newsletter is sent out with each customer invoice that details service offerings, company events and informs everyone about the things that are happening around the community. AVW also tries to take advantage of every opportunity to listen to the communities, political leaders and solid waste authorities they serve. "Our goal is to be their 'go to' resource. Whenever any question or need pops up in the area of recycling or refuse collection, we want them to think about contacting or partnering with us," says Phillips. "We really try to be there for them to share our experience or knowledge and provide whatever support they may need. It also is a great opportunity for us to learn."

AVW participates in community events and works hard to give back to local organizations. For example, when the Christmas trees are collected every year, any money made from the collections gets donated by AVW to the local Boys and Girls club. A couple of years ago, AVW also teamed up with the Jefferson County Fair Association to start a recycling program at the fair. Phillips says, "Working with the officials at the fair helped that program really take off, especially this year. We have been able to divert a lot of material out the waste stream at the fairgrounds by adding single-stream recycling bins." AVW also participates in the livestock auctions for the Future Farmer's Association. Here, kids raise cattle and hogs to sell. AVW is a regular at these events and every year purchases livestock to help continue the program. One recent example of

joint success being driven by good community relationships is the work AVW and the Berkley County Solid Waste Authority have done together to provide curbside recycling collection to more than 20,000 residents where it didn't exist before. "Collectively, we have now been able to offer everyone in the county a curbside recycling program to go with the electronics recycling dropoff/pickup that we started last year—these are all accomplishments that have been realized in conjunction with the county," says Phillips. "While we are a business, there are times when a company in order to be truly successful cannot be motivated by just money or profits. We do it because we believe it is the right thing to do."

Says the Chairman of Berkeley County Solid Waste Authority, Clint R. Hogbin, "Apple Valley Waste Services entered our county amid years of poor solid waste collection services within our community. Their management quickly recognized the outstanding service issues and worked to resolve them. Equally important, they established a no hidden agenda openness with the members of the Berkeley County Solid Waste Authority that was based on an understanding that the service needs of the community was on equal footing with the profits of the company. As a long-standing board member, it was clear to me from the beginning they offered a fresh approach. As a result, historical quality of service issues were addressed, new recycling and usage rate opportunities appeared overnight, approved county solid waste plans were taken seriously and a comprehensive new approach to solid waste management developed."

Inspired By Challenges

According to Decker, the biggest challenge that he sees in the Waste Industry today is also one of the biggest challenges that the U.S. is facing—the development of new, innovative and better ways of doing things needing to reach a point where they are as efficient and cost-effective as traditional methods. "In today's economic environment, no matter how strong your desire to do something better, it becomes increasingly difficult to accomplish when doing so simply costs a lot more. For example, waste-to-fuel, solar, wind power, organics collection and processing are all great ideas to explore for our future, but we have to consider how much more we can ask customers to pay to support initiatives during a time when many of them are simple trying to make ends meet?" says Decker. "At AVW we are trying to be as thoughtful and innovative as we can right now—offering our customers the services they desire supported by doing it the right way as much as possible. But you have to pick your spots. You can never be everything to everyone, especially right now. We try to offer our employees, customers and communities all the best things we can for the best value; when choices have to be made, we make them collectively so that everyone buys in together."

Going forward, AVW's relationship with Summer Street Capital has positioned them extremely well to execute on an aggressive growth plan in the Mid Atlantic-Region and take on the challenges of today and tomorrow. "We are excited about the road in front of us and are inspired by the successes and failures in our past," says Decker. "We know now what 'the right way' is, and have made that 'The Apple Valley Way'. Our goal is simple, to be the "go to" waste and recycling resource in all of the communities we serve." | WA

For more information on Apple Valley Waste, contact J.P. Phillips at (304) 724-8640 or e-mail jp.phillips@applevalleywaste.com.

Clinton County Solid Waste Authority

Wayne Township Landfill

Clinton County Solid Waste Authority
Wayne Township Landfill

Proposed Regional Integrated Waste Management Programs

The Clinton County Solid Waste Authority (CCSWA) has offered a partnership with the 2-county Region to improve waste management. The benefits of a partnership included special collection events, such as tire collection and household hazardous waste collection that could be performed across the 2-County Region. The CCSWA has also proposed the expansion of their electronics collection program to cover both Mifflin and Juniata Counties. Lastly, CCSWA offered to combine recyclable commodities with the 2-County region to secure better market pricing for recyclables collected. CCSWA offered the use of their trucking fleet for this purpose.

Lancaster County Solid Waste Management Authority

Susquehanna Resource Management Complex and
Lancaster Waste to Energy Facility

Lancaster County Solid Waste Management Authority
Susquehanna Recourse Management Complex (SRMC) and
Lancaster Waste to Energy Facility (Lancaster WTE)

Proposed Regional Integrated Waste Management Programs

The Lancaster County Solid Waste Management Authority's (LCSWMA) main support would come through a cooperative contracting service. This service would include e-waste drop off locations throughout the 2-County region, curbside recyclable collection and transport to Materials Recovery Facilities (MRF's) for the maximization of revenue and the further development of corrugated cardboard drop-offs.

Lycoming County

Lycoming County Resource Management Complex

Lycoming County
Lycoming County Resource Management Complex

Proposed Regional Integrated Waste Management Programs
The Lycoming County Resource Management Services (LCRMS) has proposed using a private public partnership in Lycoming County to the 2-County Region. Under this model, citizens and industries use an open subscription service for haulers. In addition, LCRMS has offered support to the existing 2-County Region's source separated recycling program. LCRMS proposed to place van trailers at the Mifflin County recycling center to be filled with bailed loads. Once the trailer is full, LCRMS will remove it and replace it with an empty one, allowing the marketing of full loads of recyclables. Lastly LCRMS proposed baling single stream recycling loads for transport directly to their own facility for combination before being sold to the market.

Discussion on support for the enhancement and expansion of the "2-County Region's Integrated Waste and Recyclables Management Program.

Curbside Collection /Single Stream

By the beginning of 2015, LCRMS will have the single stream conversion of it's regional recycling center competed and fully operation. It is our intent to promote the same model of private public partnership present in Lycoming County to the Mifflin/ Juniata Area. In this model, citizens and industries use open subscription to choose the hauler which best meet their desired services. The open subscription model uses the free market to maintain the quality of services at competitive rates. The haulers are active participants in maintaining the quality of the recovered materials and play key roles in providing feedback directly to the generators. LCRMS contributes by maintaining cost effective processing and marketing of the recovered materials while providing monetary compensation to the hauler (or centralized collection point like the MCSWA Transfer Station) to bring quality materials for processing. The citizens benefit by combining their waste and recyclables collection from a single responsive vendor at a cost less than their 2014 costs.

This process:

1. Provides increases in recycling participation rates
2. Decreases the costs of building and maintaining additional drop off centers.
3. Reduces greenhouse gas emissions by allowing the haulers to maximize truck capacity utilization.
4. Uses the free market system to maximize collection efficiency and collection quality.
5. Eliminates the expense and need for municipally owned curbside collection vehicles.
6. Provides the citizens with the ability to recycle a larger variety of materials at curbside for a very nominal charge with a direct financial incentive to maximize recycling in each and every household.
7. Gives incentive to all haulers to be active promoters of recycling and provide direct regular feedback to their customer's recycling habits.
8. Should produce significant increases in the overall recycling recovery rates above current stagnant levels.

Of course, this process is optional for the 2- County Region. LCRMS can offer additional services that complement the existing source separated program by offering the ability to market the baled materials. (In areas of low population density, the source separated drop off program will probably remain as the only economical collection mode.)LCRMS would place van trailers at the MCSWA recycling center to be filled with baled loads of mixed materials. Once a trailer is full, LCRMS would replace it with an empty one and the bales would be transported to LCRMS for weighing and marketing in full load quantities. The sales of baled recyclables through LCRMS should be higher than current marketing efforts. LCRMS would provide monthly reports and reimbursement payments.

A third option available would be to bale single stream loads for transport to LCRMS under a similar program as described above.

Waste Management

Laurel Highlands Landfill, Mountian Veiw Reclamation Landfill and Southern Alleghenies Landfill

Waste Management
Laurel Highlands Landfill, Mountain View Reclamation Landfill and Southern Alleghenies Landfill

Proposed Regional Integrated Waste Management Programs
Waste Management (WM) has many programs and ideas to help promote recycling across the Mifflin-Juniata region. Some of their suggestions include, curbside collection development and maintenance throughout communities in the 2-County Region, the maintenance and expansion of public drop-off collection services, the expansion of institutional recycling programs, the expansion of commercial services, and the expansion of electronics recycling into a regional program. In addition WM has offered to develop recycling collection events for special materials which would include items such as, household chemicals, paint products, automotive materials, electronics and more.

Additionally, WM would like to continue the existing yard waste recycling collection efforts and expand collection where possible. WM has also proposed a coordinated effort with local municipalities within the 2-County Region to join the nationwide campaign "Recycle Often. Recycle Right." Through this campaign they hope to improve the effectiveness of the existing recycling programs using a comprehensive public information and education program.

WM has also offered to work with existing haulers within Mifflin and Juniata Counties in an effort to increase recycling and help divert waste. Additionally, they propose using their 'e-care' system to better document and report to municipalities the recycling that is occurring in the residential, commercial and institutional sectors. This system will allow the generator to see the composition of the waste collected and allow for the identification of problem areas that need improvement.

WM has offered to help identify funding sources to help implement these Regional recycling goals.

Juniata County Integrated Waste Management Programs
WM has also proposed an institutional recycling program specifically for Juniata County. Their primary program goal is the expansion of recycling programs in schools, through recycling assemblies and Waste Audits. WM has also suggested using the annual Great American Cleanup as an opportunity to educate and inspire communities to recycle.

Waste Management of Pa, Inc

Two County Region Solicitation of Interest
Mifflin and Juniata Counties

Prepared by:
Scott Dellinger, Municipal Recycling and Diversion Manager, WM Recycle America
Erika Deyarmin, Public Affairs Coordinator, Waste Management of Western PA

Waste Management of Pennsylvania, Inc is a leader in solid waste and recycling services across the State. We currently own and operate 26 hauling companies, 20 municipal landfills, 12 transfer stations, one waste to energy plant and four fully automated single stream recycling processing centers. We value our position as a leader in the State and believe that our investment and financial strength provide both Mifflin and Juniata Counties with the best opportunity to expand services and develop long-term and sustainable programs for its residents.

Waste Management of Pa, Inc. (WMPA) is a wholly owned subsidiary of the parent company Waste Management, Incorporated (WM). In February of 2013, WM announced the purchase of Greenstar Recycling. The acquisition of Greenstar placed Waste Management over half way mark to achieving the company wide goal of processing and marketing more than 20,000,000 tons of recyclables each year by 2020, and increases processing capacity to more than 65,000 tons of single stream material each month in Pennsylvania alone.

We believe the success of your counties, and other more rural counties like yours, are a key to reaching our processing goals. Your commitment to recycling will help drive further investment in future recycling opportunities. Illustrated by our investment in Pennsylvania recycling, we are truly committed to the principals of "Reduce, Reuse and Recycle".

As a partner of Waste Management of Pa, Inc., you receive much more than just solid waste and recycling services; you are investing in the future of the industry and helping to drive innovation and change across the globe. We are the clear leader in the industry and the driving force behind almost every new and innovative solution available today. We believe in being good stewards of the environment and view waste as a resource. Our commitment is proven every day throughout the country by our 17 waste-to-energy plants, 2 renewable energy facilities and 137 landfill-gases to energy facilities. Currently, Waste Management provides enough energy to power more than 1.1 million homes each year - more than the entire solar industry.

The following information is fully responsive to your Solicitation of Interest (SOI) and illustrates why we believe Waste Management of Pa., Inc. has the resources available to provide you the best option for all of your solid waste and recycling needs.

1. **Encourage, maintain and potentially develop curbside collection:**

   Waste Management of Pa, Inc. is Pennsylvania's largest collection company and provides services across the state. We believe the most cost effective and sustainable approach to recycling services is through curbside collection. Collecting materials at the curb allows for better control of material quality and reduces the contaminates that lower the value of materials making many recycling programs unsustainable. Our staff will work with willing communities to develop collection programs that encourage recycling, reduce solid waste and control costs.

2. **Provide, maintain and expand public drop-off collection services to be available to all County residents within the Region:**

   Waste Management of Pa, Inc. possesses the resources in both our rolloff and front-load lines of business to help expand public drop off services; however, we encourage you to explore more curbside collection opportunities throughout your counties. Recent composition studies support residue rates in excess of 30% in unmanned recycling drop off centers. Heavy residue content increases the cost of processing by slowing down our systems, increasing maintenance costs and increasing our disposal fees. The impact of high residue content on stream value makes it difficult for many governments to sustain those programs and makes it difficult to identify those people who may misunderstand the types of materials needed. We will gladly work with the counties to expand recycling services throughout the region and will support your efforts to transition to a more municipal based collection process.

3. **Expand institutional recycling programs, particularly in Juniata County:**

   We have dedicated professionals available to work with schools, universities and medical service providers to help manage solid waste and recycling services. Our team will conduct site audits and work with facility managers to identify ways to recover more materials and reduce solid waste. We also support our field managers by utilizing our recycling professionals and resources to speak with groups and organizations interested in recycling to promote increased interest and enthusiasm. We believe that greater participation by municipal customers will provide increased opportunity throughout the region for improved access to recycling services.

4. **Expand Commercial Services:**

Much the same as our institutional division, we have dedicated staff available to work with commercial and industrial businesses in the region to expand recycling and reduce solid waste. Sustainable and affordable recycling programs are dependent on generating enough volume to justify the expenses incurred in getting the materials to market. We welcome the challenge of working with all communities, commercial establishments and institutions in the two county region to grow volume and increase participation in recycling.

5. **Expand electronics recycling into a regional program:**

Since the passing and implementation of Pennsylvania's Covered Device Recycling Act, WMPA realized that our customers are faced with the challenge about what to do with their unwanted e-waste. Fortunately, we are able to provide a solution through our partnership with Sunnking Electronics. Through this service, we have the ability to offer customers free e-waste recycling options.

With assistance from Sunnking, we will supply packaging supplies, pick up and transportation of material, and detailed reporting by category of all e-waste collected at a drop off location. Options are available to provide a convenient drop off location, which would accept e-waste during set business hours, or, one time collection events can also be arranged.

Currently in 2013, Sunnking has processed over 500,000 pounds of electronics from WM locations. Items available for collection include, but are not limited to, computers, printers, telephones, televisions and GPS units. A complete list of items is available if requested.

6. **Develop special materials recycling collection events:**

Waste Management of Pa, Inc. also has the ability to offer customers solutions, especially for hard to dispose of items, through their At Your Door Program.

Through WM's At Your Door Program, customers have a solution that is implemented community wide to collect items that are not usually allowed in the regular trash bin.

These items include:

- Household chemicals
- Paint products
- Automotive chemicals and batteries
- Electronics
- Garden chemicals

- Swimming pool chemicals
- Universal materials

The program is easy and convenient; WMPA will come directly to a customer's home and collect household materials that do not belong in the trash or recycling bin. Customers can schedule a collection either online, via email, or by calling a 1-800 number. Once collected, items are taken to a Household Hazardous Waste facility to be properly disposed of or recycled.

7. **Continue existing yard waste efforts and expand in yard waste collection where possible:**

As residents of Pennsylvania, we are all too familiar with the presence of yard waste, especially during the spring and fall months. At WMPA we know that grass clippings, leaves, tree limbs and other yard wastes are valuable resources when they are properly managed.

Waste Management of Pa., Inc. will work with your counties to provide convenient ways for your community to dispose of these kinds of organic materials, which may be turned into inexpensive compost or mulch, prized by local gardeners and other agricultural operations in your area. By diverting yard waste from landfills, nutrient-rich products can be returned back to the soil, benefiting your local environment.

8. **Improve the effectiveness of the existing recycling programs through a comprehensive public information and education program that will be communicated to and coordinated with local municipalities:**

At the beginning of 2014, Waste Management, Inc. will be rolling out a nationwide campaign titled "Recycle Often. Recycle Right.".

Through this simple message, WM will illustrate how recycling is not just about how many things you can put into a recycling container, but more importantly, how many things you put into a container that ***can be recycled***.

"Recycle Often. Recycle Right." is a key focus to improve recycling in our communities. Recycling often and right is easy and good for our environment. In addition, we want to educate residents on how to recycle the right way so that we can improve the quality of materials we intend to sell.

Locally, WMPA will be challenging communities with three objectives:

Think before you toss. Almost anything you throw away can be recycled in some way – paper, plastic, aluminum, food waste, glass and even electronics.

Residents will be encouraged to reference local recycling guidelines to ensure they are recycling right.

Get creative. Think about new uses for cans, bottles and paper. These materials are perfect for art projects.

Raise awareness. Tell your friends and family to recycle. It can become contagious. Be a recycling ambassador and share this simple message.

We hope this campaign will provide comprehensive information for the public, while providing the educational materials needed to effectively communicate the message to our customers across the state.

9. **Work with existing waste haulers to encourage recycling and waste diversion:**

   Waste Management of Pa, Inc. realizes that we are not the only hauler in the industry. Across the state, WMPA has a successful track record of working with existing waste hauling companies to encourage recycling and waste diversion.

   We appreciate the expense involved with building and operating recycling centers and offer our facilities to a large portion of both public and private hauling companies.

   Our company's focus is to expand recycling. We realize that in order to grow volume and participation we must do our part as the industry leader to make recycling services available to as many people as possible.

10. **Develop a system to better document and report to the Counties of the Region the recycling that is occurring in the residential, commercial and institutional sectors:**

    Upon entering and exiting our facilities, WMPA weighs every vehicle and provides weigh tickets containing, at a minimum, the gross vehicle weight, net vehicle weight, tare weight of materials, grade of materials, delivery vehicle and company information of the collecting hauler.

    Materials are credited to the generator account and can be tracked in any number of ways through our highly regarded ReTi software system. All generators have the ability to register for immediate real-time access to their account information via e-care, which provides internet access to their account and the ability to create custom reports.

    Upon establishing an account with WMPA, a composition study is conducted to determine the quantity and quality of each material contained in a typical ton

of the generator's recyclables. We repeat this process on a regular basis and store all composition information in a database by each account. Our goal is to evaluate enough material to provide us with an 85% or better accuracy rate.

All customers have the ability to request their specific volume information and composition results, providing them the ability to report accurate data. This information is also critical to making improvements and enhancements to ongoing recycling programs. Many communities have utilized this data to alter and develop key messaging to share with residents and commercial businesses that are contributing to their counties recycling efforts.

11. **Use recycling efforts and educational efforts related to recycling as a means to deter illegal dumping activities through identifying recycling as an alternative to dumping:**

In 2010, Keep Pennsylvania Beautiful (KPB) conducted and published surveys of illegal dump sites throughout Juniata and Mifflin Counties. In both surveys, KPB suggests that in some areas, the common presence of a waste type may indicate the need for a refuse/recycling program for that particular material.

In Juniata County, of the items inventoried at each dumpsite, 88% of the sites contained recyclables, and 100% of the 49 illegal dumpsites surveyed were found in areas without a curbside recycling program.

In Mifflin County, of the items inventoried at each dumpsite, 68% of the sites contained recyclables, and 68% percent of the 31 illegal dumpsites surveyed were located in a municipality without a curbside recycling program.

A study done by Keep Pennsylvania Beautiful shows that a community with curbside recycling will report a lower incidence of residential waste accumulation problems and a slightly lower incidence of dumping problems.

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

Waste Management of Pa, Inc. would be happy to work with champions in your counties to create a public awareness campaign to educate the public on the problem with illegal dumping. As mentioned above, our staff will also work with willing communities to develop collection programs that encourage recycling, reduce solid waste and control costs. We know that cost is a huge factor when municipalities look to implement a recycling program, and WMPA can provide assistance to identify and implement the best solution.

12. **Identify funding sources to be used to help implement Regional recycling goals:**

Waste Management of Pa, Inc. works closely with customers to help identify funding to support green education and community beautification efforts. In the past, we have worked with counties, municipalities and schools to help develop projects, provide the tools to successfully see the projects through, and identify grants to help support them.

Additionally, Waste Management, Inc. also provides grants through their partnership with Keep America Beautiful (KAB). In 2013, WM and KAB awarded fifty (50) $4,000 WM Think Green® Grants that supported projects such as the Great American Clean-Up (GAC), along with recycling, community clean-ups, beautification or community greening projects and/or related educational programs. Five of the 50 grants awarded went to deserving organizations across the state of Pennsylvania. Our employees were instrumental in identifying these projects to submit, and creating the proposals.

Also awarded were (10) $10,000 KAB Affiliate Grants to KAB affiliates throughout the country. In 2013, Pennsylvania KAB affiliates in Philadelphia and Westmoreland County each received $10,000 grants.

13. **In regard to the specific Juniata County recycling program goals, we have provided the following information that may have not been included above:**

School Recycling:
Waste Management of Pa, Inc. believes that schools are vital forums for educating young people and the community about the solutions, challenges and problems of solid waste management. If recycling is done correctly inside the school, we hope that hands on experience for the students will encourage them to make recycling not only something they do at school, but something they can apply at home and in the future.

We actively work with schools to help promote recycling to key players. Our staff can work with administration to create key messaging to send to maintenance staff, cafeteria workers, teachers and students. Waste audits can be performed to identify what is being thrown away, and where there is the biggest opportunity to increase recycling rates (classroom, cafeteria, etc.).

In some instances, we have gone inside the schools to host recycling assemblies, which teach the students the importance of recycling and provide them with the tools to know how to recycle.

Annual functions, such as the Great PA Cleanup, America Recycles Day, etc.:
The Think Green grants mentioned above are not the only way we partner with Keep America Beautiful.

For more than 25 years Waste Management, Inc. has supported Keep America Beautiful, contributing in recent years more than $1 million annually through cash contributions and in-kind support to promote the prevention of litter, reduce waste, promote recycling and improve communities through beautification projects.

Waste Management, Inc. is a national sponsor of KAB's signature event, the Great American Cleanup™, providing in-kind equipment, manpower and logistical support to millions of volunteers in local efforts.

We also support numerous smaller activities in local communities through associated KAB chapters.

This past year, in partnership with Keep Pennsylvania Beautiful, and the PA Department of Environmental Protection, WMPA locations across the state offered free disposal service for the "2013 Great American Clean Up of PA".

Groups and organizations registered as part of the "Great American Clean Up of PA" were offered free disposal from April 20 through May 7 to help with their community cleanup efforts.

In 2013, over 600 groups were registered to participate in the Great American Clean Up of Pennsylvania. All groups had access to free disposal of materials from their cleanup efforts across the state.

Waste Management, Inc. also proudly sponsors America Recycles Day and Arbor Day through their partnership with the Arbor Day Foundation. Events promoting the awareness of these environmental holidays are great ways for us to partner with local communities.

Across Pennsylvania and North America, Waste Management is transforming itself and continuing to set the bar in the environmental services industry. Our company is relentlessly working to extract new value from waste and find new ways to be an environmental steward and good neighbor.

We value our relationships with your Counties and are committed to helping you improve waste and recycling management efforts. We encourage you to allow our unparalleled experience and financial stability help you achieve your goals for recycling and improved services, and appreciate your consideration of our submission.

Meeting Notes
MIFFLIN AND JUNIATA COUNTIES JOINT SWAC COMMITTEE MEETING #5
JUNE 11, 2014

Meeting began at 10AM:

- Terry Keene opened the meeting with a brief review of the previous meeting minutes, and distributed copies to those who did not have one,
- Plan documents – Terry reminded the group of the Barton and Loguidice website link (www.bartonandloguidice.com) and noted that all current draft documents are available on the website for review and nothing new has been added TO THE WEBSITE VERSION OF THE REGIONAL PLAN since the May 6th Joint SWAC meeting.

Schedule Update:

- Section 6.16 of Chapter 6 is being added to the Draft Plan, and other minor edits are being made in response to comments from the SWAC and County Staff.
- John Lundsted reported that PADEP is still reviewing Section 6.16 of the Plan, in addition to other draft Plan documents related to waste assurance measures. John noted a DEP meeting scheduled for June 12 to discuss comments on these documents. He hopes to have the comments back to us soon thereafter.
- Terry said he would distribute the revised draft Plan with the latest edits, via email to the SWAC soon (Terry will highlight all new, post-May 6th plan edits for the ease of SWAC members' review). Terry announced that he would like all final comments back from all SWAC members on the draft no later than Friday, June 20. (EDITOR'S NOTE – THESE LATEST PLAN REVISIONS WERE DISTRIBUTED TO THE SWACs ON JUNE 20, AND ALL FINAL COMMENTS WERE DUE BACK BY JUNE 24). The goal is to release the Draft Plan for the formal 90-day Public Comment Period by the end of June.
- A Public meeting is required within each county during the 90-day public review period, to receive public comments on the Draft Regional Plan. The upcoming advertisement on Draft Plan release will contain a brief summary of the Plan and will note the public meeting date for each county.
- It was decided that the advertisement of the Draft Plan release for comments will be advertised in both the Lewistown Sentinel and the Juniata Sentinel papers, as well as in the PA Bulletin (John Lundsted needs the final ad approximately 2 weeks in advance of the PA Bulletin ad run (it is a Saturday publication). The ad will request that comments be directed to Lisa Smith and Brad Kerstetter, as appropriate.
- Terry indicated that October will be the month when any public comments received will be reviewed, and changes made to the draft plan as necessary. Terry recommended scheduling a final SWAC meeting during the last two weeks of October for a final review of any Plan changes, and to recommend to each set of County Commissioners to adopt the plan as final. At that point, the Final Adopted Regional Plan will be distributed to all municipalities in the two counties for the 90-day municipal ratification period, which should conclude around the end of January 2015. (the 50/50 rule on municipal ratification applies to the determination of County plan approval in each county).
- DEP will then have 30 days to review and approve the Final Adopted Regional Plan.

Meeting Notes
MIFFLIN AND JUNIATA COUNTIES JOINT SWAC COMMITTEE MEETING #5
JUNE 11, 2014

Solicitation of Interest (SOI) Contracts Update:

- Terry Keene discussed the contracting process with the eleven (11) Tentatively Designated Facilities, and indicated that Sandy Run has submitted their signed Contract. At this time, all 11 contracts have been executed by Juniata County and have been turned over to Lisa Smith for execution. Lisa Smith and Frank Welsh (Authority Chairman) are scheduled to meet with the Mifflin County Commissioners tomorrow (June 12) to obtain concurrence for the Authority to execute the agreements (which is scheduled for the June 25th Authority meeting).
- These 11 facilities will be added to Chapter 7 of the Regional Plan, and the contracts placed in the Regional Plan Appendices.
- The effective of the SOI contracts will be the date of DEP Plan approval (expected in January-February 2015).

MCWSA Hauling/Disposal Contract Update:

- Clinton County's Wayne Township Landfill was selected by the MCSWA. Lisa Smith said the Contract has been executed by the MCSWA and Clinton County and will become effective on January 1, 2015, and will run for a total of ten (10) years (five years initially, with a 5-year renewal option).
- This contract will be placed in the Regional Plan Appendices.

MCWSA Volume Discount Contract Schedule:

- Lisa Smith stated that it is too early to begin negotiations on the new volume contracts, but she hopes to have revised agreements in place by October 2014 with an effective date of January 1, 2015.
- Lisa indicated this will mirror previous contracts, and that the current Contract is effective until December 31, 2014.
- Lisa stated that a draft version of the new volume discount contract will be supplied for the Plan Appendices.
- These volume discount contracts are the preferred method in ensuring waste delivery to the Authority. As long as this contractual approach continues to work and the Authority remains viable, contingent flow control ordinances may never have to be implemented.
- Lisa indicated that the contracts are preliminarily coming in at three years, with the possibility of five-year terms.

Review Waste Delivery Assurance Documents, Process for Plan (Handouts):

- Terry Keene passed out and reviewed the Intermunicipal Agreement (IMA) for Plan implementation phase county cooperation (Handout 1). This agreement confirms that Mifflin County and Juniata County formally agree to work together to implement the Regional Plan, including contingent flow control measures if ever needed
    - Terry acknowledged that the previous IMA only covered Plan preparation and not implementation phase cooperation.

  - John Lundsted confirmed that this IMA addresses his previous request for a more formal commitment by the counties to cooperate and implement all Plan provisions.
  - Brad Kerstetter reported that the Juniata County Commissioners have already approved this IMA. Lisa Smith will present this to the Mifflin County Commissioners on June 12 for their consideration, and hopes to have their execution of the IMA in June.
  - The SWAC Committee acknowledged that this document provides a good foundation for plan implementation. John stated that this meets the PADEP requirements.
- Terry next handed the draft text for Section 6.16 of Chapter 6 of the Plan (Handout 2). Terry said this document has been reviewed by technical and county staff as well as the Authority Solicitors. Currently, the County Solicitors are reviewing this document.
  - This document establishes the benefits of implementing the regional plan. It provides measures to protect these benefits, and identified benefits of Plan implementation that apply to each County, as noted. Also, it notes that the MCSWA will serve as a mentor for Juniata County's efforts to develop and expand integrated waste and recycling activities in the County.
  - Terry reviewed the current and preferred methods of waste delivery outlined on page 2, which identifies contracting measures, cost coverage, and funding options. He indicated that this is an ongoing process.
  - He indicated circumstances when a county may have to enact contingent waste assurance ordinances. Lisa offered past experience and insights, where the tonnage was brought back up without the need to enact an ordinance. The text also points to drops in reserves where the Authority would need to request enactment of the ordinance. Terry pointed out there may need to be a restructuring of tipping fees if waste assurance ordinances are enacted.
  - Dan Dunmire asked, what happens when one county wants to enact and the other doesn't. Terry explained that hopefully, this would be avoided by having the implementation-phase IMA between the two counties signed. Dan re-iterated his concerns. John Lundsted indicated that this was why the agreement is needed.
- Ordinances to be added to Appendices of the Draft Plan in coordination with Contingent Flow Control (Handouts 3 and 4)
  - Mifflin County has a few items relating to the MCSWA that makes it differ from the Juniata County version.
  - All waste should be transported to the delivery point facility directed by the Authority
  - The Authority will establish a tipping rate fee structure that must be established for waste coming in from both of the Counties.
  - These documents are under review by County Solicitors. They have already been reviewed with the Commissioners. The draft ordinances discuss the enforcement measures and the penalties for non-compliance.
- Terry wants the process to implement contingent waste flow control in the future established now, so the Regional Plan will not need to be further revised in the future if

triggers necessitate this. John Lundsted and Terry Keene indicated adding this trigger mechanism process, public vetting/ public comment, and plan approval process now to the Regional Plan avoids the potential need to undertake another substantial plan update process later for this reason.

- Lisa Smith reassured that all possibilities will be exhausted before moving to enacting contingent flow control ordinances.
- John Lundsted indicated that the legal ramifications of the Plan do require legal review at PADEP. Lisa is hoping for DEP review comments soon, prior to public release for comment.
- John Lundsted has two comments at this time on the waster assurance documents:
    - John feels that "Acceptable Municipal Waste" should be changed to just "Municipal Waste" because that term is not defined anywhere in the plan. Lisa suggested changing the definition within the flow control ordinance to move the term acceptable into the definition of Municipal Waste within the ordinance definitions. Terry noted why there are some forms of Municipal Wastes (such as some special handling wastes) that the counties would not want to make subject to flow control.
    - John feels that there should be some kind of verbiage for the recouping of lost tipping fees built into the penalty section of the ordinance. John feels the fines are not enough to truly deter haulers, and in an example he pointed out that ten infractions within a single day would only receive one fine. He believes there would be a financial benefit to assessing a per infraction fee system.
    - Lisa indicated that she would bring both points up for consideration with her solicitor. Lisa believes that the provision for capturing lost revenue was previously taken out, but she will ask for reconsideration of this feature.
    - John countered that the fine is for the violation, where the lost tipping fees are currently not covered. He reiterated the need to cover the lost tonnage and resulting lost tipping fees, to avoid too much loss.
    - Lisa thinks her legal advisor may be worried about the staff and man-hours needed to recuperate the lost tipping fees. She feels that adding a per-occurrence fee will make the process too complicated and time consuming.
    - Terry Keene suggested using the concept of liquidated damages as an addition to the established penalties to make up for the lost tipping fees.
    - John still indicated a per-load way of collecting fees would be ideal.
    - Lisa wants to leave this open ended so that this can be revisited later as needed.
- SWAC members in attendance concurred with adding the Section 6.16 text on Plan benefits and trigger mechanisms, the contingent waste assurance ordinances, and an implementation-phase IMA to the Regional Plan. The general consensus is that these documents and the approach are sound and supportable, and the draft Regional Plan is ready for release for public review and comment.
- Juniata County Commissioner Jeff Zimmerman commented that the Regional Plan and its many components, including the contingent flow control provisions, provide a road map for the future of Mifflin and Juniata counties.

Meeting Notes
MIFFLIN AND JUNIATA COUNTIES JOINT SWAC COMMITTEE MEETING #5
JUNE 11, 2014

Review Latest Updates to Draft Plan Documents:

- Terry indicated that the population projections have been updated per the last Joint SWAC meeting, and the waste generation and recycling projections have been recomputed to provide a more realistic and reasonable projection for each county.
    - Lisa indicated that both she and Brad Kerstetter are taking steps to make the waste generation and disposal data reports more accurate in the future, to help resolve this problem. Lisa is hoping this improvement is initially reflected in the 2014 reports.
- Lisa indicated that Bill Gomes was concerned about the municipal ratification process, and in making the content understandable and accessible. Lisa said she is attempting to be a part of the process to help explain the plan to the municipalities throughout Mifflin County.
- Brad Kerstetter agreed with Lisa and will be attempting to mirror Lisa's efforts for Juniata County.
- Terry Keene indicated the recycling program support and enhancements ideas, submitted with the SOI responses, may contain ideas that can be further considered once the Regional Plan is implemented. Terry handed out to the attendees (and had previously e-mailed to the SWACs) a summary of these recycling enhancement ideas. He asked how the SWAC would like to address these ideas; at this point, Terry intends to include these ideas in the Plan Appendices, but not specifically address the ideas in the plan text. It is to be presented as a reference document only.
    - Lisa believes these documents were geared towards business with many contingencies, and wants to keep them as a reference and not make them a direct part of the Plan.
    - Lisa also wants to add a note as well in the Plan that any public interest group or organization wishing to utilize the free "dump cleanup" disposal capacity offered by multiple SOI Respondents should contact their County Recycling Coordinator to coordinate the use of this service. Terry agreed that this would be a good addition to the Regional Plan.
    - Brad Kerstetter feels that the executed Contracts between the haulers and the two counties would support the recycling plans.
- Terry reiterated that all comments need to be in to Lisa Smith or Brad Kerstetter quickly.

***Joint SWAC Action* - Recommended Regional Plan Release for Public Comment:**

- Terry asked for a motion to recommend the release of the plan for the formal 90-day Public Comment Period, subject to any final plan modifications as needed to address comments from DEP or SWAC members prior to release.
    - Randy Leister made the motion
    - Dan Dunmire seconded the motion
    - The motion passed unanimously

Meeting Notes
MIFFLIN AND JUNIATA COUNTIES JOINT SWAC COMMITTEE MEETING #5
JUNE 11, 2014

Final Thoughts:

- In response to a question, John Lundsted indicated that once the Plan is approved by DEP, parties have 30 days to challenge the plan. John mentioned that in another county where Flow Control was being challenged (Clearfield County) the system has been running as intended in the Plan while the legal challenge proceeds.
- Terry indicated that the advertisements will be placed in both the Lewistown Sentinel and the Juniata Sentinel newspapers, and in the Pennsylvania Bulletin (John asked for two weeks' notice). Terry also reminded the group to direct any final comments to either Lisa Smith (Mifflin County) or Brad Kerstetter (Juniata County), as appropriate.

The meeting concluded at approx. 11:45AM.

Respectfully submitted,
Barton & Loguidice

Appendix T

Contingent Waste Assurance Ordinances [Not Adopted]

Juniata County Contingent Waste Assurance Ordinance

JUNIATA COUNTY BOARD OF COMMISSIONERS

County Ordinance No. _____of _____

A COUNTY ORDINANCE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL WASTE, INCLUDING RESIDENTIAL, COMMERCIAL AND INSTITUTIONAL WASTE, IN ORDER TO PROMOTE THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF JUNIATA COUNTY; TO HELP ENSURE THE SUSTAINABILITY OF THE COUNTY'S WASTE MANAGEMENT, RECYCLING AND SUPPORT SYSTEMS AS A KEY PUBLIC SERVICE PROVIDER IN THE 2-COUNTY REGION; TO HELP ENSURE THE SUSTAINABILITY OF THE MIFFLIN COUNTY SOLID WASTE AUTHORITY'S WASTE MANAGEMENT, RECYCLING AND SUPPORT SYSTEMS AS A KEY PUBLIC SERVICE PROVIDER IN THE 2-COUNTY REGION; AND TO REQUIRE THE PROCESSING, HAULING AND DISPOSAL OF CERTAIN MUNICIPAL WASTES GENERATED IN JUNIATA COUNTY IN A MANNER CONSISTENT WITH THIS ORDINANCE.

BACKGROUND

A. The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101 ("Act 101") was approved on July 28, 1988;

B. Act 101 grants the County of Juniata, Commonwealth of Pennsylvania (the "County") (a) primary responsibility for planning for municipal waste management within its boundaries, (b) the power and duty to insure the availability of adequate permitted processing and disposal capacity for municipal waste generated within its boundaries, and (c) the primary power to control the flow of municipal waste generated within its boundaries;

C. Act 101 requires the County to prepare and obtain approval of a solid waste management plan at regular intervals;

D. 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 a county's responsibilities under Act 101 for municipal waste planning and implementation of the approved county solid waste management plan;

E. The County, in furtherance of the requirements imposed on the County by Act 101, has entered into a number of written agreements to fulfill duties of the County under Act 101, including assisting the County in the preparation of the County's Municipal Waste Management Plan (the "Regional Plan");

F. The County desires to undertake the implementation of the Regional Plan;

G. The requirements imposed on the County by Act 101, require the enactment of a municipal waste management ordinance in furtherance of the municipal waste management objectives set forth in the Regional Plan, and it being in the public interest to adopt a municipal waste management ordinance; and

H. The Authority, in connection with implementing the Regional Plan, has recommended that the County adopt this Ordinance.

NOW, THEREFORE, it is enacted and ordained by the Board of County Commissioners of the County of Juniata, Commonwealth of Pennsylvania as follows:

Section 1. Definitions

Unless the context clearly indicates otherwise, the following words and terms, as used in this Ordinance shall have the following meanings:

2-County Region. Mifflin and Juniata Counties, Pennsylvania.

Acceptable Municipal Waste. Municipal waste and all other wastes the Authority's Facility is permitted to accept under applicable laws and regulations. This term excludes Source Separated Recyclables.

Authority. The Mifflin County Solid Waste Authority.

Authority's Transfer Station, or Authority's Facility. The Authority's waste transfer and recycling facilities, currently located in Derry Township, Juniata County, that receive, process or temporarily store municipal or residual waste and arrange for transportation of such waste to disposal facilities.

Act 101. The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, Commonwealth Act of July 28, 1988, No. 101, as amended.

Board. The Juniata County Board of Commissioners.

Commercial Establishment. An establishment that is not engaged in a manufacturing or 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.

County. The County of Juniata, Pennsylvania.

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

Existing Contract. Any contract of any Municipality, for the storage, collection, transportation, processing or disposal of Acceptable Municipal Waste or Source Separated Recyclable Materials generated or located within the County which (i) was legally entered into, (ii) when entered into was legally enforceable, and (iii) was in force on the date of the enactment of this Ordinance or prior to the adoption, pursuant to Act 101, of the Regional Plan, excluding renewals of such contracts.

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, 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 (with respect to non-infectious waste only), nursing homes, 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.

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

Regional Plan. The 2-County Regional Municipal Waste Management Plan prepared by or on behalf of the 2-County Region, 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.

Source Separated Recyclables. Recyclable materials that are segregated from the municipal waste stream at the point of generation for separate collection, drop-off, sale or other reclamation of the materials for a higher end-use than disposal.

Tipping Fee. The schedule of fees established by the Authority for accepting various types of Acceptable Municipal Waste for processing, hauling and/ or disposal.

Unacceptable Waste. Any material that by reason of its composition, characteristics or quantity, the Authority's Transfer Station is unable to accept for processing, hauling and disposal.

Waste Hauler. Any Person engaged in the business of collecting and transporting municipal waste that is generated in Juniata County, Pennsylvania.

Section 2. Implementation

The County shall have the power and its duty shall be to implement the Regional Plan and this Ordinance.

Section 3. Delivery of Acceptable Municipal Waste to the Authority's Facility

a. Beginning on the Effective Date of this Ordinance, all Acceptable Municipal Waste generated in Juniata County shall be collected and delivered by Waste Haulers or the Person generating such Acceptable Municipal Waste to the Authority's Transfer Station or another facility designated by the Authority for processing and disposal by the Authority. No Person shall deliver, or cause to be delivered, Acceptable Municipal Waste generated in Juniata County to a solid waste processing or disposal facility other than the Authority's Transfer Station.

b. The Authority will establish a Tipping Fee rate structure to provide its services, and may amend this rate structure from time to time. This rate structure will be developed to ensure the continued viability and long-term sustainability of the Authority's Facility, operations and services. All Waste Haulers or other Persons delivering Acceptable Municipal Waste generated in Juniata County will pay the Authority's established Tipping Fee rates in effect upon delivery of such waste to the Authority's Transfer Station.

Section 4. Enforcement; Penalties

a. Failure to comply with this Ordinance by any Person shall be an offense punishable as provided in Section 4(b), below. Each day of non-compliance shall be considered a separate violation event under this Ordinance and may be punishable as a separate violation.

b. Any Person convicted of a first offense under this Ordinance shall be liable to pay a civil penalty of not less than $100 and not more than $500. Any Person convicted of a second offense under this Ordinance within a year of being convicted of a first offense under this Ordinance shall be liable to pay a civil penalty of not less than $500 nor more than $1,000. Any Person convicted of a subsequent offense beyond a second offense under this Ordinance within a year of being convicted for the first offense shall be liable to pay a civil penalty of not more than $1,000 and costs of prosecution or imprisonment of not more than ten (10) days, or both.

The prosecution and enforcement of violators for any non-compliance with this Ordinance shall be the responsibility of the County.

Section 5. Existing Contracts.

a. Nothing in this Ordinance shall be construed to impair the obligations of any Existing Contracts.

b. No renewal or modification of any Existing Contracts, and no new contract of any Municipality for the storage, collection, transportation, processing or disposal of Acceptable Municipal Waste shall be entered into after the Effective Date of this Ordinance unless such renewal, modification, or new contract shall be approved by the Authority and shall conform to the requirements of the Regional Plan and this Ordinance.

Section 6. Injunctive Relief.

In addition to any other remedy provided in this Ordinance, the County may institute proceedings to restrain any violation of, or to require compliance with, this Ordinance or the Regional Plan.

Section 7. Concurrent Remedies.

The existence or exercise of any remedy shall not prevent the County from exercising any other remedy (a) provided under this Ordinance or (b) available at law or equity.

Section 8. Effective Date

Upon enactment by action of the County Board of Commissioners, this County ordinance shall become effective within thirty (30) days of enactment (the "Effective Date").

Section 9. Severability

If any part of this Ordinance is found to be illegal by a court of competent jurisdiction, the remaining sections shall remain in full force and effect.

Enacted this _____ day of _____, 20____,

ATTEST:

_____
S. James Bahorik, County Administrator

JUNIATA COUNTY COMMISSIONERS

_____
Jeffrey M. Zimmerman, Chairperson

_____
Robert N. Reynolds, Vice Chairperson

_____
Teresa J. O'Neal, Secretary

Mifflin County Contingent
Waste Assurance Ordinance

MIFFLIN COUNTY BOARD OF COMMISSIONERS

County Ordinance No. _____of _____

A COUNTY ORDINANCE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL WASTE, INCLUDING RESIDENTIAL, COMMERCIAL AND INSTITUTIONAL WASTE, IN ORDER TO PROMOTE THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF MIFFLIN COUNTY; TO RECOGNIZE THE IMPORTANCE OF THE MIFFLIN COUNTY SOLID WASTE AUTHORITY (AUTHORITY) IN SERVING THE MUNICIPAL WASTE HAULING AND DISPOSAL NEEDS OF THE COUNTY'S CITIZENS AND BUSINESSES; TO HELP ENSURE THE SUSTAINABILITY OF THE AUTHORITY'S WASTE MANAGEMENT, RECYCLING AND SUPPORT SYSTEMS AS A KEY PUBLIC SERVICE PROVIDER IN THE 2-COUNTY REGION; AND TO REQUIRE THE PROCESSING, HAULING AND DISPOSAL OF CERTAIN MUNICIPAL WASTES GENERATED IN MIFFLIN COUNTY IN A MANNER CONSISTENT WITH THIS ORDINANCE.

BACKGROUND

A. The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101 ("Act 101") was approved on July 28, 1988;

B. Act 101 grants the County of Mifflin, Commonwealth of Pennsylvania (the "County") (a) primary responsibility for planning for municipal waste management within its boundaries, (b) the power and duty to insure the availability of adequate permitted processing and disposal capacity for municipal waste generated within its boundaries, and (c) the primary power to control the flow of municipal waste generated within its boundaries;

C. Act 101 requires the County to prepare and obtain approval of a solid waste management plan at regular intervals;

D. 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 a county's responsibilities under Act 101 for municipal waste planning and implementation of the approved county solid waste management plan;

E. The County established the Mifflin County Solid Waste Authority (the "Authority") on December 30, 1975 under the provisions of the Municipal Authorities Act, as amended, 53 Pa.C.S. Section 5601;

F. The County and the Authority, in furtherance of the requirements imposed on the County by Act 101, have entered into a number of written agreements which empower and require the Authority to fulfill certain duties of the County under Act 101, including assisting the County in the preparation of the County's Municipal Waste Management Plan (the "Regional Plan");

G. The County desires to undertake the implementation of the Regional Plan with the assistance and participation of the Authority;

H. The County has a viable for-profit scrap processing and recycling industry, which is not to be impaired, but is to be encouraged as provided under Act 101, § 102-(22) and (23) ;

I. The requirements imposed on the County by Act 101, and delegated, in part, to the Authority, require the enactment of a municipal waste management ordinance in furtherance of the municipal waste management objectives set forth in the Regional Plan, and it being in the public interest to adopt a municipal waste management ordinance; and

J. The Authority, in connection with implementing the Regional Plan, has recommended that the County adopt this Ordinance.

NOW, THEREFORE, it is enacted and ordained by the Board of County Commissioners of the County of Mifflin, Commonwealth of Pennsylvania as follows:

Section 1. Definitions

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Commercial Establishment. An establishment that is not engaged in a manufacturing or 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.

County. The County of Mifflin, Pennsylvania.

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

Existing Contract. Any contract of any Municipality, for the storage, collection, transportation, processing or disposal of Acceptable Municipal Waste or Source Separated Recyclable Materials generated or located within the County which (i) was legally entered into, (ii) when entered into was legally enforceable, and (iii) was in force on the date of the enactment of this Ordinance or prior to the adoption, pursuant to Act 101, of the Regional Plan, excluding renewals of such contracts.

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, 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 (with respect to non-infectious waste only), nursing homes, 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.

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

Regional Plan. The 2-County Regional Municipal Waste Management Plan prepared by or on behalf of the 2-County Region, 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.

Source Separated Recyclables. Recyclable materials that are segregated from the municipal waste stream at the point of generation for separate collection, drop-off, sale or other reclamation of the materials for a higher end-use than disposal.

Tipping Fee. The schedule of fees established by the Authority for accepting various types of Acceptable Municipal Waste for processing, hauling and/ or disposal.

Unacceptable Waste. Any material that by reason of its composition, characteristics or quantity, the Authority's Transfer Station is unable to accept for processing, hauling and disposal.

Waste Hauler. Any Person engaged in the business of collecting and transporting municipal waste that is generated in Mifflin County, Pennsylvania.

Section 2. Implementation

The County shall have the power and its duty shall be to implement the Regional Plan and this Ordinance. The County may delegate to the Authority, from time to time, by written agreement or resolution accepted by the Authority, any power, duty or authority the County possesses under law, the Regional Plan, or this Ordinance.

Section 3. Delivery of Acceptable Municipal Waste to the Authority's Facility

a. Beginning on the Effective Date of this Ordinance, all Acceptable Municipal Waste generated in Mifflin County shall be collected and delivered by Waste Haulers or the Person generating such Acceptable Municipal Waste to the Authority's Transfer Station or another facility designated by the Authority for processing and disposal by the Authority. No Person shall deliver, or cause to be delivered, Acceptable Municipal Waste generated in Mifflin County to a solid waste processing or disposal facility other than the Authority's Transfer Station or another facility designated by the Authority or otherwise approved in writing by the Authority.

b. The Authority will establish a Tipping Fee rate structure to provide its services, and may amend this rate structure from time to time. This rate structure will be developed to ensure the continued viability and long-term sustainability of the Authority's Facility, operations and services. All Waste Haulers or other Persons delivering Acceptable Municipal Waste generated in Mifflin County will pay the Authority's established Tipping Fee rates in effect upon delivery of such waste to the Authority's Transfer Station.

Section 4. Enforcement; Penalties

a. Failure to comply with this Ordinance by any Person shall be an offense punishable as provided in Section 4(b), below. Each day of non-compliance shall be considered a separate violation event under this Ordinance and may be punishable as a separate violation.

b. Any Person convicted of a first offense under this Ordinance shall be liable to pay a civil penalty of not less than $100 and not more than $500. Any Person convicted of a second offense under this Ordinance within a year of being convicted of a first offense under this Ordinance shall be liable to pay a civil penalty of not less than $500 nor more than $1,000. Any Person convicted of a subsequent offense beyond a second offense under this Ordinance within a year of being convicted for the first offense shall be liable to pay a civil penalty of not more than $1,000 and costs of prosecution or imprisonment of not more than ten (10) days, or both.

The prosecution and enforcement of violators for any non-compliance with this Ordinance shall be the responsibility of the County.

Section 5. Existing Contracts.

a. Nothing in this Ordinance shall be construed to impair the obligations of any Existing Contracts.

b. No renewal or modification of any Existing Contracts, and no new contract of any Municipality for the storage, collection, transportation, processing or disposal of Acceptable Municipal Waste shall be entered into after the Effective Date of this Ordinance unless such renewal, modification, or new contract shall be approved by the Authority and shall conform to the requirements of the Regional Plan and this Ordinance.

Section 6. Injunctive Relief.

In addition to any other remedy provided in this Ordinance, the County may institute proceedings to restrain any violation of, or to require compliance with, this Ordinance or the Regional Plan.

Section 7. Concurrent Remedies.

The existence or exercise of any remedy shall not prevent the County from exercising any other remedy (a) provided under this Ordinance or (b) available at law or equity.

Section 8. Effective Date

Upon enactment by action of the County Board of Commissioners, this County ordinance shall become effective within thirty (30) days of enactment (the "Effective Date").

Section 9. Severability

If any part of this Ordinance is found to be illegal by a court of competent jurisdiction, the remaining sections shall remain in full force and effect.

Enacted this _____ day of _____, 20____,

ATTEST:

_____
Cathy L. Romig, Chief Clerk

MIFFLIN COUNTY COMMISSIONERS

_____
Mark A. Sunderland, Chairman

_____
Otis E. Riden, Jr., Vice Chairman

_____
Kevin Kodish, Secretary