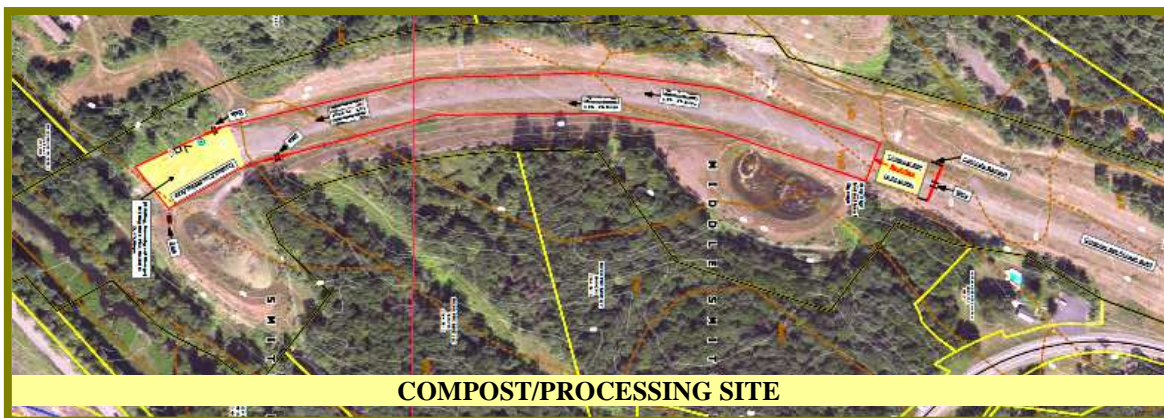


RECYCLING TECHNICAL ASSISTANCE

PROJECT #533

MIDDLE SMITHFIELD TOWNSHIP MONROE COUNTY, PENNSYLVANIA

OAK GROVE MULTI-MUNICIPAL COMPOST FACILITY IMPLEMENTATION



JUNE 2014

*Sponsored by the Pennsylvania Department of Environmental Protection through the
Pennsylvania State Association of Township Supervisors.*

PROCESSING

Project Completed By:
Environmental Resources Associates
120 CREEK CABIN LANE
East Stroudsburg, PA 18302
570-223-8856
pjcerapa@aol.com



CONSULTANTS IN ENVIRONMENTAL RESOURCE MANAGEMENT

1.0 Statement of Problem

Three neighboring Townships, Middle Smithfield and Smithfield Townships located in Monroe County and Lehman Township located in Pike County joined together to develop and implement a multi-municipal approach to achieve their collective goal to effectively and economically address common needs for the establishment of a comprehensive and Act 101 compliant recycling and waste management system. One vital program element remains relative to achieving their collective goal, the establishment of a compost and drop-off facility.

The Townships' primary goals are to acquire, design, permit, develop and operate a multi-municipal leaf and yard waste compost and drop-off facility. Middle Smithfield Township (designated "Lead Agency") requested and was granted Recycling Technical Assistance. Particular guidance was desired to finalize a multi-municipal agreement and for evaluation, acquisition, permitting and operation of a compost facility.

As Lead Agency, Middle Smithfield Township requested and was granted consulting services under the Recycling Technical Assistance Program. Environmental Resources Associates (ERA) was selected to provide consulting services to assist in finalizing a multi-municipal agreement for establishing a leaf and yard waste processing and composting facility, specifically to evaluate a candidate site(s), design and permit a multi-municipal leaf and yard waste compost and drop-off facility consistent with the PADEP "Guidelines for Yard Waste Composting Facilities" (Guidelines).

2.0 Background

The Townships have made great strides in achieving their goals of establishment of an Act 101 compliant recycling program to include a multi-municipal compost and drop-off facility.

Achievements include:

- ☑ Adoption of comparable mandatory Recycling Ordinances.
- ☑ Determined that an inter-municipal agreement would best serve as the practical mechanism to equitably address the operation of a multi-municipal compost facility (as authorized under Act 180). Act 180 allows municipalities, including counties, to enter into cooperative agreements with other municipalities in the performance of their respective functions, powers or responsibilities. Note: There are a variety of reasons that municipalities enter into an agreement for the cooperative development and operation of a compost facility for leaf and yard waste and/or to offer processing services at an existing compost facility to other municipalities. However, as with most cooperative projects, the avoidance of duplication of efforts and corresponding benefits of economy of scale is usually the driving force.
- ☑ Identified a potential site for development of a compost and drop-off facility. The site is located centrally in Middle Smithfield Township, flanked by Smithfield and Lehman Townships. The candidate site is an approximate 46-acre parcel owned by the

Pennsylvania Department of Transportation (PennDOT). The parcel was originally acquired as a segment of a bypass project for the Village of Marshalls Creek. However, as a result of design modifications to the Marshalls Creek Bypass, this section was eliminated.

- ☑ Initiated preliminary contacts with PennDOT officials relative to the site's acquisition.
- ☑ Developed a draft "Multi-municipal Agreement" for the formation of the Oak Grove Multi-municipal Composting Facility Board (Board). The draft inter-municipal agreement identifies the primary responsibilities and obligations for participation in the proposed compost facility, based on decisions made to date. The draft document is a frame work for the Townships and potentially other interested municipalities to build upon during the remaining decision making process and the negotiation of final terms and conditions.
- ☑ Designated a "Lead Agency" (Middle Smithfield Township) to operate and administer the facility.

3.0 Project Scope of Work and Execution

- ☑ **Task 1: Refine Work Scope** - ERA met with representatives of the participating municipalities to review the proposed Technical Assistance work scope, refine parameters for the work efforts, and to gather relevant data and information. Items discussed included the status of negotiations with PennDOT relative to acquiring (via a long term lease) the proposed candidate site and limitations and requirements for permitting a compost facility under PADEP Guidelines.

Subsequent meetings were held with PennDOT representatives to review the requirements, terms and conditions for leasing the site.

These included preparation of:

- A general description of proposed use of the property to be leased.
- A metes and bounds description of the area to be leased.
- A site plan of area to be leased and cross-section view if below a viaduct, including all improvements to be installed or affected by such use, i.e., fences light standards, paving, structures, etc.
- Specifications or plan to protect damage to existing piers, columns, drainpipes and other structures.
- A written property description, subject to the Department's review and approval process.

☑ Task 2: Site Evaluation -

ERA performed a site visit/inspection and preliminary desktop evaluations on the selected candidate site based on the PADEP Guidelines. ERA's site inspection and preliminary desktop evaluations indicated that the site was an excellent candidate for establishment of a compost and drop-off facility.

The planned facility includes a drop-off site which will occupy an area of approximately 3 acres (northern section of parcel) and the compost facility which will occupy an area of 4.33 acres (southern section of parcel) of the approximate 46-acre parcel. Materials to be accepted at the drop-off site will be leaves and yard waste as per PADEP "Guidelines for Yard Waste Composting Facilities". Tree and brush trimmings will also be accepted and ground/processed into wood chips/mulch. The facility will be limited to accepting and processing an estimated maximum volume of 10,000 cubic yards of leaf and yard waste.

Particular benefits attributable to the site include:

- Size approximately 46 acres, an extensive area of the site is wooded, enhancing security and providing a visual and sound buffer for the few nearby residences.
- Approximately one mile of roadway (paved and unpaved) developed to PennDOT specifications.
- The southern portion of the roadway is secluded from residences, surrounded by woodland and has acceptable slopes (approximately 2.5% to 3.5%) for windrow formation, turning and curing areas, and with minor modifications for the establishment of a wood waste (tree and brush trimmings) processing area.
- The northern portion of the roadway is paved and provides excellent access (via Oak Grove Road) for a drop-off and product distribution site, and is partially surrounded by security fencing.
- The site has an extensive storm water collection and management system in place surrounded by well established vegetation.

Considering the site's size and specific improvements, it appears to be uniquely suited for the economic development of a multi-municipal compost facility. Additionally, public funds expended for the acquisition and development of the site will be put to a beneficial use.

As a result of the above noted and the determination made from the preliminary site evaluation, a meeting and site visit was conducted with representatives of the DEP Northeast Regional Office.

The purpose of the meeting was to share the findings of the preliminary evaluation and to gain the Department guidance and input regarding the candidate site.

Based on ERA's site inspections, the findings of the preliminary desktop evaluations and concurrence of same by the Department, a detailed evaluation was conducted to assure site suitability and gather pertinent data required for preparation of an application.

- ☑ **Task 3: Preparation of Permit Application** - ERA prepared the conceptual design for the compost facility and completed all forms, plans and narratives required for submission of an application under PADEP Guidelines and Regulations.

The permit by rule application was submitted on February 26, 2014 and approved by PADEP on March 14, 2014; a copy is included in Appendix A.

- ☑ **Task 4: Property Acquisition** - ERA assisted in developing the final agreement with PennDOT for the lease of the candidate site. This effort included;

- Participation in meetings with PennDOT representatives to review the proposed project and gather pertinent data, plans and maps required for preparation of lease agreement.
- Preparation of a general description of proposed use of the site.
- Assisting the Monroe County Planning Commission in developing a metes and bounds description of the area to be leased.
- Development of a site plan of area to be leased, including all improvements to be installed or affected by such use, i.e., fences, light standards, paving, and structures.
- Preparation of a plan to protect existing piers, columns, drainpipes and other structures.
- Compiling data and information required for lease agreement application and provided same to the Lead Agency.

The compost site lease agreement between PennDOT and the Oak Grove Composting Facility Board was executed on May 12, 2014.

- ☑ **Task 5: Assist in Finalizing “Multi-municipal Agreement”**

ERA participated in numerous public meetings with the involved municipalities to review and refine the options available for site development, the potential benefits, and challenges involved with developing a multi-municipal leaf and yard waste compost facility/program, considering both functional and financial aspects. ERA assisted in development of the final Multi-municipal Agreement including detailing succinct terms and conditions for municipal participation (current and future) in the program and for the operation of the compost facility.

A copy of the executed “Oak Grove Multi-Municipal Agreement” is included in Appendix B.

☑ Task 6: Meetings

ERA prepared for and participated in numerous meetings with the Lead Agency, Oak Grove Board representatives and PennDOT to gather required information and, as required or requested, to review draft and final deliverables. ERA also attend two meetings with PADEP to review work efforts related to project design and operation parameters and gain concurrence.

☑ Task 7: Final Report

ERA prepared a Final Report detailing its comments and recommendations and work efforts relative to developing and implementing the planned multi-municipal compost facility/program.

4.0 Solutions

The participating municipalities have actively pursued a cooperative/multi-municipal approach to develop and implement a recycling program compliant with the requirements of Act 101 and Act 140, to include a centrally located multi-municipal composting and drop-off facility.

Specific tasks accomplished during the course of this study included:

- Implemented a standardized recycling program.
- Developed individual leaf and yard waste collection programs.
- Acquired and permitted a centrally located multi-municipal compost site.
- Applied for and received Act 101 Section 902 funding to assist in development of leaf and yard waste collection programs, individual drop-off sites and a multi-municipal compost facility.
- Established, via a multi-municipal agreement, the Oak Grove Multi-municipal Composting Facility Board to develop, administer and operate the compost and drop-off facility.

5.0 Conclusion and Recommendations

Based on ERA's evaluations and assessments conducted during the course of this study, ERA offers the following conclusions and recommendations to assist the participating municipalities in their continued efforts toward the development of a cost effective and efficient leaf and yard waste compost and drop-off facility.

5.1 Conclusions

The cooperative approach being pursued by the Oak Grove Multi-municipal Composting Facility Board will:

- Avoid duplication of efforts and afford the related benefits of economy of scale to all participating municipalities.
- Save tax dollars via avoided cost of disposal and purchase of landscape materials (e.g. high quality products generated by the compost facility) which are tangible savings that will be enjoyed as a result of the program's operations.
- Provide revenues, derived from user fees and/or sale of products, that will aid in the economic sustainability of the compost facility.
- Enhance the probability for receipt of future Act 101 Section 902 grant funding.

5.2 Recommendations

Although the municipalities have accomplished much to date, several important undertakings remain relative to the final development of the multi-municipal leaf and yard waste compost and drop-off facility. To this end ERA provides the following recommendations which are presented chronologically.

- ☑ Secure access to the site, to prevent vandalism, theft of materials and/or equipment and illegal dumping during site development/construction.
- ☑ Initiate remaining site modifications and improvements for establishment of the drop-off and composting and processing areas.
- ☑ Procure the remaining equipment, materials and services required for facility development, security and operations.
- ☑ Arrange for training for compost site operators. Training classes are available through Professional Recyclers of Pennsylvania (www.proprecycles.org). The potential for training assistance also exists from local municipal compost operations located in Stroud, Chestnuthill and Coolbaugh Townships.
- ☑ Develop and implement a public education/outreach program.
- ☑ Develop facility project sustainability, monitoring and evaluation strategies.
- ☑ Identify and track all costs (full costs) associated with the overall development and operation of the compost facility as well as for specific efforts. This approach will greatly assist in accurately determining fair and equitable fees for services and products.

Appendix A

Compost Facility Application

Printed on Recycled Paper

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Contingency Plan for Emergency Procedures

SECTION 1

YARD WASTE COMPOSTING FACILITY

APPLICATION

**Commonwealth of Pennsylvania
Department of Environmental Protection
Bureau of Land Recycling and Waste Management**

Yard Waste Composting Facility Application Form

Please familiarize yourself with the Pennsylvania Department of Environmental Protection GUIDELINES FOR YARD WASTE COMPOSTING FACILITIES prior to filling out this form.

1. Operator (Name & Mailing Address)
Middle Smithfield Township, Monroe County, PA
25 Municipal Drive
East Stroudsburg, PA 18302
Telephone Number- **570-223-8920**
2. Name of Facility - **Oak Grove Multi-municipal Compost Facility**
Contact Person - **Michael Dwyer**
Contact Telephone- **570-223-8920**
Property Owner - **Middle Smithfield Township**
Street Address of Facility - **Oak Grove Road**
State - **Pennsylvania** Zip Code - **18302**
City-Boro-Twp - **Middle Smithfield Township**
County - **Monroe, County**

Sponsoring Municipality (where applicable) - **Middle Smithfield Township**

Attach a United States Geological Survey 7.5 minute topographic map identifying the yard waste composting facility site boundaries outlined on it. **See Attachment D**

Provide proof the operator has the legal right to enter the land and perform the approved activities: **See Attachment E**

3. The proposed composting method: **Windrow (open air)**
Total acres of the composting facility: **4.33- acres**
The maximum quantity of yard waste and composted materials to be on the site at any one time: **10,000-cubic yards**
Yard waste in cubic yards: **Included in leaf waste estimate**
Finished compost in cubic yards: **6,000-cubic yards**
4. Prepare and include in this application a general site plan* for the facility which illustrates the location of the following items:

Access roads in relation to the nearest public and private roads, wells, and property lines

Tipping area

Gate location

Surface water controls, erosion and sedimentation controls

Processing area including location, orientation, and size of compost piles or windrows

Curing or storage areas

North arrow

Scale of drawing

5. Please address the following items: (attach additional sheets if necessary)

Provide a complete list of source(s) of yard waste to be received.

- ☒ **The main source of yard waste to be received at the proposed facility is generated from residential properties located in Middle Smithfield Township, Smithfield Township and Lehman Township. Consideration will be given to permit residents from other neighboring municipalities (under a cooperative agreement) to bring their yard waste and brush to the drop-off location.**

Describe how the yard waste will be collected and received at the facility.

- ☒ **The Townships will also collect leaf and yard waste at drop off areas that will be open to the public twice each week during peak leaf season and on a scheduled (to be determined) basis thereafter. Yard waste generated from the Townships municipal projects and spring clean-up days will be delivered to the site, in bulk, via municipal trucks. The Townships will also collect leaf and yard waste curbside (via vacuum systems) and at drop off sites during the spring and fall and deliver materials to the compost site in bulk, via municipal trucks.**

Describe the method for inspecting incoming yard waste and for removal of unacceptable material. Yard waste collected at the curb is inspected prior to being placed in the compost site.

- ☒ **Municipal personnel will not collect any leaf and yard waste that includes unacceptable materials or contaminants. Residents will be instructed to remove any unacceptable materials or contaminants from their yard waste prior to placing them at the curb. Yard waste received at the individual Township drop-off sites will be subject to inspection by municipal personnel.**

All loads of incoming leaf/yard waste delivered by the Townships and/or any material delivered by residents will be inspected during off-loading to ensure quality control. Any off-specification material identified during an inspection will be culled by facility personnel and either rejected and sent back with the person attempting to deliver same or placed in an onsite container. Bagged material will not be accepted.

Describe the windrow construction methods including equipment to be used.

- ☒ **Leaf collection trucks delivering materials to the compost site will unload in the approximate location where a windrow is to be formed. Leaf waste delivered will be inspected for contaminants. A wheel loader with a bucket will form windrows in semi-circular shapes, during initial operations. A slight indentation will be made at the top of the windrow to allow for rainfall retention thus reducing the potential need of adding water to maintain optimum conditions for active composting.**

The Townships (with Act 101 Grant assistance) plans to purchase a wheel loader, 500-gallon (trailer mounted) water tank, windrow turner to turn the windrows more efficiently, a wood chipper/grinder, security camera system and security fencing.

Equipment proposed for use at the compost facility includes:

- ✓ **One wheel loader, with a bucket**
- ✓ **One windrow turner**
- ✓ **One 500-gallon water trailer**
- ✓ **One wood chipper/grinder**
- ✓ **Three digital thermometers**

Describe the windrow size:

- ☑ **Initial windrow dimensions will be 16' wide x 8' high x varying lengths.**

Describe the source of supplemental water, which will be used to maintain optimal 40% to 60% moisture content of compost piles or windrows.

- ☑ **On site well AND 500-gallon water trailer.**

Indicate the frequency of windrow turning:

- ☑ **Turning of windrows will occur on a weekly basis initially (first two months) and once per month, thereafter. Based on monitoring results the windrows may be turned more frequently to maintain optimum environmental conditions for the compost process.**

Indicate the temperature range to be maintained:

- ☑ **A range of 90 to 140-degrees Fahrenheit will be maintained during active composting. Long stemmed thermometers will be used to monitor temperature.**

Indicate the method of windrow turning:

- ☑ **A wheel loader will be used initially to form windrows. The loader bucket will lift the organic material and allow it to cascade back into the windrow several times. This type of windrow formation provides for optimum mixing and loose deposition of material, enhancing porosity and increasing airflow.**
- ☑ **A windrow turner will be used to turn windrows following initial windrow formation, further accelerating the composting process.**

Describe the method for determining turning frequency.

- ☑ **Turning frequency will be based on maintaining the optimum environment for microbial activity/accelerated decomposition. All windrows will be monitored on**

a regular basis once a week for the first month, then once a month (at a minimum) thereafter. The inspection will include checking temperature at fifty-foot linear intervals. Long stem (four-foot) digital thermometers will be used to monitor windrow temperatures. Windrows will be turned when the temperatures drop below 90 or exceed 140-degrees Fahrenheit.

The key indicator for establishing turning frequency will be internal windrow temperature. Windrows will be turned to maintain temperatures in the lower active (thermophilic) range (90 to 140-degrees Fahrenheit). The thermophilic temperature range should be reached within two weeks to a month after initial windrow formation. Once the inner core of the windrow exceeds 140-degrees, the windrow will be turned. If the temperature of the windrow drops below 90-degrees, the windrow will likewise be turned to add oxygen and increase microbial activity. Once the temperature drops below 90-degrees and turning the windrow does not result in an increase in temperature, the compost will be moved to a curing area or allowed to cure in place for 30 to 90-days.

Windrow moisture content will also be monitored. Squeezing a handful of the composting material is a generally accepted method of determining moisture content; if a few drops of water are shed, the moisture level is sufficient. Should appreciably more water be shed, when the material is squeezed, the windrow's moisture content is too high and turning is required to aerate it to prevent anaerobic conditions.

Describe the approximate duration of the composting cycle:

- ☒ 120 to 180-days (Note Previous Section)

Describe the Composting Process:

- ☒ Open-air aerated windrow processing technology will be employed for the composting leaf and yard waste. Materials will be formed into parabolic shaped windrows of approximately 8' high X 16' wide X various lengths.

To minimize handling incoming loads of materials (leaf and yard waste) will be off-loaded where the windrows are to be formed. Facility personnel will inspect material during off-loading and windrow formation. Materials that are unacceptable will be removed and disposed of properly.

Windrows will be constructed on gravel improved surfaces to promote aeration and accommodate heavy equipment use. The windrows will be constructed parallel to slope with a backhoe/loader. The windrows will be arranged singularly or in pairs (depending on incoming volumes). A space of at least 8-feet but not more than 10-feet between will be maintained between windrow pairs. A clearance of approximately 20-feet will be maintained around the windrow pairs for ease of access of equipment.

Once windrows are initially formed by the loader, a windrow turner will be used to turn and aerate the piles. Loads of wet leaves will be turned as soon as practical to prevent anaerobic conditioning from forming.

The windrow turner's rotating flail will not only aerate the pile but it will also chop the leaves into smaller pieces thus increasing the surface area available to microbes and accelerating the composting process. A reduction in pile size will also occur as a result of initial turnings and microbial activity allowing windrows to be combined to form one, having similar dimensions to the initial parent windrows.

Windrows will be constructed in sections, i.e. as leaves are delivered. The individual sections will be monitored to insure active composting is maintained.

Temperature, being the prime indicator of microbial activity, will be monitored at prescribed intervals along the windrow using long stem digital thermometers. The windrow or section of windrow will be turned if the temperature varies from the thermophilic range (90° to 140°F).

During the composting process windrows will be built in sections. Records will be maintained on each section. Eventually, through turning and mixing the windrow will be homogenized and should uniformly degrade.

The total composting time is dependent on a number of variables primarily temperature, moisture, and oxygen content. The time period for turning the windrows will be adjusted as required, based on monitoring results. Monitoring will be done once monthly (at a minimum) to insure proper moisture and temperature ranges are maintained. Monitoring results will be recorded on Monitoring Log Sheets.

A moisture content of approximately 50% will be maintained during composting. The moisture content will be checked periodically using a moisture meter and the "squeeze test". A handful of material from within the windrow will be squeezed; if a few drops of water are generated the windrow can be assumed to contain the proper range of moisture 40% to 60%. Deviance from this range will require turning of the windrow. Turning is done to aerate and dry pile to prevent anaerobic conditions. The windrow will be turned as necessary to assist moisture loss and if available dry material will be added. If the material is too dry, water will be added gradually during the turning process until the desired range is met.

Composting and curing will be judged complete whether compost pile temperatures decrease to near ambient and remains there for 3 to 4-weeks. Finished compost will be stored in place or combined with other finished windrows until distribution.

Records of incoming organic materials as well as finished products (compost and potentially mulch) will be maintained.

Middle Smithfield Township will:

- ☒ **Prepare post and maintain signage to identify the compost facility and inform the public of its operations, consistent with the requirements of the Guidelines for Yard Waste Composting Facilities.**
- ☒ **Work cooperatively with the Monroe County Conservation District in the development and installation of any additional surface water and erosion and sedimentation control measures which may be required (if any). A meeting with the County Conservation District will be held to seek advice and guidance on developing suitable surface water controls (if any) that meet the requirements of 25 PA Code Chapter 102, Erosion, Sedimentation Control (E&S). An E&S Plan will be developed (if required) and a copy of the County Conservation District approved plan will be submitted to the Department.**

Describe the curing period for compost:

- ☒ **30 to 90-days (Note Previous Section)**

Indicate the time required for storage and distribution:

- ☒ **0 to 90-days**

Indicate the total time required for composting operation:

- ☒ **130 tom 300-days (Depending on how aggressively the material is processed.)**

Describe the marketing and distribution plan for the finished compost product.

- ☒ **After compost product will be used at municipal properties, marketing will be directed at residential properties. Considering the residents are the ones providing the materials and subsidizing program costs via tax dollars, it is only fair that residents be provided the first opportunity to receive/purchase compost. Commercial sale of product will be pursued for any remaining surplus material. The distribution of the product will be by truckload as well as in smaller amounts.**

All compost products will be distributed from the compost facility so that it can be effectively and efficiently managed.

Describe the residue disposal plan and identify the disposal or processing site(s) to be used.

- ☒ **The Township will dispose of all composting residuals and/or contaminants in accordance with the Monroe County Solid Waste Management Plan at the WMI**

Grand Central Landfill located in Pen Argyle, PA.

Describe the plan for emergency response (fire, police, etc.).

- ☒ **Personnel working at the site will use a cellular phone and/or radios in the event of emergency to contact emergency services. Both the police and fire departments will be briefed as to the compost sites layout and standard operating**

procedures and receive a copy of the facility's Contingency Plan for Emergency Procedures.

Outline the public information and education program (attach samples of literature if available).

- ☑ The Townships will develop a public education/outreach campaign. The campaign will include announcements at public meetings, public service announcements, display advertisements in local newspapers and an informational brochure. The brochure will provide program details and encourage participation.

Figure 1

Draft Compost Facility Sign Layout

NOTE: Days and times for operation to be determined.



ATTACHMENT A

SITE PLAN

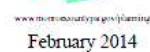
PROPOSED OAK GROVE COMPOSTING FACILITY (NORTH END)

MIDDLE SMITHFIELD TOWNSHIP, MONROE COUNTY, PENNSYLVANIA



www.monroecounty.gov/planning
February 2014

MIDDLE SMITHFIELD TOWNSHIP, MONROE COUNTY, PENNSYLVANIA



ATTACHMENT B

SITING RESTRICTIONS

SITING RESTRICTIONS
FOR
YARD WASTE COMPOSTING OPERATIONS

The Oak Grove Compost Facility will be located on a 4.33-acre site in Monroe County, Pennsylvania (see Attachment D). The compost facility will not store or cure compost or compost leaf and yard waste in the following areas:

a. In a 100-year flood plain.

The planned compost facility is to be located in an area, above the flood plain. The facility will not store or cure compost or compost leaf and yard waste within the 100-year flood plain.

b. In or within 300 feet of an exceptional value wetland.

The "National Wetlands Inventory Map" does not identify any exceptional wetland within 300-feet from the compost site boundaries.

c. In or within 100 feet of a wetland other than an exceptional value wetland.

No active composting will take place within 100-feet of the wetland.

d. Within 100 feet of a sinkhole or area draining into a sinkhole.

No karsts geologic features are located on the proposed site (based on review of Monroe County Soil Survey) and there is no drainage into a sinkhole within 100-feet of the compost site boundaries.

e. Within 300 feet measured horizontally from an occupied dwelling unless the owner has provided a written waiver consenting to the facility being closer than 300 feet.

The compost facility boundaries are in excess of 300-feet measured horizontally from occupied dwellings.

f. Within 50 feet of a property line, unless the operator demonstrates that only curing of compost is occurring within that distance.

Processing will not occur within 50-feet of any property line.

g. Within 300 feet of a water source.

No well or other water source exists within 300-feet of the compost facility site.

h. Within 3.3 feet of a regional groundwater water table.

The site has previously been disturbed, filled and developed. The compost facility is located in an area which has a distance greater than 3.3-feet between the surface and the regional groundwater table.

i. Within 100 feet of a perennial stream.

No perennial streams are located within 100-feet of the site.

ATTACHMENT C

NUISANCE CONTROL PLAN

NUISANCE CONTROL PLAN

The facility will be gated and the gate locked when the site is not in operation, and will be equipped with security camera system as security measures.

All site operations will be monitored on a regular basis. Any situation noted that might attract and harbor or cause breeding of vectors or vermin will be addressed as quickly as possible on a case-by-case basis.

Odor is a primary concern for composting operations. Malodors are usually associated with anaerobic conditions: excessive temperatures, excessive water, etc. Monitoring and quick response to problems will minimize the potential occurrence of any odor causing conditions.

All windrows will be monitored on a regular basis once a week for the first month, then once a month (at a minimum) thereafter. The inspection will include checking temperature at fifty-foot linear intervals. Long stem (four-foot) digital thermometers will be used to monitor windrow temperatures. Windrows will be turned when the temperatures drop below 90 or exceed 140-degrees Fahrenheit. Monitoring and quick response to any malodor (turning the windrow and/or adding dry organics) will minimize the potential occurrence of any odor causing conditions.

During inspections of the windrows any unacceptable material noted will be manually removed for proper disposal.

The time, date, results of, and name of person conducting inspections will be recorded in written documentation (inspection/monitoring logs).

Records of windrow monitoring, incoming organic materials as well as outgoing finished products (compost and mulch) will be maintained and a trouble shooting guide will be on site for quick reference (see Attachment F).

The windrows will be constructed on gravel improved surfaces running parallel to the slope to promote proper drainage and prevent ponding. Any ponding of water observed on site will be subjected to immediate corrective actions. These actions may include: adding fill material, re-grading the area or modifying drainage patterns.

Through the elimination of standing water the regular turning of windrows and heat generated by the compost process breeding of vermin and insects is inhibited. Regular monitoring of the compost will also be accomplished.

Noise from operating equipment should not present a problem given the location of the site, the limited work effort required to manage the relatively small volume of organic materials. Existing trees, hedgerows and vegetation will act as a noise and visual barrier. Additional landscaping measures are also planned to assist in these efforts

Dust generated by access roads or by processing machinery will be suppressed by use of a water trailer (if required).

Middle Smithfield Township will operate the compost site in a professional manner. The safety and well being of its employees, the public and the environment are of the utmost

concern. The operations will be monitored daily and any safety hazards or public complaints (should they arise) will be dealt with expeditiously.

Any litter generated by site activities or deliveries will be policed by facility personnel.

ATTACHMENT D

TOPOGRAPHIC MAP

LOCATION MAP

EAST STROUDSBURG PA
QUAD

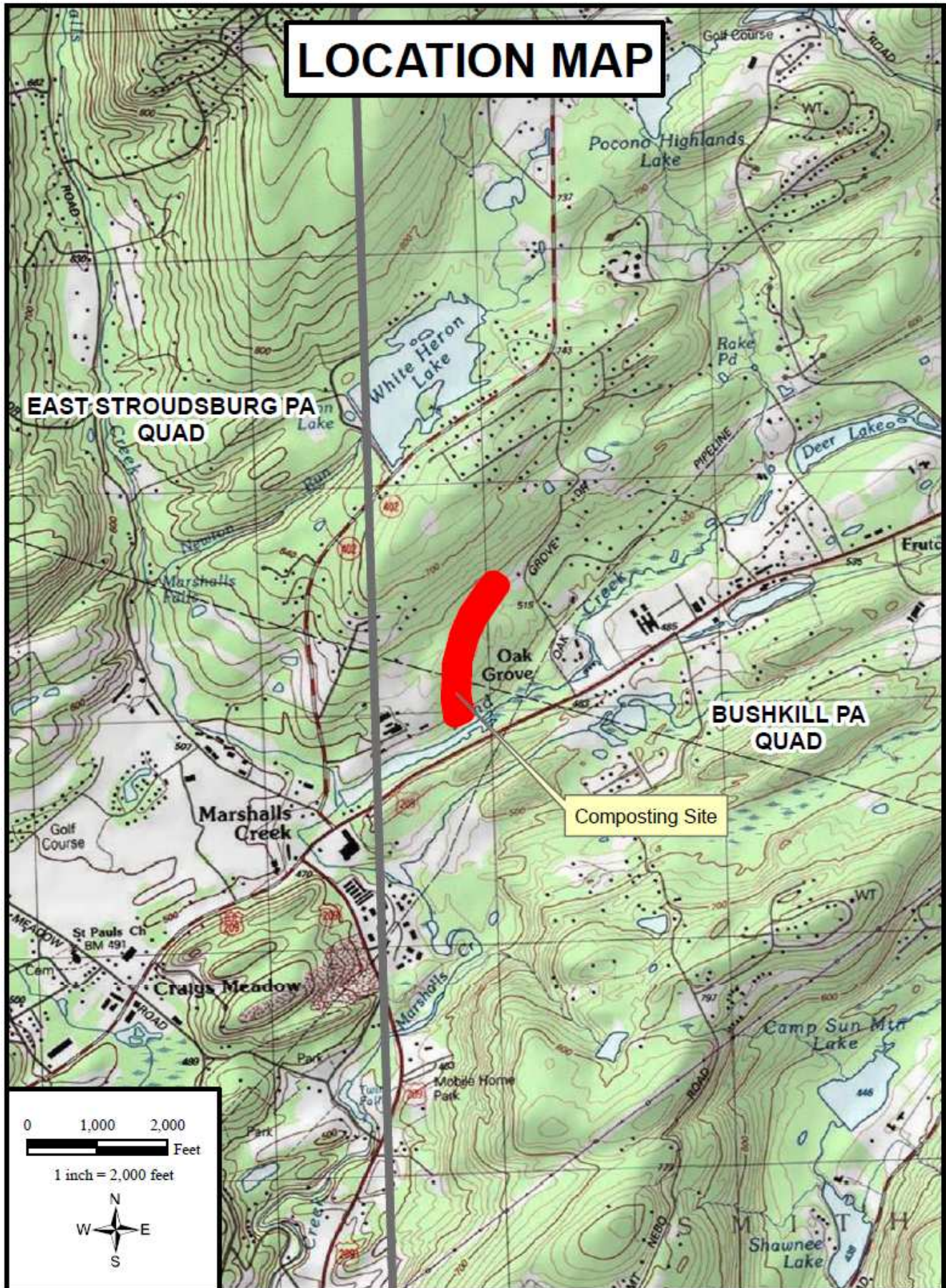
BUSHKILL PA
QUAD

Composting Site

0 1,000 2,000

Feet

1 inch = 2,000 feet



ATTACHMENT E

PROOF OF OWNERSHIP

Copy Provided to PADEP

SECTION 2

**PREPAREDNESS PREVENTION
AND
CONTINGENCY PLAN**

A. DESCRIPTION OF FACILITY/OPERATION

A. 1 General Description of Activity

Middle Smithfield Township (Township) will develop and operate a leaf and yard waste compost facility (facility) to service their municipally, Smithfield Township (Monroe County) and Lehman Township (Pike County), and potentially other neighboring municipalities.

The compost facility will be located between Middle Smithfield and Smithfield Townships, Monroe County, Pennsylvania (see Attachment D). The project will not require additional zoning approval.

The facility will occupy an area of approximately 4.33 acres of an approximate 45 -acre parcel. Materials accepted for composting will be leaves and yard waste as per PADEP "Guidelines for Yard Waste Composting Facilities". Tree and brush trimmings are also planned to be ground/processed into wood chips/mulch. The facility will be limited to accepting and processing a maximum of 10,000 cubic yards of organic materials.

Leaf and yard waste will be composted aerobically using open-air windrow technology and specialized equipment to promote, accelerate and enhance decomposition. A chipper and a grinder will process tree trimmings and yard waste into wood chips/mulch.

The Townships will collect materials from Township projects and deliver same to the facility, The Townships will collect leaves at curbside (during the fall and spring) using vacuum equipment and at drop-off locations municipal residents will also deliver leaf and yard waste the adjacent drop-off facility on designated days during specified hours. Neighboring municipalities may also (by inter-municipal agreement) deliver leaf waste to the compost facility.

Leaf waste and yard waste will be composted aerobically using open-air windrow technology and mechanized equipment to accelerate and enhance decomposition. A mechanical chipper and/or grinder will process tree trimmings and yard waste into wood chips.

All collection vehicles delivering loads of leaves and yard waste will be visually inspected by compost facility employees prior to and during off-loading to ensure quality control. Any material not meeting specifications will be culled and properly disposed of by the compost facility personnel.

If any residents deliver plastic bags to the drop-off or compost facility their contents will immediately be emptied and inspected. Bags will be returned to the resident, as will any unacceptable material.

Leaves and yard wastes will be formed into new windrows or incorporated into existing windrows. Formation and turning of windrows will be accomplished initially using a backhoe/loader equipped with a one (1) cubic yard bucket. Turning the windrows is eventually planned to be accomplished by a mechanized windrow turner.

Windrows will be regularly monitored to ensure the physical requirements of the compost process are met. Temperature is the prime indicator of the composting process. Temperature will be monitored, using long stem thermometers, to insure that the windrows are maintaining thermophilic or active range (optimal temperature range 90 to 140-degrees Fahrenheit). If the internal temperature of a windrow falls below or rises above this thermophilic range, it will be turned. Once a windrow reaches a stabilized state, (temperature does not increase when the windrow is turned) it will be placed in a curing pile or allowed to cure in place.

The Township will use the compost and mulch produced at the compost facility for landscaping of municipal properties, and the remainder distributed to the public.

A2. Description of Existing Emergency Response Plan

The facility is new and therefore has no existing emergency plan.

A3. Material and Waste Inventory

Due to the simplicity of the composting process, and the thorough inspection of incoming materials, receipt of ancillary and/or unacceptable waste materials will be minimal. There is no current plan to store or maintain fuel or chemicals at the compost facility site. Only the fuel, motor oil and fluids contained in processing machinery will be on the site.

A4. Pollution Incident History

None.

A5. Implementation Schedule

Operations personnel will be trained to follow procedures set forth in this PPC Plan and best composting practices.

B. DESCRIPTION OF HOW PLAN IS IMPLEMENTED BY ORGANIZATION

B1. Organizational Structure for Implementation of the PPC Plan

In the event that an emergency occurs at the facility site, it will be the responsibility of any on-site staff to immediately notify the facility operator, who will be a designated second level or Secondary Emergency Coordinator (SEC). It is the responsibility of the SEC to immediately notify the first level or Primary Emergency Coordinator (PEC) of the emergency and to implement all measures of the PPC Plan. During the absence of the PEC, it is the responsibility of the (SEC) to both coordinate emergency activities and to assure submission of the written Incident Report to the DEP as required under this Plan.

The PPC Committee will consist of, Mr. Cory Lyon who will serve, as the PEC and, Mr. Joseph Les as SEC. It will be the duty and responsibility of the PPC Committee to meet annually (at a minimum) to: review and identify materials and wastes handled, identify potential hazards (if any), establish and review material and waste handling/storage procedures, accident reporting procedures; and visual inspection programs. The PPC Committee will also review any past incidents and the counter-measures utilized to assess effectiveness. In addition, the PPC Committee will be responsible for coordinating and establishing training and educational programs for personnel; and, periodic review, evaluation and improvement of the PPC Plan. The Committee will review any new regulations, equipment, or process changes and incorporate any needed changes into the PPC Plan. If the PPC Plan is updated, copies will be provided to the DEP and made available to emergency response agencies/contacts.

B2. List of Emergency Coordinators

Primary: **Mr. Cory Lyon**

Home Address: 111 Shale Ridge Road
 East Stroudsburg, PA 18302

Home Telephone: (570)-223-1733

Business Address: 147 Municipal Drive
 East Stroudsburg, PA 18302

Business Telephone: (570)-872-8791

Cell Phone: (570)-460-1392

Secondary: **Mr. Joseph Les**

Home Address: 657 Long Mountain Road
 Effort, PA 18330

Home Telephone: (570)-628-8824

Business Address: 147 Municipal Drive
 East Stroudsburg, PA 18302

Business Telephone: (570)-236-4268

B3. Duties and Responsibilities of the Primary Emergency Coordinator

Among other duties and responsibilities of the PEC is routine inspection of the site to ensure that neat and orderly operation is maintained and to assure that walkways, areas between windrows, storage areas, operations areas, and roadways remain accessible and free of extraneous items which might otherwise clutter and hinder operational safety and efficiency. During an actual or imminent emergency, the PEC will ensure adequate space is provided for unobstructed movement of emergency personnel and equipment to all portions of the site. The PEC also will ensure that all agencies listed in Section E will be offered a copy of the PPC Plan.

Although the materials processed and produced at the facility will be not considered of a nature that would pose severe environmental consequences, even if mismanaged, it is recognized that it is the responsibility of the PEC to minimize any deleterious effect to personnel and the environment caused by an incident at the site.

True emergency scenarios can realistically be limited to those involving fire. During an emergency, operations at the site would be discontinued. All delivery/shipment of materials would be halted. Access would remain open to allow for movement of emergency response personnel and equipment. A 500-gallon water tank trailer and (planned) on site well will be used as a first response in the event of a fire at the compost operation, pending arrival of the fire company.

In an imminent or actual emergency, the PEC must immediately:

1. Notify all on-site personnel,
2. Identify the character, exact source, amount and a real extent of the fire,
3. Concurrently assess the actual and potential hazards to the public health and safety, public welfare and the environment that have resulted or may result from the fire. This assessment will consider both direct and indirect effects of the fire.

The PEC must assess possible hazards to human health or the environment that may result from a fire. The assessment will consider both direct and indirect effects.

If the PEC determines that the facility has a situation, which would threaten human health or the environment, he will immediately notify the applicable local authorities, indicating if evacuation of local areas is advisable. Additionally, he/ she will immediately notify the Department by telephone at (570)-826-2511 and the National Response Center at 800-424-8802 and report the following:

1. Name of the person reporting the incident;
2. Name and address of the operation;
3. Telephone number where the person reporting the incident can be reached;
4. Date, time and location of the incident;
5. A brief description of the incident, nature of the materials or wastes involved, extent of any injuries and possible hazards to human health or the environment;
6. The estimated quantity of the materials or wastes involved;
7. The extent of contamination of land, water, or air, if known;
8. Existence of dangers to public health and safety, public welfare, and the environment;
9. Nature of injuries, if any; and
10. Parts of the PPC Plan being implemented to alleviate the emergency.

During an emergency, the Primary and/or Secondary Emergency Coordinator will take all reasonable measures necessary to ensure that fire does not occur, re-occur or spread. These measures shall include, where applicable, stopping all operations and isolating the problem area.

If the facility ceases operation in response to a fire, the SEC (operator) will ensure that adequate monitoring is conducted for excessive temperatures wherever appropriate.

After an emergency, the SEC shall:

- a. Clean up the affected areas,
- b. Treat, store, or dispose of recovered materials, in a manner approved by the Department (testing of the affected area may be prevent processing or storage of compost materials in the area affected by the emergency until the area has been cleaned up and the Department has inspected and approved the cleanup.

Within 15 days after the incident, the PEC will submit a written report on the incident to the Department. The report will include the following:

1. Name, address, and telephone number of the individual filing the report;
2. Name, address, and telephone number of the facility;
3. Date, time, and location of the incident;
4. A brief description of the circumstances causing the incident;
5. A description and estimate of the quantity, by weight or volume, of materials or wastes involved;
6. An assessment of any contamination of land, water or air that has occurred due to the incident;
7. Estimated quantity and disposition of recovered materials or wastes and
8. Actions that will be taken to prevent a similar future occurrence.

B4. Chain of Command

Primary: **Mr. Cory Lyon**

Home Address: 111 Shale Ridge Road
 East Stroudsburg, PA 18302

Home Telephone: (570)-223-1733

Business Address: 147 Municipal Drive
 East Stroudsburg, PA 18302

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C. SPILL LEAK PREVENTION AND RESPONSE

C1. Pre-Release Planning

The Township compost facility has been designed to minimize the potential for risk to the environment, the public and operational personnel. All operational personnel will be properly trained in their duties and responsibilities prior to functioning without direct supervision.

The compost operation requires a very limited number of materials, which have potential to cause significant harm to personnel or the environment if spilled. Only fuel (diesel) motor oil and other fluids used in operating machinery will be on site.

Leaves and yard waste accepted at the site will contain limited amounts of moisture and should not present a problem. In the event of a spill or leak of fuel or machinery fluids, clean-up efforts will be initiated immediately. Clean-up will consist of using a front end loader to collect the majority of solids, shovels and buckets will be used to collect the remnants and any minimal amounts of moisture will be collected with absorbent material (readily available at the sites office, to be located at the drop-off site).

C2. Material Compatibility

The composting process does not involve the use of materials that are corrosive or reactive.

C3. Inspection and Monitoring Program

All composting windrows will be monitored on a regular basis (every other week for the first month, then once a month thereafter). The inspection will include checking temperature at fifty-foot linear intervals. Long stem (four-foot) digital thermometers will be used to monitor windrow temperatures. Windrows will be turned when temperatures drop below 90 or exceed 140-degrees Fahrenheit.

Water content is also monitored, using moisture meters and adjusted as necessary to maintain a moisture level of approximately 50%.

During inspection of windrows any unacceptable material noted will be manually removed and disposed of properly. The time, date, results of, and name of person conducting these inspections will be recorded in written documentation (monitoring logs).

Windrows composed of wood chips (mulch) will be monitored for temperature on a weekly basis. Compost and mulch windrows will be visually inspected daily, when the facility is operating.

Emergency equipment consists of ten-pound A/B/C fire extinguishers located at the site office, and one five-pound A/B/C extinguisher located on (all) mobile processing equipment. Routine inspection/maintenance of all fire extinguishers is conducted annually.

C4. Preventative Maintenance

Preventative maintenance is conducted on all operating equipment, both as presented through the manufacturers' recommendations and as revealed to be necessary through a

routine inspection program. Repairs will be instituted as soon as operationally practical when a component failure or impending failure is detected. All preventive maintenance will be recorded and filed for each individual piece of equipment.

C5. Housekeeping Program

A conscious effort will continually be made to assure walkways, pathways, operational areas, maneuvering areas and roadways remain accessible and free of any items which might otherwise clutter and hinder operational safety and efficiency. Site personnel will routinely gather and properly dispose of any litter found on the site. The site will be monitored for proper drainage; if any ponding is evident, corrective measures will be taken. Any spillage, diesel fuel, motor oil, etc., will be immediately absorbed, the absorbent material will be placed in buckets and disposed of properly. All mechanical equipment used at the compost site will regularly be washed down. Any spillage of material will be dealt with in accordance with measures as prescribed within this Plan.

C6. Security

Security for the compost will be effectively provided through traffic restricting gates. Entrance and exit gates will be locked whenever the facility is not operating. The site will also be fenced with chain link fencing. Signs at the entrance gate and surrounding the site will provide trespass notice to all unauthorized personnel. Anyone visiting the site must do so during operating hours.

C7. External Factors

- A power outage will have little effect on operations, as mechanical equipment will be operating from diesel fuel.
- The site is located above the 100-year flood plain; therefore, flooding of the operation is not anticipated.
- Snowstorms should have minimal effect since the windrows will not require turning nearly as often as in other seasons. The Township will conduct normal plowing of snow, to maintain site access.

C8. Employee Training Program

Employees will be trained by the emergency coordinators to understand their particular responsibilities with respect to preventive maintenance and safety. All employees will be made aware of the location of emergency equipment (telephones, fire extinguishers, etc.) and emergency procedures. On-going training will include periodic safety/emergency response meetings. Such meetings will be held on an annual basis, at a minimum. All new operations personnel will receive initial training by the established operations staff. The Emergency Coordinators will regularly review the Township operational, safety and maintenance procedures to ensure requirements will be met.

D. COUNTERMEASURE

D1. Countermeasures to be undertaken by the operations

D2. Countermeasures to be undertaken by Contractors

(Note: Section D1 and D2 were determined not required due to the nature of the operation.)

D3. Internal and External Communications or Alarm Systems

Due to the open-air nature of the operation, an internal communications system is not practical or necessary. External communication will be by two-way radios or cellular phone.

D4. Evacuation Plan for Installation Personnel

Due to the nature of the operation, site evacuation is extremely unlikely. However, should such a situation arise, it will be the responsibility of the on-site emergency coordinator to advise all unnecessary personnel to leave the site. An elaborate alarm system is considered unwarranted. Evacuation of the area will proceed via the site access roadways.

D5. Emergency Equipment

In an attempt to maintain a ready posture for any emergency, which might occur at the site, the following emergency equipment will be maintained on site or at the maintenance building. The equipment will be readily available and maintained to be operational at all times:

Description (Location),	Intended Use,	Capabilities
Portable Fire Extinguishers (1), (2)	Small Fires,	5 # lb. and 8#lb Type A/B/C
First Aid Kit (2)	Cuts/Burns,	
Eye Wash (2)	Eye Irritants	
Location Index: (1) Carried on Equipment, (2) Site Office		

E. EMERGENCY SPILL CONTROL NETWORK

E1. Arrangements with Local Emergency Response Agencies and

A Township representative will contact the State Police, fire department and hospital. The contacted entity will: be advised of the facility, given a description of the operations, to include identification of materials managed, and identification of possible types of injury to be encountered.

Additionally, the contacted agencies will be offered a follow-up meeting and/or site visit to better familiarize them with the site and its operations and offered a copy of the PPC Plan.

Due to the nature of the operations, special provisions beyond those noted herein will be not considered necessary.

E2. List of Agencies to be Notified

Dept. of Environmental Resources	(570)-826-2511
National Response Center	(800)-424-7362
County EMS Center	911 or (570)-992-9911 911 or (610)-330-2200
Police Department	911 or (570)-839-7701
Marshalls Creek Fire Department	911 or (570)-223-8445
Chief Joseph Quarasimo-cell phone	(570)-656-2419
Hospital	911 or (570)-421-4000

Appendix B

Multi-municipal Agreement

INTERMUNICIPAL AGREEMENT ESTABLISHING THE OAK GROVE
MULTI-MUNICIPAL COMPOST PROCESSING PROGRAM

THIS AGREEMENT, executed this 30th day of December, 2013, but effective the date provided below (the "Effective Date"), by and among the Townships of Middle Smithfield and Smithfield, Monroe County, and Lehman Township, Pike County, Pennsylvania, each a second class Township existing under the laws of the Commonwealth of Pennsylvania, herein collectively referred to as the "Participating Municipalities".

WHEREAS, Section 1506 of the Second Class Township Code (the "Code"), generally permits the Board of Supervisors of second class Townships to make and adopt any ordinances, by-laws, rules and regulations not inconsistent with or restrained by the Constitution and the laws of this Commonwealth necessary for the proper management, care and control of the Township, and its finances, and maintenance of peace, good government, health and welfare of the Township and its citizens, trade, commerce and manufacture; and

WHEREAS, Article XXI of the Code authorizes Boards of Supervisors, either separately or jointly with a county or municipal corporation, to: (i) provide for the collection, storage, and or composting of leaf and yard waste (together, "Recyclables"), (ii) provide for the payment of the costs thereof out of the funds of the Township, (iii) establish, alter, charge and collect rates, and other charges for the collection of Recyclables, including the cost incurred for the construction, purchase, improvement, repair, maintenance and operation of any facilities therefor, (iv) make appropriations to any county or municipal corporation for the construction, purchase, improvement, repair, maintenance and operation of any facilities for the collection, removal, disposal or marketing of Recyclables; and

WHEREAS, the Participating Municipalities recognize that the growth and development within their Municipalities have increased the need for municipal services to their residents; and

WHEREAS, the Participating Municipalities also recognized that establishment of an intermunicipal compost processing facility would provide efficient and economic services beneficial for their residents; and

WHEREAS, the Participating Municipalities have recognized that the development of separate compost processing facilities to perform similar or identical tasks within each Municipality could result in the duplication of effort to the detriment of the residents of the Municipalities; and

WHEREAS, the Participating Municipalities recognize that the coordination of services would enable each Municipality to minimize the costs of the operation and administration of a compost processing facility; and

WHEREAS, Sec. 1507 of the Code provides that Boards of Supervisors may by ordinance make agreements with other municipal corporations in performing governmental powers, duties and functions and in carrying into effect provisions of the Act of July 12, 1972, P.L. 762, as amended, 53 P.S. § 2301, et seq., also known as the Intergovernmental Cooperation Act.

NOW, THEREFORE, with the foregoing background incorporated herein by reference and made a part hereof, and in consideration of the mutual promises and obligations set forth herein, and intending to be legally bound hereby, the parties agree as follows:

1. ESTABLISHMENT OF THE OAK GROVE MULTI-MUNICIPAL COMPOST PROCESSING PROGRAM

(a) The Participating Municipalities hereby establish a joint compost processing program to be known as the "Oak Grove Multi-Municipal Compost Processing Program" (hereinafter referred to as the "Compost Processing Program" or the "Program").

(b) The Program shall consist, at a minimum, of: (1) the provision of facilities for disposal of compost for the purpose of recycling; (2) operation of such compost processing facilities; (3) processing of compost and (4) sale or other disposal of the compost to third parties, or the Participating Municipalities. Additional Program services may also include, upon the determination of the Compost Processing Board: material delivery and product delivery.

(c) The Program shall be managed generally by the Compost Processing Board, as defined below. Day to day operation of the Program shall be the responsibility of the Middle Smithfield Township (the "Lead Municipality").

(d) The Program shall be located at the Leased Premises, as defined below, which shall be known as the "Oak Grove Multi-Municipal Compost Processing Facility" (hereinafter referred to as the "Compost Processing Facility" or the "Facility"). Program activities shall not begin at the Facility until it is fully permitted in accordance with all federal, state and local laws and regulations.

(e) "Compost" shall be limited to: leaves, shrubbery, brush and tree trimmings, and Christmas trees. Materials must be delivered in bulk and, to the extent practical, segregated. The Compost Processing Facility will only accept organic materials as specified above and reserves the right to reject any unacceptable materials or materials containing contaminants. The Facility shall not accept plastic bags, metal, tree stumps, construction debris or municipal waste or rubbish of any kind.

(f) Disposal of the compost at the Compost Processing Facility shall be limited to residents of, and businesses located in, the Participating Municipalities, or such municipalities that have a current service contract with the Compost Processing Board.

2. ESTABLISHMENT OF THE COMPOST PROCESSING BOARD

(a) There is hereby established a board, to be known as the "Compost Processing Board" (the "Board"), to manage generally the Compost Processing Program.

(b) Members. The Board shall consist of six (6) members

(i) Each of the Participating Municipalities shall appoint two (2) Members of the Board. Each appointee must be a resident of the appointing municipality.

(ii) If other municipalities become parties to this Agreement, then each such municipality shall have such representation on the Board as determined by an amendment of this Agreement.

(c) Voting. Each Member shall have one (1) vote. A majority of the Members shall constitute a quorum at any meeting of the Board. The Board shall act on the majority of Members present at meetings at which a quorum of Members is in attendance.

(d) Liaison. Each Member shall serve as liaison for his/her appointing Participating Municipality. The Members are responsible for keeping their respective Participating Municipalities informed of Board business so that the Members can reflect and represent the position and views of their respective Participating Municipalities.

(e) Terms.

(i) Each Member shall be appointed for a term of three (3) years with terms beginning on January 1st and expiring on December 31st.

(ii) In order to create terms that expire in alternating years, for the first term of this contract only, members terms shall end as follows:

Middle Smithfield: One Member - December 2014
One Member - December 2015;

Smithfield: One Member - December 2014
One Member - December 2015;

Lehman: One Member - December 2014
One Member - December 2015.

Terms shall expire every three years following expiration of the first term.

(f) Removal. Members shall serve at the pleasure of their appointing Participating Municipality and may be removed with or without cause by the appointing Municipality.

(g) Vacancies. In the event of vacancy due to removal or resignation of a Member, the appointing Participating Municipality of such Member shall, within sixty (60) days of vacancy or resignation, appoint a successor to the unexpired term of any of such Member.

(h) Alternates. Each Participating Municipality may appoint an alternate member annually to act on behalf of its regularly appointed member in cases where the regularly appointed member is unable to attend a Board meeting. The alternate may represent the municipality regarding Board business provided that the appointed member has notified the Board Chair of his/her inability to be present at a meeting.

(i) Officers and Committees. Officers of the Board shall be a Chairman, Vice-Chairman, Secretary/Treasurer (one combined office), and such other officers, as the Board may deem necessary. The Board may establish or organize itself into such committees as it sees fit to carry out its duties.

(j) Rules. The Board shall adopt and promulgate written rules and policies to govern its operation, establish procedures for the conduct of its meeting, and prescribe the duties of its members and officers.

3. DUTIES AND POWERS OF THE BOARD

(a) Subject to the provisions of this Agreement, The Board duties and powers shall consist of the following:

(i) Establishing fees for (1) disposal of compost, (2) sale of recycled compost, and (3) other Program services, including any additional terms and conditions in connection with such transactions.

(ii) Establishing regulations for the delivery, disposal, processing, distribution and sale of any compost being accepted at the Compost Processing Facility.

(iii) Determining the services to be provided by the Program beyond those established by the Agreement.

(iv) Establishing operating rules for the Compost Processing Facility, including hours of operation.

(v) Contracting with a consultant to assist in management of the overall Compost Processing Program.

(vi) To the extent not accomplished prior to Effective Date of this Agreement:

- A site analysis, determination if the candidate site meets PADEP Guideline Criteria.
- A conceptual design of the facility. Ingress, egress, compost pads, processing and curing areas.
- Identification of program participants, types and volumes of organics, equipment to be used at site for processing, material handling and distribution, security measures and stormwater controls.
- Details of operations, processing procedures, material and product volumes, monitoring procedures, record

keeping/tracking
procedures.

- Development of an Emergency Plan.
- Preparation of an application for facility development and operations.
- PADEP review and approval of the application.

(vii) Contract with other municipalities who desire to utilize the Compost Processing Program for their residents and local businesses.

(viii) Preparation of a proposed annual budget for operation of the Compost Processing Program, including capital costs.

(ix) Establishment of financial accounts in connection with the operation of Compost Processing Program.

(x) Maintain an accounting of all Program expenses, and determine additional assessment against Participating Municipalities for expenses in excess of budgeted amounts.

(b) Equipment, Supplies and Services. The Board may determine capital needs of the Program, but all procurement shall be done through the Lead Municipality. All Program personal property shall be titled in the name of the Oak Grove Multi-Municipal Compost Processing Board.

(c) Real Property. Participating Municipalities intend to enter into a Lease with PennDOT for a specific site to be utilized as the compost processing facility located at Oak Grove Road in Middle Smithfield Township (the "Leased Premises"). The Municipalities may assign the Lease to the Board, or enter into a sublease or license with the Board for use of the Lease Premises.

(d) The Board shall not employ any personnel.

(e) Conduct of Business. The Board shall establish by-laws and operating procedures that shall not be inconsistent with this Agreement. By-laws shall incorporate any and all provisions set forth in this Agreement as to the conduct of business. The Board shall operate within and abide by all applicable laws of the Commonwealth of Pennsylvania.

(f) Board Meetings. The Board shall meet monthly or at such times as the Board determines to be appropriate. Special meetings of the Board may be called at the request of members of two or more Participating Municipalities and/or by the Compost Processing Program Manager, defined below.

(g) Quorum. A quorum shall consist of a majority of the members of the Board.

(h) Annual Report. The Board shall submit an annual report of its activities to the Participating Municipalities not later than March 15th of each year for the previous year. The report shall include, but not necessarily be limited to, the following:

(i) Year-end Income and Expense Report for all accounts.

(ii) Statement of assets and liabilities.

(iii) Statement of in-kind contributions received from each Participating Municipality.

(iv) Listing of capital projects completed or in progress.

(v) General review of programming.

4. DAY TO DAY OPERATION OF THE COMPOST PROCESSING PROGRAM

(a) Day to day operation of the Compost Processing Program shall be the responsibility of the Lead Municipality. The Lead Municipality shall carry out the stated purposes of the Board, employ personnel to appropriately staff operations at the Compost Processing Facility and maintain all Program equipment and the Facility.

(b) All persons employed in the operation of the Compost Processing Program shall be employees of the Lead Municipality.

(c) The Lead Municipality shall designate one of its employees as the "Compost Processing Program Manager", who shall have the following responsibilities:

(i) Oversight of the day to day operations at the Compost Processing Program facilities, including personnel;

(ii) Provide such information as requested by the Board concerning Program operations;

(iii) Assist the Board in budget preparation and other management decisions within the scope of the Board's authority;

(iv) Attend all meetings of the Board; and

(v) Carry out other tasks as determined by the Board, with the consent of the Lead Municipality.

5. FINANCIAL

(a) Fiscal Year. The fiscal year shall be the calendar year.

(b) Municipal Contributions for Operating Costs. The Participating Municipalities shall contribute to the overall annual operating costs (as opposed to the costs of capital items such as equipment) of the Compost Processing Program, net of expected revenues, in accordance with the following formula, which is based on the relative populations of the Participating Municipalities, (as determined by the 2010 United States Census):

(i) Middle Smithfield:	47%
(ii) Smithfield:	22%
(iii) Lehman:	31%.

The Lead Municipality, however, shall receive a credit for expenses incurred in its day-to-day operation of the Program. The Participating Municipalities shall pay an estimated amount towards the costs based on the approved budget. Participating Municipalities, however, remain responsible for actual costs incurred, and shall be assessed for actual costs in excess of budget at such times as the Board shall determine, but in any event, no later than three (3) months after actual costs exceed budget amounts.

(c) Municipal Contributions for Capital Costs. Costs of capital items for the Program, such as equipment (as opposed to operational costs) shall be paid by either (i) grant monies received for such items or (ii) in accordance with Section 7, Non-Grant Asset Purchases, of this Agreement. The Participating Municipalities are not required to contribute to the costs of

capital items except as may be agreed to in accordance with Section 7, Non-Grant Asset Purchases, of this Agreement.

(d) Budget Submission. Each year the Board shall prepare and approve by majority vote a proposed annual budget. The budget shall be submitted to the Participating Municipalities for consideration and approval no later than October 1st of the year immediately preceding the fiscal year for which the budget is proposed. By November 15th, each Participating Municipality shall provide written notice to the Board and all other parties of its approval or disapproval of the proposed budget. Notice of the disapproval shall state with particularity the reasons for disapproval and identify the line items and other portions of the budget with which the Municipality disagrees. A Participating Municipality that fails to give written notice of disapproval by November 15th shall be deemed to have approved the proposed budget.

If one or more of the Participating Municipalities votes to disapprove the budget, two-thirds of the Participating Municipalities must approve the entire budget and provide the Board of written notification of their approval. If only one-third of the Participating Municipalities approves the budget, then parties shall meet to negotiate a budget. If approvals are not reached by December 31st, the budget shall be deemed to be an amount equal to the prior year's budget plus 3% increases.

(e) Payment Schedule. Each municipality shall make three (3) equal payments of their amount due. Payments shall be due on March 31st, July 31st, and November 30th of each year. Payments not made within thirty (30) days of the scheduled due date will be charged a late fee of an additional 1.5% per month.

(f) Initial Contributions. Prior to the commencement of operations at the Compost Processing Facility or the first organizational meeting of the Compost Processing Board, which ever shall occur first, the Board of Supervisors of each of the Participating Municipalities shall approve by resolution an agreed upon schedule itemizing the initial monetary or in-kind contributions each Participating Municipality is to make, or has made, to the Program. Any Participating Municipality, upon 30 days advance written notice to the other Participating Municipalities, may suspend its participation in the Program and any associated future financial obligations to the other Participating Municipalities, until such time as the Participating Municipalities have approved the schedule of initial contributions.

(g) Receipt of Funds. The Board may apply for, secure, acquire, receive, administer and dispense funds from municipal, state, federal, private or other sources.

(h) Fees. The Board may charge reasonable fees for the use of Compost Processing facilities, and the sale of ground materials. Such fees shall be accounted for in the operation of Board business.

(i) Contracts. The Chair or the Vice-Chair of the Board is authorized to sign all contracts on behalf of the Board.

(j) Audit. All financial accounting records of the Board shall be audited by an independent auditor at the close of each fiscal year. A copy of the audit report shall be provided to the Participating Municipalities.

(k) Debt. The Board shall not borrow funds without the unanimous consent of the Participating Municipalities.

6. GRANTS.

Each Participating Municipality shall take every reasonable step to obtain from federal, state and other agencies such grants and aid as may be from time to time available. If grants may be obtained for the purchase of processing equipment for dedicated use at the Compost Processing Facility, the Oak Grove Multi-Municipal Compost Processing Board shall coordinate the application and shall take title to any such equipment.

7. NON-GRANT ASSET PURCHASES.

Each Participating Municipality acknowledges and agrees that if grants are not obtained for the purchase of processing equipment for dedicated use at the Compost Processing Facility, the Participating Municipalities will issue an addendum to this agreement that outlines the specific financial terms and conditions of the purchase. Once executed, the addendum will be made part of this agreement and shall be subject to the same conditions of Program assets as outlined herein.

8. INSURANCE AND IMMUNITY

(a) Insurance, Waiver of Claims. The Participating Municipalities shall maintain adequate liability insurance against claims arising out of Program activities, including those of the Board. In the event of a dispute between the

Participating Municipalities as to the appropriate level of insurance, the level shall be determined by a consultant engaged by the Board. The Board and the Participating Municipalities shall be named as named insured on all liability insurance policies. Each Participating Municipality hereby waives any and all claims and causes of action against the Board and all other parties to this Agreement that may arise out of the activities of the Board. The Board and the Participating Municipalities shall cause any insurance policy providing liability coverage against claims arising out of their activities to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right of subrogation against each party to this Agreement as to any and all causes of action or claims that may arise out of the activities hereunder.

(b) Immunity. The services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liability enjoyed by each Participating Municipality shall extend to its participation in services outside its boundaries. Similarly, as a matter reciprocal to the responsibilities, duties, authority and jurisdiction delegated under this Agreement, the Board and its officers shall have the same immunities from liability, the same limitations on damages, and the same rights, protections, and benefits as the Participating Municipalities have under all applicable law.

(c) Proportional Liability. For purposes of liability in actions arising out of program operation, all participating parties shall be proportionately liable for actions against any municipality for program operations lawfully provided. The proportion of liability shall be the same as provided in Subsection 5(b), Municipal Contributions for Operating Costs, of this Agreement. This provision does not and should not be construed as expanding the liability of the Board or the Participating Municipalities. All immunities, limitations on liability and damages, protections, and defenses under the law of the United States and of the Commonwealth of Pennsylvania shall apply and are expressly preserved.

9. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of ten (10) year commencing with the Effective Date hereof. This Agreement shall be automatically renewed for an additional term of two (2) years at the conclusion of the initial term and each renewal term thereafter unless, at least ninety (90) days prior

to the beginning of the renewal term, the Municipality which does not desire to renew the Agreement gives written notice of such refusal to renew the Agreement to the Township in writing.

10. PARTICIPATION OF OTHER MUNICIPALITIES.

Additional Municipalities may become a party to this Agreement only upon an addendum executed by all of the then Participating Municipalities. Any joining Municipality will be expected to make an initial contribution so as to compensate the prior Participating Municipalities for their prior contributions.

11. WITHDRAWAL.

(a) Any municipality desiring to withdraw from the Program has to provide written notice of its intent to do so to the Board and all other municipalities at least one (1) year prior to the effective date of such withdrawal. A municipality may only withdraw as of the end of a calendar year. In the event of early withdraw (ie, before the end of the term of this Agreement), the withdrawing party shall forfeit any interest in the assets of the Program. In addition, any insurance and indemnification obligation shall survive withdraw for any liability which accrues prior to the date of permitted withdrawal.

(b) Any municipality desiring to withdraw acknowledges that any funds expended to the point of separation that have been expended for the purposes of matching grant funds and or operation costs are not refundable.

12. TERMINATION.

Upon termination of the Agreement, the then remaining parties to the Agreement shall decide how to divide Program assets including equipment, after providing for a reasonable reserve for Program expenses. In the event the disposition of property cannot be agreed upon, the remaining parties shall proceed as follows (and in this order of precedence):

(i) First, the remaining parties shall first make the necessary arrangements to pay all expenses, and create any necessary reserve for future expected expenses;

(ii) Second, in the event that there has been a non-grant asset purchase pursuant to Section 7 of this

Agreement, such asset shall be distributed to the remaining parties in accordance with the addendum prepared at the time of the purchase of the asset;

(iii) Third, if there are any remaining assets, they shall be liquidated, and the proceeds distributed to the remaining parties. The remaining parties shall first receive back their initial contributions under Subsection 5(f), Initial Contributions, of this Agreement, to the extent funds are available, and if there are any remaining funds thereafter, they shall be distributed to the remaining parties in proportion with their contribution obligations for operational expenses as provided in Subsection 5(b), Municipal Contributions for Operating Costs, of this Agreement.

Notwithstanding the foregoing paragraph of this Section 12, in the event any asset is purchased with a State or Federal grant, disposition of such asset shall be done in accordance with any requirements of the applicable State or Federal grant.

13. AMENDMENT.

This Agreement may be amended only by written instrument signed by Participating Municipalities.

14. INTERPRETATION.

This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

15. SEVERABILITY.

The provisions of this Agreement are severable, and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Agreement. It is hereby declared to be the intent of the governing bodies of each Participating Municipality that this Agreement would have been entered into if such illegal, invalid or unconstitutional section, sentence, clause, part or provisions had not been included herein.

16. ENACTMENT OF ORDINANCE.

The governing body of each Municipality agrees to enact an ordinance within ninety (90) days from the date hereof pursuant to and in accordance with the Pennsylvania Intergovernmental

Cooperation Act for the purpose of authorizing and effectuating this Agreement.

17. CONSTRUCTION.

When the tense so requires, word of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, and vice versa.

18. COUNTERPARTS.

This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one in the same instrument.

19. FURTHER ACTIONS.

The Participating Municipalities agree to take all action necessary to carry out the provisions of this Agreement.

20. EFFECTIVE DATE.

This Agreement shall only be effective upon the last Participating Municipality to adopt an Ordinance authorizing the agreement. The effective date (the "Effective Date") of this Agreement shall be the date of enactment of such last authorizing Ordinance.

21. JOINT MUNICIPAL AUTHORITY.

The Participating Municipalities agree that in the future they may incorporate a joint municipal authority to operate the Compost Processing Program. The relationship between the parties would remain the same except the Compost Processing Board would be replaced by the municipal authority. All responsibilities of the Compost Processing Board would be transferred to the municipal authority. The composition of the board of the municipal authority shall be determined in the same manner as the Compost Processing Board. The terms of the board members of the municipal authority, and their appointment and removal, shall be modified so as to be consistent with the Pennsylvania Municipalities Authorities Act.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have hereunder
set their hands and seals the day and year first written above.

Attest

Michelle Y. Clewell

TOWNSHIP OF MIDDLE SMITHFIELD

By: Michael J. Ry

(Vice) Chair

Board of Supervisors

Attest

Bryan E. Bennett

TOWNSHIP OF SMITHFIELD

By: Bryan E. Bennett

(Vice) Chair

Board of Supervisors

Attest

Michelle Y. Clewell

TOWNSHIP OF LEHMAN

By: John P. Surich

(Vice) Chair

Board of Supervisors