

Cameron County Municipal Waste Management Plan

2021 - 2030



FINAL PLAN

November 2020



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ACKNOWLEDGEMENTS

This project was partially funded by Act 101, Section 901 Planning Grant funds issued by the Pennsylvania Department of Environmental Protection (DEP). The development of this **Cameron County Municipal Solid Waste Management Plan (2021 - 2030)** would not have been successful without DEP funding and technical support, and participation by the Cameron County Commissioners, local municipal representatives, and the Solid Waste Advisory Committee (SWAC). The SWAC and following parties and organizations were essential contributors in the planning process and Plan development.

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ACKNOWLEDGEMENTS

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MATERIAL DEFINITIONS & ABBREVIATIONS

MATERIAL DEFINITIONS

In Pennsylvania, waste originating from residential, municipal and institutional establishments, construction and demolition activities, medical waste from health care facilities, biosolids, ash residue, asbestos, and sewage sludge from municipal wastewater treatment fall within the State regulatory framework for municipal waste management. The following material definitions are derived from Title 25, PA Code, Chapter 271, except where specified.

- **Municipal Waste** – The Pennsylvania regulatory definition for 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 or hazardous waste under this chapter from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility.
- **Municipal solid waste (MSW)** – A term commonly used in reference to conventional trash and source separated recyclables from households, businesses and institutions.
- **Recycling or Recyclables** – Materials separated, collected, and/or recovered from the municipal waste stream for sale or reuse including metals, glass, paper, plastics, and other materials which would otherwise be disposed or processed as municipal waste.
- **Residual Waste** – Garbage, refuse, other discarded material or other waste, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations; and non-hazardous sludges from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility. The term does not include coal refuse as defined in the Coal Refuse Disposal Control Act (52 P. S. § 30.51—30.66).
- **Special Handling Waste** – Solid waste that requires the application of special storage, collection, transportation, processing or disposal techniques due to the quantity of material generated or its unique physical, chemical or biological characteristics. The term includes dredged material, sewage sludge, infectious waste, chemotherapeutic waste, ash residue from a solid waste incineration facility, friable asbestos containing waste, PCB containing waste and waste oil that is not hazardous waste.
- **Special Items** – Sometimes referred to as “hard-to-recycle materials”, special items are materials that are routinely generated and usually require special storage, collection, processing, and transportation for recycling and/or disposal. Special items are usually targeted for recovery for the purpose of recycling and/or to assure proper handling. Examples include bulk items, tires, household hazardous waste, electronics, appliances, scrap metal, construction and demolition materials. *Special Items is not defined in the PA Code.*
- **Sewage Sludge** – Liquid or solid sludges or other residues from a municipal sewage sludge collection or treatment system; and liquid or solid sludges and other residues from a septic and holding tank pumping from commercial, institutional, or residential establishments. Sewage sludge that has been treated to meet pollutant and pathogen requirements for land application and surface disposal (e.g., land-applied as fertilizer) is referred to as “biosolids”.
- **Construction/Demolition (C/D) Waste** – Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete. The term does not include the

MATERIAL DEFINITIONS & ABBREVIATIONS

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, (ii) Waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

- **Processed Medical Waste** – Regulated medical and chemotherapeutic municipal and residual waste generated in the diagnosis, treatment, immunization or autopsy of human beings or animals, in research pertaining thereto, in the preparation of human or animal remains for interment or cremation, or in the production or testing of biologicals. Waste resulting from the production or use of antineoplastic agents used for the purpose of inhibiting or stopping the growth of malignant cells or killing malignant cells.
- **Ash Residue** – Powdery residue left after the burning of a substance.
- **Asbestos** – A heat-resistant fibrous silicate mineral that can be woven into fabrics and is used in fire-resistant and insulating materials such as brake linings.

ABBREVIATIONS

<i>Abbreviation</i>	<i>Explanation</i>
<i>CY</i>	Cubic Yard
<i>C/D</i>	Construction and Demolition
<i>EPA</i>	Environmental Protection Agency
<i>E-Waste</i>	Electronic Waste
<i>GHG</i>	Greenhouse Gas
<i>GPD</i>	Gallons per Day
<i>GVW</i>	Gross Vehicle Weight
<i>HDPE</i>	High Density Polyethylene
<i>HHW</i>	Household Hazardous Waste
<i>ICW</i>	Infectious and Chemotherapeutic Waste
<i>KAB</i>	Keep America Beautiful
<i>KPB</i>	Keep Pennsylvania Beautiful
<i>LDPE</i>	Low Density Polyethylene
<i>MGD</i>	Million Gallons per Day
<i>MRF</i>	Material Recovery Facility
<i>MSW</i>	Municipal Solid Waste
<i>MTCE</i>	Metric Tons of Carbon Equivalent
<i>MTCO2E</i>	Metric tons of Carbon Dioxide Equivalent
<i>OCC</i>	Old Corrugated Containers
<i>ONP</i>	Old Newspaper
<i>O&M</i>	Operation and Maintenance

MATERIALS DEFINITIONS & ABBREVIATIONS

<i>Abbreviation</i>	<i>Explanation</i>
<i>PADEP</i>	Pennsylvania Department of Environmental Protection
<i>PBR</i>	Permit by Rule
<i>PEC</i>	Pennsylvania Environmental Council
<i>PET</i>	Polyethylene Terephthalate
<i>PP</i>	Polypropylene
<i>PS</i>	Polystyrene
<i>RFP</i>	Request for Proposal
<i>RMW</i>	Regulated Medical Waste
<i>SWAC</i>	Solid Waste Advisory Committee
<i>MWMP</i>	Municipal Waste Management Plan
<i>TPY</i>	Tons per Year
<i>WARM</i>	Waste Reduction Model (EPA)
<i>WM</i>	Waste Management
<i>WTE</i>	Waste-to-Energy
<i>WWTP</i>	Wastewater Treatment Plant

MATERIAL DEFINITIONS & ABBREVIATIONS

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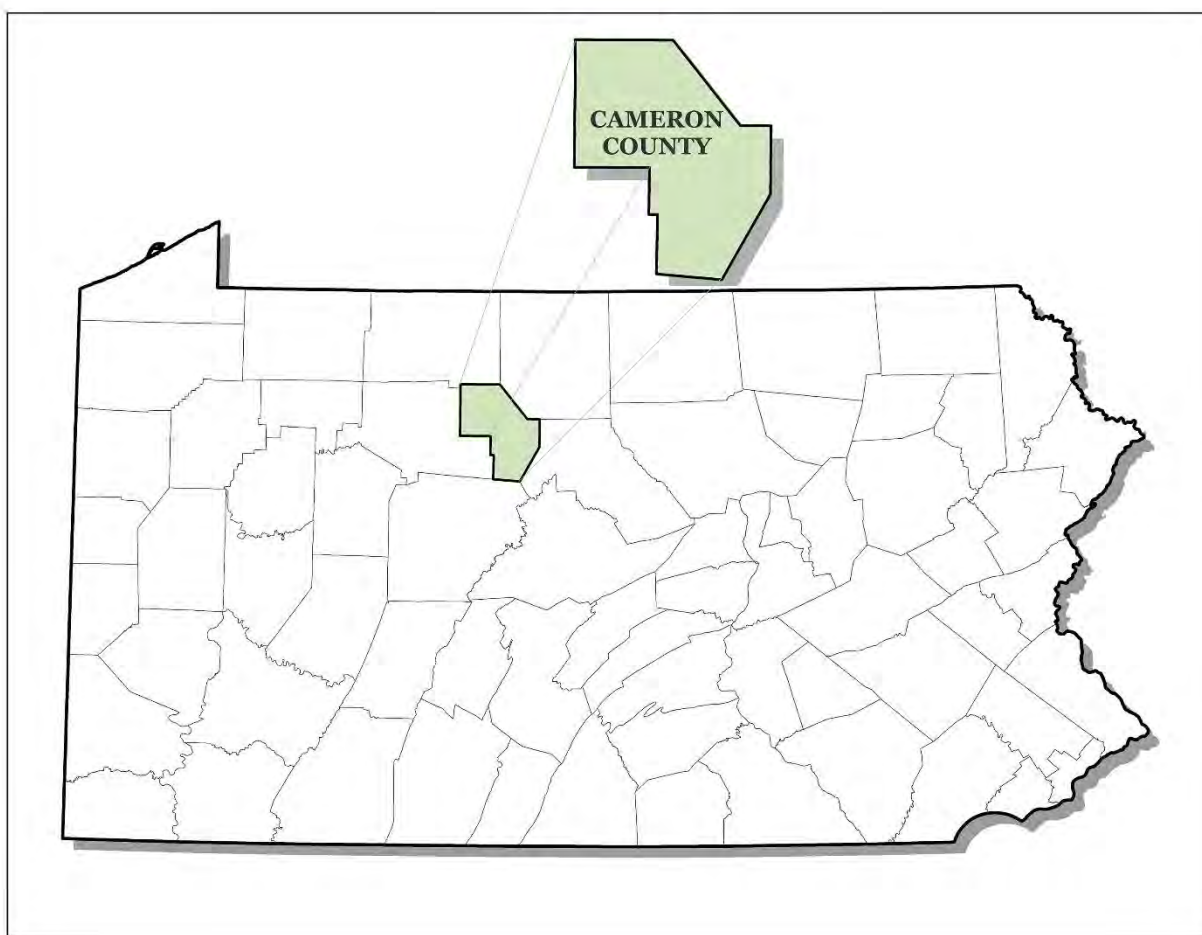
CHAPTER 1 – INTRODUCTION

1.1 BACKGROUND

Cameron County is located in north-central Pennsylvania and is bounded on the north by McKean County, on the east by Potter and Clinton Counties, to the south by Clearfield County, and on the west by Elk County (**Figure 1-1**). The County has seven municipalities, two boroughs, and five townships. The County is very rural with the primary residential and business activity centers located in Emporium Borough and Shippen Township. Significant portions of the County are federal and state-owned lands and over 50 percent of Cameron County is State Forest Land. Primary economic activities include forestry, powder metal industry, and local, state, and federal government services. The County embraces a vision to preserve environmental and historic resources that are vital to the County's economy and encourage tourism and recreation.

The rural characteristics of the County directly and indirectly influence adverse environmental impacts relating to the proper management of municipal waste. Limited access to cost effective waste and recycling services by residents and businesses can contribute to the improper management of municipal waste including littering and dumping. Tourists, recreational visitors, and other transient populations also pose unique, seasonal waste generation and waste management challenges. The County, through its operation of the public-drop off site in coordination with Emporium Borough, offers recycling services to County residents. These beneficial public recycling services supplement private sector disposal and recycling services and are valued alternatives to improper disposal. Through the development of this Plan, the County Commissioners, municipal representatives, and Solid Waste Advisory Committee (SWAC) contributed to the development of this Municipal Waste Management Plan (Plan) including goals and strategies identified herein. This Plan covers the 10-year planning period from 2021 through 2030 which corresponds to the 10-year Disposal Capacity Agreements effective January 01, 2021.

Figure 1-1 Cameron County Location Map



1.2 PLAN PURPOSE

Proper municipal waste management is a public good and public service in consideration of the local environmental and economic harms that result from improper disposal. This Plan is a guidance document establishing Cameron County's waste management goals and objectives, including strategies and programs to implement responsible municipal waste management and recovery of recyclable materials. This Plan is a basis for addressing County municipal waste challenges and encouraging responsible waste management practices by waste generators, waste handlers, the County and its municipalities. Individual municipalities retain the right to implement individual or multi-municipal waste and recycling programs. Aligning municipal waste management goals, initiatives, services, and education throughout the County is a proven approach that can enhance the performance of the County waste system. This Plan encourages efficient materials management with the aim to minimize adverse impacts while preserving the County's natural resources and landscapes.

1.3 PLAN REQUIREMENTS

Cameron County is required by Pennsylvania state law to develop a Municipal Waste Management Plan (Plan) and to update its Plan every 10 years. This Plan document updates the 2009 Cameron County Plan and covers the 2021 – 2030 planning period. The Plan is a guidance document that establishes Cameron County's goals and objectives for municipal waste management, including strategies and programs to implement responsible management of municipal solid waste (MSW) including the recovery of recyclable materials. This Plan update

has been developed with support of the Cameron County Board of Commissioners. This Plan is required to be submitted to the Pennsylvania Department of Environmental Protection (PADEP) for review and approval.

Municipal waste management entails collection, transportation, disposal and processing, as regulated under the Solid Waste Management Act, Act 97 of 1980 (Act 97). Cameron County is required by Act 97 and the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101 of July 28, 1988, as amended, and Chapter 272 of the PA. Code 25, to implement its County Plan. This Plan adheres to the “Guidelines for the Development and Implementation of County Municipal Waste Management Plan Revisions”, Document Number 254-2212-504 (2009). The primary purpose of the Plan per regulations is to:

- (1) Ensure the county has sufficient processing and disposal capacity for its municipal waste for 10 years.
- (2) Ensure a full, fair and open discussion of alternative methods of municipal waste processing or disposal.
- (3) Ensure maximum feasible waste reduction and recycling of municipal waste or source-separated recyclable material.
- (4) Shift the primary responsibility for developing and implementing municipal waste management plans from municipalities to counties.
- (5) Conserve resources and protect public health, safety and welfare from the short and long-term dangers of transportation, processing, treatment, storage and disposal of municipal solid waste.

Non-substantial Plan Revision: This 10-year Plan update (2021 – 2030) was designated as a non-substantial Plan revision by PADEP. Important elements of the Plan revision include:

- Waste and recycling program descriptions,
- Waste generation data including waste diversion to recycling,
- 10-year waste projections and estimated disposal capacity requirements,
- Executed disposal capacity agreements that secure adequate disposal capacity for the projected county-generated MSW estimated for the 10-year planning period, and
- Public participation including the formation of a Solid Waste Advisory Committee (SWAC) and meetings to provide feedback on solid waste issues.

1.4 INTEGRATED MUNICIPAL WASTE MANAGEMENT

Pursuant to Pennsylvania requirements and as described in this Plan, the County is obligated to implement its Plan in support of an effective County waste system. The Commonwealth Court supports integrated waste management systems where counties implement programs to avoid the costs of waste disposal. The County’s waste system operates at a regional scale and relies on in-county and out-of-county collectors and processors. Municipal waste is managed primarily through collection, transportation, landfill disposal, and recyclables processing. Some organics are diverted to compost facilities or grinding operations. Essential municipal waste operations are described below:

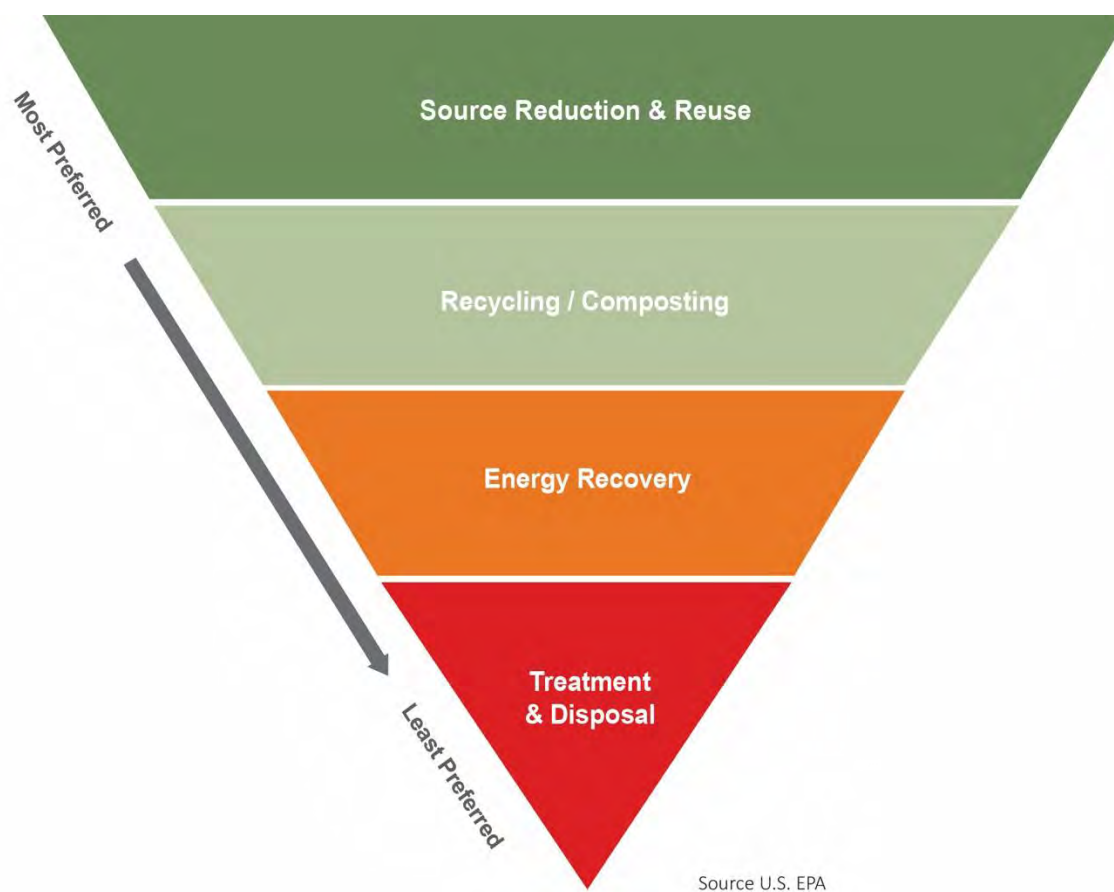
- **Collection.** The collection of municipal waste is performed by the private and public sector. The County, municipalities and private sector waste collectors determine collection methods and containers used at the collection point. County and municipal ordinances, along with Act 101 of 1988 and other solid waste regulations and market conditions influence municipal waste collection and service levels.

CHAPTER 1 – INTRODUCTION

- **Transportation.** The transportation of municipal and residual waste generated in Pennsylvania to processing or disposal facilities is regulated by PADEP and the Pennsylvania Department of Transportation (PennDOT) under the Waste Transportation Safety Act (Act 90). Waste haulers, including companies who transport construction and demolition (C&D) wastes, roofing material, landscape wastes, and companies transporting significant quantities of materials from manufacturing operations are subject to regulation.
- **Processing/Disposal.** Public and private operators of municipal waste transfer, processing and disposal facilities in Pennsylvania must have permits from PADEP to build, operate, expand, and close facilities. Landfills, waste-to-energy facilities, compost facilities and recyclables processors require permits. Pennsylvania counties and local municipalities are required to direct waste to permitted disposal or processing facilities.

The U.S. EPA, PADEP, and Commonwealth Court support an integrated approach where waste reduction and avoided costs are prioritized. This approach is illustrated in **Figure 1-2** below, which shows the U.S. EPA Waste Management Hierarchy.

Figure 1-2 U.S. EPA Waste Management Hierarchy



The County manages municipal waste and recyclables following the hierarchy of management and best practices presented below to the extent feasible:

- **Source Reduction** – Avoiding waste through waste elimination and/or reuse practices.

- **Recycling/Composting** – Recovering materials and then processing or converting materials, eventually to new or different products.
- **Avoided Cost** – Source reduction, recycling, and composting can avoid costs and impacts associated with solid waste collection, transportation, and disposal at landfills. In addition to avoided landfill disposal fees, diverting recoverable commodities including appliances, tires, and electronics that are commonly dumped reduces the high costs of clean up after they have been improperly discarded.

The County's role within an integrated waste management system aligns with PADEP guidelines and Commonwealth Court decisions supporting county involvement in solid waste management as part of protecting public health, safety, and welfare and responsibly managing solid waste system costs.

1.5 PLANNING GOALS

The goals for this Plan over the 10-year planning period are to:

1. Advance socially, economically, and environmentally responsible materials management,
2. Protect Cameron County's rural areas and natural beauty,
3. Protect Cameron County's natural lands and features, and
4. Promote the health, safety, and welfare of County citizens and businesses.

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CHAPTER 2 – DESCRIPTION OF WASTE

2.1 INTRODUCTION

In Pennsylvania, waste originating from residential, municipal and institutional establishments, construction and demolition (C/D) activities, medical waste from health care facilities, ash residue, asbestos, and sewage sludge are categorized as “municipal waste” under the broader category of solid waste. This Chapter describes Cameron County’s historic and current municipal waste generation quantities. Recycled materials diverted from the disposed waste stream are included in the total municipal waste generation figures. Residual waste quantities are documented for the purpose of assuring there is sufficient disposal capacity available for municipal waste generated in Cameron County. The waste categories are depicted in **Figure 2-1**.

2.2 DEMOGRAPHICS

Demographics influence Cameron County’s waste generation, waste composition, behaviors, and overall performance and requirements of the County waste system. Municipal waste (and recyclables) generation correlates to population density, commercial density, and waste generation activities – concentrations of people, businesses, and certain types of industrial activities increase total MSW generation. Cameron County’s very sparse residential and commercial establishments along with seasonal variations in waste generation by visitors (hunters and tourists) create unique challenges relating to waste collection and management. **Table 2-1** presents the projected population of each municipality for 2010, 2020, and 2030. From 2020 through 2030, the projected decrease in population is not expected to significantly change waste generation or management.

Figure 2-2 summarizes Cameron County demographic information including the number of residential, commercial, and industrial establishments, population trend, and supplemental demographic information. Generally, no significant residential or commercial growth or activity has significantly impacted waste generation or characteristics for Cameron County in recent years.

Table 2-1 Population Estimates by Municipality

Municipality	2010 Population Distribution ^[1]	2010 Population ^[1]	2020 Population ^[2]	2030 Population ^[2]
Driftwood Borough	1.3%	67	61	54
Emporium Borough	40.8%	2,073	1,875	1,671
Gibson Township	3.2%	164	148	132
Grove Township	3.6%	183	166	148
Lumber Township	3.8%	195	176	157
Portage Township	3.4%	171	155	138
Shippen Township	43.9%	2,232	2,019	1,799
County Totals ^[3]	100.0%	5,085	4,600	4,099

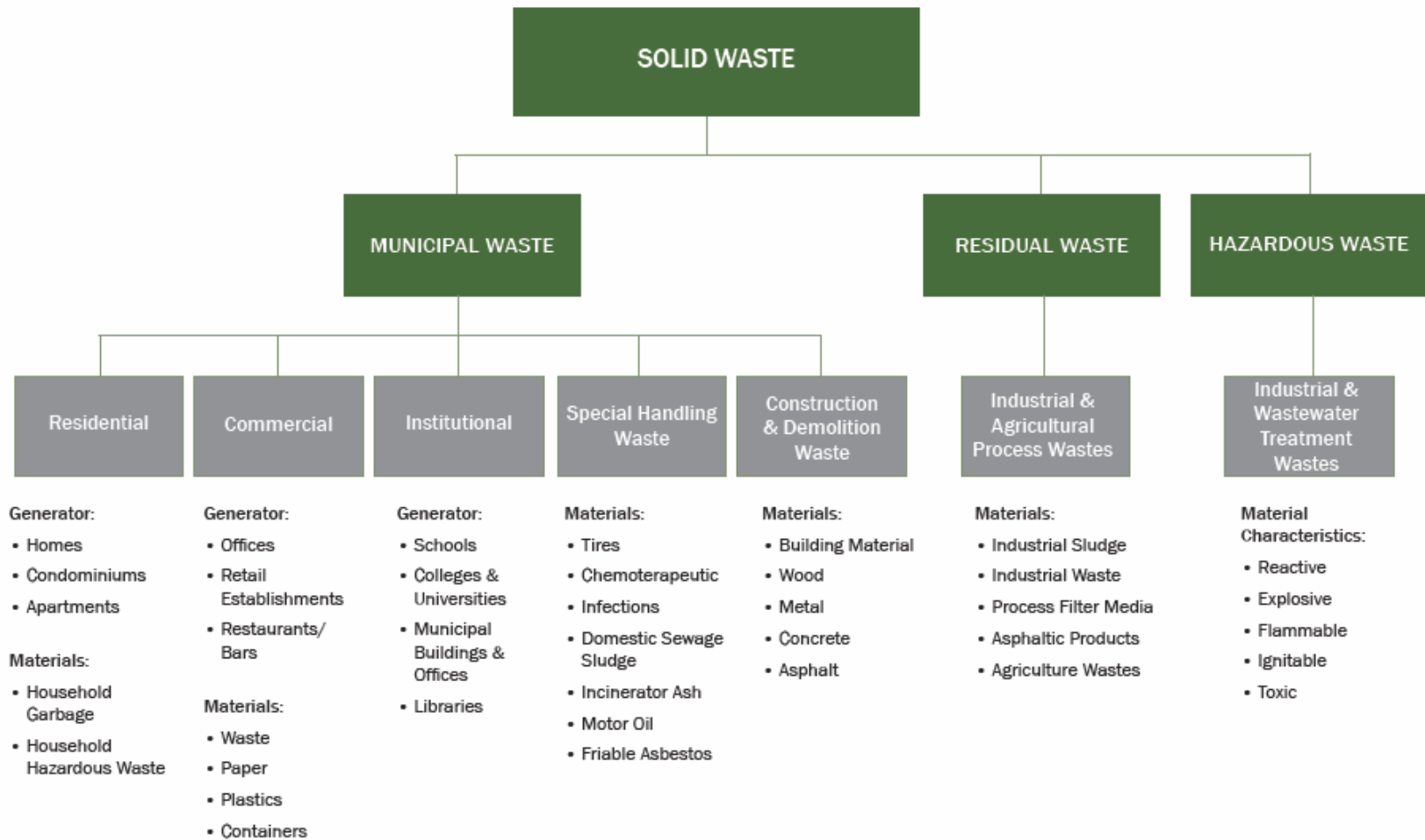
[1] Source: U.S. Census Bureau (2010). *Demographic Profile*.

[2] 2020 and 2030 population estimates derived by applying the 2010 population distribution to 2020 and 2030 total population estimates.

[3] Source: Esri (2019). *Market Profile*. 2020 population derived using interpolation of 2019 and 2024 population estimates. 2030 population derived using extrapolation of 2019-2024 percent change.

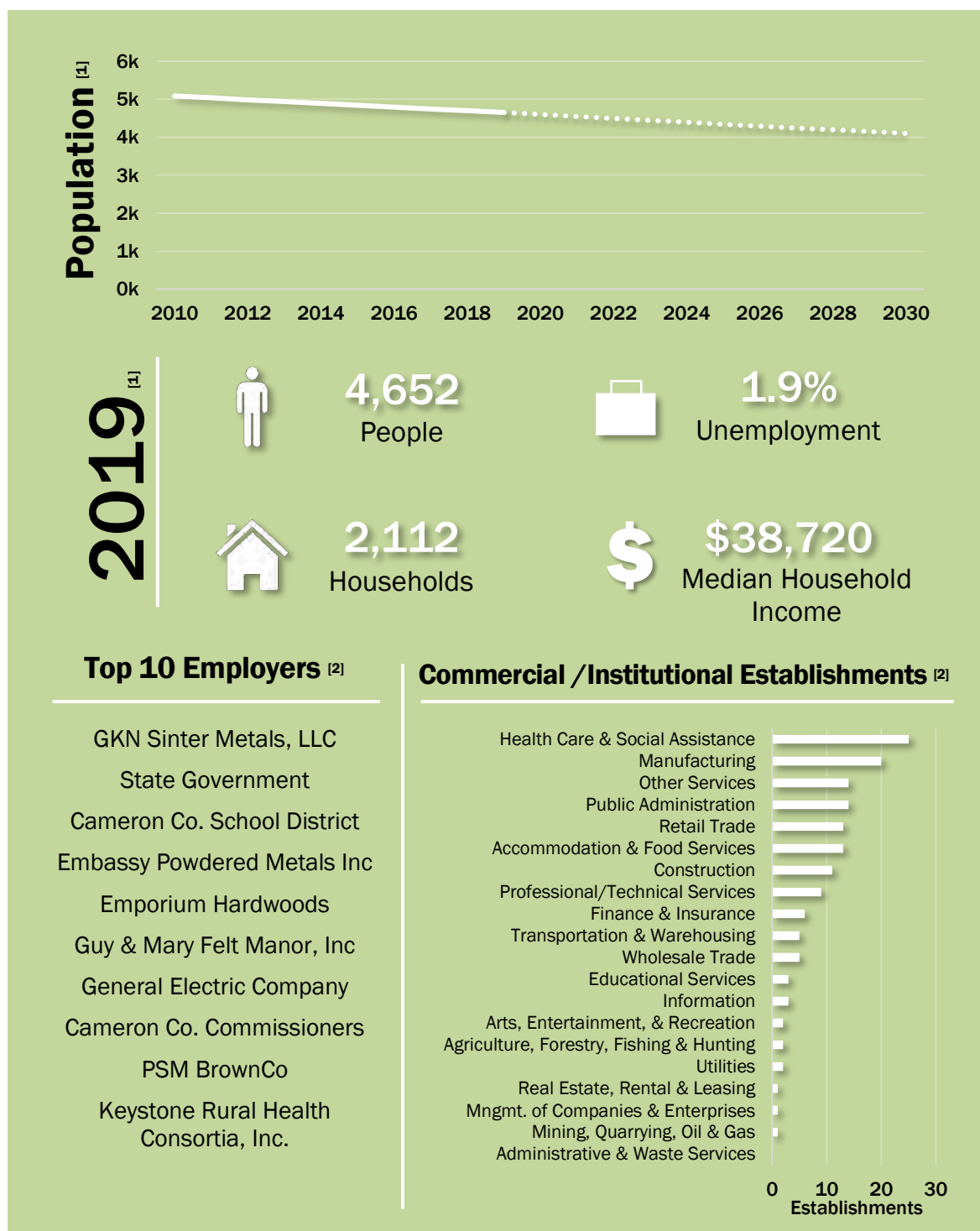
CHAPTER 2 – DESCRIPTION OF WASTE

Figure 2-1 Waste Categories



CHAPTER 2 – DESCRIPTION OF WASTE

Figure 2-2 Cameron County Demographic Profile



[1] Source: Esri (2019). *Market Profile*. Interpolation used for population between years 2010, 2019, and 2024. Average annual percent change for years 2019-2024 used to extrapolate projections through to 2030.

[2] Source: Pennsylvania Department of Labor and Industry (2019). *Cameron County Profile*.

CHAPTER 2 – DESCRIPTION OF WASTE

2.3 MUNICIPAL SOLID WASTE (MSW)

“Municipal solid waste (MSW)” is a term commonly used in reference to routinely generated non-hazardous garbage and includes source separated recyclables originating from households, businesses, institutions, and industries. The average annual quantities of municipal solid waste (including recyclables) generated by Cameron County from 2014 to 2018 represent the basis for projecting the annual tons of municipal waste requiring management and “disposal capacity” over the 10-year planning period (2021–2030).

After generation, MSW is either disposed or separated for diversion to recycling. **Table 2-2** displays the total MSW generated by Cameron County and the per capita MSW generation rates calculated using PADEP Waste Destination reports and the reported recycled quantities. Based on the 5-year average (2014–2018), Cameron County generates **2,950 tons of MSW**, with **2,719 tons landfilled** and **231 tons diverted to recycling**. Cameron County’s MSW generation rate is below the national average, which is common in rural areas.

Table 2-2 Cameron County MSW Generation per Capita (2014–2018)

	2014	2015	2016	2017	2018	Average	U.S. Average
Landfilled MSW (tons) ^[1]	2,679	2,773	2,716	2,743	2,684	2,719	N/A
Recycled MSW (tons) ^[2]	233	229	259	210	224	231	N/A
Total MSW Generation (tons)	2,912	3,001	2,975	2,953	2,908	2,950	N/A
Population ^[3]	4,888	4,840	4,792	4,745	4,698	4,793	N/A
Per-capita MSW Generation (tpy)	0.60	0.62	0.62	0.62	0.62	0.62	0.82 ^[4]

N/A is not applicable.

[1] Source: PADEP (2014-2018). *Waste Destination Reports*.

[2] Source: Cameron County.

[3] Source: Esri (2019). *Market Profile*. Interpolation used for population between years 2010, 2019, and 2024.

Average annual percent change for years 2019-2024 used to extrapolate projections through to 2030.

[4] Source: U.S. EPA (2018). *Advancing Sustainable Materials Management*.

2.4 MUNICIPAL WASTE QUANTITIES

In addition to MSW, C/D waste and special handling wastes (sewage sludge, asbestos, medical wastes, and ash residue) are also included in the broader category of “municipal waste.” This section presents historical municipal waste quantities derived from PADEP Waste Destination Reports. Licensed waste haulers are required to report the origin and type of waste upon arrival and weigh-in at permitted Pennsylvania municipal waste disposal or processing facilities. PADEP Waste Destination Reports compile reported disposal quantities (in tons) for each permitted facility. **Table 2-3** and **Figure 2-3** display the reported quantities of municipal waste disposed for Cameron County, as well as the reported quantities of source-separated recyclable materials.

CHAPTER 2 – DESCRIPTION OF WASTE

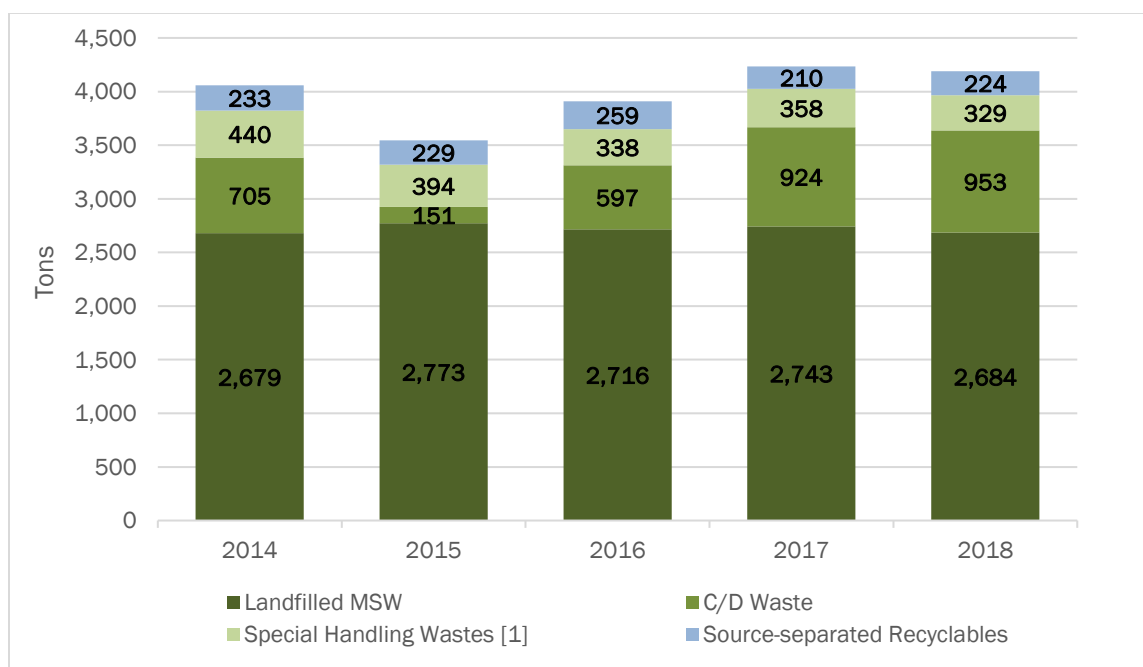
Table 2-3 Reported Waste and Recyclables Tonnages (2014–2018)

	2014	2015	2016	2017	2018	Average
Landfilled MSW ^[1]	2,679	2,773	2,716	2,743	2,684	2,719
C/D Waste ^[1]	705	151	597	924	953	666
Special Handling Wastes:	440	394	338	358	329	372
Sewage Sludge ^[1]	424	393	337	348	320	365
Processed Medical ^[1]	0	0	0	0	0	0
WTE Ash Residue ^[1]	0	0	0	0	0	0
Asbestos ^[1]	16	1	1	10	9	7
Total Municipal Waste Disposed	3,824	3,318	3,650	4,025	3,966	3,757
Residual Waste Disposed ^[1]	17,078	33,112	3,521	1,346	11,079	13,227
Total Municipal & Residual Waste Disposed	20,902	36,430	7,171	5,370	15,045	16,984
Source-separated Recyclables ^[2]	233	229	259	210	224	231

[1] Source: PADEP (2014-2018). *Waste Destination Reports*. Data shown is tons.

[2] Source: Cameron County.

Figure 2-3 Historical Cameron County Municipal Waste & Recyclables Generation (2014–2018)



[1] Special Handling Waste includes sewage sludge, asbestos, processed medical waste, and ash residue. Only sewage sludge and asbestos have reported quantities.

2.5 CONSTRUCTION/DEMOLITION (C/D) WASTE

C/D waste includes solid waste resulting from the construction or demolition of buildings and other structures. C/D waste generation and disposed quantities often fluctuate significantly year to year

CHAPTER 2 – DESCRIPTION OF WASTE

based on construction and demolition activity. Based on reported C/D waste quantities for 2014 through 2018, Cameron County disposes an **average of 666 tons of C/D waste per year** or about 17 percent of Cameron County’s total municipal waste. Advanced Disposal’s Greentree Landfill and Casella Waste Management’s McKeen County Landfill are the primary destinations for C/D waste.

2.6 SEWAGE SLUDGE

Sewage sludge is the solid, semi-solid, or liquid material remaining after processing wastewater in a treatment plant. Septage is the liquid collected from septic tanks on on-lot wastewater treatment systems. Sewage sludge and septage are subject to municipal waste planning requirements. Sewage sludge (including septage) is classified as a special handling waste. Dewatered sludges or “cake” are disposed in landfills. Since Cameron County is predominantly rural, on-lot septic systems are the standard wastewater collection method in areas without sewer conveyance infrastructure to wastewater treatment plants.

The Mid-Cameron Authority wastewater treatment plant (WWTP) services Emporium Borough and part of Shippen Township and is the only publicly-owned WWTP in Cameron County. As of 2020, the Mid-Cameron Authority services 1,319 residential establishments, 135 commercial establishments, and 15 industrial establishments. **Table 2-3** shows the operating capacity of the Mid-Cameron Authority WWTP. Based on a 3-year average (2017-2019), the Mid-Cameron Authority disposes 56 tons per year of dewatered sewage sludge. Dewatered sewage sludge is disposed at the Greentree landfill in Kersey, Pa. Based on PADEP waste destination reports, Cameron County disposed an average of 365 tons per year of dewatered sewage sludge between 2014 and 2018. Annual reported quantities of sewage sludge are relatively consistent and not anticipated to change significantly over the 10-year planning period since no significant changes to population or commercial/industrial activity is anticipated. The regional landfills have sufficient permitted capacity to process County-generated dewatered sewage sludge over the 10-year planning period.

Table 2-4 Mid-Cameron Authority WWTP Summary

WWTP Facility	Designed Max Instantaneous Flow (MGD)	Average Daily Flow (MDG)	Average Annual Sewage Sludge Disposed (tons)
Mid-Cameron Authority	3.7	1.014	56

Source: Mid-Cameron Authority (2020). Chapter 94 Wasteload Management Report (2018).

2.7 ASBESTOS

Asbestos is a heat-resistant fibrous silicate mineral defined as special handling municipal waste. Annual quantities of disposed asbestos from Cameron County vary from year to year. An average of **seven (7) tons** of asbestos is disposed of annually.

2.8 PROCESSED MEDICAL WASTE

Processed medical waste is defined as special handling waste and includes regulated medical and chemotherapeutic wastes. Hospitals are the primary generators of medical wastes. Nursing homes, clinics, dental, and medical offices generate small quantities. PADEP licenses and maintains records of active medical waste transporters operating in Pennsylvania. Medical facilities individually arrange for handling, transportation, treatment, and disposal and are regulated by state and federal laws. Cameron County Health Care Center in Emporium Borough is the primary medical facility.

CHAPTER 2 – DESCRIPTION OF WASTE

No processed medical waste from Cameron County has been reported at permitted Pennsylvania municipal waste disposal facilities in the past five (5) years.

2.9 ASH RESIDUE

Ash residue, including ash resulting from the incineration of regulated medical wastes and asbestos, is defined as special handling waste. No ash residue has been reported for Cameron County over the past five (5) years.

2.10 RESIDUAL WASTE

Residual waste (solid, liquid or gas) is generated as a by-product of an industrial process and can include contaminated soil, ceramics, gypsum board, linoleum, leather, rubber, textiles, glass, industrial equipment, electronics, pumps, piping, storage tanks, filters, fertilizers, pesticides, pharmaceutical waste, detergents and cleaners, photographic film, and similar materials. Cameron County is not regulated to manage residual wastes under this Plan. Based on a 5-year average (2014–2018) Cameron County disposes **13,277 tons of residual waste annually**. Disposed quantities of residual waste originating from Cameron County far exceeds disposed quantities of municipal waste and likely correlates to residual waste generation from mining and the Marcellus Shale gas industry. As shown in **Table 2-4**, the primary disposal facilities for residual waste originating from Cameron County are Casella's McKean Landfill in Kane, PA and Advanced Disposal's Greentree Landfill, LLC. in Kersey, PA. Regional landfills have sufficient disposal capacity for residual waste for the 10-year planning period.

Table 2-4 Cameron County Residual Waste Tons Disposed by Receiving Facility (2014–2018)

Facility	2014	2015	2016	2017	2018	5-year Average
McKean County Landfill	6,678	30,288	2,467	242	9,917	9,918
Greentree Landfill, LLC	10,400	2,823	1,054	1,104	1,161	3,308
Wayne Township Landfill	0	1	0	0	1	0
Total	19,092	35,127	5,537	3,363	13,097	13,227

CHAPTER 2 – DESCRIPTION OF WASTE

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CHAPTER 3 – DESCRIPTION OF FACILITIES

This Chapter identifies the facilities currently responsible for processing and disposal, processing, and transfer of municipal solid waste (MSW) generated in Cameron County. There are no MSW landfills or incinerators located within Cameron County. Cameron County does not direct municipal waste to any processing facilities. The distribution of county-generated municipal waste to processors is market driven. Due to its proximity to Cameron County, Advanced Disposal's Greentree Landfill serves as the primary disposal facility for county-generated municipal waste. Residual waste is typically brought to either the Greentree Landfill, or to Casella Waste Systems' McKean County Landfill. The Mostoller Landfill, Wayne Township Landfill, and Susquehanna Resource Management Complex (waste-to-energy) also occasionally receive municipal wastes originating from Cameron County, however, the annual quantities received are typically less than 10 tons.

Recyclables that are source-separated from municipal waste are primarily managed through the County owned drop off facility. Recyclable materials are bulked and then transferred to processing facilities and markets located outside of the County. **Table 3-1** lists the disposal facilities processing County-generated municipal waste and the primary recycling facility for source-separated recyclables.

Table 3-1 Municipal Solid Waste Disposal and Recycling Facilities

Greentree Landfill, LLC	McKean County Landfill
635 Toby Rd Kersey, PA 15846 Elk County Owner: Advanced Disposal	19 Ness Ln Kane, PA 16735 McKean County Owner: Casella Waste Systems
Wayne Township Landfill	Mostoller Landfill, Inc.
15 Landfill Ln McElhattan, PA 17748 Clinton County Owner: Clinton County Solid Waste Authority	7095 Glades Pike Road Somerset, PA 15501 Somerset County Owner: Advanced Disposal
Susquehanna Resource Management Complex	Elk County Community Recycling Center
1670 South 19th Street Harrisburg, PA 17104 Dauphin County Owner: LCSWMA	850 Washington Street St. Mary's, PA 15857 Elk County Owner: Elk County

CHAPTER 3 – DESCRIPTION OF FACILITIES

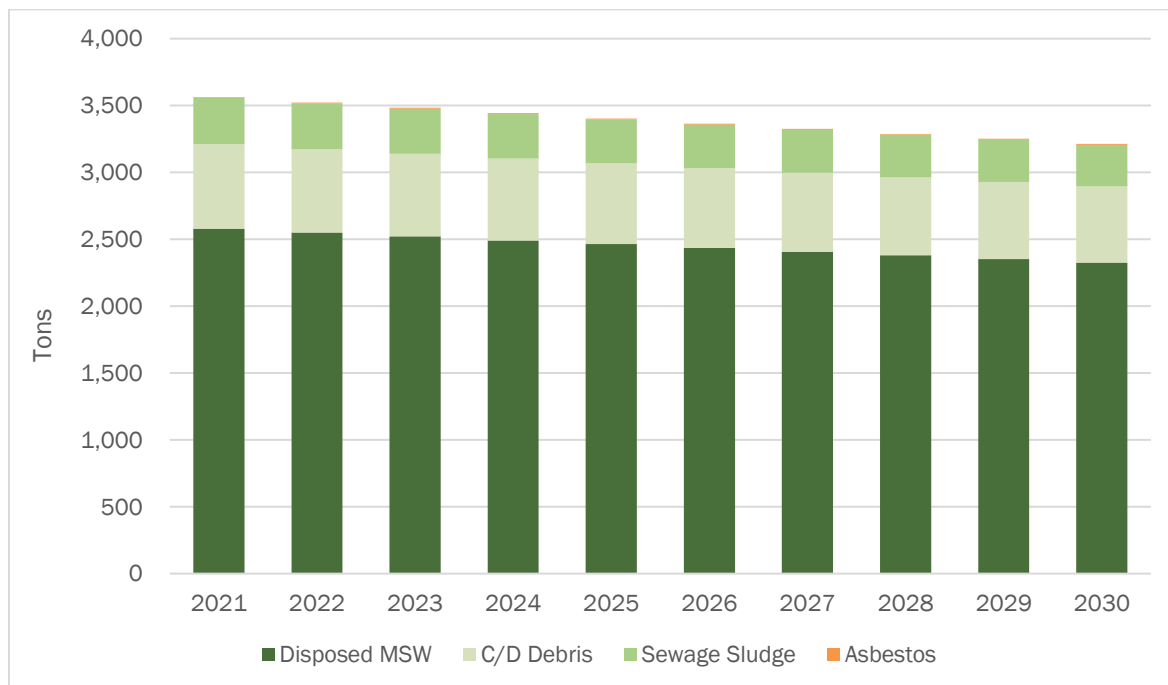
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CHAPTER 4 – ESTIMATED FUTURE DISPOSAL CAPACITY

Confirming the County waste system provides disposal capacity for all County-generated municipal waste is a required component of this Plan. This Chapter presents the estimated quantity of County-generated municipal waste requiring disposal for the planning period (2021–2030) with consideration of the quantity of source separated recyclables diverted from disposal. The municipal waste projections are based on quantities (tons) from PADEP Waste Destination Reports and County and Act 101 Annual Recycling Reports and are calculated by scaling the average 2014–2018 waste quantities to correlate with the changes in population. This method assumes there will be no changes in per-capita generation rates over the course of the planning period. Based on the 2014–2018 average, Cameron County’s municipal solid waste (MSW) generation rate is 3.37 pounds per person per day, or 0.62 tons per person per year.

Table 4 1 shows the population projections, projected recycling quantities based on recent recycling rates, and the quantities of municipal and residual waste requiring disposal for the 10-year planning period. Estimated recycled MSW quantities are subtracted from each year’s total MSW generation to calculate the MSW requiring disposal. Due to a forecasted decline in population, municipal waste generation is expected to gradually decline over the planning period, as is illustrated in **Figure 4-1**. Over the 10-year planning period, a total of 33,860 tons of municipal waste is projected to be disposed.

Figure 4-1 Cameron County Projected Municipal Waste Requiring Disposal (2021–2030)



CHAPTER 4 – ESTIMATED FUTURE DISPOSAL CAPACITY

Table 4-1 Cameron County Projected Waste Generation (2021–2030)

		Municipal Waste (tons)									Total County Waste Requiring Disposal
		Municipal Solid Waste					Special Handling Waste				
Year	County Population [1]	MSW Generation per Capita[2]	MSW Generated [3]	Recycled MSW [4]	Disposed MSW [5]	C/D [6]	Sewage Sludge[6]	Asbestos [6]	Municipal Waste Requiring Disposal	Residual Waste [7]	
2021	4,546	0.616	2,799	219	2,579	632	346	7	3,564	13,227	16,791
2022	4,494	0.616	2,767	217	2,550	624	342	7	3,523	13,227	16,750
2023	4,443	0.616	2,735	214	2,521	617	338	7	3,483	13,227	16,710
2024	4,392	0.616	2,704	212	2,492	610	334	7	3,443	13,227	16,670
2025	4,342	0.616	2,673	209	2,463	603	330	7	3,404	13,227	16,631
2026	4,292	0.616	2,642	207	2,435	596	326	7	3,365	13,227	16,592
2027	4,243	0.616	2,612	205	2,407	590	323	6	3,326	13,227	16,553
2028	4,195	0.616	2,582	202	2,380	583	319	6	3,288	13,227	16,515
2029	4,147	0.616	2,553	200	2,353	576	315	6	3,251	13,227	16,478
2030	4,099	0.616	2,523	198	2,326	570	312	6	3,213	13,227	16,440
10-year Total			26,684	2,176	24,508	6,001	3,286	66	33,860	132,270	166,130

[1] Source: Esri (2019). Market Profile. Interpolated between 2019 and 2024 data points. Extrapolated for 2025-2030 using annual percent change observed between 2019 and 2024.

[2] Average 2014-2018 MSW generation per capita.

[3] Projected MSW generation rate per capita multiplied by population.

[4] Average 2014-2018 recycling rate applied to projected total MSW.

[5] Projected MSW generation minus projected recycled MSW.

[6] Average 2014-2018 generation per capita applied to projected population.

[7] Residual waste generation does not correlate to population change. The average 2014-2018 quantity is held constant through the planning period.

CHAPTER 4 – ESTIMATED FUTURE DISPOSAL CAPACITY

Observations about the projected disposal capacity for Cameron County include:

- **Disposal Capacity Assurance:** The three (3) regional landfills under contract with Cameron County have sufficient permitted disposal capacity for 100 percent of Cameron County-generated municipal waste annually and for the 10-year planning period.
- **Variation of Actual Availability Disposal Capacity:** Unforeseen conditions including solid waste market fluctuations, national and regional economic trends and incidents, natural and man-made disasters, pandemics and State legislation may impact actual waste generation rates. However, even when considering variation in disposal capacity, more than adequate capacity is expected to be available for County-generated municipal waste over the 10-year planning period.
- **County Generation Trends:** The reported County annual municipal waste generation rate is below than the national average but aligns with waste generation rates originating from rural areas with sparse population and commercial density. With no noticeable change to population projected, the annual MSW generation is not expected to change measurably over the 10-year planning period.

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CHAPTER 5 – RECYCLING

5.1 RECYCLING REQUIREMENTS

Pennsylvania's Act 101 of 1988 (Act 101) establishes requirements and provisions pertaining to County and local municipal residential and commercial recycling responsibilities including provisions to protect the interests of private sector scrap and recycling operations in the Commonwealth. Act 101 directs local municipalities (e.g., boroughs, townships, and cities) to implement waste reduction and diversion programs. Municipalities with populations of 10,000 or more, and those with 5,000 or more and a population density of greater than 300 people per square mile, are required to implement curbside recycling programs, including the regular collection of at least three (3) recyclable materials, plus leaf waste at least once in the spring and once in the fall. There are no Act 101-mandated communities in Cameron County required to provide curbside recycling.

Act 101 requires Pennsylvania counties to ensure proper waste management policies and practices are developed and implemented and requires counties to report recycling quantities to PADEP annually. Cameron County is required to develop and implement a Municipal Waste Management Plan and update its Plan every 10 years. The Plan shall demonstrate the County advances feasible recycling programs in attempt to divert 35 percent of its municipal waste stream – the State-established diversion goal.

5.2 RECYCLING SYSTEM OVERVIEW

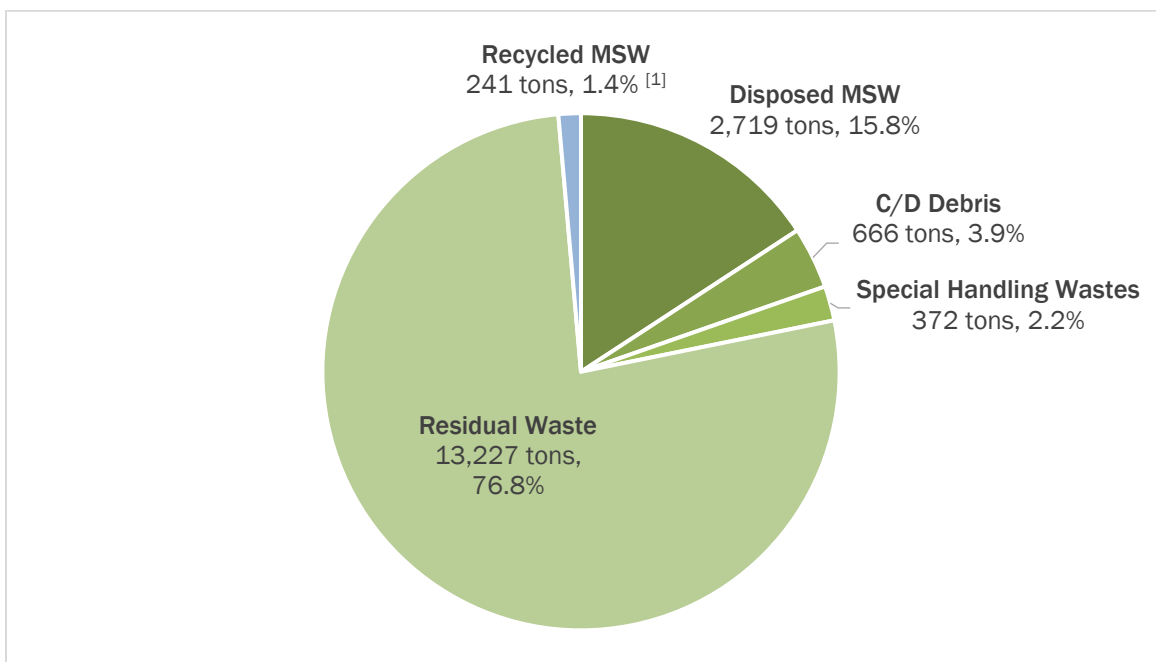
Cameron County's waste management system and recycling programs includes a combination of public and private sector waste generators, haulers, processors, service providers, and markets. Primary disposal facilities and recyclables processors are located out-of-County. Residential and small business waste collection services are primarily provided by the individual municipalities. Larger commercial/industrial establishments contract with private haulers for waste collection and sometimes recycling services. The County Drop-off Recycling Center located in Shippen Township has been in operation since 1992 and provides public access to recycling services at no cost.

Figure 5-1 reflects the distribution of disposed municipal solid wastes (MSW), residual waste, special handling waste, and recycled MSW based on five-year averages (2014–2018). The recycled MSW includes reported recyclable materials and organics diverted from disposal from residential, commercial, and institutional establishments. "Special handling wastes" are aggregated and include sewage sludge, processed medical waste, asbestos, and ash residue. Based on five-year historical averages (2014–2018), Cameron County:

- **Generates 3,998 total tons** of total municipal waste (including C/D waste) per year,
- **Disposes 3,757 tons** of municipal waste per year, and
- **Diverts 241 tons** of source-separated recyclables and organics per year.

CHAPTER 5 – RECYCLING

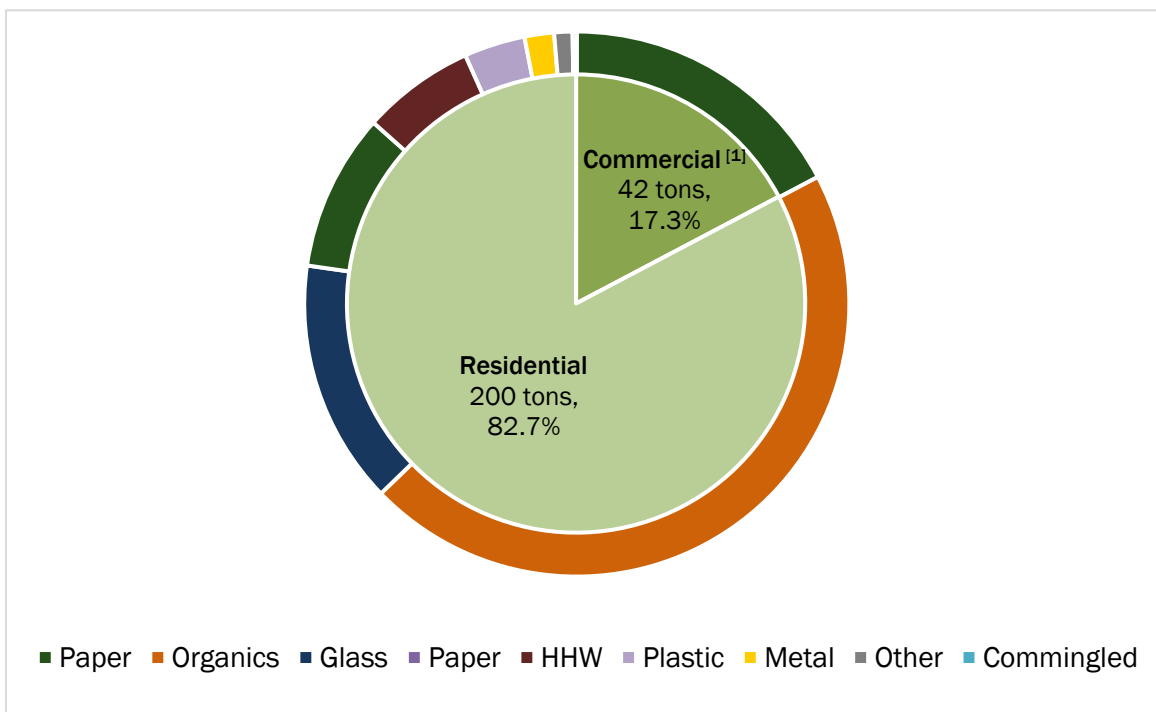
Figure 5-1 Historical Waste Disposed and Recycled (2014–2018 Average)



Source: PADEP Disposal Data, Act 101 and County recycling reports.

[1] While 1.3% of the County's waste stream is comprised of recycled MSW, this does not represent the County's recycling rate (8.2%). Refer to Section 5.10 on recycling rate.

Figure 5-2 Recycling Distribution by Generator and Material (5-year Average)



Source: PADEP Disposal Data, Act 101 and County recycling reports.

[1] 42 tons of source-separated cardboard recycled by Dollar General.

5.3 RECYCLING PROGRAMS

5.3.1 CURBSIDE RECYCLING AND REFUSE COLLECTION

Act 101 also requires municipalities with a population exceeding 5,000 and population density of at least 300 persons per square mile to implement a mandatory source separation and curbside collection program for recyclables, including leaf waste. As a function of low population density, there are no municipalities within Cameron County mandated by Act 101 to implement curbside recycling programs. However, all municipalities have residential curbside refuse collection of refuse provided by local Township and Borough collection crews and equipment. Gibson Township collects refuse for Driftwood Borough and Gibson Township. Shippen Township collects for Portage Township and Shippen Township. The remaining municipalities collect from their own municipalities. No municipalities provide curbside collection of commingled recyclables. Emporium Borough provides curbside leaf collection.

5.3.2 COUNTY DROP-OFF RECYCLING CENTER

In cooperation with Emporium Borough and Shippen Township, Cameron County operates a public drop-off recycling center located on Plank Road Hollow in Shippen Township. Shippen Township maintains the site through provision of snow removal, litter management and routine site maintenance. Emporium Borough employees service the recycling containers and deliver recyclables to the Elk County Community Recycling Center in St. Mary's Pennsylvania. The following recyclables are accepted from County residents:

- **Glass (brown, clear, and green)**
- **Aluminum Cans**
- **Steel/Tin Cans**
- **Plastic #1 & #2**
- **Cardboard**
- **Mixed Paper**

In addition to the County Drop-off Recycling Center, Shippen Township hosts a drop-off site for scrap metal and tire recycling. Based on a 5-year average (2014–2018) from Annual County Recycling Reports, 241 tons per year of recyclables are diverted from disposal to recycling.

5.3.3 SPECIAL ITEMS COLLECTION

“Special items” include materials that are routinely generated and usually require special storage, collection, processing, and transportation for recycling and/or disposal. Examples include bulk items (e.g., furniture), tires, household hazardous waste (HHW), electronics, appliances, scrap metal, and construction and demolition materials. Managing special items can be challenging and special items are often disposed illegally. **Table 5-1** summarizes the services and programs offered by Cameron County and its municipalities to manage special items. Special items are collected via County and municipal drop-off programs, municipal spring/fall cleanup events, and are also accepted by Elk County's Community Recycling Center. Additionally, Emporium Borough provides residential curbside collection of household construction debris for disposal. S&J Recycling, Inc. of New Columbia, PA collects tires from the majority of auto shops in Cameron county for a per-tire fee based on tire size. S&J markets recovered tire to a recycling market near Pittsburgh.

CHAPTER 5 – RECYCLING

Table 5-1 Residential Special Items Service Summary

	Freon Appliances	Non-Freon Appliances	C&D Debris	Scrap Metal	Bulky Items	HHW	Electronics	Tires
Cameron County						✓ [1]	✓ [2]	
Driftwood		✓	✓	✓	✓			
Emporium		✓	✓	✓	✓		[3]	
Gibson		✓	✓	✓	✓			
Grove		✓		✓	✓			
Lumber								
Portage					✓			
Shippen	✓	✓	✓	✓	✓			✓
Percent of County Population	43.9%	92.8%	89.2%	92.8%	96.2%	100.0%	100.0%	43.9%

Source: Municipal Survey (2020)

[1] Periodic HHW events (every 2-3 years).

[2] County residents and small business take electronics to the Elk County Community Recycling Center.

[3] Emporium Borough expressed interest in coordinating with the County Conservation District to collect electronics.

5.3.4 COMMERCIAL/INSTITUTIONAL RECYCLING

Commercial/institutional density in Cameron County is low, and consequently, collection and processing infrastructure and services for commercially generated recyclables is limited. The Dollar General source-separates cardboard resulting in the diversion of 42 tons per year based on a 5-year average (2014–2018).

5.3.5 YARD WASTE COLLECTION AND COMPOSTING

Emporium Borough offers voluntary curbside collection of leaves and yard waste in the fall. After collection, leaves are taken to the Borough’s compost site located at the Borough’s property on South Mountain Road. Windrowed leaves are turned periodically with a loader. Woodchips and mulch are available to all county residents on a first come, first serve basis at no charge. The Borough utilizes woodchips and compost for public works projects.

Based on 2014–2018 historical data from Annual County Recycling Reports, Emporium Borough diverts an average of 110 tons of leaves and woody wastes from disposal to be composted or ground into mulch products available to the public.

5.4 RECYCLING POTENTIAL

Many factors affect the types and quantities of material that can be feasibly “captured” and diverted to reuse or recycling. These factors range from the level of involvement by local and county government, to population and business density, and proximity or access to programs and processors. **Table 5-2** estimates the total of recyclables and non-recyclables in Cameron County’s MSW stream and clarifies the total tons of “potentially” recyclable material. Using EPA waste generation rates and the five-year average (2014–2018) for total MSW generation in Cameron County, an estimated 1,360 tons of potentially recyclable material is generated annually. The reported five-year annual recycling average (2014–2018) was 241 tons. There are about 1,200 additional tons of MSW available for recycling. Cameron County’s estimated “capture rate” (the quantity of material recycled divided by the total quantity potentially recyclable) is 18 percent.

Table 5-2 Recycling Potential in Cameron County MSW Stream (2014–2018 Average)

Material	% of MSW ^[1]	Tons in MSW ^[2]
Glass (Clear and Colored)	4.2%	130
Aluminum Cans	0.5%	20
Steel and Bimetallic Cans	0.6%	20
Newsprint	2.0%	60
Office Paper	1.5%	40
Corrugated Paper	12.2%	360
Plastic (PET, HDPE only)	0.8%	20
Yard Waste	13.1%	390
Tires	1.6%	50
Appliances	2.7%	80
Wood	6.7%	200
Recyclables Subtotals	45.9%	1,360
Non-recyclable Material	54.1%	1,600
MSW Totals	100.0%	2,960

5.5 RECYCLING PROGRAM BENEFITS

5.5.1 ENVIRONMENTAL BENEFITS

County efforts to recover recyclable materials conserves landfill space, saves natural resources through reduction in raw resource extraction, and reduces energy and petroleum resources consumed during material extraction and manufacturing. The steps required to supply recycled materials to industry (i.e., collection, processing, and transportation) usually uses less energy than supplying virgin materials (i.e., extraction, refining, processing, and transportation). The majority of the energy savings associated with the use of recycled content materials in manufacturing results from avoided processing; recycled materials have already been processed at least once.

The collective benefit is a net reduction in anthropogenic greenhouse gas emissions that degrade air quality and contribute to global warming. County material diversion programs that minimize illegal dumping protect waterways and preserve County lands. Integrated waste collection, recycling and resource conservation encourage community development and growth through tourism and outdoor recreation while providing direct and indirect benefits including environmental awareness and activism. Highlighted environmental benefits of recycling include:

- Resource conservation,
- Compliance with local, state, and federal regulations regarding recycling and waste management,
- Preservation of landfill capacity,
- Reduction of the demand for energy intensive fossil fuel extraction and associated harms, and
- Proper recovery for special items including electronics, HHW, tires, oil, and similar materials which reduces the harmful impacts resulting from improper disposal.

CHAPTER 5 – RECYCLING

Table 5-3 summarizes the environmental benefits of county, municipal, and commercial recycling activities based on the County’s five-year averages for disposed waste and recyclables data (2014–2018) in the U.S. EPA Waste Reduction Model (WARM).

Table 5-3 Cameron County Recycling Environmental Benefits (2014–2018 Average)

Benefit	Metric
Quantity Recycled	241 tons ^[1]
Net Reductions in Greenhouse Gas Emissions ^[2]	77 Metric Tons of Carbon Equivalent (MTCE) 281 Metric Tons of Carbon Dioxide Equivalent (MTCO ₂ e)
Net Energy Savings ^[2]	2.176 Million British Thermal Units (BTUs)

[1] Source: 2014-2018 historical data from Annual County Recycling Reports

[2] Source: U.S. EPA Waste Reduction Model (WARM)-Version 15. May 2019.

5.5.2 ECONOMIC BENEFITS AND AVOIDED COSTS

“Avoided disposal costs” are costs avoided when recycling or reuse replaces material disposal and subsequent costs for waste collection, transportation and gate rate tip fees at the disposal facility are eliminated. Beyond typical landfill disposal fees, avoided costs can include the costs relating to environmental impacts and cleanups from illegal dumping, water contamination, and degraded property values. Through the provision of residential and small business waste collection services, Cameron County Boroughs and Township collect revenues that support employment and are vital to offering services, not limited to waste collection, but also special items collection, recycling, leaf collection, and composting. The provision of collection services to nearly all households in Cameron County reduces illegal dumping, which minimizes costly clean ups.

Economic benefits of recycling stem from two primary sources: the market value of the recycled material and the reduction in waste requiring collection, transportation, processing and/or disposal. The reuse or recycled value of the material is reflected in its market price. For recycled materials, the cost that would be incurred for waste collection, transportation and the gate rate tip fees at the disposal facility are eliminated. Because the County has few nearby recyclables markets from which to gain positive revenue, a primary economic benefit of recycling is the avoided cost of disposal. Assuming Cameron County continues to recycle at its current rate, it will divert approximately 3,400 tons of recyclables over the 10-year planning period. Based on year 2020 disposal fees for Greentree Landfill (\$41.10 per ton), Cameron County will avoid **\$139,740 in disposal fees** over the 10-year planning period.

5.5.3 COMMUNITY BENEFITS OF PROPER WASTE COLLECTION, DISPOSAL, AND RECYCLING

The provision of residential waste collection services by its local municipalities and Cameron County’s recycling program plays an important role in the social environment of the County. Social benefits of the comprehensive waste and recycling programs implemented by the County and its municipalities include:

- Litter and dumping reduction attract visitors including tourist and new residents,
- Proper waste management preserves community health,
- Contributions to community health, and
- Reinforces community education about proper materials management, conservation and environmental stewardship.

5.6 MEASURES TO ACHIEVE 35 PERCENT DIVERSION

Per PADEP guidance, County recycling rates are calculated using the U.S. EPA’s formula (shown below) which finds the percentage of “standard” materials recycled. “Standard” materials include common household waste as well as other consumer items such as car batteries, anti-freeze, HHW, fluorescent tubes, consumer electronics, circuit boards, oil filters, and mattresses, all of which can be summarized as MSW. Notably, “nonstandard” materials, such as C/D debris, asphalt, furniture, and other industrial items, are not included in calculating the recycling rate. **Cameron County’s recycling rate is 8.2 percent**, based on the five-year average of reported disposal quantities (tons) and reported quantities of recyclables (tons) diverted from disposal.

$$\text{Recycling Rate (\%)} = \frac{\text{Recycled MSW}}{\text{Total MSW}} \times 100$$

The guiding objectives of the County's recycling strategy are to attain the maximum economically feasible recovery of material through recycling and composting, with support from local municipalities. Recycling priorities including continued affordable access to the County Drop-off Recycling Center and advancing feasible recovery programs for special items. The projected number of tons requiring diversion from disposal in order to achieve these goals during the planning period are detailed in **Table 5-4**. On average, the County will have to divert an additional 49 tons each year to achieve its 25 percent diversion goal, or an additional 79 tons each year to achieve the State’s 35 percent diversion goal.

Table 5-4 Tons Required to Meet Diversion Goals (2021–2030) ^[1]

Year	Projected MSW Generation ^[2]	Projected C/D Generation ^[3]	To Meet 25% Goal		To Meet 35% Goal	
			Recycling Rate ^[4]	Tons Requiring Diversion	Recycling Rate ^[4]	Tons Requiring Diversion
Baseline ^[2]	2,960	666	8.2%	281	8.2%	281
2021	2,809	632	9.8%	339	10.8%	373
2022	2,776	624	11.5%	392	13.5%	460
2023	2,745	617	13.2%	444	16.2%	545
2024	2,713	610	14.9%	495	18.9%	628
2025	2,682	603	16.6%	545	21.6%	709
2026	2,652	596	18.3%	593	24.3%	788
2027	2,621	590	19.9%	640	26.9%	865
2028	2,591	583	21.6%	687	29.6%	941
2029	2,562	576	23.3%	732	32.3%	1,014
2030	2,532	570	25.0%	775	35.0%	1,086

[1] Illustrates the tons requiring diversion each year in order to meet the County’s 25 percent diversion goal and the State’s 35 percent diversion goal by the end of the planning period.

[2] Baseline derived from 5-year averages (2014–2018).

[3] See Table 4-1 for methodology.

[4] Targeted recycling rates increase linearly each year to coincide with diversion goals achieved at the end of the planning period.

The previous Municipal Waste Management Plan (2011–2020) reviewed recycling alternatives in detail. This Plan reviews realistic recycling initiatives considered during the Plan update process including the ideas, initiatives and priorities identified by the SWAC and municipal representatives. As feasible, the County shall explore opportunities to improve and expand proper waste disposal and recycling services that are compatible with available regional processing and disposal services. Chapter 6 details several

CHAPTER 5 – RECYCLING

materials management and diversion strategies. Opportunities to capture source-separated recyclables and recover special items to assure proper handling and processing include the initiatives summarized below:

- **Leverage existing partnerships and expand cooperative arrangements** relating to waste and recycling service provision to improve economies of scale and to develop workable, cost-effective solutions that may not be available when the County, local municipalities, businesses or other stakeholders operate independently.
- **Build upon the success of the County Drop-off Recycling Center** and evaluate expanding drop-off services (e.g., list of materials accepted), with emphasis on the collection of materials that may be difficult or costly for residents to dispose, or may not be available through curbside collection.
- **Encourage large businesses to recycle and to report recycling data** to the County since commercial recycling has a big impact on County waste diversion rates.
- **Continue successful recycling awareness and diversion programs at schools** and encourage area Schools to participate in recyclables diversion programs, particularly for higher-value materials like paper and cardboard.

CHAPTER 6 – SELECTION & JUSTIFICATION

This Chapter describes the process for selecting the Cameron County municipal waste management system and provides justification for the selected waste system and its components. Descriptions of the selected disposal facilities, waste disposal and recycling initiatives, and funding sources for managing County-generated municipal waste for the 10-year planning period (2021–2030) are provided.

6.1 SUMMARY OF CURRENT WASTE SYSTEM

Waste management responsibilities are borne by the public and private waste generators and service providers, Cameron County, local governments (e.g., boroughs and townships), private organizations, and other stakeholders. There are no Act 101-mandated curbside recycling programs in Cameron County, but Emporium Borough provides curbside leaf collection services and residents have access to recycling via the County Drop-off Recycling Center located in Shippen Township.

The provision of curbside waste collection services by the boroughs and townships to residents and small business offers significant economic, social, and environmental benefits. Since waste collection is provided by the local municipalities, nearly all Cameron County waste generators have reliable at-the-door (or curbside) waste collection service. This assures responsible collection for nearly all County-generated wastes and proper transportation to the permitted landfills designated in this Plan. The direct management of waste collection by Cameron County's local municipalities reduces roadside litter and illegal dumping, assures waste comprehensive services are available to customers at a fair costs, and provides important revenue to support jobs and the local economy.

Cameron County, through the Treasurer's Office and with support from the Cameron County Conservation District, provides administrative services including public education, waste and recyclables data tracking, marketing, coordination with municipalities, and the development and implementation of the County Municipal Waste Management Plan.

6.2 WASTE SYSTEM SELECTION PROCESS

Cameron County elects to continue the waste system without significant change. The County waste system balances public and private services and partnerships to collectively meet the waste management needs of County residents, businesses, and local governments. Due to its proximity to Cameron County and because it has ample disposal capacity, the Greentree Landfill in Kersey, PA will continue to be the primary disposal facility for municipal wastes. During the Plan development process, the SWAC identified that the efficient collection of special items like electronics as well as managing wastes and recyclables generated at community events in Emporium Borough are important. The following implementation documents establish the basis for selection and continuing the County waste system for the 2021–2030 planning period:

- **County Municipal Waste Management Plan (2020):** Developed with input from the public, local governments, and other stakeholders. The Plan describes the County waste system, defined planning goals and objectives, and provides initiatives to encourage proper waste management over the 10-year planning period.
- **Disposal Capacity Request for Proposals (RFP) and Agreements (2020):** An open and fair process secured disposal capacity agreements (**Appendix A**) with state-permitted disposal facilities. These agreements confirm that disposal capacity is available for all County-generated municipal waste. Disposal facilities committed to providing free disposal for specified quantities of illegally dumped materials.
- **Surveys:** During the planning process, surveys were distributed to municipal representatives and the public to obtain feedback regarding the County waste system. This information was applied

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to update information regarding current waste and recycling programs and to inform the waste diversion initiatives in this Plan.

6.3 JUSTIFICATION OF WASTE SYSTEM SELECTION

The County waste system will continue without significant changes - the municipal collectors, private collectors, and region processors have capacity for all county municipal waste and recyclables. County staffing and financial resources are limited and recovered recyclable quantities are small and do not justify significant expansion of recycling programs or infrastructure. Consolidating commodities at the County Drop-off Recycling Center for delivery continues to be cost effective in comparison to curbside recycling in this rural area. The County shall continue Plan implementation activities, including education, waste and recyclables data collection, disposal contract administration, and guidance to municipalities. The reasons and justification for the continuation of the County municipal waste system over the 10-year planning period include:

- **Municipal Waste Management System and Market:** Public and private collectors, disposal facilities, and recyclable processors effectively manage County-generated municipal waste and recyclables. The arrangements among public and private solid waste market participants are expected to continue over the 10-year planning period.
- **County Administration of its 10-year Municipal Waste Management Plan:** Through education, data collection, recycling reporting, and assistance to municipalities and engagement of stakeholders, the County encourages responsible municipal waste management, including landfill disposal and diversion of recyclable materials to permitted recyclables processors as feasible. The County shall continue its administrative role by advancing towards goals and initiatives that broadly include:
 - 1) Recycling data collection and annual reporting to PADEP,
 - 2) Education regarding proper municipal waste management and recycling,
 - 3) Sharing of resources and guidance to municipalities,
 - 4) Encouraging new material diversion programs and additional recycling when it is economically feasible,
 - 5) Encouraging proper MSW management by commercial/institutional establishments and obtaining and reporting commercial/institutional recycling data annually to PADEP,
 - 6) Plan revisions every ten (10) years or as required by PADEP,
 - 7) Executing Plan implementation documents, including disposal capacity agreements and resolution of plan adoption, and
 - 8) Advancing the waste management (e.g., illegal dumping prevention), diversion, and recycling initiatives specified in the Plan.
- **Townships and Boroughs:** In Cameron County, the local governments play an integral role in the proper recovery of municipal solid waste through provision of waste collection services. The County will continue to encourage local governments to properly manage waste and recyclables through cooperation, education, and sharing resources to the extent feasible.
- **Commercial, Municipal, and Institutional Establishments:** Local Townships and Boroughs collect waste from many of the small businesses in Cameron County and deliver this waste to a permitted disposal facility. Other larger commercial/institutional establishments are expected to

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continue to manage municipal waste independently using private haulers and/or self-haul to local and regional processors and disposal locations.

- **Funding Needs for Municipal Waste and Recyclables Management:** The funding needs for residential and small business waste collection and disposal services is largely met via trash bills or “user fees” established between the customer and municipal collector. Market conditions for recyclable commodities continue to be very unpredictable and the costs for processing recyclables have increased substantially for certain commodities due to material export bans and increasingly stringent requirements regarding acceptable contamination or residual levels in recovered recyclables. However, due in part to the small quantities of recyclables requiring processing, as of 2020 the Elk County Community Recycling Center processes Cameron County source-separated recyclables at no cost. Act 101 Grant funding and the assessment of user fees for waste and recycling services are necessary, particularly for new or enhanced waste collection and diversion programs.
- **Open, Fair, and Competitive Solicitation for Disposal Capacity:** Through open solicitation for MSW disposal capacity, the County secured contracted disposal capacity to manage all of its municipal waste over the 10-year planning period. Waste haulers retain the choice to use any of the designated disposal facilities with an executed Disposal Capacity Agreement with Cameron County. Individual municipalities may negotiate directly with transfer or disposal facilities to secure competitive tip fees and waste services.
- **Fulfill County and Public Need:** This planning process openly involved the public, including participation by the Solid Waste Advisory Committee (SWAC) in confirming solid waste management priorities are aligned with public interests. This Plan supports initiatives to protect the health, safety, and welfare of Cameron County residents and stakeholders through responsible solid waste management practices.

6.3.1 WASTE SYSTEM SELECTION & MATERIALS

The selected waste system demonstrates an adequate capacity to collect, transport, process, recycle, and dispose municipal waste and source-separated recyclables. The following material streams fall under the framework of municipal waste, and shall be managed accordingly:

- **Municipal Waste:** Cameron County executed disposal capacity agreements with three (3) landfills that have sufficient capacity for municipal waste for the 10-year planning period (2021–2030).
- **Construction/Demolition Waste:** Private arrangements for C/D collection, disposal, and recycling are expected to continue, and adequate processing capacity is available.
- **Yard Waste:** Most yard wastes are managed on site by individual property owners or renters, primarily through natural decomposition. Yard waste processing includes a combination of public and private services. Tree and landscaping companies cut and grind wood wastes. Emporium Borough is expected to continue to leaf collection, yard wastes processing, and composting. The current system has sufficient capacity to manage yard waste over the next ten (10) years.
- **Biosolids:** Biosolids and septage shall continue to be managed through the combination of wastewater treatment facilities, on-site treatment systems, and septage haulers. This activity includes the treatment of liquid biosolids and proper disposal of dewatered biosolids that are primarily landfilled. Designated landfills demonstrate capacity to accept biosolids annually, and over the 10-year planning period. No alternatives programs or infrastructure are being considered to manage biosolids.

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- **Regulated Medical Waste:** Regulated medical waste, including infectious and chemotherapeutic waste, shall continue to be primarily managed by the private sector, primarily through on-site and/or off-site incineration.
- **Ash and Asbestos:** The County shall continue to rely on the current system for managing ash and asbestos, which requires generators to properly dispose this material at a permitted disposal facility. The current system has sufficient capacity to manage ash and asbestos over the next ten (10) years.

6.3.2 ILLEGAL DUMPING

Compared to many other rural counties in Pennsylvania, Cameron County has significantly fewer illegal dumpsites. This is likely attributed to the provision of comprehensive waste collection services by the Townships and Boroughs to nearly all residential units, small businesses, and hunting/fishing camps in the County. Based on the 2010 Keep Pennsylvania Beautiful (KPB) Illegal Dump Survey Final Report, there were 6 dumpsites containing an estimated 18 tons of trash located in Cameron County. Based on discussions with SWAC members during the development of this Plan, illegal dumping activity is fairly limited but some dumping occurs with the most problematic materials including tires and electronics. Littering, illegal dumping, and improper solid waste management can contribute to environmental risks and economic impacts, such as:

- Degrading surface water, groundwater, and drinking water,
- Impacting environmentally sensitive areas and habitats (e.g., wetlands),
- Lowering residential, commercial, and public property values,
- Reducing local collection, hauling, disposal, equipment, and recycling business opportunities,
- Reducing tourism by impacting aesthetics and public perception of County natural features and tourist areas, and
- Transferring the economic burden of waste cleanup to the host municipalities and/or the private properties or businesses impacted by improper disposal.

6.4 DESIGNATED MSW DISPOSAL FACILITIES

6.4.1 LOCATION

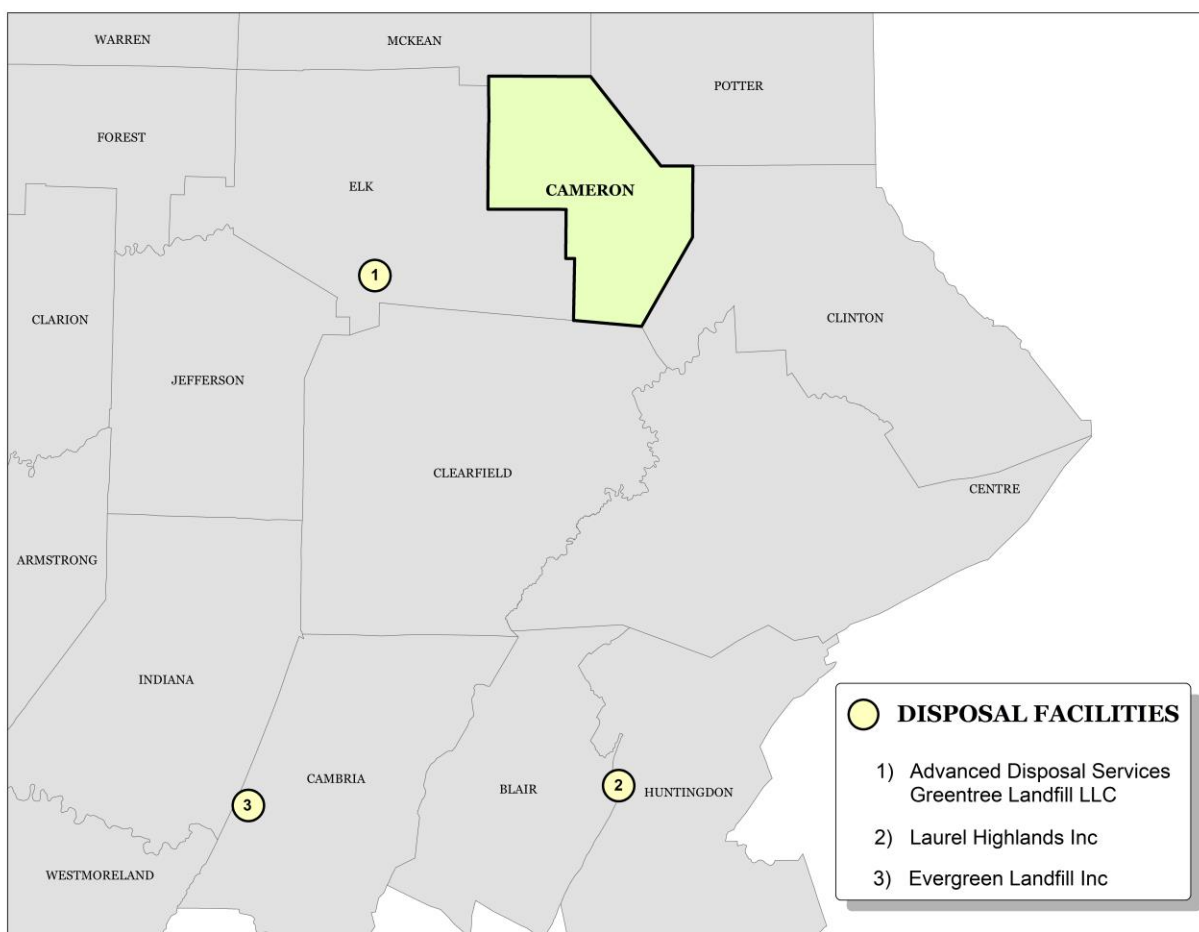
The selection of the County municipal waste system included identifying state-permitted disposal facilities with the capacity and willingness to accept Cameron County municipal waste. The County successfully executed disposal capacity agreements with three (3) landfills (**Appendix A – Disposal Capacity Agreements**). Disposal facilities contracted to accept municipal waste generated on an annual basis over the 10-year planning period (2021–2030) are presented in **Table 6-1**. The quantity of disposal capacity available through these agreements far exceeds Cameron County waste generation anticipated annually and for the 10-year planning period. The physical locations of the designated disposal facilities are illustrated in Error! Reference source not found.. There are no County-operated or other state-permitted recyclables processing facilities in Cameron County.

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Table 6-1 Cameron County Designated Municipal Waste Disposal Facilities

Disposal Facility	Owner	Distance (miles)	County	Facility Address
Greentree Landfill	Advanced Disposal Services, Inc.	33	Elk	635 Toby Rd, Kersey, PA 15846
Evergreen Landfill	Waste Management of Pennsylvania, Inc.	106	Indiana	1310 Luciusboro Rd, Blairsville, PA 15717
Laurel Highlands Landfill	Waste Management of Pennsylvania, Inc.	119	Cambria	260 Laurel Ridge Road, Johnstown, PA 15909

Figure 6-1 Location of Cameron County Designated Municipal Waste Disposal Facilities



6.4.2 DISPOSAL CAPACITY ASSURANCE

Public haulers (municipalities providing waste collection) and private haulers collecting County-generated wastes shall dispose municipal wastes at the disposal facilities designated in the Plan. **Table 6-2** summarizes information for each contracted designated disposal facility, including the approximate distance from Cameron County, accepted materials, available permitted capacity (tons), and years remaining until facility closure. As shown in **Table 6-2**, the three (3) designated disposal facilities have a

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combined total capacity exceeding 44,346 tons annually, and over 443,460 tons of capacity over the 10-year planning period. The available disposal capacity for municipal waste secured executed disposal contracts far exceeds County municipal waste disposal requirements estimated at an average of 3,386 tons annually, and estimated to total 33,860 tons over the 10-year planning period. In addition to ample municipal waste disposal capacity, the landfills demonstrate sufficient capacity to handle the County's residual wastes – offering 1.3 million tons of residual capacity over the 10-year planning period compared to the County's projected amount of 132,270 tons over the same period.

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Table 6-2 Cameron County Designated Disposal Capacity Summary

Disposal Facility	Owner	Distance to Facility (Miles)	Years of Remaining Capacity ^[1]	Accepted Materials ^[2]	Annual Disposal Capacity Available to Cameron County (tons)	10-Year Capacity Available to Cameron County (tons) ^[3]
Greentree Landfill	Advanced Disposal Services, Inc.	33	41	MSW, C/D, SS, IA, IC, A, BW	≥ 3,386 ^[4]	≥ 33,860 ^[4]
				Residual	26,000	260,000
Evergreen Landfill	Waste Management of Pennsylvania, Inc.	106	54	MSW, C/D, SS, BW	13,000	130,000
				Residual	6,500	65,000
Laurel Highlands Landfill	Waste Management of Pennsylvania, Inc.	119	162	MSW, C/D, SS,BW	26,000	260,000
				Residual	13,000	130,000
Total Municipal Waste Capacity ^[5]					≥ 42,386	≥ 423,860
Total Residual Waste Capacity					130,000	1,300,000

[1] Years of remaining permitted capacity only assumes approved expansions. Pending expansions increase available disposal capacity upon approval.

[2] Waste Types: MSW - Municipal Solid Waste, SS - Sewage Sludge, C/D – Construction/Demolition, IC - Infectious/Chemotherapeutic, A - Asbestos, IA - Incinerator Ash, BW – Bulky. Accepted materials may include incidental quantities of specific waste types delivered mixed with MSW.

[3] The annual estimated capacity available to Cameron County provided by the landfill multiplied by the years of remaining capacity up to a maximum of 10 years.

[4] Greentree Landfill indicated it has capacity for "ALL" Cameron County municipal waste. Therefore, more than the projected annual municipal waste generation (3,386 tons) is displayed.

[5] The aggregate of all non-hazardous residential/commercial/institutional municipal wastes including C/D, regulated medical waste, asbestos, sewage sludge and other accepted "special handling" municipal wastes, excluding residual waste, representing the total municipal waste disposal capacity available to Cameron County.

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6.4.3 IN-KIND DISPOSAL SERVICES

Cameron County's Request for Proposals (RFP) to secure MSW disposal capacity included a request for in-kind services to support the County's municipal waste management system. The request highlighted the value of illegal dumping, prevention, and cleanup and asked respondents to offer in-kind services and free disposal to reduce the specific cost associated with managing illegally dumped materials. Error! Not a valid bookmark self-reference. summarizes the in-kind services provided by regional landfills that have been incorporated within executed disposal capacity agreements. Each landfill donated 50 tons per year of disposal (at no cost) for illegally dumped waste.

Table 6-3 Cameron County In-Kind Services

Disposal Facility	Distance to Facility (Miles)	Materials Accepted (without charge)	Annual Maximum Donated (tons)	10-Year Maximum Donated (tons)
Greentree Landfill	106	Illegally dumped MSW, appliances without Freon	50	500
Evergreen Landfill	33	Illegally dumped MSW, bulk items, appliances without Freon, clean scrap metal, autoparts, residential C/D	50	500
Laurel Highlands	119	Illegally dumped MSW, bulk items, residential C/D	50	500
Total			150	1,500

6.4.4 PROCEDURE TO ADD DESIGNATED FACILITIES

Haulers, disposal facilities, and/or municipalities have the option to petition to use a disposal or processing facility for County-generated municipal waste other than those designated through an executed Disposal Capacity Agreement with Cameron County as established under this Plan revision. Any facility added to the Plan using this procedure below may accept County-generated MSW in accordance with the negotiated Disposal Capacity Agreement. These procedures shall be followed:

1. The entity shall submit a written petition to the County Commissioners to be included in the Plan as a designated disposal facility.
2. Within fifteen (15) working days of receiving the petition, the County will forward a copy of the solicitation documents to the facility requested for inclusion in the Plan.
3. Upon receipt of the completed solicitation documents by the County Commissioners from the facility, the County will review and provide a response (approval or denial) to the facility within 20 working days.
4. For any approved designated facility to be added to the Plan, the County will mail an executed Disposal Capacity Agreement to be duly executed and returned to the County Commissioners.
5. Upon receipt of a fully executed Disposal Capacity Agreement, the County will notify all County municipalities and PADEP that an additional designated facility has been added to the Plan as a non-substantial Plan revision. The Disposal Capacity Agreement shall be provided to PADEP and attached to the Plan.

6.5 MATERIALS MANAGEMENT & DIVERSION STRATEGIES

6.5.1 GOALS & OPPORTUNITIES

This section describes materials management opportunities and realistic strategies that may be advanced during the 10-year planning period to improve the performance of the County municipal waste management system. Materials management strategies are not limited to diversion programs for recyclables and include the responsible collection of handling of solid wastes destined for disposal. Planning goals for materials management include:

- **Working cooperatively with the County, Townships and Boroughs enhance the collection and proper disposal or recycling** of special items including electronics, HHW, tires, and bulk items that are often disposed illegally.
- **Encourage economically feasible municipal waste collection, reduction, and diversion programs** that reduce costs through efficiency, market competition, and avoided disposal fees. Well-designed drop-off recycling programs are very cost-effective in comparison to curbside collection and facilitate the recovery of clean, high-value recyclables (e.g., cardboard).
- **Improve the County Recycling Drop-off Site as feasible**, particularly where facility upgrades improve collection and transportation efficiency and target the recovery of materials that may be difficult for residents to manage and/or may be sold to generate revenue.
- **Strengthen public and private partnerships and awareness** to promote efficient, cost-effective, and environmentally responsible materials management.
- **Improve waste and recyclables management at community events.** Implement ordinances or guidelines pertaining to events attended by over 150 persons to include the submittal of a waste and recycling management plan for the event. The event host(s)/organizer(s) should be required to confirm that a qualified waste/recycling collector has been secured to properly manage wastes and to recycle designated materials. Clean, separated recycled items could be delivered to the County Drop-off Recycling Center with approval and coordination with Emporium Borough and the County on an case-by-case basis.
- **Encourage illegal dumping prevention and cleanup strategies** to preserve the natural and scenic areas of the County that attract visitors that are vital to tourism and the local economy. Provide education materials that identify the locations of disposal and recycling options for special items.
- **Encourage resource sharing among local municipal governments and strategic partners** to improve alignment and economies of scale that help promote proper solid waste management and environmental stewardship.

The selection of preferred materials management and diversion strategies take into account these County solid waste system characteristics:

- Limited County staff and financial resources,
- Rural areas with low housing and business density underscore the value of leveraging economies of scale to overcome elevated material collection and transportation costs,
- The County's natural resources and historical setting are primary draws for visitors and tourism that benefit the economy. However, transient populations create seasonal variations in waste generation that contribute to improper disposal, and
- Cameron County townships and boroughs are directly impacted by proper and improper management of municipal waste within their jurisdictional boundary. Consequently, local governments have a responsibility to promote proper municipal waste management indirectly through solid waste and recycling ordinances and education and directly through waste collection contracts and recycling programs.

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Table 6-4 Materials Management and Diversion Opportunities

Material Management & Diversion Opportunities	Description
Program Standardization	<ul style="list-style-type: none"> Work collaboratively among the County, local municipalities and stakeholders to standardize key waste system program elements to improve the level and quality of participation in waste disposal and recycling programs. Standardize and simplify material definitions, lists of acceptable recyclables targeted for diversion, list of special items targeted for diversion (e.g., electronics), and waste management implementation documents including ordinances and contracts. Standard labels are available from the non-profit organization, Recycle Across America (RAA).
Leverage Public-Private Partnerships & Stakeholder Engagement	<ul style="list-style-type: none"> Leverage public-private partnerships to improve the performance of the County solid waste system. Engage key stakeholders in solid waste topics, share resources, and pursue volunteers, in-kind services, and donations to address solid waste management challenges. Partners may include Elk County and Elk County Community Recycling Center, Conservation District, Game Commission, hunting clubs, private companies, and foundations.
Improve Recyclable Material Quality	<ul style="list-style-type: none"> Implement a standard labelling scheme at the County Recycling Drop-off Center, that could include RAA labels. Design public collection systems/areas (e.g., like dumpsters for cardboard) to reduce contamination from unwanted materials. Use custom openings (e.g., slots for cardboard and round holes for bottles and cans) and use standard labels on all containers, like those available from RAA or other standard labeling scheme in use in the County.
Public and Stakeholder Education	<ul style="list-style-type: none"> Continue the County and Conservation District educational efforts that are provided to schools and to the general public. Update educational materials and include them on the County website.
Illegal Dumping Prevention/Cleanup	<ul style="list-style-type: none"> Encourage the local townships and boroughs to continue their efforts to provide convenient curbside collection of trash from residential units and other units or areas like hunting camps. Investigate opportunities to expand services to collect commonly generated materials, particularly those that are often dumped illegally (e.g. bulky items, tires, appliances, electronics, etc.) Form and leverage partnerships with non-profit organizations, including PEC, KPB, and or KAB, to secure the technical, financial, and supply resources needed to support litter prevention and cleanup activities. Through cooperation among the County, municipalities, volunteers, and stakeholders aim to clean up at least one dump site per year. Encourage alignment among township, borough, and county ordinances to incorporate standard provisions to address illegal dumping. Require transient population groups like hunting clubs to contract for waste services if these services are not provided by a municipality. Foster cooperative prevention and enforcement efforts by garnishing support from local agencies (e.g., District Court, PA Fish and Boat Commission, PA Game Commission, police, and County Sheriff Department).

CHAPTER 6 – SELECTION & JUSTIFICATION

6.6 FUNDING MECHANISMS

Table 6-5 summarizes County waste system funding alternatives that were reviewed with the SWAC during Plan development and evaluated in detail in the previous Plan. Since the County does not own or operate MSW collection or processing equipment, the funding priority includes assuring the County fulfills its Plan implementation obligations over the 10-year planning period.

Table 6-5 Solid Waste System Funding Alternatives

Funding Mechanism	Description
Recycling/Waste Management Millage	A tax assessed to property owners based on a percentage of residential property value to fund annual County waste management, recycling programs, and Plan administration costs. The expressed millage rate is multiplied by the total taxable value of the property to arrive at the property taxes due.
Utility Billing	Establishing a local utility or piggybacking on a local utility such as sewer/water to charge user fees to waste generators or residential and/or commercial customers. Solid waste charges can be added to existing utility bills and the User Fee established for materials management is determined by the County. Creating a new solid waste billing system can be complex and expensive.
Non-Ad Valorem Tax Assessment	Tax assessed based on the area of a property or the number of units. The levying authority sets the non-ad valorem assessment based on establishing a justified cost of the service provided to the property. The non-ad valorem assessment is a reliable revenue source that can be allocated equitably.
Solid Waste Service Contracts	MSW collection, hauling, and/or processing contracts, often resulting from a competitive procurement process. Leverage procurement to improve economies of scale, manage competition, reduce costs, and even recover revenue. Solicitations (e.g., bids) shall clearly define service requirements and be structured to fairly distribute risks among involved parties.
County-Owned Transfer Facility	Constructing a County-owned transfer facility designated for all County-generated waste via waste flow control ordinance. The transfer facility tip fees, adjusted to cover operating costs and County solid waste programs (plus disposal fees), would serve as a primary funding mechanism. This high-cost and complex alternative may not be feasible at this time given market conditions, limited County resources, and County priorities.
Sustainability Fee	A fee assessed by a County included within disposal capacity agreements executed by disposal facilities. The revenue remitted to the County by one or more disposal facilities is calculated based on a per-ton-fee established by the County that is multiplied by the MSW tons disposed. Reimplementing this fee is not feasible considering County priorities, solid waste markets, and resistance by disposal facilities to execute agreements requiring fee recovery without a guaranteed commitment of tons.

The County Recycling Coordinator primarily performs administrative responsibilities for Plan implementation. Over the planning period, the County Recycling Coordinator shall collect and report recycling data, support recycling education, facilitate subsequent Plan revisions, and advance initiatives included in this Plan. The salaries and benefits for County staff are paid through the General Fund. Act 101, Section 903 Recycling Coordinator Grants provide 50 percent reimbursement of eligible Recycling Coordinator salary and expenses. The annual Recycling Coordinator expense is based on estimated hours allocated to Recycling Coordinator duties and consideration of expenses incurred for recycling education.

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The annual cost for the County Recycling Coordinator is estimated as \$5,000, or a \$2,500 out-of-pocket County expense, assuming the 50 percent grant reimbursement. **Table 6-6** presents the estimated annual and 10-year costs to support Plan implementation.

Table 6-6 Estimated Annual Plan Implementation Costs

Expense Item	Estimated Annual Expense	Estimated 10-year Cost	Estimated Grant Reimbursement (%) ^[1]
Recycling Coordinator	\$5,000	\$50,000	50%
Education	\$1,000	\$10,000	0%
10-year Plan Revision	\$5,000	\$50,000	80%

[1] Act 101 Recycling Grants can offset eligible costs for the County Recycling Coordinator and development of subsequent Plan revisions. Grants are also available to reimburse eligible costs for household hazardous waste collections that may be administered by the County.

CHAPTER 7 – IMPLEMENTING ENTITY

7.1 COUNTY AND TREASURER'S OFFICE

The Cameron County Municipal Waste Management Plan (Plan) implementation requirements are established by Act 101 of 1988 and Plan guidance documents are prepared and periodically updated by PADEP. The Cameron County Commissioners are designated the responsibilities for municipal waste management, including Plan development and implementation. The Cameron County Commissioners, supported through the County Treasurer's office address county-wide planning initiatives including the development, coordination, and implementation of its Plan and implementation of public recycling programs including the public Recycling Center. Municipal waste planning initiatives and strategies established for this 10-year planning period (2021–2030) were developed with input from the SWAC. Plan implementation functions and activities under the responsibility of the County Commissioners and Treasurer's Office are presented in **Table 7-1**.

Table 7-1 Plan Implementation Responsibilities

Implementation Item	Function
Municipal Waste Management Plan	Complete subsequent Plan revisions. Advance Plan initiatives, including feasible recycling alternatives that reduce disposal costs.
Recycling & Materials Management	Advance sustainable material recovery initiatives and programs, including operation of the County Drop-off Recycling Center and assistance to townships, boroughs, citizens and agencies interested in diversion. Implement responsible alternatives to disposal including recycling and recovery of hard-to-recycle items and special handling items (e.g., tires) often disposed illegally.
Public Education	Provide ongoing public education to promote responsible disposal and materials recovery, resource conservation, and material diversion to recycling.
Stakeholder Engagement	Encourage stakeholder engagement and education, including resource development and sharing among municipalities, COG, businesses, and other stakeholder's like environmental groups.
Funding	Allocate resources for Plan implementation, including funds to support the County Recycling Coordinator/Solid Waste Director and County programs and to apply for grants to offset recycling program and waste system costs. Encourage local governments providing trash collection to expand beneficial collection services funded through equitable user fees so these services can be sustained.
Data Collection and Reporting	Complete annual recycling reports as required under Act 101 and per PADEP requirements. Administer recycling data collection from municipalities and commercial and institutional establishments.
Illegal Dumping Prevention/ Cleanup	Encourage dumping prevention through education, stakeholder engagement, and resource sharing. Monitor illegal dumpsites and roadside litter activity. Leverage donated (no cost) disposal capacity secured during this Plan in coordination with local government collection services, businesses, environmental groups, and affiliates (e.g., KPB, KAB, PEC) to prevent littering and to secure volunteers, supplies, and resources for cleanup activities.

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CHAPTER 8 – PUBLIC FUNCTION

Cameron County does not own or operate municipal waste or recyclables disposal, transfer, or processing facilities. The County Commissioners retain the responsibility of execution and oversight of Disposal Capacity Agreements with regional landfills. If the County determines waste processing or disposal is to be a public function and the County proposes to own or operate a municipal processing or disposal facility, the Plan shall describe these activities in accordance with Title 25, Chapter 272.230 of the PA Code. In the future, the County may evaluate alternatives, including facilities, to consolidate and transfer materials to reduce haul costs to distant out-of-county processors.

Cameron County intends to rely on its boroughs and townships to manage residential waste collection and hauling, and to rely on the private sector for most commercial sector collection, hauling, processing, and marketing for municipal wastes and recyclables as well as residential recycling. Recyclables processing continues to be available through an open market comprised of public and private material recovery facilities and small processors. Individual generators and the private sector shall continue to be responsible for the processing and disposal of sewage sludge, septage and regulated medical waste including infectious and chemotherapeutic waste via on-site processing and off-site processing and disposal.

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CHAPTER 9 – IMPLEMENTING DOCUMENTS

9.1 COUNTY IMPLEMENTING DOCUMENTS

The documents governing municipal waste management in association with this Plan are collectively referred to as “Plan Implementing Documents.” In accordance with Title 25, Chapter 272.231 and Chapter 272.245, the Plan shall include contracts and other requirements used to ensure disposal capacity is available to process or dispose County-generated MSW over the 10-year planning period. Plan implementing documents under the responsibility of Cameron County are presented in **Table 9-1**. Final and/or executed County Plan-implementing documents shall be submitted to PADEP within one year of Plan approval and appended to the Plan.

Table 9-1 Cameron County Plan Implementing Documents

Implementing Document	Description
Disposal Capacity Agreements	Contracts executed between the Wayne County Board of Commissioners and the owner/operators of permitted MSW disposal facilities to assure (Appendix A – Disposal Capacity Agreements).
Plan Resolution of Adoption	A resolution executed by County Board of Commissioners marking the adoption of the completed Plan (Appendix B – Plan Resolution of Adoption).
SWAC Meeting Minutes	Notes from Solid Waste Advisory Committee meetings (Appendix C – SWAC Meeting Minutes).

9.2 OTHER IMPLEMENTING DOCUMENTS

Additional implementing documents related to municipal waste and recycling may be developed during the 10-year planning period. Cameron County, its municipalities, or other entities shall exercise their respective authorities for the development, adoption, and execution of documents deemed necessary to carry forth waste management obligations and to implement this Plan. Examples include municipal solid waste ordinances, solid waste collection, recycling, and disposal contracts, and cooperative or affiliation agreements among municipalities and/or environmental groups, businesses, and other stakeholders.

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CHAPTER 10 – NON-INTERFERENCE

In accordance with Act 101 of 1988, Cameron County ensures its Municipal Waste Management Plan does not interfere with the design, construction, operation, financing or contractual obligations of any existing or proposed municipal waste processing, disposal, or resource recovery facility that is part of a municipal waste management Plan submitted to PADEP. There are no State-permitted disposal or processing facilities located in or proposed to be constructed within the County. There are facilities in surrounding counties that accept recyclables and other materials for processing and/or disposal.

This Plan does not restrict the use of remaining permitted processing or disposal capacity, or capacity resulting from facility expansion. The County shall not interfere with the efforts of existing processing or disposal facilities to process or dispose municipal waste from customers with municipal waste originating outside the County provided these arrangements do not conflict with the executed Disposal Capacity Agreements associated with this Plan.

CHAPTER 10 – NON-INTERFERENCE

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CHAPTER 11 – PUBLIC PARTICIPATION

Public participation was an essential component in the development of this Plan revision. Input from individuals, the Solid Waste Advisory Committee (SWAC), County representatives, and stakeholders influenced planning information, concepts, strategies, and initiatives proposed for the 10-year planning period. Public participation shaped realistic, implementable, and cost-effective Plan initiatives compatible with the County solid waste systems and available resources. The SWAC was formed by soliciting for representation via email and letter correspondence to the groups listed below. **Table 11-1** presents the SWAC meeting schedule.

- (1) All classes of municipalities within the county.
- (2) Citizen organizations.
- (3) Industry.
- (4) Private solid waste industry (in County).
- (5) Private recycling or scrap industry (in County).
- (6) County Recycling Coordinator.

Table 11-1 Cameron County SWAC Meeting Schedule

Meeting	Date
SWAC (1)	12/12/2019
SWAC (2)	10/28/20

Key participants and elements of public participation included:

- Solid Waste Advisory Committee (SWAC)
- Cameron County Board of Commissioners
- Disposal facility representatives
- Waste and recycling survey to municipal representatives (all townships and boroughs)

Important outcomes from public participation efforts included:

- SWAC meeting and input guided selection and justification of the County waste management system.
- The SWAC weighed in on Plan goals, materials management strategies, and planning priorities.
- Surveys provided valuable feedback from municipal representatives that highlighted the need for programs for special items, raised concerns about the high costs for waste and recycling collection, and confirmed few ordinances governing solid waste are in place.
- The SWAC and municipalities were given the opportunity to review and comment on draft Plan chapters and the completed draft Plan.
- Involvement by County staff to develop and execute disposal capacity agreement, provide data, and to coordinate the development of GIS maps included in the Plan.

CHAPTER 11 – PUBLIC PARTICIPATION

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APPENDIX A

DISPOSAL CAPACITY AGREEMENTS

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APPENDIX B

MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT

COUNTY OF CAMERON

THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this 10th day of August, 2020, by and between the COUNTY OF CAMERON, a political subdivision of the Commonwealth of Pennsylvania (County), and Facility Name (Owner/Operator) Advanced Disposal Services GREENTREE LANDFILL, LLC

Article 1. BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) requires the County, as part of its Municipal Waste Management Plan (Plan), to provide disposal/processing capacity for all County-generated Municipal Waste over the 10-year planning period corresponding with the County Plan. To meet its obligation, the County issued a request for proposals (RFP) to execute Agreements with facilities for the provision of all, or a portion of, County generated Municipal Waste over the designated 10-year term. The Owner/Operator responded to the solicitation, and the County Board of Commissioners accepted the Owner/Operator's proposal. This Agreement provides the terms and conditions under which the Owner/Operator will provide disposal capacity.

The County, as the designated administrator responsible for implementation of the 10-year Municipal Waste Management Plan (Plan), has responsibilities set forth by Act 101 of 1988, and as regulated by the Pennsylvania Department of Environmental Protection (PADEP), to provide for proper disposal of solid wastes and to recover recyclable commodities to advance waste diversion to meet Pennsylvania's 35 percent recycling goal. Due to the County responsibilities under Act 101 of 1988 for disposal and diversion of County-generated municipal solid wastes, and because the activities of waste collection, transportation, and disposal impact the health, safety, and welfare, the County, the waste disposal facilities, processors, and collectors influence the performance of the County's integrated solid waste management system. The County is interested in establishing Agreements to meet disposal capacity assurance and to benefit the efficient and proper management of solid wastes.

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

Article 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, as used in this Agreement, shall have the following meanings:

Acceptable Waste. Municipal waste and all other wastes the facility is permitted to accept under applicable laws and regulations. Where applicable, acceptable or accepted wastes refers to the waste types that shall be accepted by a Facility from Cameron County sources.

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Act 101. The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988.

Agreement. The Municipal Waste Disposal Capacity Agreement between the County and the Owner/Operator, as amended, or supplemented by other submittals by the Owner/Operator.

Alternative Facility. Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during the temporary or protracted cessation of operation at the 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 (C/D). 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 also includes dredging waste. 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, unused brick and block, and concrete; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps, and vegetative material.

County. The County of Cameron, Commonwealth of Pennsylvania.

Department or PADEP. Pennsylvania Department of Environmental Protection.

Facility. Processing and/or disposal facilities, including municipal waste, construction/demolition and residual waste landfills, resource recovery facilities permitted and licensed for the disposition of Municipal Waste (as defined herein), and/or residual waste. Transfer stations are facilities but are not considered “designated disposal facilities” in the Plan because they do not provide disposal capacity.

Hazardous Waste. A solid waste or combination of solid 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, correctional facilities, and universities.

Leaf Waste. Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a County designated disposal facility or another fully permitted facility.

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.

Municipal waste includes construction/demolition waste, municipal sludges, asbestos, infectious/chemotherapeutic waste, and incinerator ash residue. The term does not include source-separated recyclable materials or material approved by PADEP for beneficial use.

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

Owner/Operator. Any Person who owns, operates, leases, controls, or supervises a Facility, or any permitted successors, assigns, or affiliates.

Owner/Operator's Facility. The Owner/Operator's permitted Facility described in Form A-1, Facility Questionnaire.

Parent. Any corporation, now or at any time or times hereafter, owning or controlling (alone or with any other person or entity) at least a majority of the issued and outstanding capital stock of the Owner/Operator.

Permit. A permit issued by PADEP, or a permit and/or license issued by a state and/or local 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 County Municipal Waste Management Plan approved 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 waste.

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

Unacceptable Waste. Material that by its composition, characteristics or quality is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq.,

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or other applicable federal, state, or local law or material that the Owner/Operator concludes requires special handling or endangers the landfill, public health or safety, or the environment.

Yard Waste. Leaves, grass clippings, garden residue, tree trimmings, chipped shrubbery, and other vegetative material.

2.2 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 thereof, if any, in Act 101 or the Pennsylvania Solid Waste Management Act or the regulations promulgated thereunder.

Article 3. REPRESENTATIONS

3.1 REPRESENTATIONS OF COUNTY

The County represents and warrants that:

- (a) It is a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, and is duly authorized to carry on the governmental functions and operations contemplated by this Agreement and each other agreement or instrument entered into or to be entered into by the County or the municipalities within the boundaries of the County, pursuant to this Agreement.
- (b) It has the full power, authority, 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.
- (c) This Agreement and other agreements or instruments entered into by the County pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the County and will constitute a legal, valid and binding obligation of the County.
- (d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the County, threatened against or adversely affecting the ability of the County to perform its obligations hereunder.

3.2 REPRESENTATIONS OF OWNER/OPERATOR

The Owner/Operator represents and warrants to the County that:

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency or agencies.
- (b) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, or under the appropriate state regulatory agency or agencies, 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 Owner/Operator, and will constitute a legal, valid and binding obligation.

(e) The execution, delivery, and performance hereof by the Owner/Operator: (i) has the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulation applicable to the Owner/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 Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.

(f) This Agreement has been duly authorized, executed and delivered by the Owner/Operator, and constitutes a legal, valid and binding obligation of the Owner/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 Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.

(h) Except as disclosed within the Submittal Forms for Municipal Solid Waste Disposal Services contained in the County's solicitation attached hereto and incorporated herein by reference, the Owner/Operator is not a subsidiary of any Parent.

3.3 PARENT GUARANTEE

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

3.4 DESIGNATION AS PROCESSING/DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the County hereby agrees to include the Owner/Operator's Facility in its Plan as a designated processing/disposal facility for Municipal Waste generated in the County. The Owner/Operator acknowledges that this Agreement is nonexclusive, and the County may enter into agreements with other facilities to perform the same work and services that the Owner/Operator is contracted to perform hereunder. At no time during the term of this Agreement shall the County be obligated to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will take place. If ultimate disposal is to be in a facility that is not a County Designated Facility, the Owner/Operator must furnish proof that the facility holds a valid permit in the state where it is located and that it meets all appropriate federal, state and local rules, regulations and guidelines.

Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in **Appendix A, Submittal Forms**:

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- (a) The County may, at its option, cause to be delivered to the Owner/Operator's Facility during the receiving times all, part or none of the Acceptable Waste generated in the County subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement.
- (b) The County or any Waste Hauler shall notify the Owner/Operator that it intends to exercise its right to deliver Acceptable Waste to the Owner/Operator's Facility prior to commencing the delivery of such wastes.
- (c) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide processing and/or disposal capacity as may be needed by the County for all Acceptable Waste generated within the geographic boundaries of the County and that the County may cause to be delivered to the Owner/Operator's Facility. This shall include the delivery of Acceptable Waste on an occasional basis by individual County residents in small vehicles. The Owner/Operator and the County shall, from time to time, agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.
- (d) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide in-kind processing and/or disposal and other in-kind services as clarified in completed Form A-3 and including any supplemental documentation clarifying the In-kind Services.

4.2 RELEASE FROM COMMITMENT

The Owner/Operator may at any time request that the County release it from its commitment to provide all or part of the reserved capacity required. Such request shall be in writing and shall set forth the basis for the request. The County shall, in good faith, review the Owner/Operator's request, based on the County's ability to ensure sufficient disposal capacity for Municipal Waste estimated to be generated during that particular calendar year, and make a determination within ten (10) business days of receipt of the request. If the request does not jeopardize the County's ability to ensure sufficient disposal capacity, it shall grant the Owner/Operator's request. The County's decision shall be in writing and delivered to the Owner/Operator.

The Owner/Operator may dispute the County's decision by giving the County a written request for resolution of the dispute within five (5) working days of receipt of the decision. The dispute resolution shall be conducted in accordance with the provisions and rules under which the Court of Common Pleas of Cameron County, Pennsylvania, operates. The sole issue to be arbitrated is whether the requested release can be granted without jeopardizing the ability of the County to ensure sufficient disposal capacity for Municipal Waste generated in the County for that year. Any decision of the arbitrator shall be final and binding on both parties. During resolution of any dispute, the Owner/Operator and the County shall each continue to perform all of their respective obligations under this Agreement without interruption or slowdown.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

- (a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed and their waste loads

classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/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 appropriate certification agency recorded the last verified scale weights. The County or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

5.2 RECEIVING TIME/HOURS OF OPERATION

(a) The Owner/Operator's Facility shall be available to receive waste during the receiving times specified in Forms contained in Appendix A, attached hereto, and incorporated herein by reference.

(b) If the County or a Waste Hauler requests and the Owner/Operator agrees, a Waste Hauler may deliver waste at times in addition to the specified receiving times at a cost that may exceed the fees herein as mutually agreed upon by such Waste Hauler and the Owner/Operator.

(c) Upon request by the County, the Owner/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.

5.3 RIGHT TO REFUSE DELIVERY

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

(b) The Owner/Operator shall have the right and discretion to inspect any load entering the Owner/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 Hazardous Waste; or (iii) loads containing Unacceptable Waste including material banned from landfilling (e.g., loads comprised primarily of leaf waste, electronics, etc.). The Owner/Operator at its sole discretion may refuse delivery of the entire load or the portion that contains the unacceptable materials. The Owner/Operator shall notify Waste Haulers prior to the initial waste delivery of the Owner/Operator's waste monitoring program and expected procedures and responsibilities under such program.

(c) Unless receipt of such waste would adversely affect the facility operation or adversely affect health and safety, the Owner/Operator's Facility may not reject a load of Acceptable Waste from the County. Reaching the average daily permitted capacity may not be used as a basis for rejecting County-generated loads of Acceptable Waste.

5.4 COMPLAINTS

The Owner/Operator shall receive and respond to all complaints from Waste Haulers regarding the acceptance of waste materials at the Owner/Operator's Facility. Any complaints received by the

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County will be directed to the Owner/Operator. In the event the Owner/Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

5.5 TITLE TO MUNICIPAL WASTE

Except in the case where hazardous or Unacceptable Wastes are delivered to the Owner/Operator's Facility, title to the Municipal Waste and any benefits of marketing materials or energy recovery shall pass to the Owner/Operator upon delivery to the Owner/Operator's Facility and acceptance of waste by the Owner/Operator.

5.6 PERMITS

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

Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS

The Owner/Operator shall establish and maintain a system to provide storage and ready retrieval of the Owner/Operator's Facility operating data pertinent to this Agreement, including, but not limited to, all information necessary to verify donated tonnages and calculations for the fee schedule.

6.1 BASIC REPORTING REQUIREMENTS

(a) In-County and Out-of-County Owner/Operators shall provide the County with quarterly reports of all types of waste delivered to the Owner/Operator's Facility that are generated from County sources and delivered to the Owner/Operator's Facility. This report shall include the totals by month for each type of waste. To the extent that reports required to be submitted to PADEP or any other regulatory agency contain the information required by the County, copies of said reports may be submitted to the County to comply with the Owner/Operator's reporting requirements.

(b) Along with quarterly reports, the Owner/Operator shall provide (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/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, and County regulations.

6.2 SPECIAL REPORTING REQUIREMENTS

The Owner/Operator shall provide written notification to the County of any permit modification 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; and (iv) changes in ownership.

6.3 ADMINISTRATIVE INSPECTIONS

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

Article 7. TIPPING FEES AND OTHER CHARGES

7.1 TIPPING FEES

(a) All Waste Haulers shall pay at a maximum the rates set forth in Appendix A, Form A-2 Proposed Rate Schedule, for County-generated Municipal Waste and other wastes/recyclables as identified by Respondents. The rates shall, as applicable, include the following fees: (i) Act 101 host municipality fee plus any additional fee negotiated by the host County or municipality; (ii) Act 101 recycling fee and growing greener fee; (iii) and Act 101 post closure fee.

(b) The County shall not be responsible for any payment to the Owner/Operator of tipping fees incurred by Waste Haulers. All tipping fees shall be paid directly by the Waste Haulers that deliver the waste to the Owner/Operator's Facility. The Owner/Operator shall be responsible for the billing and collection of all tipping fees. The County shall not be responsible for the failure of any Waste Hauler to pay the Owner/Operator's tipping fees.

The Owner/Operator shall not charge a tipping fee to a County hauler that exceeds the maximum rates established by this Agreement for each type of waste. Nothing in this Agreement shall prevent or preclude the Owner/Operator from negotiating alternate tipping fees with any hauler provided such fees do not exceed the maximum rates under this Agreement.

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

(f) The Owner/Operator may petition the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state, or local laws, ordinances, regulations, or permit requirements which were not in effect at the time this Agreement was awarded. The County shall evaluate the evidence submitted and may approve reasonable and justifiable cost adjustments. The County shall not unreasonably deny such cost adjustment.

Article 8. IN-KIND SERVICES

Per the Request for Proposals (RFP), under Appendix A, Form A-3, the County requests interested disposal facility Owners/Operators to offer in-kind services. These may include free disposal of specified quantities of illegal dump waste to benefit the performance of the County solid waste management system and to avoid costs. These in-kind services identified by Owners/Operators and as negotiated by the County and Respondents shall be incorporated within the Disposal Capacity Agreement under this section by reference (**Attachment A-3.1**).

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Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The County and the Owner/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.

The County shall be designated as an additional insured under all required insurance policies, and the Owner/Operator shall provide the County with copies and certificates of said insurance policies. Each such insurance policy shall provide the County with a thirty (30) day notice of cancellation.

Article 10. INDEMNIFICATION

10.1 INDEMNIFICATION

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

- (a) the negligence or willful misconduct, tortious activity, error or omission of Owner/Operator or its successors or assigns, or any of its officers, agents, employees, contractors or subcontractors in connection with Owner/Operator obligations or rights under this Agreement; and
- (b) the construction, operation, closure, and post-closure care and maintenance of the Owner/Operator's Facility.

The Owner/Operator shall not be liable or required to indemnify or reimburse the County or any County indemnified party for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and other attorney fees arising out of any willful or negligent act, tortious activity, error, or omission of the County or County indemnified parties.

10.2 COOPERATION REGARDING CLAIMS

If either the County or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by the County against the Owner/Operator pursuant to Article 10.1, that 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 the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to or to defend the party failing to give such notice against such claim, demand, action, suit, or proceeding. The County and the Owner/Operator 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 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Owner/Operator may assume the defense or represent the interests of the County with

respect to such claim, demand, action, suit, or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County, and to propose, accept, or reject offers of settlement.

Article 11. DISPUTES, DEFAULTS, AND REMEDIES

11.1 RESOLUTION OF DISPUTES

In the event any claim, controversy, or dispute arises between the County and the Owner/Operator, or if any approvals, agreements, or concurrences specified herein shall not have been timely given, the Owner/Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Cameron County, Pennsylvania, in equity or to law to litigate such disputes.

11.2 EVENTS OF DEFAULT BY COUNTY

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

- (a) The Owner/Operator shall have given written notice to the County stating that in its opinion a particular default or defaults (to be described in reasonable detail in such notice) exists which will, unless corrected, constitute a material breach of this Agreement on the part of the County; and
- (b) The County shall have failed to cure such default within thirty (30) days of its receipt of the written notice given pursuant to Article 11.2 (a) above, provided that if the County shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the County's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the County is continuing to take reasonable steps to cure such default within the earliest practicable time.

11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR

The Owner/Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the County or its Waste Haulers delivered to the Owner/Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its obligations under this Agreement.

11.4 FORCE MAJEURE

Neither the Owner/Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss, or expense 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 Owner/Operator or the County and which the Owner/Operator or County was unable to avoid by exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the County within ten (10) working days after the occurrence of the event.

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11.5 REMEDIES

(a) If within a period of thirty (30) days after the County shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the County to the Owner/Operator.

(c) If within a period of thirty (30) days after the Owner/Operator shall have given written notice to the County that a default has occurred and is continuing, and specifying the nature of the default, the County has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the County.

11.6 WAIVERS

A waiver by either the County or Owner/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 12. TERM AND TERMINATION

12.1 EFFECTIVE DATE

This Agreement shall become effective on January 01, 2021. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

12.2 TERM OF AGREEMENT

The term of this Agreement shall commence on the effective date and shall continue in effect for ten (10) years and is intended to coincide with the 10-year planning period of the County Plan.

12.3 EFFECT OF TERMINATION

Upon the termination of this Agreement, the obligations of the County and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the County or Owner/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 13. MISCELLANEOUS

13.1 ASSIGNMENT

(a) This Agreement may not be assigned by either the County or the Owner/Operator or its rights sold by Owner/Operator except with the written consent of the County or Owner/Operator or as further provided in this Article. The County may, however, contract with a third party or parties for

the collection, transportation, processing, and disposal of waste, and such contracting will not be interpreted as an assignment of this Agreement. Further, any Municipality within the political boundaries of the County and/or any Waste Hauler may avail themselves of the rights of the County under this Agreement without violating the assignment provision, provided, however, that such Municipalities and Waste Haulers will be bound by the covenants of the County in this Agreement. The Owner/Operator shall not assign this Agreement except to a licensed and permitted successor to the Owner/Operator capable of performing all covenants of this Agreement and with ninety (90) days prior written notice to the County and the written consent of the County.

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service.

13.2 NOTICES

Except under emergency circumstances 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 courier service, or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

County: Cameron County
Attn: Tara Newton, Deputy Treasurer
Cameron County Courthouse
20 East 5th
Emporium, PA 15834

Owner/Operator: ADS GREENTREE LANDFILL LLC
Attn: DANIEL HENRICH
1625 Toby Rd
Kersey, PA 15847

Either the County or Owner/Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the County and the Owner/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 County and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

APPENDIX B

13.4 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 County and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or other appropriate actions, and shall to the extent practicable in light of such determination, implement and give effect to the intentions of the County and Owner/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.

13.5 CHANGE OF OWNERSHIP

In the event of any change of control or ownership of the Owner/Operator's Facility, the new Owner would then be solely liable for the performance of the Agreement and any claims or liabilities under the Agreement.

13.6 GOVERNING LAW

This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the County and Owner/Operator are affixed or of the place or places of performance. The Owner/Operator shall conduct the services provided for in this Agreement in compliance with all applicable federal and state laws and regulations.

13.7 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 to be a single instrument.

13.8 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 County and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the County for any purpose whatsoever.

13.9 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.

13.10 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.

13.11 NONDISCRIMINATION

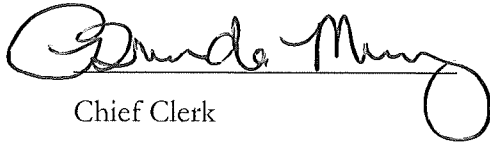
Neither the Owner/Operator nor any subcontractor nor any person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion, or national origin, ancestry, disability, sexual orientation, or union membership.

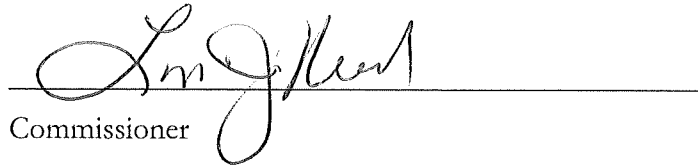
APPENDIX B

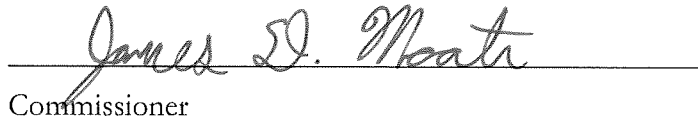
IN WITNESS WHEREOF, the County and Owner/Operator have caused this Municipal Waste Disposal Capacity Agreement to be executed as of the date and year first written.

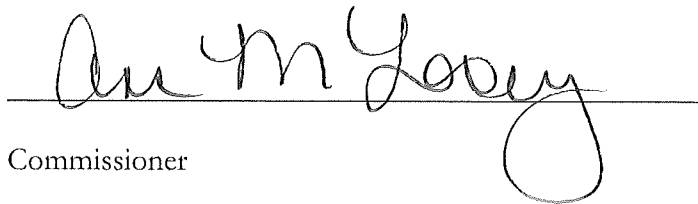
COUNTY OF CAMERON BOARD OF COMMISSIONERS

ATTEST:

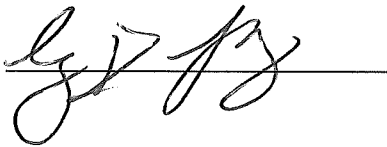

Chief Clerk


Commissioner

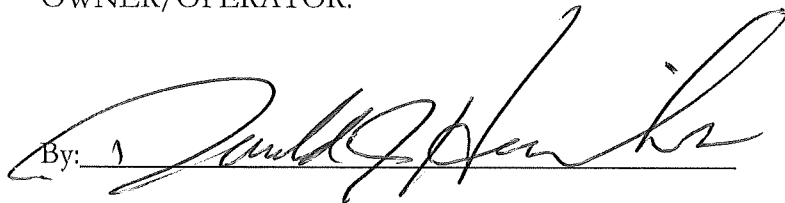

Commissioner


Commissioner

ATTEST:



OWNER/OPERATOR:

By: 

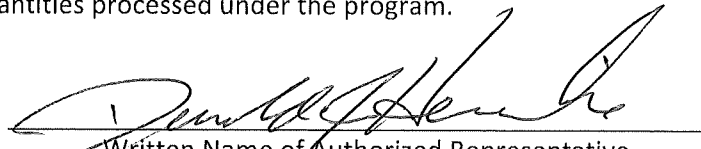
Appendix A, Submittal Forms

Form A-3 (Attachment A-3.1)
In-kind Services Clarifications – Advanced Disposal Services

A. Form A-3 Clarifications

This attachment clarifies the in-kind services offered by and to be provided by Advanced Disposal Services Greentree Landfill, LLC to Cameron County annually and over the 10-year planning period corresponding to the Cameron County Municipal Waste Management Plan. In-kind services shall be attached to the Disposal Capacity Agreements.

1. Greentree Landfill shall donate, at no cost to the County, an annual maximum commitment of up to 50 tons or 500 tons over Cameron County's 10-year contract for Disposal Capacity Agreements for authorized illegally dumped non-hazardous municipal wastes.
2. Acceptable wastes include any combination of non-hazardous illegally dumped wastes including these materials: garbage, bulk items, whitegoods without freon, clean scrap metal, residential C&D, and auto parts (items specified by Advanced Disposal in its RFP response).
3. Greentree landfill will not donate processing services, or accept under this program: tires, electronics, liquids, household hazardous wastes or other unapproved wastes under this arrangement.
4. Prior to delivery of any wastes qualifying under the in-kind services and program, a County representative shall notify the disposal facility. The County may request weight receipts for donated tons in order to track quantities processed under the program.



Written Name of Authorized Representative
DONALD S HENRICH S

Signature of Authorized Representative

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APPENDIX B

MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT

COUNTY OF CAMERON

THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this 20th day of August, 2020, by and between the COUNTY OF CAMERON, a political subdivision of the Commonwealth of Pennsylvania (County), and Facility Name (Owner/Operator) Evergreen Landfill, Inc a Waste Management of Pennsylvania, Inc Company.

Article 1. BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) requires the County, as part of its Municipal Waste Management Plan (Plan), to provide disposal/processing capacity for all County-generated Municipal Waste over the 10-year planning period corresponding with the County Plan. To meet its obligation, the County issued a request for proposals (RFP) to execute Agreements with facilities for the provision of all, or a portion of, County generated Municipal Waste over the designated 10-year term. The Owner/Operator responded to the solicitation, and the County Board of Commissioners accepted the Owner/Operator's proposal. This Agreement provides the terms and conditions under which the Owner/Operator will provide disposal capacity.

The County, as the designated administrator responsible for implementation of the 10-year Municipal Waste Management Plan (Plan), has responsibilities set forth by Act 101 of 1988, and as regulated by the Pennsylvania Department of Environmental Protection (PADEP), to provide for proper disposal of solid wastes and to recover recyclable commodities to advance waste diversion to meet Pennsylvania's 35 percent recycling goal. Due to the County responsibilities under Act 101 of 1988 for disposal and diversion of County-generated municipal solid wastes, and because the activities of waste collection, transportation, and disposal impact the health, safety, and welfare, the County, the waste disposal facilities, processors, and collectors influence the performance of the County's integrated solid waste management system. The County is interested in establishing Agreements to meet disposal capacity assurance and to benefit the efficient and proper management of solid wastes.

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

Article 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, as used in this Agreement, shall have the following meanings:

Acceptable Waste. Municipal waste and all other wastes the facility is permitted to accept under applicable laws and regulations. Where applicable, acceptable or accepted wastes refers to the waste types that shall be accepted by a Facility from Cameron County sources.

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Act 101. The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988.

Agreement. The Municipal Waste Disposal Capacity Agreement between the County and the Owner/Operator, as amended, or supplemented by other submittals by the Owner/Operator.

Alternative Facility. Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during the temporary or protracted cessation of operation at the 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 (C/D). 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 also includes dredging waste. 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, unused brick and block, and concrete; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps, and vegetative material.

County. The County of Cameron, Commonwealth of Pennsylvania.

Department or PADEP. Pennsylvania Department of Environmental Protection.

Facility. Processing and/or disposal facilities, including municipal waste, construction/demolition and residual waste landfills, resource recovery facilities permitted and licensed for the disposition of Municipal Waste (as defined herein), and/or residual waste. Transfer stations are facilities but are not considered “designated disposal facilities” in the Plan because they do not provide disposal capacity.

Hazardous Waste. A solid waste or combination of solid 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) post 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, correctional facilities, and universities.

Leaf Waste. Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a County designated disposal facility or another fully permitted facility.

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.

Municipal waste includes construction/demolition waste, municipal sludges, asbestos, infectious/chemotherapeutic waste, and incinerator ash residue. The term does not include source-separated recyclable materials or material approved by PADEP for beneficial use.

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

Owner/Operator. Any Person who owns, operates, leases, controls, or supervises a Facility, or any permitted successors, assigns, or affiliates.

Owner/Operator's Facility. The Owner/Operator's permitted Facility described in Form A-1, Facility Questionnaire.

Parent. Any corporation, now or at any time or times hereafter, owning or controlling (alone or with any other person or entity) at least a majority of the issued and outstanding capital stock of the Owner/Operator.

Permit. A permit issued by PADEP, or a permit and/or license issued by a state and/or local 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 County Municipal Waste Management Plan approved 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 waste.

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

Unacceptable Waste. Material that by its composition, characteristics or quality is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq.,

APPENDIX B

or other applicable federal, state, or local law or material that the Owner/Operator concludes requires special handling or endangers the landfill, public health or safety, or the environment.

Yard Waste. Leaves, grass clippings, garden residue, tree trimmings, chipped shrubbery, and other vegetative material.

2.2 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 thereof, if any, in Act 101 or the Pennsylvania Solid Waste Management Act or the regulations promulgated thereunder.

Article 3. REPRESENTATIONS

3.1 REPRESENTATIONS OF COUNTY

The County represents and warrants that:

- (a) It is a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, and is duly authorized to carry on the governmental functions and operations contemplated by this Agreement and each other agreement or instrument entered into or to be entered into by the County or the municipalities within the boundaries of the County, pursuant to this Agreement.
- (b) It has the full power, authority, 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.
- (c) This Agreement and other agreements or instruments entered into by the County pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the County and will constitute a legal, valid and binding obligation of the County.
- (d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the County, threatened against or adversely affecting the ability of the County to perform its obligations hereunder.

3.2 REPRESENTATIONS OF OWNER/OPERATOR

The Owner/Operator represents and warrants to the County that:

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency or agencies.
- (b) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, or under the appropriate state regulatory agency or agencies, 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 Owner/Operator, and will constitute a legal, valid and binding obligation.

- (e) The execution, delivery, and performance hereof by the Owner/Operator: (i) has the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulation applicable to the Owner/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 Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.
- (f) This Agreement has been duly authorized, executed and delivered by the Owner/Operator, and constitutes a legal, valid and binding obligation of the Owner/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 Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.
- (h) Except as disclosed within the Submittal Forms for Municipal Solid Waste Disposal Services contained in the County's solicitation attached hereto and incorporated herein by reference, the Owner/Operator is not a subsidiary of any Parent.

3.3 PARENT GUARANTEE

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

3.4 DESIGNATION AS PROCESSING/DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the County hereby agrees to include the Owner/Operator's Facility in its Plan as a designated processing/disposal facility for Municipal Waste generated in the County. The Owner/Operator acknowledges that this Agreement is nonexclusive, and the County may enter into agreements with other facilities to perform the same work and services that the Owner/Operator is contracted to perform hereunder. At no time during the term of this Agreement shall the County be obligated to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will take place. If ultimate disposal is to be in a facility that is not a County Designated Facility, the Owner/Operator must furnish proof that the facility holds a valid permit in the state where it is located and that it meets all appropriate federal, state and local rules, regulations and guidelines.

Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in **Appendix A, Submittal Forms**:

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- (a) The County may, at its option, cause to be delivered to the Owner/Operator's Facility during the receiving times all, part or none of the Acceptable Waste generated in the County.
- (b) The County or any Waste Hauler shall notify the Owner/Operator that it intends to exercise its right to deliver Acceptable Waste to the Owner/Operator's Facility prior to commencing the delivery of such wastes.
- (c) The Owner/Operator shall provide processing and/or disposal capacity as may be needed by the County for all Acceptable Waste generated within the geographic boundaries of the County and that the County may cause to be delivered to the Owner/Operator's Facility. This shall include the delivery of Acceptable Waste on an occasional basis by individual County residents in small vehicles. The Owner/Operator and the County shall, from time to time, agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.
- (d) The Owner/Operator shall provide in-kind processing and/or disposal and other in-kind services as clarified in completed Form A-3 and including any supplemental documentation clarifying the In-kind Services.

4.2 RELEASE FROM COMMITMENT

The Owner/Operator may at any time request that the County release it from its commitment to provide all or part of the reserved capacity required. Such request shall be in writing and shall set forth the basis for the request. The County shall, in good faith, review the Owner/Operator's request, based on the County's ability to ensure sufficient disposal capacity for Municipal Waste estimated to be generated during that particular calendar year, and make a determination within ten (10) business days of receipt of the request. If the request does not jeopardize the County's ability to ensure sufficient disposal capacity, it shall grant the Owner/Operator's request. The County's decision shall be in writing and delivered to the Owner/Operator.

The Owner/Operator may dispute the County's decision by giving the County a written request for resolution of the dispute within five (5) working days of receipt of the decision. The dispute resolution shall be conducted in accordance with the provisions and rules under which the Court of Common Pleas of Cameron County, Pennsylvania, operates. The sole issue to be arbitrated is whether the requested release can be granted without jeopardizing the ability of the County to ensure sufficient disposal capacity for Municipal Waste generated in the County for that year. Any decision of the arbitrator shall be final and binding on both parties. During resolution of any dispute, the Owner/Operator and the County shall each continue to perform all of their respective obligations under this Agreement without interruption or slowdown.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

- (a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/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 appropriate certification agency

recorded the last verified scale weights. The County or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Waste Haulers may use another certified scale of their choice, or the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

5.2 RECEIVING TIME/HOURS OF OPERATION

- (a) The Owner/Operator's Facility shall be available to receive waste during the receiving times specified in Forms contained in Appendix A, attached hereto, and incorporated herein by reference.
- (b) If the County or a Waste Hauler requests and the Owner/Operator agrees, a Waste Hauler may deliver waste at times in addition to the specified receiving times at a cost that may exceed the fees herein as mutually agreed upon by such Waste Hauler and the Owner/Operator.
- (c) Upon request by the County, the Owner/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.

5.3 RIGHT TO REFUSE DELIVERY

- (a) Except as noted in Article 4.2, the Owner/Operator may refuse waste delivered at hours other than the specified receiving times.
- (b) The Owner/Operator shall have the right and discretion to inspect any load entering the Owner/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; or (iii) loads containing significant amounts of Unacceptable Waste including material banned from landfilling (e.g., loads comprised primarily of leaf waste, electronics, etc.). The Owner/Operator may refuse delivery of the entire load or only the portion that contains the unacceptable materials. The Owner/Operator shall notify Waste Haulers prior to the initial waste delivery of the Owner/Operator's waste monitoring program and expected procedures and responsibilities under such program.
- (c) The Owner/Operator's Facility may not reject a load of Acceptable Waste from the County. Reaching the average daily permitted capacity may not be used as a basis for rejecting County-generated loads of Acceptable Waste.

5.4 COMPLAINTS

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

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5.5 TITLE TO MUNICIPAL WASTE

Except in the case where hazardous or Unacceptable Wastes are delivered to the Owner/Operator's Facility, title to the Municipal Waste and any benefits of marketing materials or energy recovery shall pass to the Owner/Operator upon delivery to the Owner/Operator's Facility and acceptance of waste by the Owner/Operator.

5.6 PERMITS

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

Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS

The Owner/Operator shall establish and maintain a system to provide storage and ready retrieval of the Owner/Operator's Facility operating data pertinent to this Agreement, including, but not limited to, all information necessary to verify donated tonnages and calculations for the fee schedule.

6.1 BASIC REPORTING REQUIREMENTS

(a) In-County and Out-of-County Owner/Operators shall provide the County with quarterly reports of all types of waste delivered to the Owner/Operator's Facility that are generated from County sources and delivered to the Owner/Operator's Facility. This report shall include the totals by month for each type of waste. To the extent that reports required to be submitted to PADEP or any other regulatory agency contain the information required by the County, copies of said reports may be submitted to the County to comply with the Owner/Operator's reporting requirements.

(b) Along with quarterly reports, the Owner/Operator shall provide (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/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, and County regulations.

6.2 SPECIAL REPORTING REQUIREMENTS

The Owner/Operator shall provide written notification to the County of any permit modification 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; and (iv) changes in ownership.

6.3 ADMINISTRATIVE INSPECTIONS

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

Article 7. TIPPING FEES AND OTHER CHARGES

7.1 TIPPING FEES

(a) All Waste Haulers shall pay at a maximum the rates set forth in Appendix A, Form A-2 Proposed Rate Schedule, for County-generated Municipal Waste and other wastes/recyclables as identified by Respondents. The rates shall, as applicable, include the following fees: (i) Act 101 host municipality fee plus any additional fee negotiated by the host County or municipality; (ii) Act 101 recycling fee and growing greener fee; (iii) and Act 101 post closure fee.

(b) The County shall not be responsible for any payment to the Owner/Operator of tipping fees incurred by Waste Haulers. All tipping fees shall be paid directly by the Waste Haulers that deliver the waste to the Owner/Operator's Facility. The Owner/Operator shall be responsible for the billing and collection of all tipping fees. The County shall not be responsible for the failure of any Waste Hauler to pay the Owner/Operator's tipping fees.

The Owner/Operator shall not charge a tipping fee to a County hauler that exceeds the maximum rates established by this Agreement for each type of waste. Nothing in this Agreement shall prevent or preclude the Owner/Operator from negotiating alternate tipping fees with any hauler provided such fees do not exceed the maximum rates under this Agreement.

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

(f) The Owner/Operator may petition the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state, or local laws, ordinances, regulations, or permit requirements which were not in effect at the time this Agreement was awarded. The County shall evaluate the evidence submitted and may approve reasonable and justifiable cost adjustments. The County shall not unreasonably deny such cost adjustment.

Article 8. IN-KIND SERVICES

Per the Request for Proposals (RFP), under Appendix A, Form A-3, the County requests interested disposal facility Owners/Operators to offer in-kind services. These may include free disposal of specified quantities of illegal dump waste to benefit the performance of the County solid waste management system and to avoid costs. These in-kind services identified by Owners/Operators and as negotiated by the County and Respondents shall be incorporated within the Disposal Capacity Agreement under this section by reference (**Attachment A-3.1**).

Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The County and the Owner/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.

APPENDIX B

The County shall be designated as an additional insured under all required insurance policies, and the Owner/Operator shall provide the County with copies and certificates of said insurance policies. Each such insurance policy shall provide the County with a thirty (30) day notice of cancellation.

Article 10. INDEMNIFICATION

10.1 INDEMNIFICATION

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

- (a) the negligence or willful misconduct, tortious activity, error or omission of Owner/Operator or its successors or assigns, or any of its officers, agents, employees, contractors or subcontractors in connection with Owner/Operator obligations or rights under this Agreement; and
- (b) the construction, operation, closure, and post-closure care and maintenance of the Owner/Operator's Facility.

The Owner/Operator shall not be liable or required to indemnify or reimburse the County or any County indemnified party for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and other attorney fees arising out of any willful or negligent act, tortious activity, error, or omission of the County or County indemnified parties.

10.2 COOPERATION REGARDING CLAIMS

If either the County or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by the County against the Owner/Operator pursuant to Article 10.1, that 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 the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to or to defend the party failing to give such notice against such claim, demand, action, suit, or proceeding. The County and the Owner/Operator 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 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Owner/Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit, or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County, and to propose, accept, or reject offers of settlement.

Article 11. DISPUTES, DEFAULTS, AND REMEDIES

11.1 RESOLUTION OF DISPUTES

In the event any claim, controversy, or dispute arises between the County and the Owner/Operator, or if any approvals, agreements, or concurrences specified herein shall not have been timely given, the Owner/Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Cameron County, Pennsylvania, in equity or to law to litigate such disputes.

11.2 EVENTS OF DEFAULT BY COUNTY

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

- (a) The Owner/Operator shall have given written notice to the County stating that in its opinion a particular default or defaults (to be described in reasonable detail in such notice) exists which will, unless corrected, constitute a material breach of this Agreement on the part of the County; and
- (b) The County shall have failed to cure such default within thirty (30) days of its receipt of the written notice given pursuant to Article 11.2 (a) above, provided that if the County shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the County's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the County is continuing to take reasonable steps to cure such default within the earliest practicable time.

11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR

The Owner/Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the County or its Waste Haulers delivered to the Owner/Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its obligations under this Agreement.

11.4 FORCE MAJEURE

Neither the Owner/Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss, or expense 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 Owner/Operator or the County and which the Owner/Operator or County was unable to avoid by exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the County within ten (10) working days after the occurrence of the event.

11.5 REMEDIES

- (a) The County and the Owner/Operator agree, except as provided in Article 11.5 (b) and (c) below, in the event of a default by either party under this Agreement, upon the right to recover damages or to be reimbursed for incremental costs associated with Waste Haulers redirecting loads of Municipal Waste to alternative facilities.

APPENDIX B

(b) If within a period of thirty (30) days after the County shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the County to the Owner/Operator.

(c) If within a period of thirty (30) days after the Owner/Operator shall have given written notice to the County that a default has occurred and is continuing, and specifying the nature of the default, the County has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the County.

11.6 WAIVERS

A waiver by either the County or Owner/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 12. TERM AND TERMINATION

12.1 EFFECTIVE DATE

This Agreement shall become effective on January 01, 2021. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

12.2 TERM OF AGREEMENT

The term of this Agreement shall commence on the effective date and shall continue in effect for ten (10) years and is intended to coincide with the 10-year planning period of the County Plan.

12.3 EFFECT OF TERMINATION

Upon the termination of this Agreement, the obligations of the County and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the County or Owner/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 13. MISCELLANEOUS

13.1 ASSIGNMENT

(a) This Agreement may not be assigned by either the County or the Owner/Operator or its rights sold by Owner/Operator except with the written consent of the County or Owner/Operator or as further provided in this Article. The County may, however, contract with a third party or parties for the collection, transportation, processing, and disposal of waste, and such contracting will not be interpreted as an assignment of this Agreement. Further, any Municipality within the political

boundaries of the County and/or any Waste Hauler may avail themselves of the rights of the County under this Agreement without violating the assignment provision, provided, however, that such Municipalities and Waste Haulers will be bound by the covenants of the County in this Agreement. The Owner/Operator shall not assign this Agreement except to a licensed and permitted successor to the Owner/Operator capable of performing all covenants of this Agreement and with ninety (90) days prior written notice to the County and the written consent of the County.

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service. The assignment or delegation of any Agreement duties will not relieve the Owner/Operator or its surety of any liability and/or obligation to perform.

13.2 NOTICES

Except under emergency circumstances 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 courier service, or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

County: Cameron County
 Attn: Tara Newton, Deputy Treasurer
 Cameron County Courthouse
 20 East 5th
 Emporium, PA 15834

Owner/Operator: Evergreen Landfill Inc.
 Attn: Ryan Czarnota
 1310 Luciusboro Rd.
 Blairsville Pa, 15717

Either the County or Owner/Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the County and the Owner/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 County and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

APPENDIX B

13.4 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 County and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or other appropriate actions, and shall to the extent practicable in light of such determination, implement and give effect to the intentions of the County and Owner/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.

13.5 CHANGE OF OWNERSHIP

In the event of any change of control or ownership of the Owner/Operator's Facility, the County shall maintain the right to hold the original Owner solely liable. The County may, however, at its option, determine that the new Owner 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 Owner to assume the rights and duties of the Agreement and release the former Owner of all obligations and liabilities. The new Owner would then be solely liable for the performance of the Agreement and any claims or liabilities under the Agreement.

13.6 GOVERNING LAW

This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the County and Owner/Operator are affixed or of the place or places of performance. The Owner/Operator shall conduct the services provided for in this Agreement in compliance with all applicable federal and state laws and regulations.

13.7 JOINT AND SEVERABLE LIABILITY

If the Owner/Operator is comprised of more than one individual, corporation, or other entity, each of the entities comprising the Owner/Operator shall be jointly and severably liable.

13.8 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 to be a single instrument.

13.9 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 County and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the County for any purpose whatsoever.

13.10 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.

13.11 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.

13.12 NONDISCRIMINATION

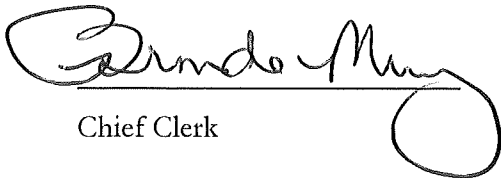
Neither the Owner/Operator nor any subcontractor nor any person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion, or national origin, ancestry, disability, sexual orientation, or union membership.

APPENDIX B


IN WITNESS WHEREOF, the County and Owner/Operator have caused this Municipal Waste Disposal Capacity Agreement to be executed as of the date and year first written.

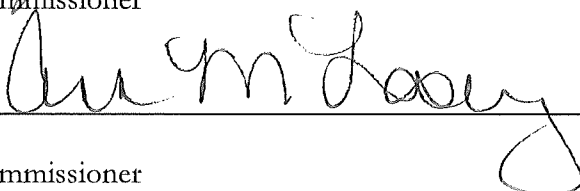
COUNTY OF CAMERON BOARD OF COMMISSIONERS

ATTEST:


Chief Clerk

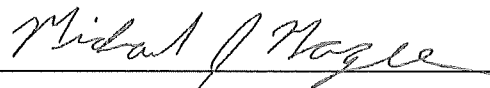

Commissioner


Commissioner


Commissioner

ATTEST:


Ryan Czarnota


OWNER/OPERATOR:

By: _____

Appendix A, Submittal Forms

Form A-3 (Attachment A-3.1)

In-kind Services Clarifications – Waste Management of PA (Evergreen Landfill)

A. Form A-3 Clarifications

This attachment clarifies the in-kind services offered by and to be provided by Waste management Evergreen Landfill, Inc. to Cameron County annually and over the 10-year planning period corresponding to the Cameron County Municipal Waste Management Plan. In-kind services shall be attached to the Disposal Capacity Agreements.

1. Evergreen Landfill shall donate, at no cost to the County, an annual maximum commitment of up to 50 tons or 500 tons over Cameron County's 10-year contract for Disposal Capacity Agreements to process/dispose illegally dumped non-hazardous municipal wastes.
2. Acceptable wastes include any combination of non-hazardous illegally dumped municipal wastes including these materials: garbage, bulk items, and residential C&D.
3. Evergreen landfill will not donate processing services, or accept under this program: tires, electronics, liquids, household hazardous wastes or other wastes that have not been under this agreement.
4. Prior to delivery of any wastes qualifying under the in-kind services and program, a County representative shall notify the disposal facility. The County may request weight receipts for donated tons in order to track quantities processed under the program.

MICHAEL J MAGEE

Written Name of Authorized Representative

Michael J Magee

Signature of Authorized Representative

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APPENDIX B

MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT

COUNTY OF CAMERON

THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this 20th day of August, 2020, by and between the COUNTY OF CAMERON, a political subdivision of the Commonwealth of Pennsylvania (County), and Facility Name (Owner/Operator) Laurel Highlands Landfill, Inc, a Waste Management of Pennsylvania, Inc Company.

Article 1. BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) requires the County, as part of its Municipal Waste Management Plan (Plan), to provide disposal/processing capacity for all County-generated Municipal Waste over the 10-year planning period corresponding with the County Plan. To meet its obligation, the County issued a request for proposals (RFP) to execute Agreements with facilities for the provision of all, or a portion of, County generated Municipal Waste over the designated 10-year term. The Owner/Operator responded to the solicitation, and the County Board of Commissioners accepted the Owner/Operator's proposal. This Agreement provides the terms and conditions under which the Owner/Operator will provide disposal capacity.

The County, as the designated administrator responsible for implementation of the 10-year Municipal Waste Management Plan (Plan), has responsibilities set forth by Act 101 of 1988, and as regulated by the Pennsylvania Department of Environmental Protection (PADEP), to provide for proper disposal of solid wastes and to recover recyclable commodities to advance waste diversion to meet Pennsylvania's 35 percent recycling goal. Due to the County responsibilities under Act 101 of 1988 for disposal and diversion of County-generated municipal solid wastes, and because the activities of waste collection, transportation, and disposal impact the health, safety, and welfare, the County, the waste disposal facilities, processors, and collectors influence the performance of the County's integrated solid waste management system. The County is interested in establishing Agreements to meet disposal capacity assurance and to benefit the efficient and proper management of solid wastes.

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

Article 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, as used in this Agreement, shall have the following meanings:

Acceptable Waste. Municipal waste and all other wastes the facility is permitted to accept under applicable laws and regulations. Where applicable, acceptable or accepted wastes refers to the waste types that shall be accepted by a Facility from Cameron County sources.

APPENDIX B

Act 101. The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988.

Agreement. The Municipal Waste Disposal Capacity Agreement between the County and the Owner/Operator, as amended, or supplemented by other submittals by the Owner/Operator.

Alternative Facility. Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during the temporary or protracted cessation of operation at the 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 (C/D). 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 also includes dredging waste. 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, unused brick and block, and concrete; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps, and vegetative material.

County. The County of Cameron, Commonwealth of Pennsylvania.

Department or PADEP. Pennsylvania Department of Environmental Protection.

Facility. Processing and/or disposal facilities, including municipal waste, construction/demolition and residual waste landfills, resource recovery facilities permitted and licensed for the disposition of Municipal Waste (as defined herein), and/or residual waste. Transfer stations are facilities but are not considered “designated disposal facilities” in the Plan because they do not provide disposal capacity.

Hazardous Waste. A solid waste or combination of solid 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, correctional facilities, and universities.

Leaf Waste. Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a County designated disposal facility or another fully permitted facility.

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.

Municipal waste includes construction/demolition waste, municipal sludges, asbestos, infectious/chemotherapeutic waste, and incinerator ash residue. The term does not include source-separated recyclable materials or material approved by PADEP for beneficial use.

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

Owner/Operator. Any Person who owns, operates, leases, controls, or supervises a Facility, or any permitted successors, assigns, or affiliates.

Owner/Operator's Facility. The Owner/Operator's permitted Facility described in Form A-1, Facility Questionnaire.

Parent. Any corporation, now or at any time or times hereafter, owning or controlling (alone or with any other person or entity) at least a majority of the issued and outstanding capital stock of the Owner/Operator.

Permit. A permit issued by PADEP, or a permit and/or license issued by a state and/or local 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 County Municipal Waste Management Plan approved 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 waste.

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

Unacceptable Waste. Material that by its composition, characteristics or quality is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq.,

APPENDIX B

or other applicable federal, state, or local law or material that the Owner/Operator concludes requires special handling or endangers the landfill, public health or safety, or the environment.

Yard Waste. Leaves, grass clippings, garden residue, tree trimmings, chipped shrubbery, and other vegetative material.

2.2 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 thereof, if any, in Act 101 or the Pennsylvania Solid Waste Management Act or the regulations promulgated thereunder.

Article 3. REPRESENTATIONS

3.1 REPRESENTATIONS OF COUNTY

The County represents and warrants that:

- (a) It is a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, and is duly authorized to carry on the governmental functions and operations contemplated by this Agreement and each other agreement or instrument entered into or to be entered into by the County or the municipalities within the boundaries of the County, pursuant to this Agreement.
- (b) It has the full power, authority, 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.
- (c) This Agreement and other agreements or instruments entered into by the County pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the County and will constitute a legal, valid and binding obligation of the County.
- (d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the County, threatened against or adversely affecting the ability of the County to perform its obligations hereunder.

3.2 REPRESENTATIONS OF OWNER/OPERATOR

The Owner/Operator represents and warrants to the County that:

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency or agencies.
- (b) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, or under the appropriate state regulatory agency or agencies, 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 Owner/Operator, and will constitute a legal, valid and binding obligation.

(e) The execution, delivery, and performance hereof by the Owner/Operator: (i) has the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulation applicable to the Owner/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 Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.

(f) This Agreement has been duly authorized, executed and delivered by the Owner/Operator, and constitutes a legal, valid and binding obligation of the Owner/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 Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.

(h) Except as disclosed within the Submittal Forms for Municipal Solid Waste Disposal Services contained in the County's solicitation attached hereto and incorporated herein by reference, the Owner/Operator is not a subsidiary of any Parent.

3.3 PARENT GUARANTEE

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

3.4 DESIGNATION AS PROCESSING/DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the County hereby agrees to include the Owner/Operator's Facility in its Plan as a designated processing/disposal facility for Municipal Waste generated in the County. The Owner/Operator acknowledges that this Agreement is nonexclusive, and the County may enter into agreements with other facilities to perform the same work and services that the Owner/Operator is contracted to perform hereunder. At no time during the term of this Agreement shall the County be obligated to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will take place. If ultimate disposal is to be in a facility that is not a County Designated Facility, the Owner/Operator must furnish proof that the facility holds a valid permit in the state where it is located and that it meets all appropriate federal, state and local rules, regulations and guidelines.

Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in **Appendix A, Submittal Forms**:

APPENDIX B

- (a) The County may, at its option, cause to be delivered to the Owner/Operator's Facility during the receiving times all, part or none of the Acceptable Waste generated in the County.
- (b) The County or any Waste Hauler shall notify the Owner/Operator that it intends to exercise its right to deliver Acceptable Waste to the Owner/Operator's Facility prior to commencing the delivery of such wastes.
- (c) The Owner/Operator shall provide processing and/or disposal capacity as may be needed by the County for all Acceptable Waste generated within the geographic boundaries of the County and that the County may cause to be delivered to the Owner/Operator's Facility. This shall include the delivery of Acceptable Waste on an occasional basis by individual County residents in small vehicles. The Owner/Operator and the County shall, from time to time, agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.
- (d) The Owner/Operator shall provide in-kind processing and/or disposal and other in-kind services as clarified in completed Form A-3 and including any supplemental documentation clarifying the In-kind Services.

4.2 RELEASE FROM COMMITMENT

The Owner/Operator may at any time request that the County release it from its commitment to provide all or part of the reserved capacity required. Such request shall be in writing and shall set forth the basis for the request. The County shall, in good faith, review the Owner/Operator's request, based on the County's ability to ensure sufficient disposal capacity for Municipal Waste estimated to be generated during that particular calendar year, and make a determination within ten (10) business days of receipt of the request. If the request does not jeopardize the County's ability to ensure sufficient disposal capacity, it shall grant the Owner/Operator's request. The County's decision shall be in writing and delivered to the Owner/Operator.

The Owner/Operator may dispute the County's decision by giving the County a written request for resolution of the dispute within five (5) working days of receipt of the decision. The dispute resolution shall be conducted in accordance with the provisions and rules under which the Court of Common Pleas of Cameron County, Pennsylvania, operates. The sole issue to be arbitrated is whether the requested release can be granted without jeopardizing the ability of the County to ensure sufficient disposal capacity for Municipal Waste generated in the County for that year. Any decision of the arbitrator shall be final and binding on both parties. During resolution of any dispute, the Owner/Operator and the County shall each continue to perform all of their respective obligations under this Agreement without interruption or slowdown.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

- (a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/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 appropriate certification agency

recorded the last verified scale weights. The County or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Waste Haulers may use another certified scale of their choice, or the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

5.2 RECEIVING TIME/HOURS OF OPERATION

- (a) The Owner/Operator's Facility shall be available to receive waste during the receiving times specified in Forms contained in Appendix A, attached hereto, and incorporated herein by reference.
- (b) If the County or a Waste Hauler requests and the Owner/Operator agrees, a Waste Hauler may deliver waste at times in addition to the specified receiving times at a cost that may exceed the fees herein as mutually agreed upon by such Waste Hauler and the Owner/Operator.
- (c) Upon request by the County, the Owner/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.

5.3 RIGHT TO REFUSE DELIVERY

- (a) Except as noted in Article 4.2, the Owner/Operator may refuse waste delivered at hours other than the specified receiving times.
- (b) The Owner/Operator shall have the right and discretion to inspect any load entering the Owner/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; or (iii) loads containing significant amounts of Unacceptable Waste including material banned from landfilling (e.g., loads comprised primarily of leaf waste, electronics, etc.). The Owner/Operator may refuse delivery of the entire load or only the portion that contains the unacceptable materials. The Owner/Operator shall notify Waste Haulers prior to the initial waste delivery of the Owner/Operator's waste monitoring program and expected procedures and responsibilities under such program.
- (c) The Owner/Operator's Facility may not reject a load of Acceptable Waste from the County. Reaching the average daily permitted capacity may not be used as a basis for rejecting County-generated loads of Acceptable Waste.

5.4 COMPLAINTS

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

APPENDIX B

5.5 TITLE TO MUNICIPAL WASTE

Except in the case where hazardous or Unacceptable Wastes are delivered to the Owner/Operator's Facility, title to the Municipal Waste and any benefits of marketing materials or energy recovery shall pass to the Owner/Operator upon delivery to the Owner/Operator's Facility and acceptance of waste by the Owner/Operator.

5.6 PERMITS

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

Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS

The Owner/Operator shall establish and maintain a system to provide storage and ready retrieval of the Owner/Operator's Facility operating data pertinent to this Agreement, including, but not limited to, all information necessary to verify donated tonnages and calculations for the fee schedule.

6.1 BASIC REPORTING REQUIREMENTS

(a) In-County and Out-of-County Owner/Operators shall provide the County with quarterly reports of all types of waste delivered to the Owner/Operator's Facility that are generated from County sources and delivered to the Owner/Operator's Facility. This report shall include the totals by month for each type of waste. To the extent that reports required to be submitted to PADEP or any other regulatory agency contain the information required by the County, copies of said reports may be submitted to the County to comply with the Owner/Operator's reporting requirements.

(b) Along with quarterly reports, the Owner/Operator shall provide (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/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, and County regulations.

6.2 SPECIAL REPORTING REQUIREMENTS

The Owner/Operator shall provide written notification to the County of any permit modification 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; and (iv) changes in ownership.

6.3 ADMINISTRATIVE INSPECTIONS

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

Article 7. TIPPING FEES AND OTHER CHARGES

7.1 TIPPING FEES

(a) All Waste Haulers shall pay at a maximum the rates set forth in Appendix A, Form A-2 Proposed Rate Schedule, for County-generated Municipal Waste and other wastes/recyclables as identified by Respondents. The rates shall, as applicable, include the following fees: (i) Act 101 host municipality fee plus any additional fee negotiated by the host County or municipality; (ii) Act 101 recycling fee and growing greener fee; (iii) and Act 101 post closure fee.

(b) The County shall not be responsible for any payment to the Owner/Operator of tipping fees incurred by Waste Haulers. All tipping fees shall be paid directly by the Waste Haulers that deliver the waste to the Owner/Operator's Facility. The Owner/Operator shall be responsible for the billing and collection of all tipping fees. The County shall not be responsible for the failure of any Waste Hauler to pay the Owner/Operator's tipping fees.

The Owner/Operator shall not charge a tipping fee to a County hauler that exceeds the maximum rates established by this Agreement for each type of waste. Nothing in this Agreement shall prevent or preclude the Owner/Operator from negotiating alternate tipping fees with any hauler provided such fees do not exceed the maximum rates under this Agreement.

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

(f) The Owner/Operator may petition the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state, or local laws, ordinances, regulations, or permit requirements which were not in effect at the time this Agreement was awarded. The County shall evaluate the evidence submitted and may approve reasonable and justifiable cost adjustments. The County shall not unreasonably deny such cost adjustment.

Article 8. IN-KIND SERVICES

Per the Request for Proposals (RFP), under Appendix A, Form A-3, the County requests interested disposal facility Owners/Operators to offer in-kind services. These may include free disposal of specified quantities of illegal dump waste to benefit the performance of the County solid waste management system and to avoid costs. These in-kind services identified by Owners/Operators and as negotiated by the County and Respondents shall be incorporated within the Disposal Capacity Agreement under this section by reference (**Attachment A-3.1**).

Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The County and the Owner/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.

APPENDIX B

The County shall be designated as an additional insured under all required insurance policies, and the Owner/Operator shall provide the County with copies and certificates of said insurance policies. Each such insurance policy shall provide the County with a thirty (30) day notice of cancellation.

Article 10. INDEMNIFICATION

10.1 INDEMNIFICATION

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

- (a) the negligence or willful misconduct, tortious activity, error or omission of Owner/Operator or its successors or assigns, or any of its officers, agents, employees, contractors or subcontractors in connection with Owner/Operator obligations or rights under this Agreement; and
- (b) the construction, operation, closure, and post-closure care and maintenance of the Owner/Operator's Facility.

The Owner/Operator shall not be liable or required to indemnify or reimburse the County or any County indemnified party for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and other attorney fees arising out of any willful or negligent act, tortious activity, error, or omission of the County or County indemnified parties.

10.2 COOPERATION REGARDING CLAIMS

If either the County or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by the County against the Owner/Operator pursuant to Article 10.1, that 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 the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to or to defend the party failing to give such notice against such claim, demand, action, suit, or proceeding. The County and the Owner/Operator 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 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Owner/Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit, or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County, and to propose, accept, or reject offers of settlement.

Article 11. DISPUTES, DEFAULTS, AND REMEDIES

11.1 RESOLUTION OF DISPUTES

In the event any claim, controversy, or dispute arises between the County and the Owner/Operator, or if any approvals, agreements, or concurrences specified herein shall not have been timely given, the Owner/Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Cameron County, Pennsylvania, in equity or to law to litigate such disputes.

11.2 EVENTS OF DEFAULT BY COUNTY

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

- (a) The Owner/Operator shall have given written notice to the County stating that in its opinion a particular default or defaults (to be described in reasonable detail in such notice) exists which will, unless corrected, constitute a material breach of this Agreement on the part of the County; and
- (b) The County shall have failed to cure such default within thirty (30) days of its receipt of the written notice given pursuant to Article 11.2 (a) above, provided that if the County shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the County's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the County is continuing to take reasonable steps to cure such default within the earliest practicable time.

11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR

The Owner/Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the County or its Waste Haulers delivered to the Owner/Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its obligations under this Agreement.

11.4 FORCE MAJEURE

Neither the Owner/Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss, or expense 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 Owner/Operator or the County and which the Owner/Operator or County was unable to avoid by exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the County within ten (10) working days after the occurrence of the event.

11.5 REMEDIES

- (a) The County and the Owner/Operator agree, except as provided in Article 11.5 (b) and (c) below, in the event of a default by either party under this Agreement, upon the right to recover damages or to be reimbursed for incremental costs associated with Waste Haulers redirecting loads of Municipal Waste to alternative facilities.

APPENDIX B

(b) If within a period of thirty (30) days after the County shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the County to the Owner/Operator.

(c) If within a period of thirty (30) days after the Owner/Operator shall have given written notice to the County that a default has occurred and is continuing, and specifying the nature of the default, the County has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the County.

11.6 WAIVERS

A waiver by either the County or Owner/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 12. TERM AND TERMINATION

12.1 EFFECTIVE DATE

This Agreement shall become effective on January 01, 2021. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

12.2 TERM OF AGREEMENT

The term of this Agreement shall commence on the effective date and shall continue in effect for ten (10) years and is intended to coincide with the 10-year planning period of the County Plan.

12.3 EFFECT OF TERMINATION

Upon the termination of this Agreement, the obligations of the County and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the County or Owner/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 13. MISCELLANEOUS

13.1 ASSIGNMENT

(a) This Agreement may not be assigned by either the County or the Owner/Operator or its rights sold by Owner/Operator except with the written consent of the County or Owner/Operator or as further provided in this Article. The County may, however, contract with a third party or parties for the collection, transportation, processing, and disposal of waste, and such contracting will not be interpreted as an assignment of this Agreement. Further, any Municipality within the political

boundaries of the County and/or any Waste Hauler may avail themselves of the rights of the County under this Agreement without violating the assignment provision, provided, however, that such Municipalities and Waste Haulers will be bound by the covenants of the County in this Agreement. The Owner/Operator shall not assign this Agreement except to a licensed and permitted successor to the Owner/Operator capable of performing all covenants of this Agreement and with ninety (90) days prior written notice to the County and the written consent of the County.

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service. The assignment or delegation of any Agreement duties will not relieve the Owner/Operator or its surety of any liability and/or obligation to perform.

13.2 NOTICES

Except under emergency circumstances 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 courier service, or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

County: Cameron County
 Attn: Tara Newton, Deputy Treasurer
 Cameron County Courthouse
 20 East 5th
 Emporium, PA 15834

Owner/Operator: Laurel Highlands Landfill Inc.
 Attn: Ryan Czarnota
 260 Laurel Ridge Rd
 Johnstown PA, 15909

Either the County or Owner/Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the County and the Owner/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 County and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

APPENDIX B

13.4 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 County and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or other appropriate actions, and shall to the extent practicable in light of such determination, implement and give effect to the intentions of the County and Owner/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.

13.5 CHANGE OF OWNERSHIP

In the event of any change of control or ownership of the Owner/Operator's Facility, the County shall maintain the right to hold the original Owner solely liable. The County may, however, at its option, determine that the new Owner 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 Owner to assume the rights and duties of the Agreement and release the former Owner of all obligations and liabilities. The new Owner would then be solely liable for the performance of the Agreement and any claims or liabilities under the Agreement.

13.6 GOVERNING LAW

This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the County and Owner/Operator are affixed or of the place or places of performance. The Owner/Operator shall conduct the services provided for in this Agreement in compliance with all applicable federal and state laws and regulations.

13.7 JOINT AND SEVERABLE LIABILITY

If the Owner/Operator is comprised of more than one individual, corporation, or other entity, each of the entities comprising the Owner/Operator shall be jointly and severably liable.

13.8 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 to be a single instrument.

13.9 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 County and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the County for any purpose whatsoever.

13.10 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.

13.11 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.

13.12 NONDISCRIMINATION

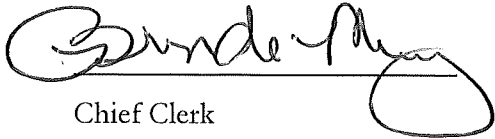
Neither the Owner/Operator nor any subcontractor nor any person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion, or national origin, ancestry, disability, sexual orientation, or union membership.


APPENDIX B

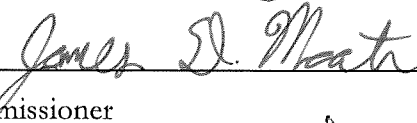
IN WITNESS WHEREOF, the County and Owner/Operator have caused this Municipal Waste Disposal Capacity Agreement to be executed as of the date and year first written.

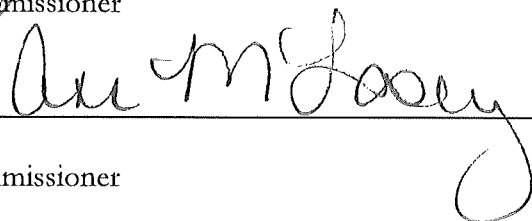
COUNTY OF CAMERON BOARD OF COMMISSIONERS

ATTEST:


Chief Clerk

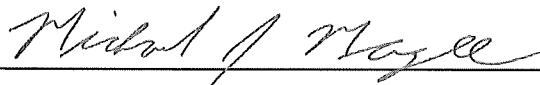

Commissioner


Commissioner


Commissioner

ATTEST:


Ryan Czarnota


OWNER/OPERATOR:

By: _____

Appendix A, Submittal Forms

Form A-3 (Attachment A-3.1)

In-kind Services Clarifications – Waste Management of PA (Laurel Highlands Landfill)

A. Form A-3 Clarifications

This attachment clarifies the in-kind services offered by and to be provided by Waste management Laurel Highlands Landfill, Inc. to Cameron County annually and over the 10-year planning period corresponding to the Cameron County Municipal Waste Management Plan. In-kind services shall be attached to the Disposal Capacity Agreements.

1. Laurel Highlands Landfill shall donate, at no cost to the County, an annual maximum commitment of up to 50 tons or 500 tons over Cameron County's 10-year contract for Disposal Capacity Agreements to process/dispose illegally dumped non-hazardous municipal wastes.
2. Acceptable wastes include any combination of non-hazardous illegally dumped municipal wastes including these materials: garbage, bulk items, and residential C&D.
3. Laurel Highlands landfill will not donate processing services, or accept under this program: tires, electronics, liquids, household hazardous wastes or other wastes that have not been under this agreement.
4. Prior to delivery of any wastes qualifying under the in-kind services and program, a County representative shall notify the disposal facility. The County may request weight receipts for donated tons in order to track quantities processed under the program.

MICHAEL J MAGEE

Written Name of Authorized Representative

Michael J Magee

Signature of Authorized Representative

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APPENDIX B

RESOLUTION OF ADOPTION

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County of Cameron
20 East 5th Street
Emporium, PA 15834
Tele: 814/486-2315
Fax: 814/486-3176
camcocomm@cameroncountypa.com

Cameron County Commissioners
Lori J. Reed, Chair
James D. Moate
Ann M. Losey

Solicitor, **Edwin W. Tompkins III**

COUNTY OF CAMERON
RESOLUTION No. 2020-13

Adoption of the Cameron County Municipal Waste Management Plan

WHEREAS: The County is given the primary responsibility, power and duty to carry out the goals of Act 101, known as the Municipal Waste Planning, Recycling and Waste Reduction Act of 1988.

WHEREAS: The County has updated the proposed County Municipal Waste Management Plan, with participation of the Solid Waste Advisory Committee, as required in accordance with PA Department of Environmental Protection regulations, and Commonwealth and federal law, to dispose of waste generated within Cameron County over the next ten-year period; and

WHEREAS: The Commissioners of Cameron County have reviewed the County Municipal Waste Management Plan.

NOW THEREFORE BE IT RESOLVED: The Commissioners of Cameron County, by this Resolution, do hereby accept and approve the County Municipal Waste Management Plan as set forth herein.

ADOPTED as a RESOLUTION this 12th day of November, 2020

BOARD OF COMMISSIONERS

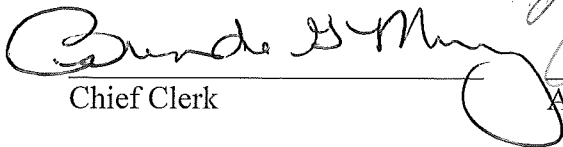


Lori J Reed, Chair

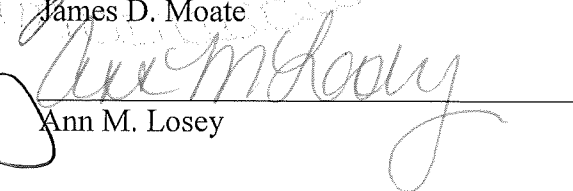


James D. Moate

Attest:



Chief Clerk



Ann M. Losey

"The Heart of the Wilds"

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APPENDIX C

SWAC MEETING MINUTES

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MEETING AGENDA & MINUTES

SOLID WASTE ADVISORY COMMITTEE MEETING – SWAC (1)

DATE: 12-12-19

ATTENDEES

- Tara Newton, Cameron County Treasurer/Recycling Coordinator
- Steven Deasy, MSW Consultants
- SWAC and other Participants (see Sign-in Sheet)

AGENDA

1. **Introductions**
2. **Plan Purpose & Requirements**
3. **Waste Generation**
4. **Recycling Rate**
5. **Open Discussion**

MEETING MINUTES

Purpose: This initial SWAC meeting introduced Cameron County SWAC members to the solid waste planning process and approach by MSW Consultants to complete the State-required 10-year Municipal Solid Waste Management Plan update (MWMP). MSW Consultants was contracted by the County to lead the solid waste planning process. Steve Deasy from MSW Consultants facilitated the SWAC meeting and presentation. The SWAC provided feedback during open discussions to identify review challenges facing the County and to provide input on project goals.

Steve Deasy introduced the planning purpose and approach to the attendees and provided a brief description of Pennsylvania work experience by MSW Consultants. Attendees were diverse and included representation from municipalities, Commissioners, the Conservation District, and Emergency Management. In summary, Steve Deasy reviewed the following key items:

- Explanation of the County's obligation to complete 10-year plan reviews
- Key planning requirements including the requirement to secure disposal capacity for all County-generated municipal waste. It was noted that we can request disposal facilities to donate free disposal for illegal dump waste.
- Clarification that PADEP confirmed the Plan is a non-substantial update.
- Overview of plan review procedures, approval and adoption process
- Expectations and anticipated level of involvement from SWAC members (e.g., 2-3 meetings)
- Technical requirements of plan for public participation and adoption by Commissioners
- Sustainability aspects of the plan to strive toward State diversion goals and to seek funding to support Plan administration and any programs proposed for the 10-year planning period.
- Projected Waste Generation rates to ensure that adequate capacity is secured. Municipal waste is projected to decrease gradually since the population is expected to decrease over the 10-year planning period.

MEETING MINUTES

Open Discussion

During open discussions the following items were discussed:

- *Community Event Waste Management* – The Emporium Borough represented noted that there are events in Emporium Borough where the Borough crews have to manage the waste and the residents bear the cost for these services. Steve Deasy described an alternative where the organization has to register its event, and if the attendee size expected is above a certain threshold (e.g., 100 person), that it is required to secure a waste hauler (which could be a private hauler or the services of Emporium Borough).
- *Disaster Debris Management* – A SWAC member asked if disaster debris would be addressed in the Plan, noting that the EPA has funding for developing a debris management plan. Steve Deasy noted that disaster debris management was not in any County Municipal Waste Management Plans to his knowledge, but noted that a concise statement about evaluating debris management and seeking funding could be added.
- *Recyclables Collection and Efficiency* – A discussion was held about recycling services including those provided by Emporium Borough. The Borough represented noted that they take small quantities of cardboard to St. Mary's and get no revenue in return. Steve Deasy commented that it is important to rethink the collection method to make sure much larger quantities of cardboard are delivered each route. Options discussed included using a packer truck to collect cardboard dumpsters with slotted openings and using a cardboard compactor staged at the Recycling Center or at another location like a municipal yard.

Meeting adjourned at 7:15 p.m.

CAMERON COUNTY SWAC MEETING SIGN IN SHEET

Cameron County
20 East 5th Street, Suite 106
Emporium, PA 15834

Telephone: (814) 486-9335
FAX: (814) 486-3176

Gara Newton
County Representative/Official

Title: Cameron County Solid Waste Advisory Committee (SWAC) Meeting (1)		Date: 12-12-19	
		Star Time: 6:00 p.m.	
		End Time: 7:15 p.m.	
		Venue: Cameron County Courthouse, Commissioner Conference RM	
Meeting Called By:	Cameron County	Facilitated By:	MSW Consultants, Steve Deasy
NAME		ORGANIZATION	ON SWAC (Y/N)
Tara Newton		Recycling Coord.	Y
Lond Real		Commissioner Chair	Y
James Moste		Commissioner-Elect	Y
Jenni Diken		Conservation	Y
Don REED		Emporium Borough	Y
Josh Groeger		Emporium Borough	Y
Ann Dyer		Comm Elect	Y
Anne Horning		Business Owner - Crown Realty	Y
Garrott Lantry		Shippen Twp / Emporium Boro	Y
Alem Johnson		Cameron County EMA	Y

MEETING AGENDA & MINUTES

SOLID WASTE ADVISORY COMMITTEE MEETING – SWAC (2)

DATE: 10-28-20

ATTENDEES

- Tara Newton, Cameron County Treasurer/Recycling Coordinator
- Steven Deasy, MSW Consultants
- SWAC and other Participants (see Sign-in Sheet)

AGENDA

1. **Plan Requirements**
2. **Chap 1-5 Updates**
3. **Chap 6-12 Updates**
4. **Plan Finalization**
5. **Open Discussion**

MEETING MINUTES

Purpose: This second and final SWAC meeting was used to recap the Cameron County planning process, review key elements of the Plan and to engaged SWAC members. The SWAC was invited to comment on the final draft of the State-required 10-year Municipal Solid Waste Management Plan update (MWMP). Steve Deasy from MSW Consultants facilitated the SWAC meeting and presentation. The SWAC provided feedback during the open discussion session. Steve Deasy outlined the Plan and DEP's requirements, highlighting the requirements to:

- Demonstrate 10 years of disposal capacity for county wastes for the next 10 years.
 - Cameron County disposal contracts have been executed to meet this requirement.
- Demonstrate recycling initiatives that advance towards Pennsylvania's diversion target of 35%.
 - The County has an 8.2 diversion rate and continues its drop-off recycling program.
- The County developed the Plan with input from the Solid Waste Advisory Committee.
 - The Plan data was updated to reflect current programs and quantities of waste and recyclables and included justification by the County to continue its waste and recycling programs. Cameron County proposes no major changes to waste and recycling programs.

Open Discussion

During open discussions the following items were discussed:

- *Community Event Waste Management* – Steve Deasy reviewed how Emporium Borough could request organizations/vendors to register large events (say those over 100 attendees) and require event organizers/ vendors to secure a waste hauler (a private hauler or Emporium Borough).
- *Covid 19 Impact on the Waste Industry* – A SWAC member asked how Covid-19 impacted the waste industry. Steve Deasy commented on increased residential waste and cardboard and decrease in commercial waste. The industry is increasing trash fees, in part to make up for commercial sector losses. In urban areas Covid-19 illness and quarantining has created difficulties in maintaining staffing to process material and to perform collections.

Meeting adjourned at 6:30 p.m.

CAMERON COUNTY SWAC MEETING SIGN IN SHEET

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Lara J Newton
County Representative/Official

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