



JEFFERSON COUNTY MUNICIPAL SOLID WASTE MANAGEMENT PLAN UPDATE 2017-2026

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INTRODUCTION

LAWS AND REGULATIONS PERTAINING TO SOLID WASTE MANAGEMENT

Purpose of Municipal Solid Waste Management Plan

The purpose of this planning document is to update the 2003 Jefferson County Municipal Solid Waste Management Plan (Plan) which was adopted by the County and approved by the Pennsylvania Department of Environmental Protection (DEP). This update will describe the County's existing and proposed municipal waste management programs and update all relevant and out-of-date information from the 2003 Plan. It will ensure environmentally safe disposal of and maximum feasible recycling of municipal solid waste generated in Jefferson County for a ten-year period. The DEP "Guidelines for the Development and Implementation of County Municipal Waste Management Plan Revisions" (Document #254-2212-504), as well as the regulations cited below will be used in completing this update. As noted in the Guidelines, the County is not required to revise the entire content of its Plan when submitting a plan update to the DEP for approval. Therefore, due to minimal changes in the County's municipal waste management system over the past decade a full revision of the 2003 Plan is not anticipated.

Act 97, the Solid Waste Management Act of 1980

The Solid Waste Management Act of July 7, 1980 P. L. 380, No. 97 (Act 97) was enacted to provide for the planning and regulation of solid waste storage, collection, transportation, processing, treatment and disposal. Act 97 and its regulations require each municipality, including counties that meet certain criteria, to prepare a Municipal Waste Management Plan.

The Act gave each municipality, including counties and municipal authorities, the responsibility for the collection, transportation, processing, and disposal of the municipal waste, which is generated or present within its boundaries. Act 97 also requires permits for the construction and operation of all solid waste facilities. The Act directs the Environmental Quality Board to adopt rules, regulations, standards, and procedures, authorizes the DEP and municipalities to enforce the rules, and authorizes the DEP to issue permits.

Act 97 also governs hazardous waste management and industrial residual waste management and the relevant regulations promulgated pursuant to the Act.

Act 101, the Municipal Waste Planning, Recycling and Waste Reduction Act of 1988

The Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, 53 P.S. 4000.101 et seq. (Act 101) which became effective September 26, 1988, supplemented Act 97 as the Act applies to recycling, municipal waste management planning, and the regulation of processing and disposal facilities.

The Act contains a number of major provisions. First, the Act creates a clear division of responsibility and authority between counties and local municipalities. Where Act 97 had given both counties and municipalities the responsibility and authority for waste storage, collection, transportation, processing, and disposal, Act 101 assigns responsibility and authority for processing and disposal to counties and reserves storage, collection, and transportation for municipalities other than counties.

Act 101 directs counties to prepare Municipal Waste Management Plans and have them approved by DEP. The Act provides each county the power and duty to implement its approved Plan as it relates to processing and disposal. An important power delegated to counties in this regard is the authority to adopt an ordinance directing waste to facilities designated in the Plan.

Act 101 contains extensive provisions regarding recycling. The Act set a goal of recycling at least thirty-five percent (35%) of all municipal waste and source-separated recyclable materials. County plans are required to consider recycling in detail and to provide for the maximum feasible development and implementation of recycling programs. By April 1 of each year, each County is required to submit a report to the DEP describing the quantity of materials recycled in the County in the previous year. In addition, the Act requires municipalities with populations exceeding 5,000 and population density exceeding 300 persons per square mile to implement a residential curbside recycling program and to mandate recycling at commercial, municipal, and institutional establishments. It further requires operators of municipal waste landfills and resource recovery facilities to provide recycling drop-off centers.

Act 101 establishes a Recycling Fee of \$2.00 per ton of waste received, payable to the state by operators of municipal waste landfills and resource recovery facilities. The fee collections are dedicated to the grant programs established by the Act. Section 901 of the Act establishes grant funding for eighty percent (80%) of the approved cost of county plans and of feasibility studies and project development costs for waste processing or disposal facilities. Section 902 establishes grant funding for 90 percent (90%) of the approved cost of establishing a municipal recycling program. Section 903 provides for grants to cover fifty percent (50%) of the approved cost of salary and expenses of county recycling coordinators. Finally, Section 904 establishes Performance Grants for municipal recycling programs. These grants are based on the population of the municipality and the type and weight of materials recycled.

Act 90, the Pennsylvania Waste Transportation Safety Act of 2002

The Pennsylvania Waste Transportation Safety Act of 2002 (Act 90) requires owners of waste transportation vehicles (trucks registered for more than 17,000 pounds and trailers registered for more than 10,000 pounds) that regularly transport municipal or residual waste to a processing or disposal facility in the state to obtain written authorization from the DEP. Municipal or residual waste processing or disposal facilities are prohibited from accepting waste from vehicles that do not have a valid authorization sticker.

State Municipal Waste Management Regulations

On April 9, 1988, the Pennsylvania Environmental Quality Board revised regulations pertaining to municipal waste storage, collection, transportation, processing, and disposal. The regulations were added as Chapters 271 - 285 (non-inclusive) of Title 25 of the Pennsylvania Code. Chapter 271 sets forth general requirements for permits and permit application procedures that are applicable to all municipal waste management activities. Other Chapters set forth permit application requirements and operating requirements specific to municipal waste landfills, land application of sewage sludge, construction/demolition waste landfills, transfer facilities, composting facilities, and resource recovery and other processing facilities. The revised landfill design requirements are considerably stricter than the previous requirements.

Federal Regulation

The Federal Resource Conservation and Recovery Act (RCRA) addresses the treatment, storage, transportation, and disposal of hazardous and non-hazardous wastes. The United States Environmental Protection Agency's (EPA) rulemaking and enforcement under this Act has been limited almost exclusively to hazardous waste. The EPA proposed non-hazardous solid waste landfill regulations under RCRA in 1988. In addition, as authorized under the Federal Clean Water Act, the EPA has proposed regulations governing the land application and composting of wastewater sewage sludge. However, the DEP currently enforces its own regulations in Pennsylvania, and will continue to exercise enforcement authority over sewage sludge disposal.

CHAPTER 1: DESCRIPTION OF WASTE

LOCATION

Jefferson County, located in central western Pennsylvania, is bordered on the south by Indiana County, on the east by Clearfield County, on the north by Elk and Forest Counties, and on the west by Clarion and Armstrong Counties as shown in Figure 1. Interstate 80 and U.S. 322 pass through the central portion, U.S. Route 119 passes through the southeastern portion, PA Route 28 is in the north eastern and west central portion of the County and PA Route 36 runs north to south through the County.

Jefferson County is made up of 34 municipalities that include 11 boroughs, and 23 townships as shown in Figure 2. The major concentrations of both population and economic activity are in Brockway, Brookville, Punxsutawney, Reynoldsville, and their surrounding areas.

The major economic activities in the County are light and heavy manufacturing, institutional establishments (medical), forest products industry, agriculture, and local, state and federal government services. Jefferson County is also the home to the DuBois Regional Airport which provides daily commuter flights and freight service for area industries.

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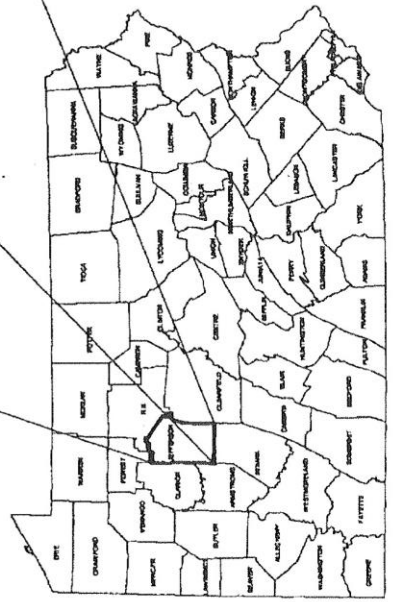
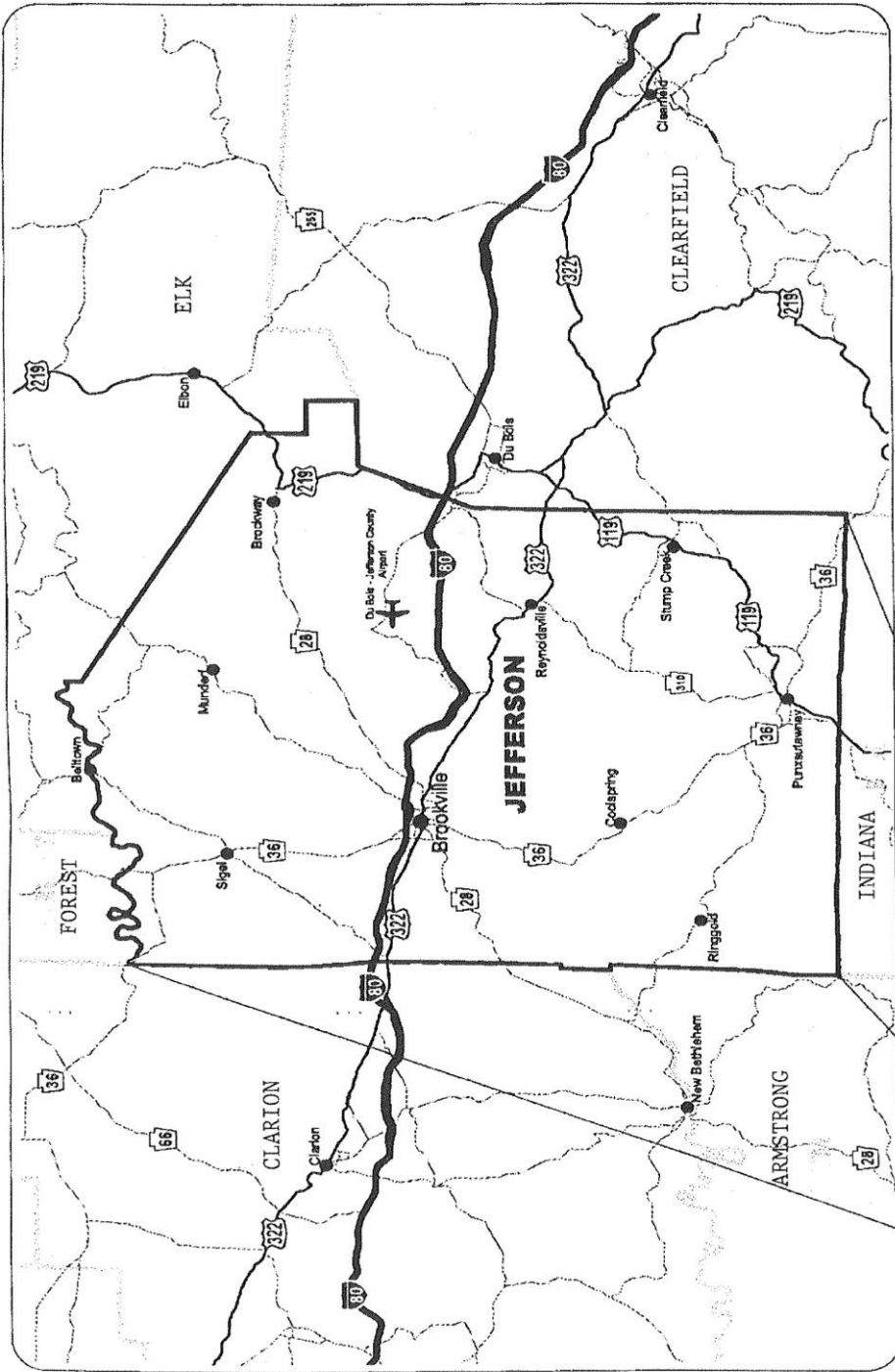
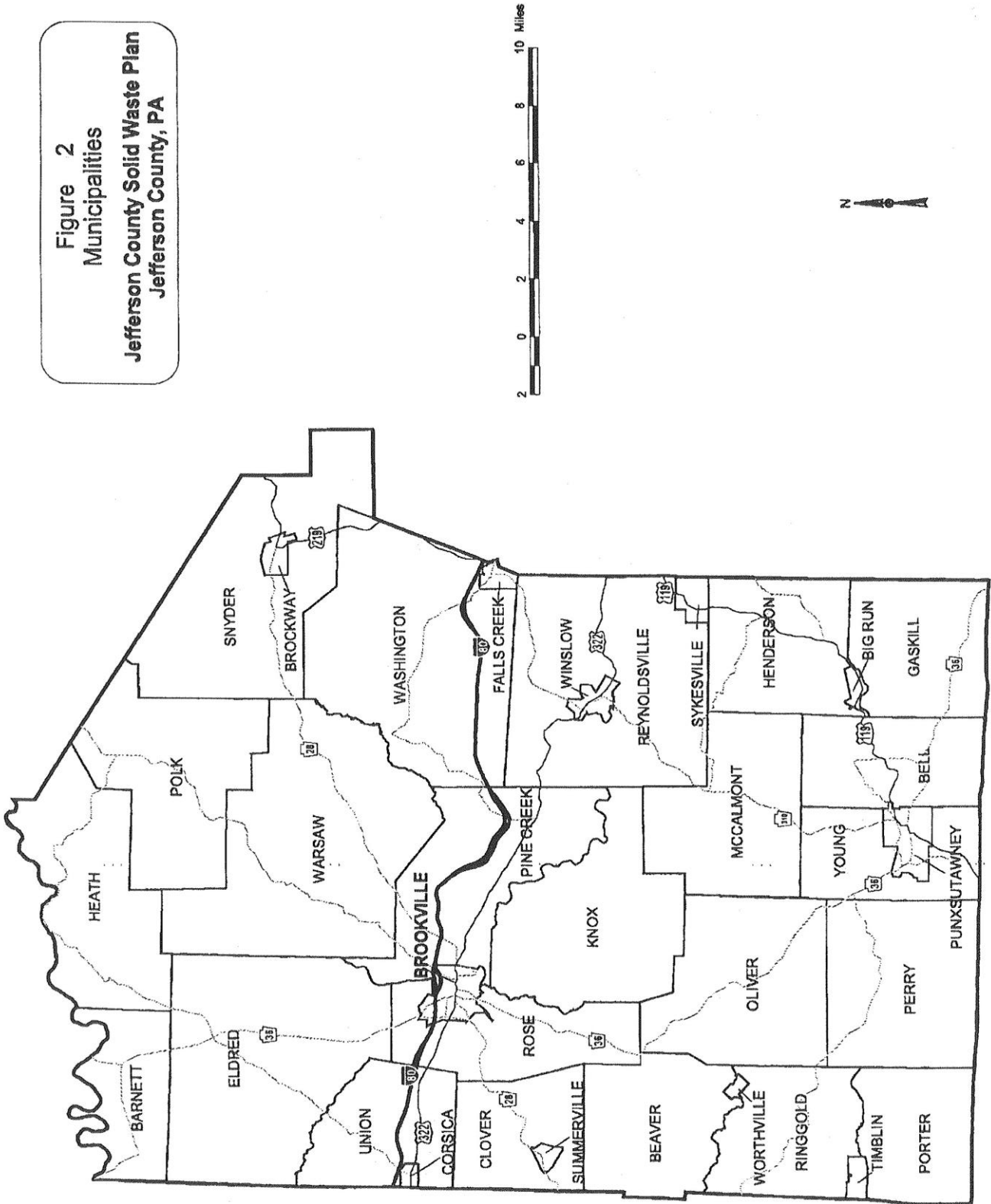


Figure 1
Location Map
 Jefferson Solid Waste Plan
 Jefferson County, PA

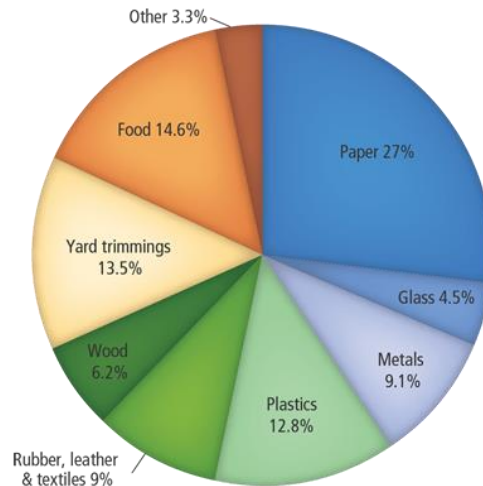
Figure 2
Municipalities
Jefferson County Solid Waste Plan
Jefferson County, PA



MUNICIPAL SOLID WASTE STREAM

Jefferson County's Municipal Solid Waste (MSW) stream is comprised of various items that are commonly thrown away after being used. It includes such items as paper, packaging, plastics, food, furniture, appliances and electronics. MSW is generated by residences, businesses, institutions, industrial offices and cafeterias. It is generated in various settings: home, work, travel and recreation. According to the EPA in a 2013 MSW study, paper and paperboard (27%), food (14.6%) and yard trimmings (13.5%) made up the first three largest components of MSW generated in the United States. Followed by plastics (12.8%), metals (9.1%), rubber, leather and textiles (9%), wood (6.2%) glass (4.5%), and other (3.3%) as shown in Figure 3.

Figure 3: Total MSW Generation in the United States 2013

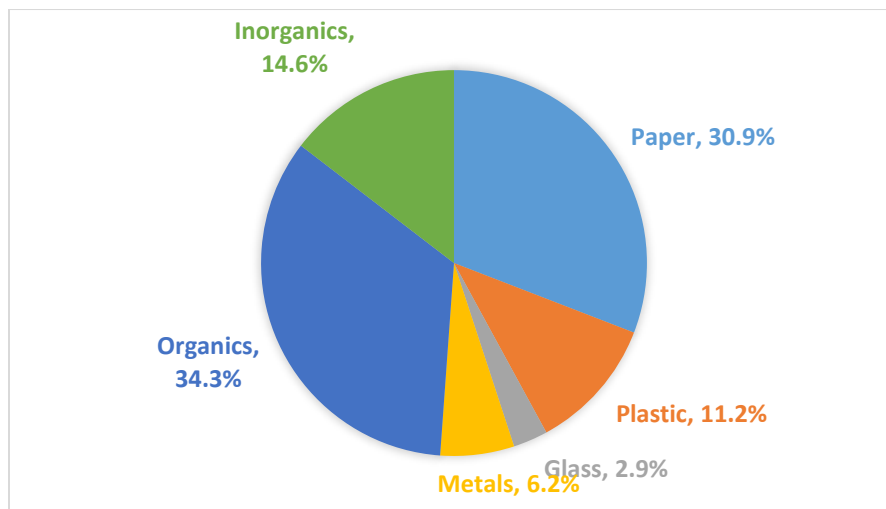


Source: EPA

In Pennsylvania, the most recent MSW study was done in 2003 by R.W. Beck. A waste audit was conducted by region between the years 2001-2002. At that time, the composition of the MSW being disposed of in the northwest region of the State, where the majority of Jefferson County waste is disposed of, consisted of organics (34.3%), paper (30.9%), inorganics (14.6%), plastics (11.2%), metals (6.2%), and glass (2.9%) as shown in Figure 4. Organics included yard, food, wood, textiles, diapers, fines and other organic wastes. Inorganics included electronics, carpet, drywall, other construction and demolition (C & D), household hazardous waste, furniture and other inorganic wastes.

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Figure 4: Pennsylvania Northwest Region Aggregate MSW Composition 2001-2002



Source: R.W. Beck 2003 Statewide Waste Composition Study

Even though both studies did not use the exact same categories, (the EPA study separated the organic materials more specifically) the percentages of waste generated are similar with the exception of glass and metals, which are lower on the state study. We estimate Jefferson County's MSW composition will be similar to the results of the waste audit conducted for northwestern PA with organics being the largest component followed by paper, inorganics, plastic, metal, and glass.

Many factors can influence the generation of waste. One being the state of the economy. Waste generation increases during times of strong economic growth and decreases during times of economic decline. In the most recent years, the economy and wages have grown at a slow rate. Therefore, resulting in reduced consumer spending and construction.

Actual disposal tonnages for Jefferson County's MSW, C & D, and sewage sludge are shown in Table 1 for calendar years 2006 - 2015. The average amount of wastes disposed of annually for these years were 30,220 tons which equals approximately 83 tons per day. It should be noted that the daily average was 85 tons per day in 2003 Plan. Jefferson County has experienced minimal change in its' waste disposal tonnages during the last decade.

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Table 1: Jefferson County Historical Municipal Solid Waste Disposal

Year	Estimated Population	Municipal Solid Waste Tons	Construction and Demolition Tons	Sewage Sludge Tons	Total
2015	44430	24,094.6	2,731.7	2,097.6	28,923.9
2014	44638	25,588.5	2,361.8	1,768.3	29,718.6
2013	44966	24,874.6	3,144.0	2,246.5	30,265.1
2012	44857	24,116.3	3,843.8	1,864.3	29,824.4
2011	44948	23,452.7	3,621.6	2,293.6	29,367.9
2010	45232	23,265.0	3,855.5	1,963.6	29,084.1
2009	44634	24,083.9	1,853.2	1,886.9	27,824.0
2008	44920	27,188.0	2,064.1	2,170.2	31,422.3
2007	45060	28,064.4	1,627.3	1,963.6	31,655.3
2006	45068	30,033.3	2,266.9	1,809.7	34,109.9
Total		254,761.90	27,369.9	20,064.30	302,195.5

Source: United States Census Bureau and Pennsylvania DEP County Waste Destinations Reports
Ten- Year Average population – 44,875

In order to determine the total amount of waste generated in the County, we must also look at the tons of recyclable materials diverted from the waste stream as shown in Table 2.

Table 2: Jefferson County Historical Recycled Tons – Residential and Commercial

Year	Recycled Tons
2015	17,412.2
2014	30,375.0
2013	30,960.4
2012	32,166.1
2011	35,800.9
2010	18,435.0
2009	17,086.0
2008	17,503.0
2007	16,436.0
2006	25,587.0
Average	24,176.0

Source: Jefferson County Annual Recycling Reports

Fluctuations in the recycled tonnage year-to-year can be caused by under reporting and non-reporting of the tons recycled from entities, materials collected but not marketed due to poor market conditions, lack of materials being recycled also due to poor market conditions, reporting of materials recycled from larger construction or roadway projects, light weighting of products by manufacturers and the overall economic conditions.

CONSTRUCTION AND DEMOLITION WASTE

The EPA does not generally consider C&D waste as MSW, but it is generated in the county and may be disposed of by landfilling and will be included in the Plan content. C&D can include a variety of materials from construction, renovation and demolition of buildings, roads or other structures, including but not limited to, wood, plaster, metals, asphaltic substances, brick, block and unsegregated concrete. Table 1 shows that a total of 27,369.9 tons of C&D was disposed in landfills between the years of 2006 and 2015. This is an average of 2,737 tons per year. As the economy improves, C&D tonnage may increase to levels similar to the years of 2010 to 2013. The average tons during those years were 3,773.2. However, no research has been done to determine the major components of the C&D waste in the county nor the potential to recover some of it for recycling. If C&D was recycled, the potential materials for recycling would be wood, bricks, concrete, metals and asphalt.

SEWAGE SLUDGE AND SEPTAGE WASTES

Sewage sludge and septage waste, commonly referred to as biosolids, is considered in Pennsylvania to be a type of municipal waste. As such, the municipal waste projections in this section and subsequent section include septage waste. Sewage sludge is generated by municipal wastewater treatment plants. Septage waste, on the other hand, is material that is removed from septic tanks and normally has higher liquid content than sewage sludge. Generally, it is landfilled, processed at wastewater treatment facilities or recycled by land application. The county currently has two septic haulers who land applied 3,168 tons in 2015.

Table 1 shows that a total of 20,064.3 tons of sewage sludge and septage waste was disposed in landfills between the years of 2006 to 2015. This is an average of 2,006.4 tons per year. During the 2003 Plan process update, three (3) Publicly-Owned Treatment Facilities were new or under construction and since have begun operating. During these years septage was disposed of in the Greentree and Evergreen Landfills. It is anticipated that the volume and disposal methods of sewage sludge and septage generated in the county over the next 10 years will remain relatively similar to the last 10 years due to the projected low changes in population.

There are ten (10) Publicly-Owned Treatment Facilities owned or operated by municipal or regional authorities all of which are listed in Table 3.

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Table 3: Publicly Owned Wastewater Treatment Plants

Plant	Method of Sludge Disposal	Location of Sludge Disposal	Plan to Use Disposal Method (years)	Plans for Alternative Disposal Method(s)
Big Run Area Municipal Authority	Hauled to Punxsutawney Plant	Evergreen Landfill	10	Land application if/when state regulations would allow
Brockway Borough	Landfill	Greentree Landfill	10	None
Brookville Borough	Landfill	Greentree Landfill	10	None
Corsica	Hauled to Brookville plant	Greentree Landfill	10	None
Henderson Township	Lagoon sludge hauled to Reynoldsville Plant	Greentree Landfill	10	None
McCalmont Township	Hauled to Punxsutawney Plant	Evergreen Landfill	10	Land application if/when state regulations would allow
Punxsutawney Borough	Landfill	Evergreen Landfill	10	None
Reynoldsville Borough	Landfill	Greentree Landfill	10	None
Summerville Borough	Landfill	Greentree Landfill	10	None
Sykesville Borough	Lagoon sludge hauled to the City of DuBois or New Castle wastewater treatment plants	unknown	10	None
Falls Creek	Pumped to the City of DuBois, Clearfield County			

Source: Jefferson County Wastewater Treatment Plant Operators

Companies that are registered with the DEP to haul septage are listed in Table 4.

Table 4: Septage Haulers Who Collect in Jefferson County

Hauler	Address
Buerk's Septic Service	1039 Brussels Street, St. Marys, PA
Ken's Septic Service	114 Elk Run Road, Punxsutawney, PA
T.H. Port-A-Johns	358 Front Street, Mahaffey, PA
Williams & Sons Services, Inc.	411 Williams Road, Reynoldsville, PA

INFECTIOUS AND CHEMOTHERAPEUTIC WASTES (ICW)

Pennsylvania defines ICW as materials generated by hospitals, nursing homes, clinics, dental and medical offices, veterinarians, and funeral homes as part of the municipal waste stream. Since the last Plan process, there has been no changes in how ICW is managed. Facilities located in the County that generate infectious waste make individual arrangements for the handling and disposition of ICW with the private sector. According to the DEP Waste Destination Reports between the years of 2005 to 2015, there was no reported infectious waste disposed from Jefferson County locations in the Plan designated disposal facilities.

RESIDUAL WASTE

Residual waste is material generated as a by-product of an industrial process. It can be comprised of garbage, refuse, discarded material, or other waste, including solid, liquid, semi-solid, or contained gaseous materials resulting from industrial, mining, and/or agricultural operations. This, could also mean ash generated from combustion at a Resource Recovery Facility (RRF). However, as there are no RRF's in Jefferson County, there is no need to account for or manage the disposal of ash.

While the Plan is not required to account for the composition, or provide capacity for this waste stream it does recognize the volume generated as it can compete with the County's municipal waste. In the last ten (10) years, the average amount of residual waste disposed in landfills included in the 2003 Plan is 14,840 tons per year.

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CHAPTER 2: DESCRIPTION OF FACILITIES

Currently, the following five (5) disposal facilities are contracted to accept Jefferson County waste and are approved disposal facilities designated in the current 2003 Plan. None of these facilities are located in Jefferson County.

Advanced Disposal Greentree Landfill, Elk County, PA
 Casella Waste Systems McKean County Landfill, McKean County, PA
 Waste Management Evergreen Landfill, Indiana County, PA
 Waste Management Lake View Landfill, Erie County, PA
 Waste Management Laurel Highlands Landfill, Cambria County, PA

A sixth facility, County Landfill, Clarion County, PA accepted Jefferson County waste until it closed in 2008.

In 2015, approximately seventy-four percent (74%) of Jefferson County waste was disposed in Greentree Landfill, sixteen percent (16%) in McKean County Landfill, nine percent (9%) in Evergreen Landfill, one percent (1%) in Laurel Highlands Landfill and zero percent (0%) in Lake View Landfill. The amount of waste going into McKean County Landfill has since decreased due to the sale of the Williams Sanitation business to Advanced Disposal.

Table 5 shows the actual tons disposed in the above mentioned facilities.

Table 5: Actual Tons Disposed by Facility 2006 – 2015

Facility	Year	Municipal Solid Waste Tons	Construction and Demolition Tons	Sewage Sludge Tons	Total
Advanced Disposal Greentree Landfill	2015	18,169.1	2,163.5	1,151.8	21,484.4
	2014	18,803.4	1,956.3	748.0	21,507.7
	2013	18,175.5	2,407.4	1,248.3	21,831.2
	2012	16,952.1	2,727.7	977.3	20,657.1
	2011	15,457.4	2,538.1	1,135.8	19,131.3
	2010	14,381.3	3,664.0	1,170.8	19,216.1
	2009	15,694.5	1,704.1	1,886.9	19,285.5
Casella Waste Systems McKean County Landfill	2008	18,665.7	1,595.8	2,170.2	22,431.7
	2007	19,531.0	890.2	1,916.9	22,338.1
	2006	22,014.3	925.2	1,488.9	24,428.4
	2015	4,371.5	120.3	0.0	4,491.8
Waste Management Evergreen Landfill	2014	5,690.3	116.5	0.0	5,806.8
	2013	5,619.7	297.4	0.0	5,917.1
	2012	5,861.2	734.2	0.0	6,595.4
	2011	6,081.9	695.6	0.0	6,777.5
	2010	6,240.6	8.1	0.0	6,248.7
	2009	5,582.0	13.4	0.0	5,595.4
	2008	5,346.6	11.7	0.0	5,358.3
Waste Management Laurel Highlands Landfill	2007	4,950.1	5.6	0.0	4,955.7
	2006	4,216.2	7.6	0.0	4,223.8
	2015	1,434.2	204.8	945.8	2,584.8
Waste Management Lake View Landfill	2014	1,026.3	162.2	1,020.3	2,208.8
	2013	832.7	281.9	998.2	2,112.8
	2012	1,047.2	318.9	987.0	2,353.1

Table 5: continued

Facility	Year	Municipal Solid Waste Tons	Construction and Demolition Tons	Sewage Sludge Tons	Total
Waste Management	2011	1,712.2	362.4	1,157.8	3,232.4
Evergreen Landfill	2010	2,441.3	177.2	792.8	3,411.3
	2009	2,680.7	133.8	0.0	2,814.5
	2008	2,627.9	390.9	0.0	3,018.8
	2007	2,280.8	703.4	0.0	2,984.2
	2006	2,322.0	1,295.6	253.6	3,871.2
Waste Management	2015	119.8	243.1	0.0	362.9
Laurel Highlands Landfill	2014	68.5	126.8	0.0	195.3
	2013	239.7	89.0	0.0	328.7
	2012	1,047.2	318.9	987.0	2,353.1
	2011	189.3	4.8	0.0	194.1
	2010	201.8	6.2	0.0	208.0
	2009	126.7	1.9	0.0	128.6
	2008	0.0	4.5	0.0	4.5
	2007	25.4	27.7	0.0	53.1
	2006	0.0	14.2	0.0	14.2
Waste Management	2015	0.0	0.0	0.0	0.0
Lake View Landfill	2014	0.0	0.0	0.0	0.0
	2013	0.0	0.0	0.0	0.0
	2012	0.0	0.0	0.0	0.0
	2011	0.0	0.0	0.0	0.0
	2010	0.0	0.0	0.0	0.0
	2009	0.0	0.0	0.0	0.0
	2008	0.0	0.0	0.0	0.0
	2007	0.0	0.0	0.0	0.0
	2006	0.0	0.0	0.0	0.0
County Environmental	2008	547.8	5.5	0.0	553.3
County Landfill	2007	1,273.2	0.4	46.7	1,320.3
	2006	1,480.8	0.0	67.2	1,548.0

Source: DEP County Waste Destinations Reports

Waste collection and hauling in Jefferson County is handled by private hauling firms in all municipalities. Three of 34 municipalities in the county have solid waste management ordinances governing storage and collection of municipal waste. The 2003 Plan requires waste haulers to utilize one (or more) of the County-designated disposal facilities mentioned.

Waste haulers operating in Jefferson County are listed in Table 6. These haulers typically provide residential, commercial, institutional, C & D, and residual waste collection and disposal services. Some haulers also provide recycling collection and processing services. There were nine (9) haulers listed in the 2003 Plan, now there are currently six (6). Also, in the 2003 Plan, waste haulers were licensed by the County to collect and transport waste in the County. However, with the enactment of Act 90, the Waste Safety and Transportation Act, in 2002 the County can no longer do so as the jurisdiction to license has been granted to the DEP.

Table 6: Jefferson County Waste Haulers

Hauler Name	Address
Advanced Disposal Services	6330 Route 19, Brockway, PA
Downing Sanitation & Dumpster Service	464 Kelley Estates, Fairmount City, PA
Hugill Sanitation, Inc.	779 Front Street, Mahaffey, PA
Wolff Sanitation	2664 Wilson Road, Brockway, PA
Yeager Sanitation	212 West Main Street, Big Run, PA
Yes Sanitation	12512 Old Erie Pike, Clearfield, PA

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CHAPTER 3: ESTIMATED FUTURE CAPACITY

To address the future MSW disposal capacity needs for Jefferson County, it is essential to project the future MSW generation of the materials which make up the waste stream as described in Chapter 1. In this chapter, we will project the amount of MSW that will be generated in Jefferson County during the next ten (10) years. Population is a reasonable indicator of waste generation, as well as the actual disposal tons presented by facility in Chapter 2. Other variables affecting waste generation include, but are not limited to, economic development, employment growth, per capita income, waste minimization and recycling efforts, recycling materials markets, and consumer purchasing trends.

According to The Center for Rural Pennsylvania, 31 of Jefferson County's 34 municipalities are considered rural in demographics. Jefferson County is among the counties projected to have minimal change in its population through 2030. Between 2006 and 2015, Jefferson County's population decreased by 1.4%. The projections for the next ten (10) years indicate population will increase approximately 1.6%. See the Projected Population in Table 7 below. Therefore, MSW generation will remain relatively unchanged in the next decade.

Table 7: Projected Population

Year	Population
2017	45,092
2018	45,090
2019	45,088
2020	45,084
2021	45,098
2022	45,112
2023	45,125
2024	45,138
2025	45,151
2026	45,164

Source: The Center of Rural Pennsylvania

The EPA estimates the average American generated 4.4 pounds of MSW per day in 2013. Not included in this figure are materials that also may be disposed in landfills but are not generally considered MSW such as C & D, municipal wastewater treatment sludge and non-hazardous industrial waste.

However, to ensure future disposal capacity for all of Jefferson County waste through this Plan update we will take into consideration our actual disposal figures, which includes C & D and sludge/septage waste, as well as the historical annual recycled tonnage reported through the County's Annual Act 101 Report to calculate the annual MSW generation rate. The average annual MSW disposed of over the past ten (10) years was 30,219 tons (Table 1) which includes C&D and sludge/septage waste combined with the average recycling tonnage over the same period, of 24,176 tons (Table 2). Our estimated generated MSW is therefore, approximately 54,395 tons per year.

Dividing the estimated generation tonnage figure of 54,395 by the ten-year average population of 44,875 (Table 1) creates 1.2 tons per capita or 6.6 pounds per person per day. This amount being higher than the EPA estimate of 4.4 pounds per person per day needs further examination. It can be anticipated the landfilled tonnage will remain consistent throughout the next ten (10) years. However, the recycled tonnage is showing a significant decrease for the first time in the

last four (4) years. This can be attributed to decreased tonnage reported by local scrap yards likely due to the low markets and less local manufacturing resulting in less materials being recycled. Materials are either being landfilled due to low prices or held until market prices improve. If the years of high tonnage (2006, 2011-2014) are deducted, the revised historical tonnage is 17,343 and the estimated generation rate becomes 5.8 pounds per person per day or 1.06 tons per capita. This is the revised tons per capita rate that will be used to estimate future MSW generation. Using the population projections in Table 7 and the estimated generation rate of 1.06 per capita, Table 8 outlines the estimated MSW generation for the next ten (10) years.

Table 8: Future MSW Generation Estimates

Year	Estimated Population	Estimated MSW Generation
2017	45,092	47,798
2018	45,090	47,795
2019	45,088	47,793
2020	45,084	47,789
2021	45,098	47,804
2022	45,112	47,819
2023	45,125	47,833
2024	45,138	47,846
2025	45,151	47,860
2026	45,164	47,874

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CHAPTER 4: DESCRIPTION OF RECYCLING MATERIALS AND PROGRAMS

This chapter addresses efforts within Jefferson County relating to solid waste reduction and the impact of recycling on the amount of MSW requiring disposal. A series of tables provides information on the various activities in the County with relationship to recycling and waste reduction and the environmental benefits of such.

Table 9 shows the tonnage of MSW (C&D and land applied septage included) recycled in Jefferson County for the years 2010 to 2015. Recyclable volumes are expected to remain steady through the next ten (10) yeas as population is projected to grow slightly and there was a noticeable decrease in the tonnage reported in 2015 likely due to the low market conditions in the scrap industry and slow economic growth. Two (2) large retail establishments in the County reported significantly lower cardboard tonnage from 2014 to 2015. In addition, two (2) scrap yards closed between 2015 and 2016 giving less options to recycle scrap metals.

Table 9: Jefferson County Recycled Tonnage - 2010 to 2015

Year	Residential Recycling	Residential Organics	Residential HHW	Commercial Recycling	Commercial Organics	Commercial HHW	Total
2010	10,661.5	1,669.6	484.9	5,161.2	457.8	0.0	18,435.0
2011	13,484.3	1,168.1	881.1	19,530.4	736.0	0.0	35,799.9
2012	20,178.5	1,226.9	1,559.4	8,494.7	707.2	0.0	32,166.7
2013	10,088.3	1,194.4	577.8	18,279.7	764.2	0.0	30,904.4
2014	6,789.0	1,319.3	60.6	19,711.1	1,310.4	1,184.0	30,374.4
2015	7,139.5	1,375.3	27.7	6,983.0	1,172.6	714.5	17,412.6

Source: Re-TRAC Jefferson County Reports

In reviewing the 2015 recycling data for the materials listed in Figure 4 of Chapter 1, by weight the most recycled materials in the County were metals (28.8%), followed by organics (27.6%), inorganics (23.9%), paper (14.1%), glass (4.2%) and finally plastics (1.4%). See Table 10.

Table 10: Jefferson County Recycled Tonnage – 2015

Material	Tons	Percentage
Paper	2,457.4	14.1%
Plastic	241.9	1.4%
Glass	729.3	4.2%
Metals	5,014.4	28.8%
Organics	4,801.0	27.6%
Inorganics	4,168.5	23.9%
	17,412.5	100.0%

Source: Re-TRAC Jefferson County Reports

CURRENT COUNTY RECYCLING PROGRAMS

Pennsylvania Act 101 requires this Plan update include a recycling plan for the county that provides for the maximum feasible development and implementation of recycling programs. To do so, we must take into consideration Act 101 requirements and the existing recycling programs that are currently in place in the County as shown in Tables 11 and 13.

RESIDENTIAL RECYCLING PROGRAMS

Act 101 mandates municipalities exceeding 5,000 in population or population density of at least 300 persons per square mile to implement a source separation and curbside collection program for recyclables.

Mandated Recycling Programs

As of 2010 census, Punxsutawney Borough is the only municipality required by Act 101 to recycle curbside in Jefferson County. Mandated municipalities are required to implement programs that separate at least three of the following materials from their household waste for recycling:

Clear glass	High grade office paper
Colored glass	Newsprint
Aluminum and bi-metal cans	Corrugated paper
Plastics	

In addition, collection of recyclables must be provided at least once per month from the curbside or similar location.

Punxsutawney Borough requires their residents to recycle curbside aluminum and bi-metal cans, clear and colored glass bottles and jars, PET and HDPE plastic and yard waste/leaves. Residential collection of the recyclables occurs weekly by waste haulers of the residents' choice. All waste haulers shall be registered by the Borough.

Locally Mandated and Voluntary Recycling Programs

Five other municipalities, while not mandated by Act 101, have curbside recycling ordinances.

The first is Brockway Borough which has a local ordinance mandating curbside collection of waste and recyclables. The Borough has contracted with a private hauler to provide weekly curbside collection of aluminum and bi-metal cans, clear and colored glass bottles and jars, corrugated cardboard, newspaper and PET and HDPE plastic. Yard waste is collected in the fall as needed.

The second is Brookville Borough. They have a voluntary recycling ordinance for the curbside collection of aluminum and bi-metal cans, clear and colored glass bottles and jars and PET and HDPE plastic. If residents choose to recycle, they do so voluntarily and only if their self-subscribed waste hauler provides recycling collection. As of 2016, only one hauler provides collection of recyclables curbside. Leaves are collected in the Fall as needed by borough employees.

The third is Sykesville Borough which has a local ordinance mandating waste collection, as well as a voluntary recycling ordinance. The Borough contracts with a private hauler for weekly collection of waste. The hauler also provided as part of their service bi-weekly curbside collection of aluminum and bi-metal cans, clear and colored glass bottles and jars, corrugated cardboard, newspaper and PET and HDPE plastic. However, beginning in 2017 the collection of recyclables will not be part of the waste collection contract and residents will no longer be able to recycle curbside. This change was made by the Council due to the hauler no longer providing recycling collection for free. Council did not want to burden its' residents with the additional cost. Residents who want to continue to recycle will likely use the drop off recycling program operated by the Authority.

The fourth and fifth are Corsica and Summerville Boroughs. These Boroughs have voluntary recycling ordinances for curbside recycling collection of aluminum and bi-metal cans, clear and colored glass bottles and jars and PET and HDPE plastic. However, currently there are no haulers in these Boroughs that will provide collection other than for waste. The hauler who was providing recycling collection went out of business many years ago.

The haulers that collect curbside take the recyclables to local scrap yards (typically limited to metals only) or out of county to Materials Processing Facilities (MRF) for processing. One hauler, Advanced Disposal takes them to their own small MRF outside of Brockway, Pennsylvania where they separate and bale the materials for marketing.

Table 11: Jefferson County Municipal Residential Curbside Recycling Programs - 2016

Borough	Program Type	Frequency of Collection	Materials Collected
Punxsutawney	Act 101 Mandated Curbside	Weekly	Metal Cans, PET and HDPE plastic, Glass Bottles/Jars, Yardwaste/leaves
Brockway	Local Mandated Curbside	Weekly	Metal Cans, PET and HDPE plastic, Glass Bottles/Jars, Cardboard, Newspaper, Leaves
Sykesville(1)	Voluntary Curbside	Bi-Weekly	Metal Cans, PET and HDPE plastic, Glass Bottles/Jars, Cardboard, Newspaper
Brookville	Voluntary Curbside	Bi-Weekly	Metal Cans, PET and HDPE plastic, Glass Bottles/Jars, Newspaper, Leaves
Falls Creek	Voluntary Curbside	Fall as needed	Leaves
Reynoldsville	Voluntary Curbside	Fall as needed	Leaves

(1) Beginning 2017 Sykesville Borough will no longer have a contracted hauler who will collect recyclables curbside

Since the population of Jefferson County is expected to grow slightly, it is not anticipated that any new municipalities will become mandated to implement a curbside program. However, any municipality may request assistance from the Authority to develop recycling programs and thus they will be assisted in developing appropriate programs tailored to each municipality.

Table 12 shows the recycling tonnages for these municipalities for calendar year 2015.

Table 12: Mandated and Voluntary Residential Curbside Recycling Programs - 2015 Tonnage

Borough	Residential Recycling	Residential Organics	Residential HHW	Commercial Recycling	Commercial Organics	Commercial HHW	Total
Punxsutawney	175.8	476.0	1.7	506.4	37.0	103.8	1,300.7
Brockway	102.0	3.0	0.0	275.8	0.0	20.5	401.3
Sykesville(1)	11.0	0.0	0.0	10.4	0.0	1.3	22.7
Brookville	22.3	780.0	0.0	1,502.7	328.3	297.0	2,930.3
Total	311.1	1,259.0	1.7	2,295.3	365.3	422.6	4,655.0

Source: Re-TRAC Jefferson County Reports

(1) Beginning 2017 Sykesville Borough will no longer have a contracted hauler who will collect recyclables curbside

County-Wide Drop Off Recycling Program

For those municipalities that do not have curbside collection within their borders, the Jefferson County Solid Waste Authority (Authority) operates a network of eighteen (18) drop-off recycling sites throughout the County. Through 2016, the Authority managed the sites using a third party contracted hauler, Advanced Disposal, to collect and process the recyclables. Advanced Disposal charges by the pull and the price is determined by the distance the sites are from their processing facility in Brockway, Pennsylvania. Due to limited competition in the area, Advanced Disposal has collected the recyclables since the program began with significant pull price increases through the last two bidding cycles.

Table 13 shows the site locations, the recyclables accepted and the tonnage collected from the sites in 2015. These sites may be used by any resident of Jefferson County regardless of where they live or if they have access to curbside recycling collection. This is important to note since some of the sites accept materials that are not accepted in the curbside programs.

This program plays a vital role in the current waste diversion practices of the county and has been successfully doing so since 1994. Jefferson County's population is 45,200 and according to The Center for Rural Pennsylvania, 31 of its' 34 municipalities are considered rural in demographics. To further demonstrate it's rural nature, the average median household income is \$38,364, a majority of which is dedicated to food, housing and utilities. Beyond paying for trash collection, unfortunately, also paying for private recycling collection is not a high priority in many households. Furthermore, private hauler curbside collection of recyclables is limited as previously described.

These sites are convenient and easy to use and they provide county residents with a dependable means to recycle and divert some of their waste from the landfill. Residents can voluntarily recycle these materials at the sites: PET and HDPE plastic bottles and jugs, aluminum and bi-metal cans, clear, brown and green bottles and jars, newspapers, magazines, cardboard and mixed paper. Without these sites, only 18% of the county's population would have access to curbside recycling. When reviewing the 2015 materials collected curbside and through the drop off sites (leaves/yardwaste excluded), 52% of the materials recycled came from the drop off recycling sites and 36% came from the first four (4) curbside recycling programs listed in Table 11. The remaining 12% were materials dropped off at scrap yards. This exhibits the public's desire to participate in this voluntary public service program. The recycling tonnage has remained relatively steady since the last Plan update as is shown in Figure 5 with the exception of the years when sites were closed due to lack of funding. Rising collection costs forced the Authority into closing five sites between 2012 and 2016.

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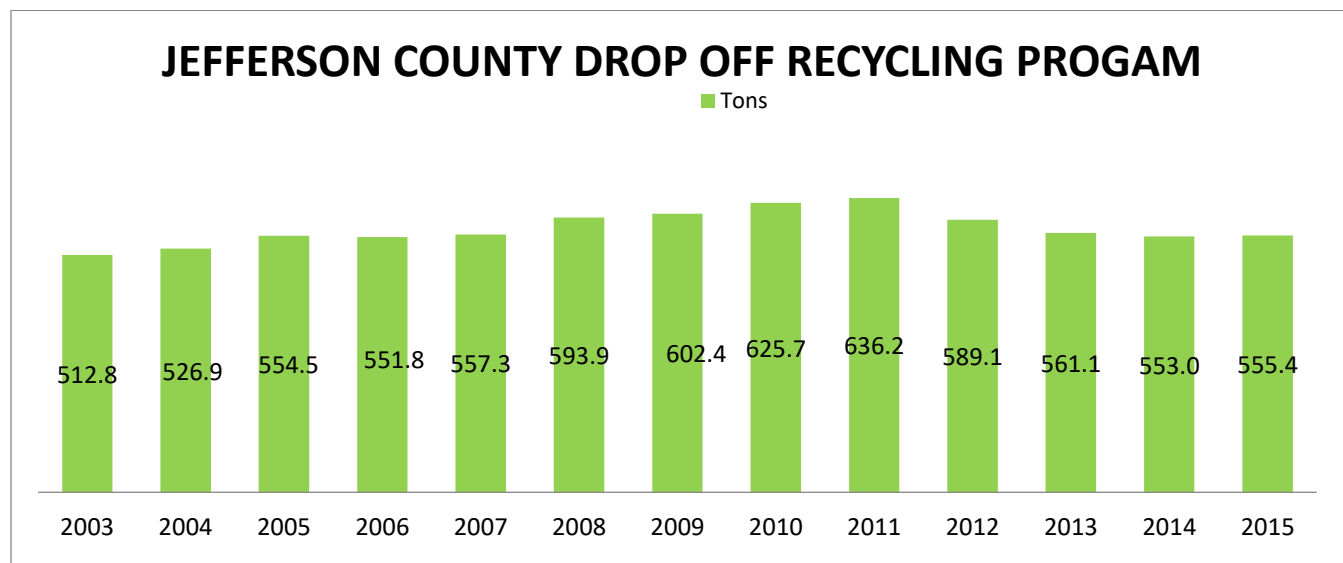
Table 13: Jefferson County Drop Off Recycling Sites 2015 – Location, Materials Accepted and Tonnage

Site	Location	Materials Accepted	Tons
Rose Township	1000 Miller Drive, Brookville 15825	PET & HDPE Plastic, Cardboard, Glass Bottles/Jars, Aluminum/bi-metal cans, newspapers, magazines, mixed paper	152.4
Young Township (1)	1517 Walston Road, Walston 15781	PET & HDPE Plastic, Cardboard, Glass Bottles/Jars, Aluminum/bi-metal cans, newspapers, magazines, mixed paper	96.1
Washington Township	2933 Airport Road, Falls Creek 15840	PET & HDPE Plastic, Cardboard, Glass Bottles/Jars, Aluminum/bi-metal cans, newspapers, magazines, mixed paper	51.2
Reynoldsville Borough (2)	32 South 5th Street, Reynoldsville 15851	PET & HDPE Plastic, Cardboard, Glass Bottles/Jars, Aluminum/bi-metal cans, newspapers, magazines, mixed paper	45.8
Gaskill Township	74 Municipal Lane, Punxsutawney 15767	PET & HDPE Plastic, Cardboard, Glass Bottles/Jars, Aluminum/bi-metal cans, newspapers, magazines, mixed paper	30.4
Summerville Borough	Water Street, Summerville 15864	PET & HDPE Plastics, Clear, Brown, Green Glass Bottles/Jars, Aluminum and bi-metal cans, newspapers, magazines	25.9
Barnett Township	8864 Route 36, Sigel 15860	PET & HDPE Plastics, Clear, Brown, Green Glass Bottles/Jars, Aluminum and bi-metal cans, newspapers, magazines	24.5
Knox Township	7525 Knoxdale Road, Knoxdale 15847	PET & HDPE Plastics, Clear, Brown, Green Glass Bottles/Jars, Aluminum and bi-metal cans, newspapers, magazines	23.3
Punxsutawney Borough (3)	Clearfield Street, Punxsutawney 15767	PET & HDPE Plastics, newspapers, magazines	15.6
Ringgold Township	2253 Ringgold Timblin Road, Ringgold 15770	PET & HDPE Plastics, Clear, Brown, Green Glass Bottles/Jars, Aluminum and bi-metal cans, newspapers, magazines	15.4
Bell Township	103 Runway Drive, Punxsutawney 15767	PET & HDPE Plastic, Cardboard, Glass Bottles/Jars, Aluminum/bi-metal cans, newspapers, magazines, mixed paper	14.5
Polk Township	11382 Richardsville Road, Brookville 15825	PET & HDPE Plastics, Clear, Brown, Green Glass Bottles/Jars, Aluminum and bi-metal cans, newspapers, magazines	13
Sugar Hill	Route 28, Brockway 15824	newspaper only (shed)	11.1
Oliver Township	767 Coolspring Road, Worthville 15784	PET & HDPE Plastics, Clear, Brown, Green Glass Bottles/Jars, Aluminum and bi-metal cans, newspapers, magazines	9.9
Pine Creek Township	1581 Kerner Road, Brookville 15825	PET & HDPE Plastics, Clear, Brown, Green Glass Bottles/Jars, Aluminum and bi-metal cans, newspapers, magazines	8.5
Beaver Township	11575 Route 36, Brookville, 15825	newspaper only (shed)	6.5
Corsica	201 Main Street, Corsica 15829	newspaper only (shed)	6
Eldred Township	3441 Route 36, Brookville 15825	newspaper only (shed)	5.3
TOTAL			555.4

- (1) Containers removed July 2016 due to lack of funding to pay collection costs (newspaper shed remains at the site)
(2) Reynoldsville has 2 sites – tonnage is combined for both sites
(3) Punxsutawney site was closed March 2016 due to lack of funding to pay collection costs

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Figure 5: Jefferson County Drop Off Recycling Site Tonnages 2003 to 2015



OTHER COUNTY RECYCLING PROGRAMS

One-Day Collection Events

In previous years, the Authority held one-day events to collect, tires, appliances, electronics and household hazardous waste. These event days were very popular and gave the residents the ability to recycle hard-to-dispose-of materials. Due to insufficient funding, the Authority discontinued these programs resulting in these materials going into the landfill. The last tire and appliance day was held in 2008, the last electronics collection was held in 2012 and the last household hazardous waste collection was held in 2004. Table 14 shows the tons collected during these last one-day collection events. It is a goal of the Authority to offer these collections again on an annual basis once funding is obtained to do so, especially in light of the 2010 enacted Covered Device Recycling Act which bans certain electronics and televisions from landfills.

Table 14: One-Day Collection Event Tonnage

Event	Tons Collected
Tires and Appliances	28
Electronics	41
Household Hazardous Waste	.8

It should be noted here, that Goodwill Industries collects electronics in the area, however they exclude televisions which is undoubtedly problematic for our residents. The Authority will need to explore collection options especially for older televisions and CRT's.

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Appliance Drop Off Sites

In cooperation with three area recycling facilities, the Authority has set up Appliance Drop Off Sites for residents to dispose of unwanted appliances such as washers, dryers, refrigerators and freezers. These facilities charge a fee of \$15 for appliances containing refrigerant. In 2015, 398 tons were collected from the sites listed in Table 15.

Table 15: Appliance Drop Off Sites

Facility	Location
Advanced Disposal	Route 219, Brockway, PA
Allegheny Mountain Recycling	Route 28, Hazen, PA
B & B Recycling	Route 950, Reynoldsville, PA

Community Events Recycling Container Loan Program

The Authority promotes local recycling efforts by providing Clearstream Recycling Containers for use by the general public at community events. Users may borrow the containers for the collection of plastic bottles and aluminum cans. They agree to use containers for the intended purpose, to deliver collected recyclables to a local drop-off recycling site or recycling processor and to report to the Authority the estimated weight of the recyclables collected.

Waste pharmaceuticals Collection

Jefferson County has participated in the National Prescription Drug Take-Back Day sponsored by the United States Drug Enforcement Agency since its' inception in 2010. The bi-annual collections are coordinated by the County Sheriff's office with collection boxes for the one-day events at the Sheriff's Office, Brockway Drug, McCabe's Drug in Reynoldsville and the Lindsey Fire Hall in Punxsutawney. Approximately 4,200 pounds were collected between 2010 to 2014.

In addition, the Jefferson County District Attorney's Office with support from the Sheriff's Office and the Jefferson County Drug Task Force have placed PA MedReturn drop boxes at the Sheriff's Office and the Brockway, Punxsutawney and Reynoldsville Police Departments. An additional 734 pounds were collected from these boxes between 2015 and 2016.

These collections programs provide the public with the opportunity to surrender expired, unwanted, or unused pharmaceutical controlled substances and other medications to law enforcement officers for destruction. They also help to protect the health and safety of the public and the environment through proper disposal, as well as help to deter crime in Jefferson County.

COMMERCIAL RECYCLING PROGRAMS

In Jefferson County regardless of the municipality, commercial and institutional establishments provide for the collection and processing of their recyclables with a private hauler of their choice. Of the six (6) haulers listed in Table 6, three (3) provide recycling collection. In most of the larger boroughs, haulers provide their customers with rear-load or front-load containers for the collection of cardboard only. With the exception of Punxsutawney Borough, where it is mandated that metal cans, PET and HDPE plastic, glass bottles and high-grade office paper be recycled as well, however it not effectively enforced. In non-mandated municipalities it is difficult to motivate small businesses and institutions to recycle. For these entities, recycling is an added cost that is not factored into their operational costs. When recycling is voluntary, the costs can be considered prohibitive by many business owners. Lack of space to locate recycling containers has a significant impact when these entities decide whether or not to recycle.

It should be noted also that smaller businesses are known to use the County's drop off recycling sites. The amount of tonnage coming from businesses into the sites is unknown as the tonnage is reported in aggregate.

In addition, businesses who wish to start a recycling program can contact the Authority for assistance. Commercial recycling tonnages are reported in Table 9.

RECYCLING PROGRAM COSTS AND EFFORTS TOWARD SUSTAINABILITY

Unlike urban areas, rural counties have fewer municipalities meeting the population and density criteria set forth in Act 101. Only 13% of Jefferson County's population resides in mandated communities with curbside recycling collection. With the exception of Brockway Borough, non-mandated communities do not provide recycling services to their residents nor do they require their residents to obtain such services on their own.

The combination of low population density with ample open space in rural counties impedes haulers ability to provide cost effective recycling services in conjunction with their existing waste collection services. Time and distance factor in significantly when haulers decide what services they will provide. In addition, haulers have difficulty locating markets for recyclable materials. Jefferson County is located approximately 100 miles from the City of Pittsburgh, 150 miles from the City of Harrisburg and Buffalo, New York and farther yet from the eastern part of Pennsylvania. It lacks local processors and markets for recyclable materials. While scrap metal markets are available locally, markets for glass, plastic and paper are scarce. On the other hand, most haulers are within a 60 to 90-minute drive from at least one landfill included in this Plan.

Therefore, to ensure even minimal opportunities for recycling, the responsibility often shifts to the County. Thus, in rural areas, County sponsored drop-off collection programs are more common. While this type of collection system is typically more cost effective to operate, unfortunately it offers little or no method to cover expenses through direct user fees.

During the early years of the 2003 Plan, the availability of administrative fees and state recycling grants made it possible for the Authority to fund the operation of the recycling programs. However, these revenues were significantly reduced in 2006. Two Pennsylvania Commonwealth Court cases had a significant impact on the main funding source for the Authority that being the administrative fees.¹ With these rulings, the contracted disposal facilities (with the exception of two) ceased paying the fee. These funds were used strictly to implement the County's Plan and represented approximately 70% of the Authority's annual revenues.

To further complicate funding matters, the grant funds available from the State's Recycling Fund have also been reduced significantly. The competitive 902 Recycling Grants that were once available on an annual basis are now available bi-annually and the 904 Performance Grants were reduced by 40% across the board.

Due to these circumstances, a deficit in the Authority's annual budget has occurred since 2006. The Authority has been using reserve funds to cover the annual deficit; however, those funds will be expended in the near future unless changes are made to reduce the cost of the drop off recycling program.

Given the important role the drop off recycling sites play in the County, efforts are being made to ensure the financial sustainability of the program. Three different studies have been completed to analyze the program which has been experiencing an increase in costs over the last several years. Table 16 depicts these costs. Five (5) sites have been closed or services reduced in an

¹ *The two Commonwealth court cases referenced above are IESI PA Bethlehem Landfill Corporation v. County of Lehigh, 887 A.2d 1289 (Pa Cmwlt.2005) and Pennsylvania Independent Waste Haulers Association v. County of Northumberland, 885 A.2d 1106 (Pa. Cmwlt.2005)*

effort to decrease the overall collection costs. Additional changes will be needed to make the program cost effective during the next ten (10) years.

Table 16: Drop Off Recycling Sites Collection Costs

Year	Costs
2012 (1)	\$47,060
2013 (2)	\$45,380
2014	\$40,980
2015	\$42,690
2016 (3)	\$50,120

(1) One site closed

(2) One site closed, one site containers removed, newspaper shed remains

(3) One site closed, one site containers removed, newspaper shed remains

In the first study, the Authority joined with the neighboring Clearfield County Solid Waste Authority, which also was in the same financial bind, to submit a 902 recycling grant application to fund a joint sustainability study aimed at evaluating both counties recycling programs. This grant request was awarded and the final results of that sustainability study were provided to both Authorities in October 2009.

The report suggests several alternative funding options, including the negotiation of alternative funds through disposal capacity contracts, seeking sponsorships or services from municipalities and or businesses, implementing user fees where possible, and consideration by the County to allocate funds for employee salary and benefits. The consultant also looked into the feasibility of operating a transfer station, a material recovery facility, and/or a centralized drop-off facility.

In terms of the feasibility of a jointly operated transfer station and/or material recovery facility, the economics were not all that desirable since our local waste haulers are all within an hour's drive of a landfill. Getting waste generators and/or haulers to use such a facility on a voluntary basis would be difficult, but necessary, to generate the funds needed to operate the facility. Also combined with the projected decline in population, at the time the study was done, the economics to sustain the facilities would diminish even further. Having a consolidated centralized drop-off facility would be cheaper to operate than the current countywide drop-off program; however, participation would decline dramatically due to the elimination of several more convenient locations.

A final option was to consider eliminating some materials from the County drop-off program. The consultant indicated that since we do not make money from the sale of the recyclables, even though bid documents include consideration of recyclable material revenues, that we should look at the materials' values in terms of the amount of performance grant dollars they provide. Based on volume ratios, plastics and cardboard were major losers in terms of performance grant dollars which are based on weights not volumes. The consultant suggested cutting both materials from the drop-off programs. The best materials for generating the greatest return in terms of performance grant dollars were identified by the consultant to be metals, glass, and newspaper.

The second study was done in July 2014 when the Authority received a DEP Technical Assistance Grant. The Pennsylvania Resources Council (PRC) did an Analysis of Alternate Approaches to Recycling Collection and Processing System. Through this study, it was determined that the current collection system is unsustainable and the Authority should consider collecting, processing and marketing the materials themselves in order to reduce collection costs and realize revenue from the sale of the materials.

According to the study, a central flaw in the current system is that the Authority receives no income from the 400 to 500 tons of source-separated recyclables deposited at the drop-off sites each year. When revenue sharing was attempted through the bidding process, it resulted in

higher per pull costs and uncertain revenue due to the variability of the recycling markets. Therefore, the Authority continued with the no revenue sharing contract. However, in order to ensure the long term sustainability of the recycling program a mechanism must be adopted which returns at least a portion of the value of the diverted materials. By employing a financial incentive which rewards higher diversion rates, it is assumed that collected tons will increase correspondingly. The study analyzed the following approaches for sustainability.

The first approach would be revenue sharing in which the Authority would receive a portion of the income from source-separated recyclables that the processor receives when marketed. This approach is highly effective in settings where there is a third party who is processing and marketing materials on behalf of the collector. The most widely used formulas is as follows:

1. Current per ton pricing of each material is applied to the tons of that material collected.
2. A share-to-collector percentage is applied to these gross income from sales.
3. A per ton processing fee is applied to the tonnage of all material received; this is deducted from the share-to-collector income. This is the revenue-sharing income the collector receives.

Under these systems the collector assumes some of the risks associated with the commodities market-place while the processor is assured that their operating costs are paid for. The benefit to the collector is that they will be rewarded financially for the collected materials; thereby encouraging increased diversion. This approach would require the Authority assume responsibilities of collecting and transporting the recyclables to a third-party processor with a standing revenue sharing program such as the Indiana County Solid Waste Authority.

A second approach explored in the study which would produce a clear financial incentive to increase diversion is for the Authority to internalize all recycling related operations. By becoming the collector, hauler and processor of source-separated recyclables, the Authority would recover 100% of the value for all collected materials. This approach has been taken across the Commonwealth, and nationally, by rural recycling programs to ensure their long term viability. This approach requires the Authority to develop a mini-MRF. The Authority would collect the recyclables themselves with a front-load packer truck and self-bale the materials. The Authority owns some equipment (baler, conveyor and containers) that can be utilized, but additional equipment (front load packer truck and skid loader) as well as, a site and building will be needed. Among the other alternatives assessed, this approach alone would provide positive net annual operating income and could lead to long-term fiscal sustainability and provide ongoing positive incentives to increase recycling over time. However, developing a mini-MRF will take time, commitment and external funding support. Partnerships with other Authorities who can process the recyclables will need to be cultivated.

A third approach briefly examined the potential of converting the entire collection system to a single stream model. While many municipalities have shifted to single-stream over the past decade, Jefferson County will unlikely benefit from taking such action. The Authority should recognize that their current drop-off system in which thousands of households have learned to separate their materials, place them in the appropriate recycling containers at the sites, to amass over 450 tons of recyclables per year, sorted by material, is a major achievement. This is the greatest advantage the Authority brings to the table in negotiations with any MRF, hauler or market. Switching to a single-stream system reduces the value of this resource. While the Front-Load Single-Stream option may have the lowest operational cost of any of the assessed collection alternatives, it must be noted that it also produces the least valuable material. In addition, the availability of single stream processors is lacking in close proximity to Jefferson County.

The analysis of the data included in this study established the Authority is paying more for the current program than it should be. However, due to the lack of competition of haulers to bid on the collection and the Authority's inability to collect the materials themselves, the Authority did

not have other options if it wanted to continue the program. It was apparent to do so the Authority would have to close some of the sites which it did as discussed earlier.

The third study was completed in June 2016. The Authority received a second DEP Technical Assistance Grant to expand upon the findings of the July 2014 PRC study. MSW Consultants completed the study and its' finding were more conclusive that the Authority needed to consider collecting and marketing the materials themselves in order to reduce collection costs and realize revenue from the sale of the materials.

As the Authority considers taking over the collection of their recyclables, available to them are two source separated recycling processing centers operated by neighboring Solid Waste Authorities. Both facilities would be able to accept most of the materials currently accepted at the drop off sites and would have revenue sharing capabilities. The Elk County Solid Waste Authority Recycling Center in St. Marys, Pennsylvania is approximately 32 miles and 50 minutes from the Washington Township drop off recycling site, a northern located site. The Indiana County Solid Waste Authority Recycling Center is located approximately 40 miles and 60 minutes from the Gaskill Township site, the most southern drop off recycling site.

MSW Consultants adjusted the Authority's average material weights and volumes to align with categories of materials collected at the Indiana County SWA Recycling Center and to match collection regime designated by the Authority for six (6) frontload containers at twelve (12) drop off recycling sites. The volume and weight of aluminum and steel/tin cans were combined into one category. The volume and weight of magazines and newspapers, collected together in the present system, were divided into separate categories. Glass bottle and jar collection would need to be either suspended or collected in the existing roll off containers until the Authority has the funds to purchase additional frontload recycling containers. Cardboard and office paper would be added to all sites instead of just the five (5) it is accepted at currently.

A source separated collection route was plotted in which the twelve (12) drop off sites could be serviced for each source separated material with delivery of the material for processing and return within one day. The average frequency of collections varies by material, ranging from twice a year for newspapers to twenty-one (21) times a year for mixed plastics, for an average of seven collections annually for all materials. The annual cost for servicing twelve (12) drop off sites was estimated to be \$18,406. But the operating cost may be off-set by proceeds from the market value of the materials collected and processed as agreed to by Elk County Solid Waste Authority and/or the Indiana County Solid Waste Authority.

The Authority desires to maintain a level of recycling service within the means of its annual budget. Owning and operating a new front load recycling truck presents an opportunity to continue the drop off recycling program throughout the County. If the Authority is focused on providing the greatest level of service, a single stream collection system can expand the breadth of recycled materials collected at each drop off site while maintaining collection of glass bottles and jars at an annual cost range estimate of \$20,208 - \$27, 209.

If the Authority's focus is to operate the recycling system under the least cost option, maintaining a source separated system at an estimated annual cost range of \$18,406 - \$22,050 presents the most favorable economics, especially with the prospect of receiving potential revenue from the market value of the recyclables processed at more distant recycling centers.

But, materials revenues are historically cyclical and there may be times when a tipping fee is required at the recycling centers. While the source separated collection system provides mixed paper and corrugated cardboard collection throughout the Authority's drop off recycling program, it does so by discontinuing glass bottle and jar collection. Any decrease in annual tons recycled will affect the amount the Authority is awarded annually through Act 101 Section 904 Performance Grants. To continue glass collection, an alternative third party collection system may

be procured through a competitive bid for services. Or the Authority may accumulate revenues from source separated processing over time to be able to afford the expense of adding three glass recycling front load containers for color-separated glass collection at each of the twelve (12) drop-off sites.

All the studies are on file at the Solid Waste Authority's office.

All three studies were presented to the Solid Waste Advisory Committee. Recommendations were discussed and considered by the Committee. Consolidating drop off sites into one centralized site was the least desirable option to the Committee as was reducing the materials accepted such as plastics. However, the Committee realizes sacrifices will need to be made in order to continue the program. They were favorable to the Authority purchasing a front load packer truck and taking on the responsibility of collecting and transporting the recyclables to a processor with revenue-sharing capabilities. The Committee also indicated the Authority should pursue processing the materials themselves if funding could be obtained for a facility. Some of the funding recommendations from the Sustainability Study are already being utilized by the Authority such as seeking and receiving annual allocations from the County Commissioners and Municipalities. Donations have also been received from individuals and businesses.

In addition, in March 2016, municipal officials met with representatives from the Authority to discuss the future of the drop off recycling program. Those in attendance identified several options for the Authority to consider to help sustain the drop off program into the future. All municipalities were given the opportunity to vote for the options they felt were worth pursuing. The top three were: 1) the Authority should close some of the sites to reduce the costs; 2) the Authority should purchase a recycling truck and hire a part-time driver to collect and market the recyclables themselves; and 3) municipalities should contribute \$3 to 5 per household annually to the Authority to help pay for the cost of the program, though the means to collect it was not identified.

Through the Request for Proposals (RFP) process, and the Plan update process, the goal of the Authority is to fully implement integrated municipal solid waste management services in a sustainable manner. Therefore, in addition to securing disposal capacity for all MSW generated in Jefferson County, the Authority sought support of its Integrated Municipal Solid Waste Management Services in order to fulfill the effective implementation of the Plan and goals of Act 101. Proposers were asked to not only address waste disposal, but also include how their proposal supports the goals of the County's integrated municipal solid waste management services, Act 101 and the State's goal of recycling 35% of the MSW stream. The Authority received proposals that included administrative services fee, alternative payment fee and services. The proposals offered will provide the necessary funds to fully implement the County's Integrated Municipal Solid Waste Management Services. Additionally, the in-kind services offered will help sustain the drop off recycling program which likely would have closed due to the lack of funding.

Not factored into sustainability is the avoided costs of disposal, which is realized by diverting materials from disposal and not needing to pay the associated tipping fee on this tonnage. This is primarily due to the fact that all municipal waste collection contracts are administered by local government units operating within Jefferson County. As a result, there are no direct financial benefits to the Authority from avoided disposal costs.

MEASURES TO EXCEED THE THIRTY-FIVE PERCENT (35%) RECYCLING GOAL

In 1988, upon the enactment of Act 101, a requirement was established by law for Pennsylvania to attain a recycling rate of twenty-five percent (25%) of the waste generated in the Commonwealth. DEP later increased the goal to thirty-five percent (35%). Jefferson County reached this goal in 2006 and has exceeded it since. In 2015, the County's recycling rate was nearly forty percent (40%) based on the DEP Municipal Waste Generation and Disposal Information and Re-TRAC reports.

The County's first priority in continuing to exceed this goal is to work towards sustaining the existing recycling programs in the county, whether they be mandatory or voluntary. The County will do this by providing the support services to local municipalities operating their own programs or who wish to explore adding a program through technical assistance provided by the County Recycling Coordinator. Also, the County through the Authority will continue to seek out opportunities to expand the county run programs contingent upon available funding.

The County's waste stream is composed of recyclable materials and it would seem to have sufficient opportunity for additional recycling. Areas where further potential recycling opportunities exist include:

- Increasing the type of materials collected curbside, such as other plastics and mixed paper
- Increasing the amount of material composted, especially yard waste collected curbside by municipalities
- Expanding the drop off program to include additional materials or more sites
- Exploring the feasibility for food waste diversion programs especially in schools and institutions
- Encouraging businesses and institutions to assess/increase their recycling efforts
- Encouraging more C&D recycling
- Improving public education efforts
- Improving recycling data collection to capture tons not being reported

RECYCLING PROGRAM ENVIRONMENTAL BENEFITS

Recycling and composting activities produce significant environmental benefits. The DEP recognized this and began reporting the progress of recycling throughout Pennsylvania in terms of economic and environmental benefits rather than just through the reporting total tons recycled and the recycling percentage rate. This calculation can also be used to show the benefits for individual counties too. Using the Re-TRAC software reporting tools, the environmental benefits attributed to Jefferson County's recycling effort are outlined in Table 17 below for the years 2010-2015. Metric tons of carbon dioxide equivalent or MTCO_{2e} is the unit of measurement in this tool. The unit "CO_{2e}" represents an amount of Greenhouse Gases (GHG) whose atmospheric impact has been standardized to that of one-unit mass of carbon dioxide (CO₂), based on the global warming potential of the gas. Tool formulas convert standard metrics for electricity, green energy, fuel use, chemical use, water use, and materials management into MTCO_{2e}. Table 17 outlines these benefits to Jefferson County.

Table 17: Jefferson County Environmental Benefits Analysis 2010 – 2015

Environmental Benefits	2010	2011	2012	2013	2014	2015
Passenger vehicles taken off the road for one year	2,328	4,150	4,046	6,195	4,696	4,700
Homes worth of electricity use per year saved	1,521	2,712	2,644	4,048	3,068	3,071
Homes worth of energy use per year saved	1,008	1,797	1,752	2,683	2,033	2,035
CO ₂ emissions for this # of gallons of gasoline reduced	1.2 million	2.2 million	2.1 million	3.3 million	2.5 million	2.5 million
CO ₂ emissions for this # of propane cylinders reduced	460,695	821,446	800,761	1.2 million	929,380	930,164
Carbon sequestered annually by this # of acres of U.S. forest preserved from conversion to cropland	85	152	148	227	172	172
Carbon sequestered annually by this # of acres of U.S. forest	9,062	16,159	15,752	24,120	18,282	18,298

Source: Re-TRAC Environmental Benefits Analysis for Jefferson County

The emission of GHG, such as carbon dioxide and methane, have been identified as significant contributors to climate change and global warming. Recycling decreases GHG emissions because manufacturing with recycled materials consume less energy and when less fuels such as oil, gas and coal are burned to produce energy, less GHG is produced. There is a good example of this right here in Jefferson County. Owens-Illinois Glass Company uses cullet (recycled glass bottles and jars) to manufacture new products. By using the cullet, they can reduce the amount of energy that is needed to produce their products.

Another source of GHG emission is methane that is emitted from landfills as paper, food, and other organic wastes decompose. By diverting waste from landfills through waste reduction, recycling and composting, less methane is produced and more GHG is avoided.

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CHAPTER 5: SELECTION AND JUSTIFICATION OF MUNICIPAL WASTE MANAGEMENT PROGRAM

The purpose of this chapter is to describe the process used to select the overall waste management system for the County and provide justification for the selection. The County shall ensure that the selected system provides the required capacity needed to properly dispose of all municipal waste generated within its boundaries for the next ten years. It shall also ensure a fair, open and competitive process for selecting among alternative waste management programs or facilities. The County chose to utilize an RFP process as it did with the current Plan.

OVERVIEW OF THE CURRENT INTEGRATED MUNICIPAL SOLID WASTE MANAGEMENT SYSTEM

As discussed in the 2003 Plan, collection alternatives were examined including Private Non-Contract Collection, Private Municipal-Contract Collection and Municipal Collection. The first two are utilized in the County. The third is not as there are no municipalities that currently collect their own waste. Also, examined were the options for transporting waste to processing or disposal facilities including a direct haul system or a transfer station system. The County utilizes direct haul as there are no transfer facilities in the County. As previously mentioned, the 2009 Sustainability Study did not find this a feasible option.

There are many MSW processing and disposal technologies available. These also were described in the 2003 Plan. They include Landfilling, Resource Recovery Waste-to-Energy, Refuse-Derived Fuel, Composting/Co-Composting. Currently, the County's waste management system includes the use of landfilling and composting, though composting is done on a very small scale. The Borough of Punxsutawney collects leaves and yard waste curbside and operates a composting facility. The Borough of Brookville collects leaves curbside and transports them to a private composting facility. The Borough of Brockway has their leaves collected by a private hauler who transports them to a private composting facility. The Boroughs of Falls Creek and Reynoldsville collect leaves curbside and transport them to nearby farms for composting. In addition, residents utilize backyard composting bins, though the funding for bins and instructional workshops does not exist anymore.

The current Integrated Municipal Solid Waste Management system in Jefferson County is a combination of public and private involvement.

- Waste collection and disposal services are conducted exclusively by the private sector either through self-subscription (residents, commercial establishments and institutions) or municipal contract. Rates are established by each company and paid directly by their residential or commercial customers, with the exception of those under municipal contract. These residents may be charged through their water/sewer bills.
- No municipality in the county provides waste or recycling collection services to its' residents, commercial establishments or institutions.
- Residential curbside recycling services, where available, are handled by the private sector either through municipal contract or self-subscription with private haulers. Some haulers offer by the bag pricing and senior discounts, but most offer standard rates with bag/container limits.
- Commercial recycling is solely provided by the private sector in which businesses self-subscribe with a private hauler.
- The Authority manages the recycling drop off program, but the actual collection and processing of recyclables are done through contract with the private sector.
- Disposal of C&D waste are managed by the private sector.
- Other recyclables such as scrap metals, used oil and other non-Act 101 recyclables are managed mostly by the private sector, with the exception of one-day collection events held by the Authority in previous years.
- Biosolids and septage are managed by a combination of public and private entities.

- Infectious and chemotherapeutic waste is managed privately.
- Prior to Act 90 of 2006, the Authority licensed haulers in the County. The Authority ceased doing so after the Act took effect. With the Plan update, the Authority intends to register haulers rather than license to assure proper disposal of MSW.
- Currently waste haulers operating in Jefferson County dispose of the collected waste at a landfill of their choice as long the landfill is designated in the Plan and the landfill maintains a contract with the Authority

REQUEST FOR PROPOSALS

As indicated, the County chose to utilize an RFP process to solicit waste disposal capacity, as well as support of its Integrated Municipal Solid Waste Management Services. These services included: 1) An 19-site drop off recycling program open 24/7 that accepts 11 materials; 2) Conducting collections for hard to dispose of materials such as tires, household hazardous waste, used electronics, white goods, pharmaceuticals and mercury containing devices; 3) Providing Integrated Municipal Solid Waste Management education, programs and technical support to residents, schools, municipalities and businesses; and 4) Providing illegal dumping/litter education and cleanups.

Pennsylvania requires Plans be developed using an Integrated Waste Management approach whereas waste is handled in the preferred waste management hierarchy which is to first practice source reduction, then recycle and compost and finally to combust waste at a resource recovery facility or place it in a sanitary landfill. This hierarchy benefits Jefferson County residents, businesses, municipalities, waste haulers and landfills in many ways. Waste prevention helps to reduce handling, treatment and disposal costs and ultimately reduces methane generation and greenhouse gas emissions. Recycling and composting supplies recycled feedstock to industry, provides organic materials rich in nutrients, saves energy and landfill space, as well as proper disposal through combustion and landfilling eliminates illegal dumping, open burning of waste, and diverts banned and hazardous materials such as tires, computers, televisions and mercury containing devices. The sum of all this equals a countywide Integrated Municipal Solid Waste Management Plan that most effectively protects human health and the environment.

Therefore, Proposers were asked to not only address waste disposal capacity for ten (10) years, but also include how their proposal supports the goals of the County's Integrated Municipal Solid Waste Management Services, Act 101 and the State's goal of recycling 35% of the MSW stream and to demonstrate their belief in the preferred waste management hierarchy.

The RFP was designed with selection criteria to favor proposals assisting the County in achieving its recycling goals, as well as providing benefit to public health and safety, economic or financial benefits to residents or local government, decreasing the risk of liability from improper disposal of MSW, conserving resources and providing for the maximum feasible development and implementation of waste reduction and recycling programs.

On June 12, 2015, the Authority nationally advertised as part of the Plan Update process a Request for Proposals. Due to unforeseen circumstances all responses to the RFP were rejected. A new RFP was nationally advertised October 27, 2016 in the Waste 360 online publication, published in the November 5, 2016 edition of the PA Bulletin and notices were sent to a broad list of potentially eligible solid waste processing and disposal facilities. Six (6) proposals were received on December 14, 2016 from the following facilities: Evergreen Landfill, Greentree Landfill, Laurel Highlands Landfill, McKean County Landfill, Northwest Sanitary Landfill and Wayne Township Landfill.

CRITERIA FOR EVALUATING THE PROPOSALS

Mandatory evaluation criteria:

These requirements were evaluated on a pass/fail basis. Proposals that failed to meet all of the following requirements were given no further consideration.

1. All required proposal forms are included in the response and are completed in full and signed/sealed where indicated.
2. Facility has a current state issued waste disposal permit and has the ability to start accepting waste on or about April 1, 2017.
3. Facility guarantees, at a minimum, disposal capacity for a least fifty percent (50%) of the county's anticipated MSW for a period of five (5) years with a renewal period of five (5) years, for a total of ten (10) years, unless a narrative is provided as outlined in Section D. Requested Services

Point-rated evaluation criteria:

These criteria were used to determine the relative technical merit of each proposal and the best overall value and benefit to Jefferson County and its residents.

1. Ability to reserve capacity in addition to the fifty percent (50%) minimum for ten (10) years. Additional reserve capacity percentage or tons for each of the ten (10) years should be included in the Proposal. (20 points)
2. Sufficiency of daily disposal capacity for current obligations of facility including proposed Jefferson County waste including degree of non-dependence on additional permit approvals for up to ten (10) years. (10 points)
3. The cost of disposal per ton for MSW in comparison with other Proposers. (30 points)
4. Proposers experience, qualifications and compliance record including compliance with federal and state laws and regulations and with all applicable Jefferson County/Authority ordinances, regulations and contracts. (20 points)
5. Willingness to permit flexibility in volume of waste deliveries for disposal (without put-or-pay or other punitive restrictions). (5 points)
6. Contingency plans for continued waste disposal in the event of reduction in facility daily disposal rate. (5 points)
7. Willingness to enter into the contract specifications stipulated in the RFP and the extent of proposed deviations from specifications. (10 points)
8. Proposer's support of the preferred waste management hierarchy and the Authority's integrated municipal solid waste management services (20 points)
9. Proposer's adherence to existing or past contracts they have/had with the Authority. (15 points)

FUTURE COSTS OF PROCESSING AND DISPOSAL

As part of the RFP process for waste disposal capacity, specific unit pricing per ton, was requested from the Proposers for each of the ten (10) years of the Plan beginning 2017. The cost to Jefferson County residents and businesses for disposal of MSW is determined by the tipping fees at the designated facilities, as well as the cost of MSW collection by private haulers. The tipping fees, proposed through the RFP's, are listed in Table 18 for the first year. The fees include all state, local and Authority fees and represent the maximum, not-to-exceed, amount per ton the designated facilities may charge for the disposal of MSW generated in Jefferson County. The tipping fees, which include annual increases, for the remaining nine (9) years of the Plan are also designated in the RFP by the Proposers. The costs for collection by the haulers, however, is determined by the private hauling companies and are not influenced by the Plan update process.

Table 18: Maximum Tipping Fees First Year (Includes State, Local and Authority Fees)

Landfill	Owner	MSW	C&D	Sewage Sludge	ICW	Asbestos	Contaminated Soil
Evergreen	Waste Management	\$78.93	\$78.93	\$78.93	n/a	n/a	n/a
Greentree	Advanced Disposal	\$53.70	\$53.70	\$53.70	n/a	n/a	n/a
Laurel Highlands	Waste Management	\$78.83	\$93.47	\$78.83	n/a	n/a	n/a
McKean County	Casella Waste	\$48.00	\$48.00	\$58.00	\$48.00	n/a	n/a
Northwest Sanitary	Waste Management	\$86.02	\$86.02	\$86.02	n/a	n/a	n/a
Wayne Township	Clinton County Solid Waste Authority	\$55.00	\$55.00	\$55.00	\$55.00	\$65.00	\$55.00

Source: December 14, 2016 Request for Proposals

SELECTION OF MUNICIPAL SOLID WASTE DISPOSAL FACILITIES AND INTEGRATED MUNICIPAL SOLID WASTE MANAGEMENT SYSTEM

Act 101 expressly authorizes a county to require all MSW generated within its' boundaries be processed or disposed only at a specific facility(s) designated in the County Plan [53 P.S. §4000.303(e)]. The County intends on requiring all waste haulers or transporters and self-haulers to use only those facility(s) identified in the final approved Plan Update.

Jefferson County Solid Waste Authority Rules and Regulations for Municipal Solid Waste and Recycling Haulers (Exhibit D) requires that all municipal waste generated in the County must be delivered to Designated Facilities. It also requires that all persons and municipalities that collect and transport municipal waste in the County must be registered with the County and must deliver County generated MSW only to facilities qualified and designated in the Plan. This is how the County will assure delivery of waste only to designated facilities.

The planned disposal system appears to be efficient and cost-effective to meet the disposal needs of the County. Having multiple facilities available should help to promote competition that will help to keep the system cost-effective. Having several facilities should also promote efficiency by giving haulers the option of using the closest facility.

Using the Criteria for Evaluating the Proposals aforementioned, all of the facilities are qualified to become designated disposal facilities in the Jefferson County Integrated Municipal Solid Waste Management Plan. Each provided adequate documentation of professional experience, state of the art design standards, financial ability, and the necessary regulatory permits and approvals. The facilities will enter into negotiations for an Integrated Municipal Solid Waste Management Services Contract (Exhibit C) with the Authority for a period of five (5) years with a renewal period of five (5) years, for a total of ten (10) years. Table 19 lists the selected facilities along with their remaining years of capacity.

Table 19: Jefferson County Designated Disposal Facilities 2017-2026

Facility	Capacity Years Remaining
Evergreen	46
Greentree	45
McKean County	30*
Laurel Highlands	132
Northwest Sanitary	7
Wayne Township Landfill	40*

*indicates number of years with planned expansion

Unforeseen opportunities and circumstances may occur throughout the implementation period of the Plan. Technological advancements could present processes and/or facilities that are not currently available. Mergers and acquisitions could prompt industry requests to divert waste to facilities that are not designated in the Plan. Or, it becomes desirable to a business, waste hauling company, municipality or other source that wants to utilize a facility not designated in the Plan. To accommodate such situations, interested facilities shall make a request in writing to the Authority to be considered for inclusion in the Plan, however, there is no guarantee of inclusion. Future facilities will be subject to the same criteria set forth in the original RFP and the Integrated Municipal Solid Waste Management Services Contract.

While Jefferson County intends to exercise flow control during the ten (10) year period requiring waste be delivered only to designated facilities as demonstrated in its' Waste Flow Control Ordinance of November 7, 1991, it reserves the right to enter into additional future contract(s) during the ten (10) year period with other site(s) or facility(s) meeting its' criteria, particularly when such contract(s) is economically superior to contract(s) outstanding or such contract(s) is necessary to assure disposal of one hundred percent (100%) of the County's capacity. The County will give public notice of this determination and solicit proposals.

It is the intent of this Plan Update to maintain the current system as summarized by securing disposal capacity with multiple facilities and continue to allow registered haulers and municipalities to select the facility that best meets their needs for managing the municipal waste they collect from the list of County designated disposal facilities. The Authority will continue to operate the drop off recycling program, but the Authority will become responsible for collection and marketing of the materials. The County will also strive to fill the gaps of services not offered by holding one-day collection events for materials such as household hazardous waste, tires, unwanted medications and other hard to dispose of and recyclable items.

The reasons for selecting to continue with the current system are as follows:

1. **Fulfills Public Goals.** The system defined herein was the preferred system selected by the County Solid Waste Advisory Committee and local officials when the current Municipal Solid Waste Management Plan was developed and designated. This fully integrated system was selected on its technical, economic, environmental and long-term merits that are discussed in the original Plan.
2. **Convenience.** Materials are currently flowing from points of generation to disposal or recycling sites with little or no difficulty. The locations of the facilities designated for disposal of municipal waste are within a direct haul driving distance for County registered haulers. The processing facilities for recyclable materials are regionally accessible to haulers and the County, which operates the recycling drop-off collection system.

3. Cost-Effectiveness. Registered haulers have the option of selecting the designated disposal facility that offers the best opportunity to meet their individual needs to deliver municipal waste collected from County sources. They may use the facility offering the most competitive tipping fee, within the most reasonable driving distance from the areas serviced by the haulers. Having a number of facilities available results in competition that helps keep costs under control.
4. Flexibility. The County has not committed any specific amount of municipal waste to any of the designated disposal facilities designated in this Plan. Therefore, if a County registered hauler, municipality or business can secure a more competitive tipping fee at a facility other than those designated; additional facilities can be added as opportunities arise. This Plan defines a process for facilities to be added to the Plan in the future.
5. Sufficient Capacity. The system has more than adequate capacity to manage all municipal waste and recyclables generated in the County. There is no need to seek additional facilities or consider other management options unless substantial changes occur in waste generation or unless costs and opportunities change related to other management options.

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CHAPTER 6: LOCATION

The purpose of this section is to identify the physical location of the disposal facilities which will be used for the disposal of MSW generated in Jefferson County for the calendar years of 2017 through 2026. These facilities were identified through a fair, open and competitive procurement process as discussed in Chapter 5. Jefferson County MSW shall be disposed at any of the permitted disposal facilities listed in Table 20 for an initial period of five (5) years with a renewal option for an additional five (5) years for a total of ten (10) years.

Table 20: Jefferson County Permitted Municipal Waste Disposal Facilities

Facility	Address	One-way Distance from Brookville, PA miles	One-way Distance from Brookville, PA hours
Evergreen Landfill	1310 Luciusboro Road Blairsville, PA 15717	57	1 hour, 10 minutes
Greentree Landfill	635 Toby Road Kersey, PA 15746	26	38 minutes
Laurel Highlands Landfill	260 Laurel Ridge Road Johnstown, PA 15909	65	1 hour, 41 minutes
McKean County Landfill	19 Ness Lane Kane, PA 16735	60	1 hour, 30 minutes
Northwest Sanitary Landfill	1436 West Sunbury Road West Sunbury, PA 16061	56	1 hour
Wayne Township Landfill	15 Landfill Lane McElhatten, PA 17748	100	1 hour, 36 minutes

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CHAPTER 7: IMPLEMENTING ENTITY JUSTIFICATION

Under Act 101, a County has the power and duty to implement its Act 101 Plan per Section 303. Similarly, municipalities other than counties have the power and duty to implement recycling programs in their communities, per Section 304. The framework for implementing the Plan is formed by the Jefferson County Solid Waste Management Ordinance. (Exhibit A)

As with the 2003 Plan, the Authority is the entity responsible for implementing the Plan and future municipal waste planning and revision activities for Jefferson County. The legal basis for such authority is contained in Section 303(d) of Act 101, the Jefferson County Municipal Solid Waste Management Ordinance and the Municipal Waste Management Agreement Between Jefferson County and the Authority. (Exhibit B)

The Authority is governed by a seven-member Board of Directors. Members are appointed by the Jefferson County Board of Commissioners and serve five-year terms. The Authority has all powers provided for under the Municipality Authorities Act.

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CHAPTER 8: PUBLIC FUNCTION

Jefferson County does not intend to purchase or operate its own disposal facility, though it may at a later date further investigate the feasibility of a transfer station/MRF. The County plans to continue to operate its current drop off recycling program, and when applicable, will begin to collect and market the materials to MRF's such as the Indiana County Solid Waste Authority and the Elk County Solid Waste Authority or with local recycling markets. In addition, as opportunities arise to improve the drop off recycling program they will be pursued.

Jefferson County's residential, commercial and institutional municipal waste collection and Curbside recycling programs are handled by the private sector and will likely remain the same. Ultimately, the decision lies with the individual municipalities. While some municipalities collect leaf and/or yard waste, and others may haul materials collected in seasonal clean-ups, none are fully engaged in serving the weekly demands of their residents.

The public sector will continue to process wastewater into sewage sludge that is generally disposed in private sector facilities. The private sector will continue to collect, process and dispose of liquid sludge and septage and infectious and chemotherapeutic waste.

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CHAPTER 9: IMPLEMENTING DOCUMENTS

The following documents, will be used by the County to implement this Plan and copies are included in the Exhibits.

1. Jefferson County Municipal Solid Waste Management Ordinance - upon completion of this Plan update, the Jefferson County Board of Commissioners will adopt. (Exhibit A)
2. Municipal Waste Management Agreement between Jefferson County and the Authority – this document is used to give the Authority the responsibility to implement the Plan and future municipal waste planning and update activities for Jefferson County. (Exhibit B)
3. Integrated Municipal Solid Waste Management Services Contracts – this document will be executed between the Authority and Designated Facilities assuring capacity for county-generated MSW for an initial period of five (5) years with a renewal option for an additional five (5) years for a total of ten (10) years and support of the County's Integrated Municipal Solid Waste Management Services. Any facility that wishes to qualify as a designated facility must agree to the provisions of this Contract which ensures consistent treatment among all facilities that are designated to accept county-generated MSW. This contract would also apply to any facilities that are added to the Plan in the future. (Exhibit C)
4. Jefferson County Solid Waste Authority Rules and Regulations for Municipal Solid Waste and Recycling Haulers – this document designates disposal facilities, provides flow control requirements to direct waste to designated facilities, provides a registration program for all haulers/persons who collect and transport MSW in Jefferson County and provides penalties for violation. (Exhibit D)

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CHAPTER 10: ORDERLY EXTENSION

This Plan update seeks to provide for an orderly extension of the County's Integrated Municipal Solid Waste Management System in a manner that is consistent with the needs of the County. It was developed with the earlier 1990 Plan and 2003 Plan Update in mind, as well as the Studies listed in Chapter 4. In order to maintain competitive disposal options, it continues as the previous ones with multiple disposal facilities designated to accept county-generated MSW. This Plan has been developed in accordance with current federal, state and local laws and regulations. This Plan update will remain in effect until replaced or updated.

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CHAPTER 11: NON-INTERFERENCE

This plan will not interfere with the design, construction, operation, financing, or contractual obligations of any municipal processing or disposal facility. Nearly all the MSW generated within Jefferson County is collected by local haulers and disposed in existing disposal facilities that are part of the current plan.

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CHAPTER 12: PUBLIC PARTICIPATION

The Plan update process was conducted in an appropriate public forum. Public notifications of the update process were sent to DEP, all county municipalities and the Solid Waste Advisory Committee. These notifications advised all parties of the intention of the County and the Authority to conduct a non-substantial plan update. The planning process has followed the requirements of 25 PA Code Chapter 272. Each municipality in Jefferson County received a copy of the Plan document for review 30 days before it was submitted to DEP for approval. No comments were received and the Plan was submitted to DEP for approval.

The Solid Waste Advisory Committee met throughout the process and provided input and review of the document. Committee members reviewed the drafted Plan 30 days prior to its' submission to DEP for approval. One member asked that Route 36 be included in Chapter 1, Location section. It was added. The other members concurred with the Plan as drafted. Their meetings were advertised in the local newspaper and were open to the public. Their meeting minutes are on file at the Solid Waste Authority's office.

The Authority met monthly during the Plan update process. Their meetings were advertised in the local newspaper and were open to the public. Based on concurrence of the Plan Update from the Solid Waste Advisory Committee and the Board of County Commissioners, the Authority recommended the Plan be submitted to DEP for approval. Their meeting minutes are on file at the Solid Waste Authority's office.

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EXHIBITS

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EXHIBIT A

**JEFFERSON COUNTY MUNICIPAL SOLID WASTE MANAGEMENT ORDINANCE
ORDINANCE NO. _____**

AN ORDINANCE OF JEFFERSON COUNTY, PENNSYLVANIA, REGULATING THE COLLECTION, TRANSPORTATION, PROCESSING AND DISPOSAL OF MUNICIPAL SOLID WASTE AS SET FORTH IN THE JEFFERSON COUNTY MUNICIPAL SOLID WASTE MANAGEMENT PLAN.

WHEREAS, Act 101, the Municipal Waste Planning, Recycling and Waste Reduction Act was enacted on July 28, 1988 gave the County of Jefferson (County) the primary responsibility for planning for municipal waste management within its boundaries, ensuring for sufficient disposal capacity and ensuring for maximum feasible waste reduction and recycling of all municipal solid waste generated within its boundaries; and

WHEREAS, the County desires to: (1) reduce the volume of waste, recyclables and compostables entering the waste stream and landfill to further the waste diversion goals as supported by the County Municipal Solid Waste Management Plan (Plan); (2) encourage the recycling of certain discarded materials; (3) obtain information for long-term municipal waste management planning; and (4) protect the health, safety and welfare of the public; and

WHEREAS, the County desires to encourage boroughs and townships within the County to support the goals of an integrated solid waste management system

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

WHEREAS, Act 101 authorizes a County with an approved Plan that was submitted under the Act to require all municipal solid wastes generated within its boundaries be processed or disposed at designated processing or disposal facility(s); and

WHEREAS, Act 101 authorizes a County, in carrying out its duties under section 303, to adopt ordinances, resolutions, rules and regulations for the processing and disposal of municipal solid waste; and

WHEREAS, the purpose and requirements of Act 101 will be best carried forth by adopting this Ordinance and entering into a Municipal Solid Waste Management Agreement (Agreement) with the Jefferson County Solid Authority (Authority) which will empower and require the Authority to implement and carry forth the 2017 Plan Update and to fulfill all rights, duties, and obligations of the County under Act 101.

WHEREAS, it is the intent of this Ordinance to: (1) reduce the volume of waste, recyclables and compostables entering the waste stream and landfills; (2) encourage the recycling of certain discarded materials; (3) obtain information for long-term municipal waste management planning; and (4) protect the health, safety and welfare of the public; and

WHEREAS, the County desires to encourage boroughs and townships within the County to enact ordinances to support the goals of an integrated solid waste management system.

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

Section 1. Definitions

The following terms, when used in this Ordinance, shall have the meaning set forth below.

Act 97. The Solid Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, as now or hereafter amended.

Act 90. The Pennsylvania Waste Transportation Safety Act of 2002, as now or hereafter amended.

Act 101. The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101, as now or hereafter amended.

Authority. The Jefferson County Solid Waste Authority, a municipal authority of the County organized and existing under the Municipal Authorities Act of 1945, as now or hereafter amended.

Authority Rules and Regulations. A document which designates disposal facilities, provides requirements to direct waste to designated facilities, provides for a registration program for all persons that collect and transport municipal solid waste in Jefferson County and provides penalties for violation.

County. The County of Jefferson, Pennsylvania.

Designated Facility(s). Any municipal solid waste storage, collection, transfer, processing, or disposal facility permitted by the state in which the facility is located, and is specifically designated in the Plan as being a facility wherein municipal solid waste generated in Jefferson County may be disposed of.

Integrated Solid Waste Management System. A comprehensive waste prevention, recycling, composting and disposal program which considers how to prevent, recycle, and manage solid waste in ways that most effectively protect human health and the environment.

Municipal Waste. Any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial, or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source-separated recyclable materials.

Municipal Waste Management Agreement. The agreement between the County and the Authority defining and delegating certain of the County's municipal waste management powers and responsibilities to the Authority, as authorized by Act 101.

Person. An individual, business, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. This term includes officers and directors of a corporation or other legal entity having officers and directors.

Plan. The Jefferson County Municipal Solid Waste Management Plan as now or hereafter amended and as approved by DEP pursuant to Act 101 and approved by the Board of Jefferson County Commissioners.

Recycling. The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through

combustion) and creation and recovery of reusable materials other than a fuel for the creation of energy.

Source Separated Recyclable Materials. Materials that are separated from municipal waste at the point of origin for the purpose of recycling.

Section 2. Operation by Registered Collectors; Compliance

1. **Registration.** Any Person engaged in the business of collection, hauling or disposing of municipal solid waste and source separated recycling materials generated in this County shall, prior to engaging in such business or activity, shall register for the specific purpose of conducting such business, which registration shall be issued and administered by the Authority.
2. **Compliance with Rules, Regulations and Ordinances.** In carrying out the activities relating to municipal waste and source separated recycling materials collection, transportation or disposal within the County, all municipal waste collectors and transporters shall comply with all ordinances, resolution, rules and regulations pertaining to the collection, transportation and disposal of municipal waste as may hereinafter be enacted by the County and all resolutions, rules and regulations adopted by the Authority pursuant to this Ordinance and the Municipal Waste Management Agreement.

Section 3. Waste

1. **Delivery to Designated Facility(s).** Except as provided in (3) below, all municipal solid waste shall be delivered to a facility(s) designated in the Plan.
2. **Delivery to Other Facility(s).** Delivery of municipal solid waste to facility(s) not designated in the Plan is prohibited.
3. **Recycling.** Nothing herein shall be deemed to prohibit source-separation of recyclable materials.

Section 4. Administration

1. The Authority shall have the power and its duty shall be to implement the Plan and this Ordinance and, in order to carry forth such power and duty, to adopt and enforce Authority Rules and Regulations.
2. Authority Rules and Regulations shall, at a minimum:
 - a. identify the designated facility(s) for disposal of municipal waste;
 - b. specify such predisposal processing or separation or other requirements as are deemed necessary or convenient for the efficient, effective, reliable and safe operation of a designated facility(s) and the integrated solid waste management system;
 - c. govern the issuance, administration and revocation of hauler registration, including without limitation, application procedures, fees, standards and conditions for registration, record and reporting requirements, equipment and vehicle requirements, and any other matters deemed necessary or convenient by the Authority for the efficient, effective, reliable and safe operation of a designated facility and the integrated solid waste management system, including without limitation:
 - i. withholding, suspending or revoking registrations; and

- ii. establishing fees for use of the integrated solid waste management system; and
 - iii. establishing fees and penalties for violations of Authority Rules and Regulations (which fees and penalties may be established as determined by the Authority in an amount designed to protect the integrated solid waste management system and to compensate the Authority for the costs, damages and lost revenues related to any such violation.)
3. Authority Rules and Regulations shall be consistent with, and shall carry forth, the Plan. All fees shall be reasonable and uniform.

Section 5. Existing Contracts; Facilities

1. **Non-interference with Existing Contracts.** Nothing contained in this Ordinance shall be construed to interfere with or in any way modify the provisions on any existing contract of any municipality or hauler that complies with the Plan.
2. **New Contracts and Renewals of Existing Contracts.** No renewal of any existing contracts upon the expiration of the original term thereof and no new contract for municipal waste collection, transportation, processing or disposal shall be entered into after the effective date of this Ordinance, unless such renewal or such contract shall conform to the requirements of the Plan, this Ordinance, and any resolutions and rules and regulations promulgated by the Authority pursuant to this Ordinance and the Municipal Waste Management Agreement, and shall further conform to any of the terms and conditions of registration issued by the Authority pursuant to this Ordinance, as specified or required by the Plan.

Section 6. Unlawful Activities; Public Nuisance

It shall be unlawful for any person to violate, cause or assist in the violation of any provision of this Ordinance, or violate, cause or assist in the violation of any rule, regulation, resolution or standard promulgated by the Authority pursuant to this Ordinance and the Municipal Waste Management Agreement, or any rules, regulation, resolution or standard promulgated by the Authority consistent with this Ordinance and the provisions of Act 101 and the Plan. All unlawful conduct shall also constitute a public nuisance.

Section 7. Penalties

1. Any person who engages in unlawful conduct as defined in this Ordinance shall, upon conviction thereof, in a summary proceeding before a District Justice, be sentenced to pay a fine of not more than One Thousand Dollars (\$1,000) and not less than Three Hundred (\$300.00), to be paid to the use of the Authority, with costs of prosecution, or to be imprisoned in the County Jail for not more than thirty (30) days, or both.
2. Any person who engages in unlawful conduct as defined in this Ordinance shall, in accordance with applicable provisions of the laws of the Commonwealth, be subject to the provisions of Act 101, Chapter 17, as such provisions with respect to enforcement and remedies may apply to any such unlawful conduct.
3. Each violation for each separate day and each violation of any provision of this ordinance or Plan shall constitute a separate and distinct offense under this section.

Section 8. Revocation of Registration

Upon finding that any Person has engaged in unlawful conduct as defined in Section 6 of this Ordinance, the Authority may (a) revoke any registration issued by the Authority to that Person and (b) deny any subsequent application by that Person or any Person who or which was, or who or which is, affiliated with, related to, or controlled by, any Person who was, at the time of commitment of such unlawful conduct, or any time thereafter, an officer, director, shareholder, partner, or joint venturer of, under contract with, employed by or related or affiliated in any manner with such Person, for issuance of the registration required by Section 2 hereof.

Section 9. Injunctions; Concurrent Remedies

1. **Restraining Violation.** In addition to any other remedy provided in this Ordinance, the County or the Authority may institute a suit in equity where unlawful conduct or a public nuisance exists as defined in this Ordinance for an injunction to restrain a violation of this Ordinance or of any resolutions and rules and regulations promulgated or issued by the County pursuant to this Ordinance and the Municipal Waste Management Agreement.
2. **Concurrent Remedies.** The penalties and remedies prescribed by this Ordinance shall be deemed concurrent. The existence or exercise of any remedy shall not prevent the County or the Authority from exercising any other remedy provided by this Ordinance or otherwise provided at law or equity.

Section 10. Construction

The terms and provisions of this Ordinance are to be liberally construed, so as best to achieve and to effectuate the goals and purpose hereof. This Ordinance shall be construed in pari materia with Act 97 and Act 101.

Section 11. Municipal Ordinances

Pursuant to Section 304 (d) of Act 101, the provisions of this Ordinance shall supersede the provisions of any municipal ordinance to the extent that the provisions of any such municipal ordinance are inconsistent with, or conflict with, the provisions of this Ordinance, except as otherwise provided by Section 502 (o) of Act 101.

Section 12. Severability

If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutionality, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Jefferson County Board of Commissioners that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof had not been included herein.

Section 13. Effective Date

This Ordinance shall be effective on this day of _____ of _____, 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

CHIEF CLERK

CHAIRMAN

EXHIBIT B

MUNICIPAL WASTE MANAGEMENT AGREEMENT BETWEEN JEFFERSON COUNTY AND THE JEFFERSON COUNTY SOLID WASTE AUTHORITY

WHEREAS, The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101 ("Act 101") was approved on July 29, 1988; and

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

WHEREAS, the Authority was established for the purpose of providing the specialized knowledge, technical competence and administrative expertise for the effective, efficient reliable and environmentally safe storage, collection, transportation, processing and disposal of solid waste generated within the County; and

WHEREAS, the Plan provides that the Authority will assume and fulfill all of the County's rights, duties and obligations under Act 101 for municipal waste planning and for implementation of the Plan; and

WHEREAS, the 2017 Plan will be effected and carried forth by adopting the Jefferson County Municipal Waste Management Ordinance and by entering into this Municipal Waste Management Agreement (Agreement) with the Authority; and

WHEREAS, the County has adopted and approved the 2017 Plan;

NOW, THEREFORE, the County and the Authority, intending this to be a sealed instrument which is legally binding upon themselves and their respective successors and assignees, agree as follows:

Section 1. Definitions

Act 97. The Solid Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, as now or hereafter amended.

Act 101. The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101, as now or hereafter amended.

Authority. The Jefferson County Solid Waste Authority, a municipal authority of the county organized and existing under the Municipality Authorities Act of 1945, as now or hereafter amended.

Authority Rules and Regulation. A document which designated disposal facilities, provides requirements to direct waste to designated facilities, provides for a registration program for all persons that collect and transport municipal solid waste and source separated recycling materials in Jefferson County and provides penalties for violation.

County. The County of Jefferson, Pennsylvania.

Jefferson County Municipal Waste Management Ordinance. An ordinance to be enacted by the County substantially in the form attached as Exhibit 1 to the Agreement.

Municipality. A county, city, borough, incorporated town, township, or home rule municipality.

Person. An individual, business, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. This term includes officers and directors of a corporation or other legal entity having officers and directors.

Plan. The Jefferson County Municipal Waste Management Plan as now or hereafter amended and approved by DEP pursuant to Act 101 and approved by the Board of Jefferson County Commissioners.

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

Municipal Waste. Any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial, or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source-separated recyclable materials.

Source-Separated Recycling Materials. Materials that are separated from the municipal waste at the point of origin for the purpose of recycling.

SECTION 2. County Agreement Regarding the Plan

The County will not amend, revise, repeal, change or otherwise alter the 2017 Plan during the term of this Agreement without prior written consent or recommendations of the Authority.

SECTION 3. County Agreement to Enact Ordinance

1. The County shall adopt and enact the Jefferson County Municipal Management Ordinance.
2. The County shall not amend, revise, repeal, change or otherwise alter the Jefferson County Municipal Waste Management Ordinance during the term of this Agreement without prior written consent or recommendation of the Authority.

SECTION 4. Delegation of Powers and Duties and Assumption of Responsibility by the Authority

1. The County hereby delegates to the Authority all rights, duties and obligation of the County under Act 101 for Municipal Waste planning and for implementation of the 2017 Plan.
2. The Authority hereby assumes and agrees to fulfill and carry forth all of the County's rights, duties and obligation under Act 101 for Municipal Waste Planning and for implementation of the Plan; and in connection with the Authority's obligations under this Agreement:
 - i. The Authority shall take all such actions and shall exercise all such powers as are necessary or appropriate to manage an integrated municipal solid waste management system as contemplated and required under the Jefferson County Municipal Waste Management Ordinance and the Plan.

- ii. The Authority shall adopt, administer and enforce on behalf of the County and on its own behalf the Jefferson County Municipal Waste Management Ordinance and the Authority Rules and Regulations.
- iii. The Authority Rules and Regulations shall be consistent with, and carry forth, the Jefferson County Municipal Waste Management Ordinance and the Plan.
- iv. The Authority shall establish and charge reasonable and adequate fees to ensure the safe, reliable, efficient, and effective design, development, financing, construction, operation and management of the integrated municipal solid waste management system.

SECTION 5. Additional Covenants

1. The County and the Authority shall in good faith during the term of this Agreement take all such actions as may be necessary or appropriate to carry out the purpose of this Agreement.
2. If and to the extent that the Authority is determined by a court of competent jurisdiction not to be authorized to carry out any function or duty required by this Agreement, the responsibility to perform such function or duty shall devolve upon the County.

SECTION 6. Representatives and Warranties

The County and the Authority represent and warrant that:

1. Each has all requisite power and authority to enter into this Agreement, to engage in the transactions contemplated by this Agreement and to perform their respective obligations under this Agreement.
2. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action, and the undersigned officers of the County and the Authority have been duly empowered by all necessary action to execute and deliver this Agreement.
3. This Agreement constitutes a valid obligation, legally binding upon the County and the Authority and enforceable against them in accordance with the terms of this Agreement and in the manner in which valid contractual obligations are enforced generally.

SECTION 7. Term.

This Agreement shall be for a term beginning on the date of execution by the parties and continuing so long as a Plan is in effect or until a new Plan is adopted.

SECTION 8. Assignability

This Agreement is not assignable.

SECTION 9. Amendments

This Agreement shall not be modified or amended except by written instrument duly executed on behalf of the County and the Authority.

SECTION 10. Severability

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remainder of this Agreement; and this Agreement shall be construed and enforced consistent with its express purposes as if such invalid or unenforceable provision has not been contained in this Agreement.

IN WITNESS WHEREFORE, the County and the Authority hereto have duly executed and delivered this Agreement on this day _____, of _____, 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

Chief Clerk

Chairman

ATTEST:

JEFFERSON COUNTY SOLID WASTE AUTHORITY

Chairman

EXHIBIT C

INTEGRATED MUNICIPAL SOLID WASTE MANAGEMENT SERVICES CONTRACT

THIS AGREEMENT made this _____ day of _____, 20__ by and between the Jefferson County Solid Waste Authority, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania ("Authority"), and _____ a corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("Contractor").

WHEREAS, Jefferson County is required under the Municipal Waste Planning, Recycling and Waste Reduction Act, the Act of July 28, 1988, P.L. 1988-101 [53 P.S. 4000. 101 et seq], "Act 101" to adopt, implement and revise a municipal waste management plan; and

WHEREAS, Jefferson County by its Municipal Waste Management Ordinance No. _____, empowered the Authority to fulfill its requirements under the Pennsylvania Waste Planning, Recycling and Waste Reduction Act (Act 101 of 1988), including authorizing the Authority to implement and administer the Jefferson County Municipal Waste Management Plan, to register solid waste haulers, and to provide an integrated municipal solid waste management system within Jefferson County); and

WHEREAS, in accordance with Section 502(d) of Act 101, the Authority has determined the future need for disposal capacity for the ten-year planning period, given public notice of such determination and solicited proposals for integrated municipal solid waste management services in Jefferson County; and

WHEREAS, the Contractor has submitted a proposal for its municipal waste landfill described hereinafter; and to provide integrated municipal solid waste management services to the Authority; and

WHEREAS, the Contractor will provide, or cause to be provided, conventional landfill space or otherwise accept for proper disposition, acceptable municipal waste generated within Jefferson County, subject to the terms and conditions set forth in this contract; and

WHEREAS, the Authority believes it is in the best interest of the citizens of Jefferson County to provide for a long term plan for the disposition of municipal solid waste and therefore desires to enter into this integrated municipal solid waste management services contract to obtain disposal rights at the contractor's facility and to comply with the requirements of Act 101, upon the terms and conditions set forth in this contract; and

WHEREAS, the Authority has designated the Contractor's facility _____ at _____ as a disposal site for acceptable municipal solid waste in furtherance of the County's responsibilities under Act 101.

WHEREAS, the Authority is authorized by Section 5607(d) of the Municipality Authorities Act, 53 PA.C.S. to enter into contracts to provide services to other municipalities and the public, and to fix the amount to be paid for such services; and

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

1. DEFINITIONS

All words, terms and/or phrases used herein, if not specifically defined herein, shall have the meanings set forth in Act 101, 53 P.S. §4000.101 et seq. and/or the Pennsylvania Solid Waste Management Act (35 P.S. 6018.101, et seq), and/or regulations promulgated thereunder, subject to such additions, deletions, or modifications thereto as are set forth herein.

Acceptable Waste - All wastes which, under applicable statutes and regulations, is permitted to be received at Contractor's facility and is intended to include:

- a. All "municipal waste" in or generated within the political boundaries of Jefferson County;
- b. All "construction and demolition waste" to the extent the same is of the type which normally would be placed at the curbside in amounts normally collected as "Municipal Waste" for disposition and collection incident to residential and commercial activities; and

- c. "Sewage Sludge or biosolids" that otherwise constitutes "Municipal Waste" under Act 101; provided in each instance the waste does not constitute Residual or Hazardous Waste.

Administrative Services Fee – a fee charged by the Authority in accordance with the Municipal Authorities Act 53 PA, Chapter 56 on each ton of municipal waste (including construction and demolition waste and sewage sludge or biosolids) disposed at contracted facility(s). The administrative services fee is solely separate from any Act 101 recycling fees and fully based on the services and program that are or will be implemented in that service year or the next or subsequent years fully in respect to solid waste management. These fees are not preempted nor otherwise prevented by law and are a realizable serviceable fee.

Alternative Payment – The Authority shall accept an alternative payment on a monthly basis from each respondent. If respondent chooses to make an alternative payment instead of the administrative services fee, the type of payment made will not determine the binding nature of the contract as referred to in the preceding sections. The alternative payment shall be as binding as the administrative services fee as would any agreed-upon fee be by law. The Authority prefers to base the alternative payment in a manner that is consistent and reflects to the \$2.50 for each ton of MSW (including C&D waste and sewage sludge) disposed at contracted disposal facilities. The collection of this payment is authorized by the Municipal Authorities Act 53 PA, Chapter 56 and will be used in accordance of the Act. The alternative payment may be administered by the Authority as the Authority deems fit without any restriction except that the fees will be used to administer the Integrated Municipal Solid Waste Management Plan and the operations and administration of the Authority. This payment will be collected by the Contractor(s) and reimbursed to the Authority on a monthly basis. The amount of the alternative payment must be stated specifically in the RFP and be separate from any other statements or fees and must state a monthly amount paid. For all intents and purposes and to meet public policy considerations behind the theory of an alternative payment, the alternative payment should be added to or equal to the same amount a respondent would pay for the administrative services fee per month in support of the aforementioned operations services. By this method the Authority can and will fulfill its duties and obligations to the residents of Jefferson County and the Commonwealth of Pennsylvania and the requirements of DEP will be satisfied. The Alternative Payment shall not be in kind, in lieu of or as a credit toward debt owed by the Authority to the respondent but the payment shall be a monetary payment.

Authority – The Jefferson County Solid Waste Authority

Bulky Waste (White Goods) - Large items of refuse, including but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commissioners –Jefferson County Board of Commissioners

Construction and Demolition (C & D) Waste - Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contractor - The individual, firm, partnership, joint venture, corporation, or association providing MSW disposal services under contract with the County.

County - The County of Jefferson, Pennsylvania

Department or PADEP - The Pennsylvania Department of Environmental Protection (PADEP).

Hauler or Waste Collector - Any person, firm, partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting MSW to processing or disposal facilities.

Hazardous Waste - Waste which, by reason of its composition or characteristic, is toxic or hazardous waste as defined in the Resource Conservation and Recovery Act (RCRA) of 1976, Subtitle C, 42 USC '6901 et seq., regulations issued thereunder; Act 97, regulations issued under Act 97; and hazardous substances as defined in the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any analogous federal, state or local law, all the foregoing as now in effect or as may hereafter be amended.

Household Hazardous Waste - A waste that would be considered hazardous under the act, but for the fact that it is produced in quantities smaller than those regulated as hazardous waste under the act and is generated by persons not otherwise covered as hazardous waste generators by the act.

Integrated Solid Waste Management System – A comprehensive waste prevention, recycling, composting and disposal program.

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

Municipal Recycling Program - A source separation and collection program for recycling municipal waste, or a program for designated drop-off points or collection centers for recycling municipal waste, that is operated by or on behalf of a county or municipality. The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a county or municipality.

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

Municipal Waste or Solid 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 Solid Waste Disposal Facility - A facility permitted by the PADEP for the disposal of municipal solid waste.

Operator - A person or municipality that operates a MSW processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility or part of a facility.

Permit - A permit issued by the PADEP to operate a municipal waste disposal or processing facility.

Permit Area - The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by PADEP.

Person - An individual, partnership, corporation, association, institution, cooperative enterprise, municipal county, federal government or agency, state institution or agency, including all persons or entities identified under the definition of "person" in the Solid Waste Management Act, 35 P.S. §6018.103 et seq.

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

Remaining Permitted Capacity - The weight or volume of municipal waste that can be disposed at a permitted municipal waste disposal or processing facility. The term shall only include the weight or volume capacity for which the PADEP has issued a permit.

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 any 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.

Sewage Sludge or biosolids - Coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Tipping Fee - The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, resource recovery or disposal facility for accepting various types of solid waste delivered for processing or disposal.

Unacceptable Waste - That waste which is not permitted to be disposed of at a Contractor's facility under applicable laws, regulations, or permits.

Services - are to be considered separate from and not offered in connection to or in any way dependent or contingent to the administrative services fee and the alternative payment. Services are funds or services offered to the Authority by the respondent to accomplish specific operational and administrative needs. Some of those needs are as follows, but this list is not exhaustive as to the operational and administrative needs of the Authority:

1. Integrated solid waste management educational programs;
2. Illegal dump cleanups;
3. Electronic collection services;
4. Tire collection services;
5. Household hazardous waste collection services;
6. White goods collection services;
7. Pharmaceuticals collection services;
8. Mercury containing devices collection services.

Although these are alternative services, the Authority will rely on the funding and as such a stoppage in providing the same shall be considered a material breach of contract.

2. SCOPE OF CONTRACT

a. Effective Date

The contract shall become effective on the day of execution stated in said contract. The Contractor shall begin providing municipal waste disposal services for the Authority on the date mutually agreed upon in the contract.

b. Term of Contract

The initial term of the contract shall be for a period of five (5) years. The term of the contract shall begin on the effective date. The Contractor shall begin providing disposal capacity service for the County on the effective date and shall end on December 31, 2021 of the fifth year, unless the Authority has exercised its right to renew the contract or agreed to an alternate contract period. A subsequent contract term, effective date and renewal options will be treated in a similar manner. The Authority shall have the sole discretion to exercise its right to renew the contract for an additional term of five (5) years. In order to exercise its' option the Authority shall notify the Contractor in writing at least 90 days prior to the effective date that it will be renewing the contract.

c. Compliance with Applicable Laws

The parties to the contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the contract. The Contractor shall conduct the service of municipal waste disposal and integrated municipal solid waste management services as provided for by the contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent County ordinances and Authority Rules and Regulations which shall be made a part hereof as Attachment B and Attachment C respectively with the same force and effect as if specifically set out herein.

d. Breach of Contract

If the Contractor fails to perform any provision of this Contract, or fails to perform any provision of this Contract in a satisfactory manner, or fails to perform any provision of this Contract in accordance with applicable state and/or federal regulations, the Authority shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand, the Contractor must submit to the Authority a written statement that explains the reasons for the non-performance or delays, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to present an explanation before the Authority Board. Upon receipt of the Contractor's statement or the failure of the Contractor to submit a statement, the Authority may, except under the conditions of Force Majeure as defined herein terminate the contract or take any action available to the Authority at law or in equity to recover such damages as may be caused by the breach of contract.

Any breach of the payment of any portion of the Administrative Services Fee or alternative payment, as the case may be, will be considered a material breach of the contract and will result in the breaching party no longer receiving any Jefferson County waste and will be subject to the breach of party to the liquidated damages clauses.

By entering into this contract both parties waive the right to at any future time raise the issue as to the constitutionality, preemption or any other legal issue concerning the administrative services fee, alternative fees and services.

e. Liquidated Damages

- i. If the Contractor neglects, fails or refuses to provide the municipal waste disposal services and integrated municipal solid waste management services in accordance with the terms and provisions of the contract, or otherwise breaches this Contract, then the Contractor does hereby agree, as a part consideration for the awarding of the contract, to pay to the Authority an amount to be determined as hereinafter set forth, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Contractor is in default.
- ii. The amount of the liquidated damages shall be equal to any additional costs, if any, that the Authority has incurred as a result of searching for and/or utilizing alternative processing and/or disposal facility, including but not limited to, any additional tipping fees or transportation costs, administration fees, loss of administrative fees or alternative payments and services, any costs incurred in revising the Act 101 Plan and such attorney fees as may be incurred by the Authority arising out of the breach.

f. Assignment of Contract

No assignment of the contract or any right accruing under the contract shall be made in whole or in part by the Contractor without prior express written approval by the Authority. The delegation of any contract duties will not relieve the Contractor of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without limiting the Contractor's liability.

g. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities, the Authority shall maintain the right to hold the original owner solely liable. However, the Authority, at its option, may determine that the new ownership can adequately and faithfully perform the duties and obligations of the contract for the remaining term of the contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the contract and release the former ownership of all obligations and liabilities. The new ownership will then be solely liable for the performance of the contract and any claims or liabilities under the contract.

h. Waivers

A waiver by either party or any breach of any provisions of the contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance. Where the condition to be waived is a material part of the contract, such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of a contract modification as provided for in the contract.

i. Illegal and Invalid Provisions

In the event any term, provision, or other part of the contract should be declared illegal, inoperative, invalid or unenforceable, such term or provision shall be amended to conform to the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the contract shall not be affected and shall remain in full force and effect.

If at any time any portion of the Administrative Services Fee is deemed illegal or invalid by any court of record, or the Legislature of the Commonwealth of Pennsylvania, the fee is to not be eviscerated by any said action, but any attributable portion to the basis for said decision of the Legislature and/or court of record shall be the only percentage reduced by in this contract and the balance of the said amount will remain in full force and affect.

j. Joint and Severable Liability

If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severable liable.

k. Binding Effect

The provisions, covenants and conditions of the contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

l. Amendments to the Contract

No amendment or modifications of the terms and conditions of the contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated to perform a duty under the contract. A signed original amendment to the contract shall be furnished to all parties to be fastened to the original contract.

m. Merger Clause

The contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of the contract if they alter, vary or contradict the contract.

n. Non-Exclusivity

The Authority and the Contractor acknowledge and agree that this Contract is non-exclusive and the Authority may enter into other contracts with other facilities to provide the same municipal waste disposal services that the Contractor is contracting to perform hereunder as consistent with the Jefferson County Municipal Waste Management Plan during the term of this Contract. Nothing contained herein creates or is intended to create a "put or pay" or similar obligation relationship between the Authority and the Contractor.

3. SERVICE, OPERATIONS AND PERFORMANCE

a. Services of the Contractor

The Contractor shall provide municipal waste processing and/or disposal and integrated municipal solid waste management services as set forth herein. The Contractor shall accept and process or dispose of any and all quantities and types of Acceptable Waste originating from sources located in Jefferson County in accordance with applicable federal and state regulations, as follows:

- i. Municipal Waste other than special handling waste or Bulky Waste;
- ii. Bulky Waste as defined herein if approved by the Contractor and, as required, PADEP, on a case-by-case basis;
- iii. Sewage and water supply treatment sludge or biosolids on a case-by-case basis if approved by the Contractor, provided said approval is not unreasonably withheld and as required by PADEP; and
- iv. Construction and Demolition Waste on a case-by-case basis, if approved by the Contractor and, as required by PADEP.

The Contractor shall not be responsible for the collection or transportation of the waste materials from sources in Jefferson County to the Contractor's processing or disposal facility.

b. Quantities of Municipal Solid Waste

The quantities of waste that will be accepted shall be subject to the condition that it is Acceptable Waste. Actual amounts will be dependent upon the market conditions and any individual or separate agreement between municipalities or haulers and the Contractor. Contractor shall give priority to all Acceptable Waste originating in Jefferson County and shall not refuse any Acceptable Waste from Jefferson County if the maximum daily volume in the Solid Waste Municipal Permit is not exceeded. The Contractor acknowledges that there is no minimum guarantee quantity of MSW to be disposed of under this Contract.

c. Delivery of Wastes

The Acceptable Waste under the contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Acceptable Waste that will be accepted under the contract will be regulated and registered by the Authority. Only the municipal waste materials delivered to the Contractor's facility by those haulers registered by the Authority will be covered by the contract. The Authority will provide the Contractor with a list of the registered haulers for the purposes of this contract. The contractor agrees to notify the Authority of the identity of any waste hauler which delivers MSW generated in Jefferson County in a vehicle that does not display a valid Jefferson County registration sticker.

d. Municipal Recycling Programs

The Authority shall retain the right to establish and operate municipal recycling programs and remove recyclable materials from the municipal waste stream prior to delivery of the waste to the Contractor's facility. The Authority shall retain the right to construct and operate any type of processing facility to separate and recover recyclable materials or produce other resources from the mixed waste stream after collection and before delivery of municipal or other waste to the Contractor's facility.

e. Minimum Hours of Operation

At a minimum, Contractor shall be required to accept County MSW from waste haulers or transporters and self-haulers, during the hours as authorized for operation according to any permit issued by PADEP.

f. Unacceptable or Hazardous Waste

The Authority registered waste haulers shall not be entitled to deposit or deliver any hazardous waste materials, exclusive of the normal household hazardous waste constituents typically found in municipal waste, or any other types of municipal waste material, which have been designated as unacceptable under the contract, to the Contractor's facility. The Contractor shall inspect and reject any hazardous or unacceptable waste delivered to the facility by the hauler(s). The hauler(s) shall be responsible for the prompt removal and disposal of the unacceptable waste so identified and shall bear all costs for the transportation and disposal of the unacceptable waste so identified.

g. Basis and Method of Payment (Types)

Tipping fees shall be paid directly by the municipal and/or private waste haulers delivering Acceptable Waste to the Contractor's facility.

The Contractor shall submit copies to the Authority of any delinquent notifications to any waste hauler registered by the Authority. The Authority shall have the right to revoke the hauler's registration and notify all municipalities served by that hauler.

The Contractor shall not charge a tipping fee to any Jefferson County municipality or waste hauler registered by the Authority that is greater than the Maximum Tipping Fees established as set forth herein on Attachment A. The Contractor shall retain complete discretion to negotiate alternate tipping fees, including large volume discounts, with any waste hauler provided the fees do not exceed the maximum rates under the contract.

h. Maximum Tipping Fees

The tipping fee shall be that per ton fee charged by the Contractor for Acceptable Waste delivered to the contractor's facility. The initial tipping fee and subsequent years tipping fees are set forth in Attachment A to this contract. No additional fees, surcharges, environmental fees or other charges shall be added beyond those listed on Attachment A. All annual rate adjustments shall become effective January 1st of each year regardless of the effective date of the contract.

The Contractor may petition for tipping fee rate adjustments on the basis of unforeseen changes in the cost of operations, as a result of new or revised federal, state or local laws, ordinances, regulations or permit requirements which were not in effect at the time the Contract was executed. The Contractor shall submit to the Authority all pertinent information documenting the need for a rate adjustment, and respond to any reasonable request for additional supporting information and documentation. Based on the information submitted, the Authority may grant the rate increase as requested, modify the amount of the rate adjustment as requested, or reject the rate adjustment petition.

1. RECORDKEEPING AND REPORTING REQUIREMENTS

a. Measurement of Waste

Contractor will be required to install and maintain a scale to weigh all incoming loads to Contractor's facility. The scale used shall conform to the Weights and Measurements Act of 1965 (73 P.S. §1651-1692) and applicable under the Public Weighmaster Act (73 P.S. §1771-1796) and regulations thereunder.

b. Daily Operational Records

Contractor shall maintain an operational log for each day that MSW is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

- i. The type and weight of all Jefferson County MSW, including C&D and sludge, received at the facility; and
- ii. Individual transaction information, including type of waste, name of waste hauler or transporter or self-hauler, truck number and/or license plate number, Jefferson County registration sticker number and MSW place of origin.

c. Quarterly Report

The Contractor shall prepare and submit to the Authority a quarterly operation report. The quarterly reports shall be submitted on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending the last day of March, June, September, and December respectively. At a minimum, the following information shall be included in each quarterly report:

- i. The type and weight of all MSW, including C&D and sludge, received originating from sources within Jefferson County during each month of the quarterly reporting period; and
- ii. The names of waste haulers or transporters and self-haulers that delivered waste originating from sources within Jefferson County; and
- iii. A summary of the total weight, by municipality, of each type of MSW received each month from each waste hauler or transporter and self-haulers delivering waste originating from sources in Jefferson County; and
- iv. A copy of the PADEP quarterly report on all Acceptable Waste received at its facility.

d. Annual Operation Report

The contractor shall prepare and submit to the Authority an operational report for each calendar year or other fiscal year approved by the Authority. The annual operation report shall be submitted to the Authority on or before June 30th of each year unless an alternative submission date is approved by the Authority. At a minimum, the following information shall be included in each quarterly report:

- i. The type and weight of all MSW received at the facility from all sources; and
- ii. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Jefferson County; and
- iii. A summary of the total weight, by municipality, of each type of MSW received each month from each waste hauler or transporter and self-haulers delivering waste originating from sources in Jefferson County; and
- iv. For municipal waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information; and
- v. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract; and
- vi. The name and location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products such as incinerator ash, were ultimately disposed; and
- vii. Copies of all notices of violations, civil penalty assessments, and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year.

Contractor shall prepare and submit to any governmental authority requiring reports by operators of disposal facilities all required reports and submission of supports that are specifically required to be filed by the authority concerning the operation and performance of the facilities subject to the Contract. Under any and all circumstances, Contractor shall not be entitled to any additional compensation for compliance with this paragraph on reporting.

e. State and Local Fees

The Contractor shall include all state and local fees in their contracted price. For Pennsylvania disposal facilities these Act 101 mandated fees shall inter aila include the following:

- i. \$2.00 per ton - Recycling Fee
- ii. Host Municipality Benefit Fee
- iii. Environmental Stewardship Fee

These fees shall be effective for the term of the contract. In addition, the Contractor shall include an administrative services fee of \$2.50 per ton of MSW (including C&D waste and sewage sludge or biosolids) disposed of at the facility.

2. Administrative Fee, Alternative Payment and Services

In light of the ever-changing solid waste disposal and recycling services needs and opportunities and with respect to the uncertainty of the case law concerning administrative fees, the Authority has decided to offer alternative funding methods. The Authority firmly stands by its right to charge an administrative services fee to help pay for and support the administration and operation of the solid waste and non-act 101 recycling activities. The Authority in no way admits, agrees or confirms that an administrative services fee cannot be charged as aforementioned in this paragraph. The Authority does agree that Act 101 recycling cannot be supported by any type of administrative fee unless the Legislature amends or otherwise changes the ability of the same.

However, the Authority recognizes the growing desire by the solid waste industry to implement alternative support structures to accomplish the operation and administration of the Authority and thereby fulfilling Jefferson County's Integrated Municipal Solid Waste Management Plan needs. As such, the Authority is allowing each RFP respondent to determine and acknowledge in writing at the time of the RFP response to the Authority the respondent's decision to bid said waste proposal as either an administrative services fee or in the alternative an alternative payment. Both the administrative services fee and alternative payment will be considered equal in nature, must be paid on a monthly basis and the respondent must pay one of the two options, but is not required to pay both options.

The respondent shall not change the type of fee or payment paid to the Authority after the date of submission of the response to the RFP. Any stoppage, nonpayment or failure to make the same will result in an immediate material breach of the contract. Although the alternative payment is termed as an alternative, it is a part of this agreement and cannot be considered a gift and is agreed upon by the parties to be a bargained for portion of the contract as such shall be binding on and to both parties. Should either the administrative services fee or the alternative payment ever be considered unconstitutional or otherwise invalid or contrary to law, the respondent, who has chosen the offending payment method shall automatically change the said fee or payment method by operation of this contract and the RFP to the non-offending payment without notice or process. Should at any time during the life of this contract both the administrative services fee and the alternative payment be considered unconstitutional or otherwise invalid or contrary to law and the parties shall within 30 days come to an agreement on how respondent shall continue to apply the funds to support the aforementioned services and operations of the Authority. The Authority reserves the right to increase the administrative services fee with respect to increased costs of administration and operation of the Authority.

Administrative Services Fee

The Authority shall charge an administrative services fee of \$2.50 for each ton of MSW (including C&D waste and sewage sludge) disposed at contracted disposal facilities. The collection of this fee is authorized by the Municipal Authorities Act 53 PA, Chapter 56 and will be used in accordance of the Act. No portion of the administrative services fee shall be utilized to fund any Authority and/or County recycling programs and services for which it has been determined that Pennsylvania state law preempts a county or municipal authority's power or ability to fund such programs through the assessment or collection of a fee. This fee will be collected by the Contractor(s) and reimbursed to the Authority on a monthly basis.

The administrative services fee is based upon the services, programs and other functions supported by the Authority, which are separate from any Act 101 Recycling Programs and Services. None of the administrative services fee is used toward any Act 101 Fee and as such, is not preemptive by the same. The administrative

services fee is based upon the services and programs that the Authority intends to provide to the residents of Jefferson County to better effectuate efficient handling the solid waste disposal needs of said residents.

All bidders must in full agreement and the awarded bidders will be bound by contract to agree that this administrative services fee charged by the Authority is an administrative fee that is not based upon any Act 101 program or service. Further, those bidders agree expressly and wholly that this administrative services fee is not preemptive by any statute or other State, Federal or local laws or other ordinances. Further, the bidder agrees to pay the administrative services fee in a timely fashion on a monthly basis. Any cessation of payment of the administrative services fee for any ground by the bidder, will be considered a material breach of contract resulting in the bidder paying a liquidated damages clause of all administrative services fees owed at that time, plus any legal and other costs incurred by the Authority. This administrative services fee is appropriate with respect to the Commonwealth Court cases with respect to non-act 101 and solid waste services. In that, this fee is solely an administrative services fee, which is not preempted by any other act or program and is solely meant for the use by the Solid Waste Authority for the strict benefit of inhabitants of Jefferson County. Bidders are also bound to the fact that if at any time an awarded bidder stops paying any form or part of the administrative services fee, that the material breach will result in said awarded bidder receiving no solid waste from the Authority.

The Administrative Services Fee is separate from any cost analysis. Neither the administrative services fee nor any portion of it may be reduced by any avoided costs analysis on the part of the Authority or the approved bidder.

Alternative Payment

The Authority shall accept an alternative payment on a monthly basis from each respondent. If respondent chooses to make an alternative payment instead of the administrative services fee, the type of payment made will not determine the binding nature of the contract as referred to in the preceding sections. The alternative payment shall be as binding as administrative services fee as would any agreed-upon fee be by law. The Authority prefers to base the alternative payment in a manner that is consistent and reflects the \$2.50 for each ton of MSW (including C&D waste and sewage sludge) disposed at contracted disposal facilities. The collection of this payment is authorized by the Municipal Authorities Act 53 PA, Chapter 56 and will be used in accordance of the Act. The alternative payment may be administered by the Authority as the Authority deems fit without any restriction except that the fees will be used to administer the Integrated Municipal Solid Waste Management Plan and the operations and administration of the Authority. This payment will be collected by the Contractor(s) and reimbursed to the Authority on a monthly basis. The amount of the alternative payment must be stated specifically in the RFP and be separate from any other statements or fees and must state a monthly amount paid. For all intents and purposes and to meet public policy considerations behind the theory of an alternative payment, the alternative payment should be added or equal to the same amount a respondent would pay for the administrative fee per month in support of the aforementioned operations services. By this method the Authority can and will fulfill its duties and obligations to the residents of Jefferson County and the Commonwealth of Pennsylvania and the requirements of DEP will be satisfied. The alternative payment shall not be in kind, in lieu of or as a credit toward debt owed by the Authority to the respondent but the payment shall be a monetary payment. The respondent agrees to be receptive to increase the alternative payment with respect to increases costs of administration and operation of the Authority.

Services

Services are to be considered separate from and not offered in connection to or in any way dependent or contingent to the administrative services fee and the alternative payment. Services are funds or services offered to the Authority by the respondent to accomplish specific operational and administrative needs. Some of those needs are as follows, but this list is not exhaustive as to the operational and administrative needs of the Authority:

- a. Integrated solid waste management educational programs;
- b. Illegal dump cleanups;
- c. Electronic collection services;
- d. Tire collection services;
- e. Household hazardous waste collection services;
- f. White goods collection services;

- g. Pharmaceuticals collection services;
- h. Mercury containing devices collection services.

Although these are alternative services, the Authority will rely on the funding and as such a stoppage in providing the same shall be considered a material breach of contract.

The County by and through the Authority shall certify to the Department on a yearly basis, by January 30 of each year for the preceding fiscal year that no Act 101 recycling efforts were funded by the Administrative fee and Alternative fees.

SECTION E. SELECTION AND EVALUATION

3. MANIFEST

The Authority does not require solid waste haulers who collect or transport MSW generated in the County to complete and sign manifest forms. However, the Authority retains the right to implement a manifest system in the County at any time in the future as a means of tracking the disposal of County generated MSW.

If such a program is implemented by the Authority, the Contractor is required to participate in the manifest program and adhere to all Authority manifest program rules and regulations.

4. RESERVED RECYCLING FEE

In the event that legislation should be enacted during the period of this contract authorizing the Authority to assess fees or surcharges for the administration and implementation of its Act 101 materials recycling activities the Authority reserves the right and privileges to negotiate and collect such fees from the Contractor.

5. INSURANCE - CONTRACTOR

Consistent with Act 101, 53 P.S. §4000.101 et seq. the Pennsylvania Solid Waste Management Act and all PADEP regulations, Contractor shall maintain in full force and effect throughout the term of the contract, and any renewal or extension thereof, a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in this section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. The Jefferson County Solid Waste Authority and Jefferson County shall be named on the policy as additional insureds.

- a. General liability insurance policy shall provide the following minimum coverage when separate limits apply to property damage and bodily injury:
 - i. For coverage, which is exclusive of legal defense costs, the minimum amount of coverage for property damage is \$1,000,000 per occurrence with an annual aggregate of \$2,000,000. The minimum amount of coverage for bodily injury is \$1,000,000 per occurrence with an annual aggregate of \$2,000,000.
 - ii. For coverage, which is inclusive of legal defense costs, the minimum amount of coverage for property damage is \$1,000,000 per occurrence with an annual aggregate of \$2,000,000. The minimum amount of coverage for bodily injury is \$1,500,000 per occurrence with an annual aggregate of \$3,000,000.
- b. The general liability insurance policy shall provide the following minimum coverage when the limits for property damage and bodily injury are combined:
 - i. For coverage, which is exclusive of legal defense costs, the minimum amount of combined coverage for property damage and bodily injury is \$1,500,000 per occurrence with an annual aggregate of \$3,000,000.
 - ii. For coverage, which is inclusive of legal defense costs, the minimum amount of combined coverage for property damage and bodily injury is \$2,250,000 per occurrence with an annual aggregate of \$4,500,000.

- c. Municipal or publicly-owned processing or disposal facilities must provide insurance coverage as specified by the Pennsylvania Municipal Tort Claims Act.
- d. Proof of Insurance Coverage

The Contractor shall be required to submit to the Authority proof of insurance coverage before any final contract is executed. At a minimum, proof of insurance will consist of a Certificate of Insurance which:

- i. States the name of the insurance company, the insured owner and the facility covered by the policy.
 - ii. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
 - iii. Identifies the beginning and ending date for the policy.
 - iv. Specifies that a minimum 30-day prior written notice shall be given by the insurer to Jefferson County and the Jefferson County Solid Authority and the owner before any cancellation or other termination of the policy becomes effective.
 - v. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
 - vi. Must be signed by an authorized agent of the insurance company.
- e. The Contractor shall submit to the Authority a current certificate of insurance as evidence of continuous insurance coverage as part of the annual report required under the contract. The annual certificate of insurance shall contain the same information and provisions as specified for the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverage may result in forfeiture of the performance bond in accordance with the provisions of the contract and the voiding of the Contract.

9. INDEMNIFICATION

The Contractor shall protect, indemnify and hold harmless Jefferson County and the Authority, its officers, agents, servants and employees from and against all liabilities, actions, suits, legal proceedings, claims, demands, costs, expenses and attorney's fees, and shall defend Jefferson County, the Jefferson County Solid Waste Authority and its officers, agents and employees in any suit, including appeals, for personal injury to, or death, of any person or persons, or loss or damage to property, or any and all environmental claims and causes of action including civil citations and/or penalties or fines for violation of any and all environmental laws and rules and regulations or any other loss arising out of:

- a. The willful or negligent act or omission of the Contractor or any of its agents or employees, contractors, or subcontractors in connection with the contractor's obligations or rights under this Contract, and the construction and operation, closure and post closure care and maintenance of the contractor's facility.
- b. The Contractor shall be liable for any expenses, attorney's fees and/or expert fees, or any other costs of suit, actions, legal proceedings, incurred by the Authority in enforcing and/or defending against any lawsuit arising out of this contract

10. PERMITS

The Contractor shall be responsible for obtaining and maintaining any and all permits necessary for the construction and operation of the solid waste disposal facility and/or processing facility and/or expansion required to comply with the terms and conditions of this contract, and any and all costs or expenses of obtaining such permits, through the term of this contract.

11. DELAYS IN PERFORMANCE (FORCE MAJEURE)

If any event occurs which causes the contractor to violate any provision of this contract, the contractor shall submit a notice in writing to the Jefferson County Solid Waste Authority within seven (7) days of the date the contractor first discovered the event or should have discovered the event which will cause a delay or inability to perform with the exercise of due diligence. In this notice the contractor shall specifically reference the part of the contract which is delayed or unable to perform, the anticipated length of time which the breach of the contract may persist, the precise causes of the breach, and whether or not the contractor contends that the breach and/or breaches are the result of circumstances beyond its control or any entity which it controls (including contractors) and which could not be overcome by due diligence; and the measures taken or to be taken by the contractor to prevent or minimize the delays or inability to perform in the future. The contractor shall adopt all reasonable measures to avoid and minimize such events.

Failure by the contractor to fully and timely comply with the notice requirements of this paragraph shall render any claim of force majeure void and of no effect as to the particular event involved, and shall constitute a waiver by the contractor of its right to seek an extension of time for any obligation under the contract.

Within thirty (30) days of receipt of notice by the contractor the Jefferson County Solid Waste Authority shall notify the contractor in writing of the Authority's agreement or disagreement with any claim provided by the contractor under this paragraph that the delay or impediment to performance was caused by circumstances beyond the control of the contractor or any entity controlled by the contractor, and that the contractor could not have foreseen and prevented such breach by the exercise of due diligence. If the Authority agrees with the contractor, the parties may stipulate to an extension or modification of the particular compliance requirement of the contract, or such terms as the Authority determines to be appropriate.

In claiming force majeure, the contractor shall bear the burden of proving that any delay or inability to perform under the contract was caused or will be caused by circumstances beyond its control or any entity controlled by it and that the contractor could not have foreseen and prevented such a breach by the exercise of due diligence.

12. INCORPORATION OF REQUESTS FOR PROPOSAL

To the extent applicable to this contract, the terms, fees, and rate schedule set forth in the Request for Proposals hereto attached as Attachment A submitted to the Authority are incorporated herein by reference thereto as if fully set forth.

13. ADMINISTRATIVE INSPECTIONS

The Authority and its authorized agents, servants, or employees shall have access to and the right to copy any logs, records, papers, reports, and/or other documents pertaining to the quantities and sources of solid waste accepted at the facility for the purpose of verifying compliance with the terms and provisions of the integrated municipal solid waste management services contract.

14. SPECIAL REPORTING REQUIREMENTS

The contractor shall provide written notification to the Authority of any permit modification applications for the following types of permit changes at the time that the application is first submitted to the PADEP:

- a. Changes in the permitted site volume or capacity; and

- b. Changes in the permitted average daily waste volumes or loading rates; and
- c. Changes in the excavation contours or final contours; including the final elevation and slopes; and
- d. Changes in permitted acreage; and
- e. Changes in ownership.

15. PERFORMANCE BOND

a. Mandatory Performance Bond

The Authority will not require a Performance Bond for the first year of this contract. The Performance Bond will be required for the subsequent years of the contract and will conform to the provisions within this section. The Performance Bond shall be held by the Authority as security for the faithful performance of the contractor's duties and obligations as provided by the terms of the contract. The Performance Bond shall be payable to the Authority and shall provide for the continuous liability throughout the term of the contract. The type and amount of the performance bond shall be as specified herein.

b. Acceptable Types of Bonds

- i. Under the terms and conditions stated herein, the Authority will accept surety bonds as a guarantee for the Contractor's Performance.
- ii. If requested, the Authority may accept collateral bonds or a combination of surety and collateral bonds as guarantee for the contractor's performance provided that the collateral bonds comply with the requirements of 25 Pa. Code §271.322-371.325 and §271.327 of Subchapter D, Bonding and Insurance Requirements, of 25 Pa. Code §271, Municipal Waste Management General Provisions, of the PADEP Municipal Waste Management Regulations dated April 9, 1988, and any amendments thereto.
- iii. The Authority may accept a Performance Bond executed by an operator who is not the permittee, in lieu of a Bond executed by the permittee, provided the bond meets the requirements stated herein.
- iv. The Authority may accept a collateral bond funding through the tipping fees payable under this contract, as a guarantee for the Contractor's performance. Under such an arrangement, the Contractor shall provide for 40 percent of tipping fees paid under the contract to be placed in an account, payable to the Authority under the terms of the bond agreement, until a sufficient amount has been accumulated to satisfy the requirements of this section.

c. Conditions of Surety Bonds

- i. The Authority will only accept bonds from a surety authorized to do business in the state in which the disposal facility is located when the surety bond is signed by an appropriate official of the surety. Attorneys-in-fact who sign the bonds must file with each bond an effectively dated copy of their power-of-attorney, bearing the seal of the surety company, evidencing such agent's authority to execute the bond.
- ii. The bond shall be made payable to the Authority and provide that full payment shall be made under the bond within thirty (30) days of receipt of the Authority's declaration of forfeiture be the surety.
- iii. The bond shall provide that the surety and the principal are jointly severely liable for payment of the bond amount.
- iv. The Authority will provide in the bond that the amount shall be confessed to judgment and execution upon forfeiture.

- v. The Authority will retain, during the term of the bond, and upon forfeiture of the bond, a property interest in the surety's guarantee of payment under the bond which may not be affected by bankruptcy, insolvency or other financial incapacity of the operator or principal on the bond.
- vi. In the case of extension or renewal of the contract, the Contractor shall furnish a Performance Bond in an amount determined in the same manner or stated herein and under the same terms and conditions as the original bond. The Performance Bond for any contract extension or renewal period must be furnished to the Authority no later than sixty (60) days prior to the end of the initial contract period. The original surety, however, is in no way obligated to extend or renew the bond.
- vii. The contractor shall be subject to termination by the Authority at any time if the required Performance Bond shall be cancelled or the surety thereon relieved from liability for any reason.
- viii. The surety may cancel the bond by sending written notice of cancellation to the Authority, the operator and the principal on the bond, only under the following conditions:
 1. The notice of cancellation shall be sent by certified mail, return receipt requested.
 2. The cancellation may not take effect until 120 days after receipt of the notice of cancellation by the Authority, operator and principal on the bond, as evidenced by the return receipts.
 3. Within sixty (60) days after receipt of the notice of cancellation, the Contractor shall provide the Authority with an equivalent replacement bond.
 4. Failure of the Contractor to furnish a suitable replacement bond within ninety (90) days after receipt of the notice of cancellation shall constitute grounds for forfeiture of the Performance Bond as provided herein and termination of the contract. If the Authority declares the bond forfeited before the expiration of the 120-day period, the notice of cancellation shall be null and void.

d. Bond Amount Determination and Adjustments

- i. The amount of the bond at the beginning of the second and all subsequent years shall be based upon ten percent (10%) of the approximate amount of the total revenue that the contractor realized for waste disposal services under the contract for the prior year of the contract. The approximate amount of total revenues shall be determined by multiplying the annual average quantity (tons/year) of MSW, including C&D and sewage sludge or biosolids, that the disposal facility accepted under the contract by the unit cost tipping fee (\$/ton) for the prior year of the contract. The amount of the bond shall be adjusted annually such that a ten percent (10%) Performance Bond is maintained for each subsequent year of the contract term. If in any year a facility does not receive waste from Jefferson County, a Performance Bond will not be required for the subsequent year. The Authority has the right to waive the Performance Bond requirement at its sole discretion if deemed the waste quantity received at the facility was insignificant for the prior year.

e. Forfeiture of Performance Bond

The Authority may declare a bond forfeiture when it determines that one or more of the following has occurred:

- i. The contractor has violated or continues to violate the terms and conditions of the bond.
- ii. The contractor fails or refuses to comply with the terms or conditions of the contract.

- iii. The contractor fails or refuses to furnish an acceptable replacement bond within the specified time period after receipt of a notice of cancellation for any existing bond or upon extension or renewal of the contract by the Authority.
- iv. The permit for the contractor's municipal waste landfill or resources recovery facility under bond has expired, been suspended or revoked by the PADEP for violation of federal, state, or local laws, ordinances, or regulations.
- v. The contractor has become insolvent, failed in business, enters into bankruptcy or liquidation, had a receiver appointed by the court or cannot demonstrate or prove the ability to continue to comply with the duties and responsibilities under the terms and conditions of the contract.

IN WITNESS WHEREOF, the parties have executed this Integrated Municipal Solid Waste Management Services Contract the day and year first above written.

ATTEST:

JEFFERSON COUNTY SOLID WASTE AUTHORITY

BY: _____
Chairman

ATTEST:

CONTRACTOR

BY: _____

printed or typed name and title

[Affix Corporate Seal Here]

EXHIBIT D

JEFFERSON COUNTY SOLID WASTE AUTHORITY

RULES AND REGULATIONS FOR MUNICIPAL SOLID WASTE AND RECYCLING HAULERS IN JEFFERSON COUNTY, PENNSYLVANIA

BACKGROUND

1. **Purpose.** These Rules and Regulations have been adopted by the Jefferson County Solid Waste Authority (Authority) to protect the health, safety and welfare of the residents of Jefferson County, and to provide an effective and efficient means whereby the Authority can assure compliance with the Jefferson County Municipal Solid Waste Management Plan (Plan) as developed pursuant to the Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, 53 P.S. 4000.101 et seq. (Act 101) These rules and regulations shall be used to register waste and recycling haulers who store, collect, transport, process and/or dispose of municipal solid waste and source separated recycling materials in Jefferson County and to implement the Plan.
2. **Authority.** These Rules and Regulations have been established by the Authority pursuant to an agreement with the County of Jefferson designating the Authority as its agent for implementation of the Plan, the Jefferson County Municipal Solid Waste Management Ordinance (Ordinance), the Solid Waste Management Act of July 7, 1980, P.L. 380, No. 97 (Act 97) and Act 101.

DEFINITIONS

As used in these Rules and Regulations the following terms shall have the following meanings:

Act 90. The Pennsylvania Waste Transportation Safety Act of 2002, as now or hereafter amended.

Act 97. The Solid Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, as now or hereafter amended.

Act 101. The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101, as now or hereafter amended.

Administrative Services Fee. A fee charged by the Authority in accordance with the Municipal Authorities Act 53 PA, Chapter 56 on each ton of municipal waste (including construction and demolition waste and sewage sludge or biosolids) disposed at contracted facilities. The administrative services fee is solely separate from any Act 101 recycling fees and fully based on the services and program that are or will be implemented in that service year or the next or subsequent years fully in respect to solid waste management. These fees are not preempted nor otherwise prevented by law and are a realizable serviceable fee.

Alternative Payment. A fee charged by the Authority on a monthly basis instead of the administrative services fee. The alternative payment shall be as binding as the administrative services fee as would any agreed-upon fee be by law. The Authority prefers to base the alternative payment in a manner that is consistent and reflects the administrative services fee for each ton of MSW (including C&D waste and sewage sludge/biosolid) disposed at contracted disposal facilities. The collection of this payment is authorized by the Municipal Authorities Act 53 PA, Chapter 56 and will be used in accordance of the Act. The alternative payment may be administered by the Authority as the Authority deems fit without any restriction except that the fees will be used to administer the Plan and the operations and administration of the Authority.

Authority. The Jefferson County Solid Waste Authority.

Construction and Demolition Waste. Solid waste resulting from the construction or demolition of buildings or other structures including, but not limited to, wood, plaster, dry wall and wall board, metals, asphaltic substances, bricks, blocks and unsegregated concrete. The terms also include grubbing waste and street waste. The term does not include the following, if they are separated from other materials defined herein as construction and demolition waste:

1. Uncontaminated soil, rock, stone, gravel, unused brick, block and concrete.

2. Waste from land clearing, grubbing and excavation including trees, brush, stumps and vegetative material.

The definition specifically excludes any asbestos waste or waste containing asbestos.

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

Designated Facility. Any municipal solid waste storage, collection, transfer, processing, or disposal facility permitted by the state in which the facility is located, and is specifically identified in the Plan as being a facility wherein municipal solid waste generated in Jefferson County may be disposed.

Hauler. A person, company, partnership or corporation which engages in the business of collecting and transporting solid waste and source separated recycling materials for compensation or consideration who is required to register with the Authority pursuant to these Rules and Regulations.

Hazardous Waste. Waste which, by reason of its composition or characteristic, is toxic or hazardous waste as defined in the Resource Conservation and Recovery Act (RCRA) of 1976, Subtitle C, 42 USC 6901 et seq. regulations issued thereunder; Act 97; and hazardous substances as defined in the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any analogous federal, state or local law, all the foregoing as now or hereafter amended.

Household Hazardous Waste. A waste that would be considered hazardous under the act, but for the fact that it is produced in quantities smaller than those regulated as hazardous waste under the act and is generated by persons not otherwise covered as hazardous waste generators by the act.

Municipal Solid Waste. Any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial, or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials.

Person. An individual, business, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. This term includes officers and directors of a corporation or other legal entity having officers and directors.

Plan. The Jefferson County Municipal Solid Waste Management Plan as now or hereafter amended and as approved by DEP pursuant to Act 101 and approved by the Board of Jefferson County Commissioners.

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

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

Sewage Sludge or Biosolids. The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Source Separated Recyclable Materials. Materials that are separated from municipal waste at the point of origin for the purpose of recycling.

Special Handling Waste. Any solid waste which consists of sludge, (other than sewage sludge), processed infectious/pathological waste, ash residue, contaminated soil and friable asbestos waste.

Split Load – Any waste which originates in Jefferson County, and part of which originates in another County.

Unacceptable Waste. That waste which is not permitted to be disposed of at a designated facility under applicable laws, regulations, or permits.

Vehicle. Any vehicle that collects, transports, and/or delivers municipal solid waste to designated facilities.

STANDARDS FOR COLLECTION AND TRANSPORTATION

1. All Haulers/Persons collecting and/or transporting municipal solid waste (including sewage sludge or biosolids and construction and demolition) and source separated recycling materials within Jefferson County shall comply with the following minimum standards and requirements:
 - a. All vehicles used for the collection, transportation and disposal of municipal solid waste and source separated recycling materials shall comply with all applicable regulations of the County of Jefferson and the Commonwealth of Pennsylvania including, but not limited to, Act 90, Act 97, and Act 101, as now or hereafter amended;
 - b. All collection and/or transportation vehicles shall bear clear and legible signage identifying the name and business address of the owner and, if applicable, the specific type of municipal solid waste or source separated recycling materials transported by the vehicle. All such signs shall have lettering as required by the DEP;
 - c. All collection and transportation vehicles conveying municipal solid waste and source separated recycling materials shall be watertight and suitably enclosed to prevent leakage, roadside littering, attraction of vectors and the creation of odors and other nuisances;
 - d. It shall be unlawful for any Hauler/Person to dump, process, destroy, bury or otherwise dispose of municipal solid waste within Jefferson County, except at facilities specifically designated in the Plan;
 - e. The vehicle operator and/or title owner shall be responsible for immediate clean up and costs of any spills, leaks, dusts, or litters on any public road or private property caused by the vehicle operator and for protecting private and public property from damage resulting from vehicle operations;
 - f. It shall be unlawful for any Hauler/Person to commingle source separated recycling materials and municipal solid waste collected within Jefferson County in the same vehicle compartment.; and
 - g. Haulers/Persons shall report the County of Origin to the landfill operator for all municipal solid waste when it is delivered. If waste is a split load, the Counties of Origin shall be reported and the approximate tonnage identified by County.
 - h. All Haulers/Persons shall be responsible for payment of all disposal and/or processing fees.
2. All collection and transportation vehicles and equipment used by Haulers/Persons to collect and/or transport municipal solid waste and source separated recycling materials, shall be subject to inspection by the County or its authorized agent to determine compliance with these rules and regulations at any reasonable hour without prior notification.

DESIGNATION OF DISPOSAL FACILITIES

Pursuant to the authority granted to counties by Act 101, all municipal solid waste including, construction and demolition waste, and sewage sludge or biosolids generated within Jefferson County, excepting hazardous waste and special handling waste, shall be transported directly from the point of collection, and delivered in accordance with these Rules and Regulations, to a facility designated in the Plan. The following permitted municipal waste landfill facilities, approved through a competitive proposal process, are designated to receive all municipal solid waste generated in the County:

Facility	Address
Evergreen Landfill	1310 Luciusboro Road, Blairsville, PA 15717
Greentree Landfill	635 Toby Road, Kersey, PA 15746

Laurel Highlands Landfill	260 Laurel Ridge Road, Johnstown, PA 15909
McKean County Landfill	19 Ness Lane, Kane, PA 16735
Northwest Sanitary Landfill	1436 West Sunbury Road, West Sunbury, PA 16061
Wayne Township Landfill	15 Landfill Lane, McElhatten, PA 17748

REGISTRATION REQUIRED

1. No Hauler/Person shall commercially collect or transport municipal solid waste (including sewage sludge or biosolids and construction and demolition) and source separated recycling materials originating within the geographic boundaries of Jefferson County in any vehicle unless such Hauler/Person is registered with the Authority in accordance with the provisions of these Rules and Regulations.
2. Exemptions: The following Haulers/Persons shall not be subject to these Rules and Regulations.
 - a. Haulers/Persons who transport less than 1 ton of municipal solid waste (including sewage sludge or biosolids and construction and demolition) and source separated recycling materials per week.
3. Registration shall be secured from the Authority at 351 Aviation Way, Suite 105, Reynoldsville, PA 15851 for each vehicle, to the Person who owns or leases the vehicle, upon the satisfaction of the following conditions:
 - a. Submission of a completed Hauler Registration Form to the Authority.
 - b. Persons applying for or renewing a registration must obtain and maintain the following insurance coverage with Jefferson County and Jefferson County Solid Waste Authority named as additional insured. A Certificate of Insurance shall be provided to the Authority with the registration/renewal application:
 - i. General Liability with a minimum coverage of \$1,000,000.
 - ii. Automobile Liability with a minimum coverage of \$1,000,000 combined single limit of bodily injury and property damage liability.
 - iii. Workmen's Compensation Insurance as required by law.
4. Registration shall be valid for a calendar year commencing January 1st of each year, and expiring at midnight December 31st of the same year.
5. All registration stickers shall be permanently affixed in a prominent location on the lower front of the cargo body on each side of each vehicle hauling waste originating in Jefferson County so it is readily visible to the scale house operator of any designated facility.
6. A Registration is not transferable. Replacement of lost or destroyed registration stickers may be issued upon application and a payment of a \$5.00 fee. It shall be the responsibility of a Hauler/Person to replace any sticker that has been destroyed.

OTHER OBLIGATIONS

1. Any Hauler/Person who collects a split load of waste, part of which originates in Jefferson County, and part of which originates in another County, shall indicate, at the time of application for a registration, or renewal thereof, the route and days of the week when such split loads are obtained and identify the neighboring county. The Hauler/Person shall identify split load tons by County of Origin to the landfill operator when the waste is delivered.
2. Upon the written request of the Authority any Hauler/Person shall, within 10 days of receipt of a written request, provide the Authority with accurate and verifiable documentation of the types, quantities, and disposition of any solid waste transported by that Hauler/Person, or on behalf of the Hauler/Person, to any Designated Facility or facility other than a Designated Facility. Failure to produce such documentation upon request shall constitute a presumption that municipal solid waste was collected and disposed of in breach of these Rules and Regulations.

3. The Authority shall notify each municipality of all haulers registered to collect municipal solid waste in that municipality. Municipalities shall notify the Authority of all Haulers/Persons collecting waste in their municipality who do not appear on the list of registered haulers.
4. Haulers of municipal solid waste, source separated recycling materials and compostable materials within the County shall be required to submit Information about their hauling activities/tonnages to the Authority annually. The Authority will use the information for reporting purposes to DEP and for long-term municipal waste management planning.
5. Haulers of source separated recycling materials shall market materials with a manufacturer or broker who will utilize the recyclable materials in a manufacturing process.

REPORTING REQUIREMENTS

1. All Haulers/Persons collecting municipal solid waste (including sewage sludge or biosolids and construction and demolition) and/or source separated recycling materials shall maintain current records of the customers serviced within the County and shall submit annual reports to the Authority. Reports shall be due no later than February 15 for the preceding calendar year. Reports will include:
 - a. Waste Reports completed on forms provided by the Authority identifying/providing:
 - i. The name of each municipality in the County in which service was provided;
 - ii. The number of customers in each municipality;
 - iii. The total weight of each type of municipal waste collected;
 - iv. The name of each processing or disposal facility used; and
 - v. The total gallons of sewage Sludge or biosolids land applied.
 - b. Recycling Reports completed on forms provided by the Authority identifying/providing:
 - i. The name of each municipality in the County in which service was provided;
 - ii. The number of customers in each municipality;
 - iii. The total weight by type of source separated recycling materials collected. Commercial and residential sources shall be reported separately; and
 - iv. The name, location and contact information for the material recovery processing facility or end market used for each material; and
 - v. Market receipts for Act 101 materials. (clear glass, green and brown colored glass, aluminum, steel and bimetallic cans, high grade office paper, other marketable grades of paper, newsprint, corrugated paper, plastics)

PROHIBITED ACTIVITIES

1. It shall be unlawful for any Hauler/Person to collect, transport or dispose of municipal solid waste from any sources within Jefferson County in a manner that is not in accordance with all applicable County regulations, ordinances and agreements pertaining to the Plan and the minimum standards and requirements established in Chapter 285 of the DEP's Municipal Waste Regulations, as now or hereafter amended or any other applicable state law.
2. It shall be unlawful for any Hauler/Person to transport any municipal solid waste collected from sources located within Jefferson County to any processing and disposal facility other than the facilities designated in the approved Plan. The following types of municipal solid waste are exempt from use of the designated disposal facilities:
 - a. Infectious/chemotherapeutic waste
 - b. Sewage sludge or biosolids if proof of a DEP approved land application, composting facility or permitted wastewater treatment facility is provided
3. It shall be unlawful for any Hauler/Person collecting source separated recycling materials to dispose of recycling materials in any manner other than recycling.

ENFORCEMENT AND PENALTIES

1. The Authority may deny registration to any Hauler/Person who does not comply with Act 97, Act 101, Act 90, the Plan and these Rules and Regulations.

2. The Authority may revoke and/or suspend any registration granted pursuant to these Rules and Regulations to any Hauler/Person who violates any law, ordinance, rule, regulation, policy, or direction of the Authority, or who violates the Act 97, Act 101, Act 90, the Plan, or the Pennsylvania Motor Vehicle Code.
3. The Authority may revoke and/or suspend any registration granted pursuant to these Rules and Regulations for any of the following reasons:
 - a. Falsification or misrepresentation of any statements in any Registration Application or reports;
 - b. Lapse or cancellation of any required insurance coverages;
 - c. Disposal of unacceptable wastes at any designated facilities in the Plan. Any Hauler/Person delivering unacceptable waste will be responsible, in addition to the payments of the applicable tipping fee, for any cleanup and/or remediation or any damages resulting from such delivery, and shall indemnify and hold harmless the Authority, its agents, servants, and employees, and Jefferson County; and
 - d. Nonpayment of tipping fees at any designated facilities in the Plan.
4. The Authority shall be responsible for notifying any Hauler/Person of a revocation or suspension pursuant to this section. Notification shall also be provided to each appropriate municipality/designated facility in which that Hauler/Person provides collection services/disposal.
5. Violations of any provision of these Rules and Regulations, shall result in the following penalties:
 - a. First offense: A fine of not less than \$100 and not more than \$300
 - b. Second Offense: A fine of not less than 200 and not more than \$300
 - c. Third and Subsequent Offenses: \$300
 - d. In default of the payment of such fines and costs, to undergo imprisonment for not more than ten (10) days.
6. Registration denials, revocations, suspensions or penalties may be appealed directly to the Court of Common Pleas of Jefferson County pursuant to the provisions of the Administrative Agency Law.

FEES

Tipping fees for the disposal of Jefferson County generated municipal solid waste will be negotiated by the Authority and the operators of facilities which are designated in the Plan. The Authority shall provide haulers with the negotiated tipping fees annually. Nothing will preclude the haulers from negotiating a lower tipping fee.

Administrative Services Fees or Alternative Payment Fees paid by facilities designated in the Plan will be negotiated by the Authority.

ILLEGAL AND INVALID PROVISIONS

In the event any term, provision, or other part of these Rules and Regulations should be declared illegal, inoperative, invalid or unenforceable, such term or provision shall be amended to conform to the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the Rules and Regulations shall not be affected and shall remain in full force and effect.

CONFLICT

Any Rules and Regulations which conflicts with these Rules and Regulations are hereby repealed insofar as the same is specifically inconsistent with these Rules and Regulations.

EFFECTIVE DATE

These Rules and Regulations are effective _____.

ATTEST:

JEFFERSON COUNTY SOLID WASTE AUTHORITY

Chairman

Date