

# Pike County Municipal Waste Management Plan 2020-2029

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Pike County Commissioners



## FINAL PLAN

February 2020



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# MATERIAL DEFINITIONS & ABBREVIATIONS

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## MATERIAL DEFINITIONS

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

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

# MATERIAL DEFINITIONS & ABBREVIATIONS

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asphaltic substances, bricks, block, and unsegregated concrete. The term does not include the following if they are separate from other waste and are used as clean fill: (i) Uncontaminated soil, rock, stone, gravel, brick and block, concrete and used asphalt, (ii) Waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

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

## ABBREVIATIONS

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

## MATERIAL DEFINITIONS & ABBREVIATIONS

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

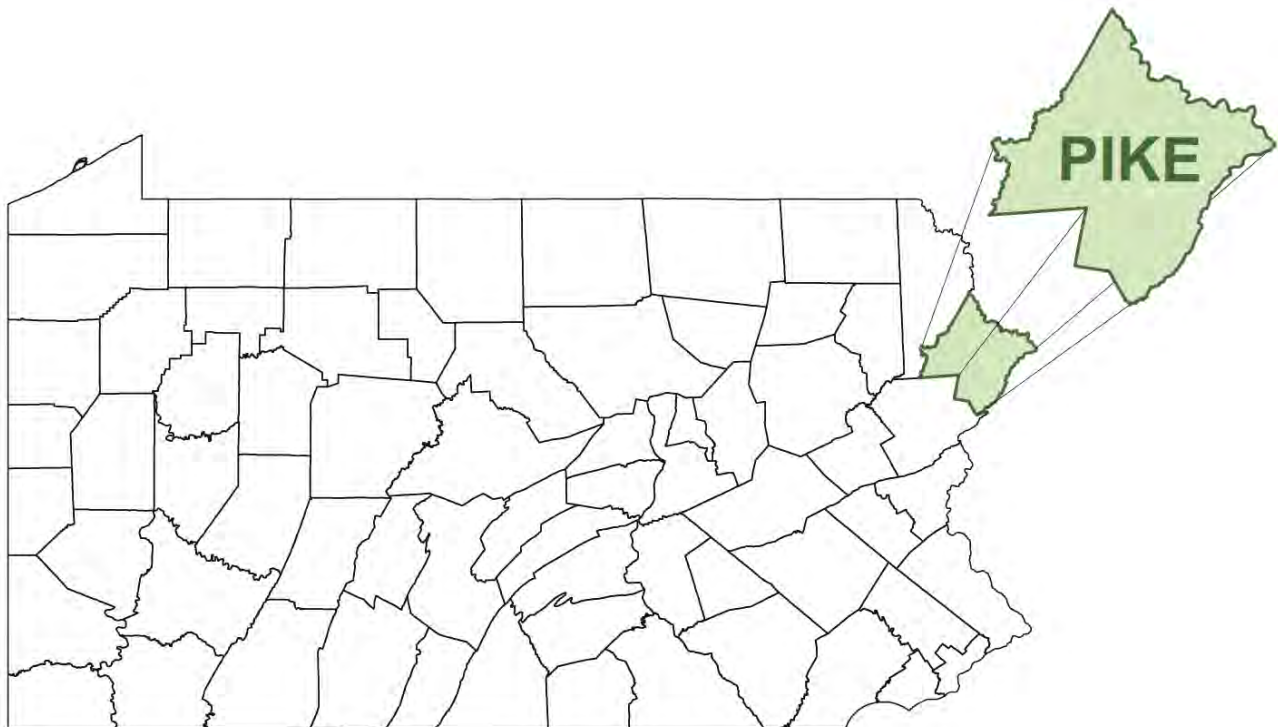
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# CHAPTER 1 – INTRODUCTION

## 1.1 BACKGROUND

Pike County is a rural county located in northeastern Pennsylvania (**Figure 1-1**). Pike County’s high-quality natural resources are valuable assets, both locally and regionally. The majority of the County landscape is undisturbed contiguous forestland and high quality or exceptional value watersheds. Environmental resources are vital to the County’s economy and encourage tourism and recreation within the County. The rural characteristics of the County, including low residential and commercial density, can, directly and indirectly, increase the adverse impacts relating to proper municipal waste management. Limited access to cost-effective waste and recycling services for residents and businesses increases improper management of municipal waste.

**Figure 1-1 Pike County Location**



Map Source: Pike County Office of Community Planning

## 1.2 PLAN PURPOSE AND FUNCTION

This Plan is a guidance document that establishes Pike County’s waste management goals and objectives, including strategies and programs to implement responsible municipal waste management and recovery of recyclable materials. This Plan and appended implementing documents are a basis for addressing County municipal waste challenges and encouraging responsible waste management practices by waste generators, waste handlers, the County and its municipalities. Municipalities (townships and boroughs) retain the right to implement individual or multi-municipal waste and recycling programs, including the delivery of waste and recyclables to processors. Proper municipal waste management is a public good and service considering the local environmental and economic harms that result from improper disposal. Therefore, aligning municipal solid waste management goals, initiatives, services, and education throughout the County can substantially improve the performance of the County waste system. This Plan encourages efficient materials management with the aim to minimize adverse impacts, preserve natural resources, and to enhance the quality of life.

# CHAPTER 1 – INTRODUCTION

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## 1.3 PLAN REQUIREMENTS

County Municipal Waste Management Plans are required to be developed on a 10-year cycle and submitted to the Pennsylvania Department of Environmental Protection (PADEP) for review and approval. This Plan updates the 2009 Pike County Municipal Waste Management Plan (Plan) and covers the planning period 2020 – 2029. The County Municipal Waste Management Ordinance No.29\_2019 (**Appendix A**) was updated in 2019 and defined County municipal waste responsibilities in accordance with Act 101 of 1998 and under this Plan.

This Plan update is a **non-substantial revision** by PADEP determination. A non-substantial plan revision is a standard revision required under Act 101 and PA Code, Chapter 25, addressing a new 10-year planning period. Non-substantial Plan updates include waste and recycling program descriptions, waste generation and recycling data, waste projections and estimated disposal capacity requirements, and execution of contracts for municipal waste disposal capacity covering the 10-year planning period. A non-substantial plan revision shall be deemed approved within 30 days of receipt by PADEP unless PADEP responds in writing. Public participation includes the formation of a Solid Waste Advisory Committee (SWAC) and SWAC meetings.

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

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

The County will continue its efforts to implement its Plan to support responsible municipal waste management practices and to encourage diversion toward the 35 percent State goal to the extent feasible.

## 1.4 INTEGRATED SOLID WASTE MANAGEMENT

Under Pennsylvania requirements and as described in this Plan, the County is obligated to implement its Plan in support of an effective County solid waste system. The County’s “integrated waste management system” functions at a regional scale and relies on in-county and out-of-county collectors and processors. The waste system is influenced by the activities of waste generators, collectors, processors and stakeholders. Municipal waste is managed primarily through landfill disposal and recyclables processing, with some organics being diverted to compost facilities or grinding operations. Essential operations include collection, transportation and processing/disposal as described below:

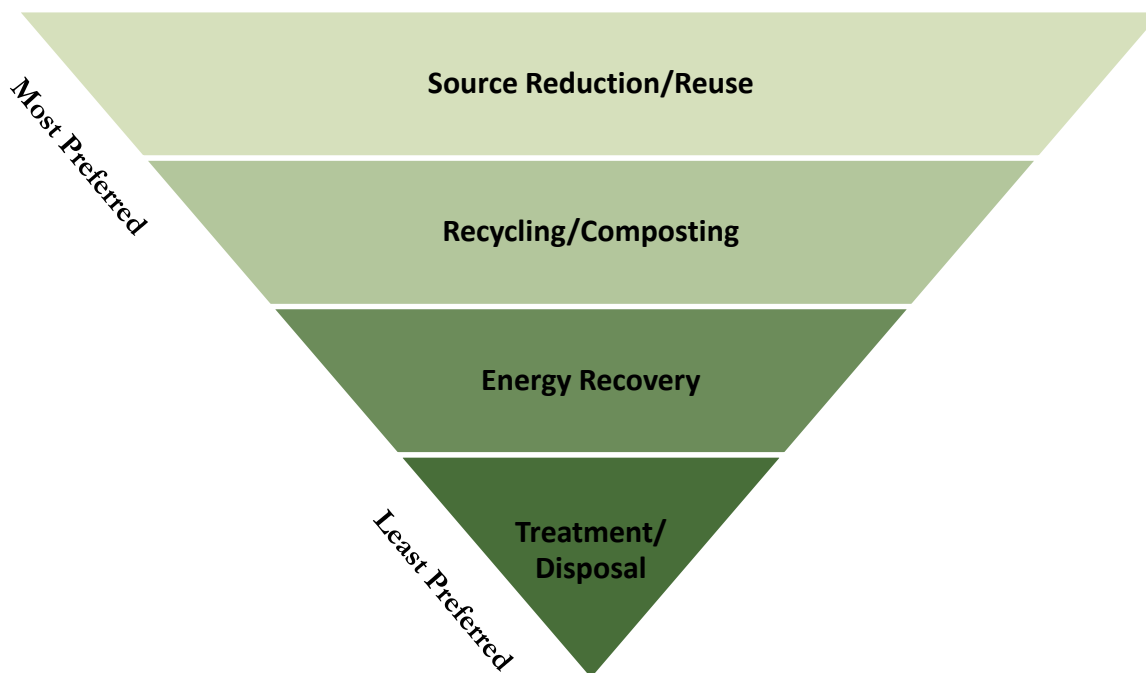
- **Collection.** The private and the public sector performs the collection of municipal waste and recyclables. The County, municipalities and private sector waste collectors determine collection methods and containers used at the collection point. County and municipal ordinances, along with

Act 101 of 1988 and other solid waste regulations and market conditions influence municipal waste collection and service levels.

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

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

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



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

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

# CHAPTER 1 – INTRODUCTION

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- **Recycling/Composting** – Recovering materials and then processing or converting materials, eventually to new or different products.
- **Avoided Cost** – Source reduction, recycling, and composting avoid certain costs associated with solid waste collection, transportation, and disposal at landfills. In addition to avoided landfill tip fees, the diversion of valued recoverable materials for recyclables, including the recovery of special materials like appliances, tires, and electronics, reduces costs that can be incurred to clean up these materials after they’ve been improperly discarded (i.e., roadside litter and illegal dumping).
- **Energy Recovery** – Some County non-recyclables may be converted into useable heat, electricity, or fuel after delivery to waste-to-energy facilities or landfills. Energy recovery processes may include combustion, gasification, pyrolysis, anaerobic digestion, and landfill gas (LFG) recovery.

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

## 1.5 PLANNING GOALS

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

1. Advance socially, economically, and environmentally responsible materials management;
2. Preserve natural resources;
3. Protect natural lands and features; and
4. Promote the health, safety, and welfare of County citizens and businesses.
5. As feasible, improve access to waste diversion programs, including reuse and recycling programs for special items that may include electronics, household hazardous waste, white goods/appliances, tires and other special items and recyclable materials.

This Plan identifies the challenges, opportunities, and strategies for solid waste management and provides a roadmap for integrated waste management over the next ten (10) years.

## CHAPTER 2 – DESCRIPTION OF WASTE

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### 2.1 INTRODUCTION

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

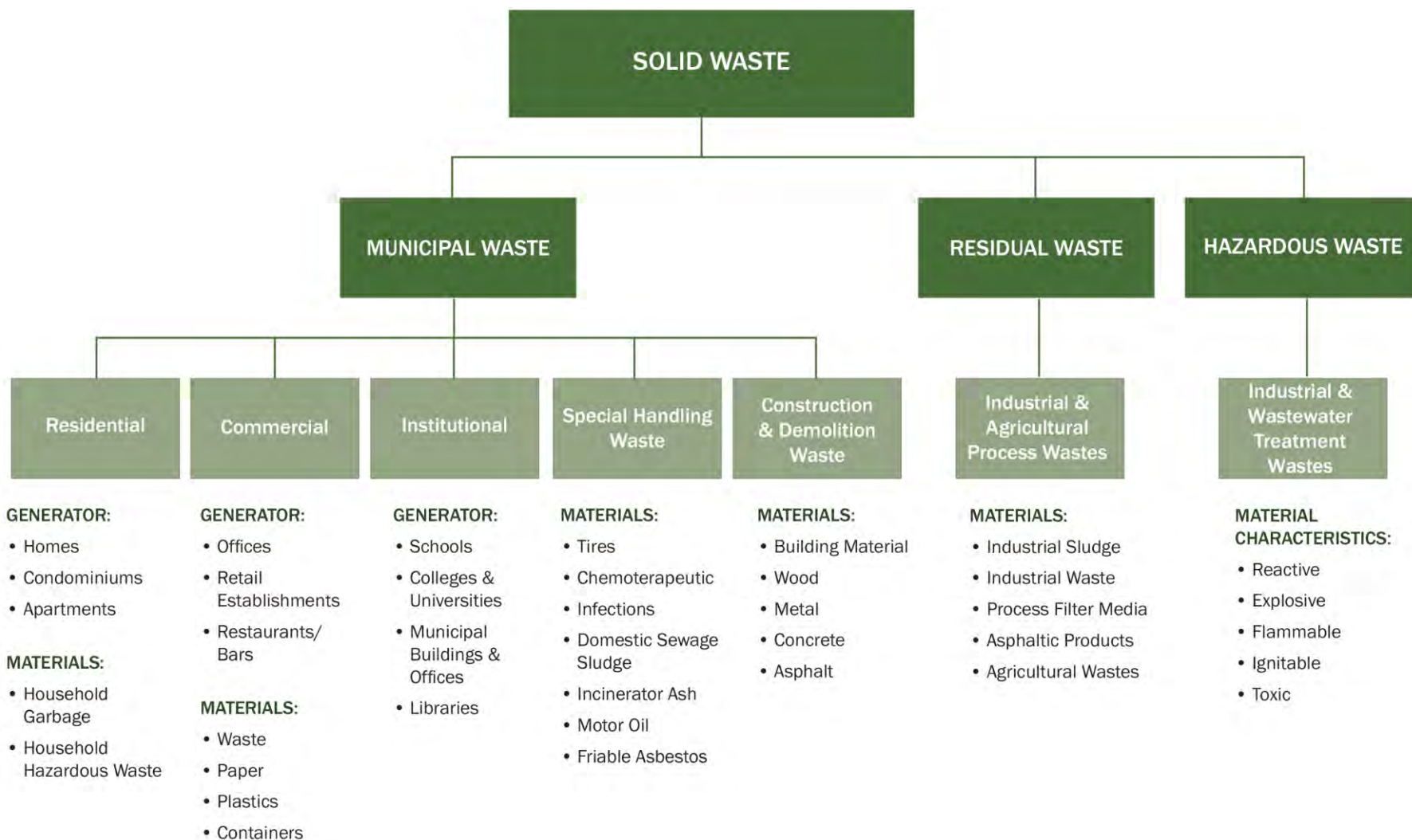
County demographics influence waste generation, waste composition, and overall performance and requirements of County waste systems. **Figure 2-2** summarizes Pike County demographic information, including the number of residential, commercial and industrial establishments, population trends, and supplemental demographic information. Generally, no significant residential or commercial growth or activity has significantly impacted waste generation or characteristics for Pike County in recent years. The average annual quantities (tons) from 2014-2018 presented in this Chapter represent the preliminary basis for projecting the annual tons of municipal waste requiring management and “disposal capacity” over the 10-year planning period (2020-2029). MSW projections in Chapter 4 are calculated by applying the 2015 EPA per capita generation rates to the County’s population which was projected to be constant for the ten (10) years.

### 2.2 MUNICIPAL SOLID WASTE (MSW)

“Municipal solid waste (MSW)” is a term commonly used in reference to routinely generated non-hazardous garbage and includes source-separated recyclables originating from households, businesses, institutions, and industries. MSW generation often correlates to population density, commercial density and waste generation activities – concentrations of people and businesses and certain types of industrial activities increase total MSW generation. **Figure 2-3** illustrates the residential population density for Pike County. Eastern portions of Pike County have higher population density and are expected to generate greater quantities of municipal waste than less densely populated municipalities to the north and west. More densely populated areas and areas with businesses can be more effective for waste diversion and recycling programs.

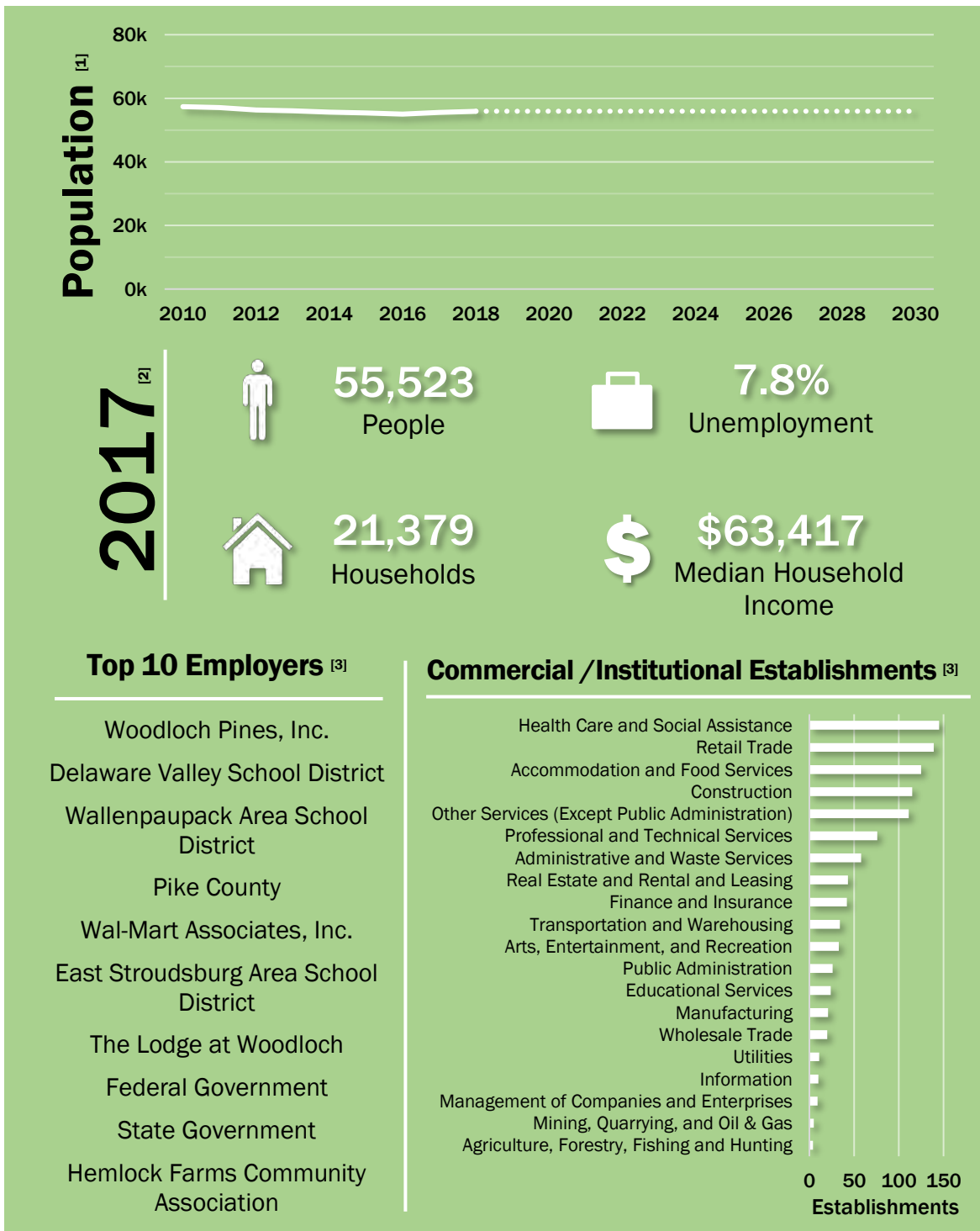
# CHAPTER 2 – DESCRIPTION OF WASTE

Figure 2-1 Waste Categories



# CHAPTER 2 – DESCRIPTION OF WASTE

Figure 2-2 Pike County Demographic Profile



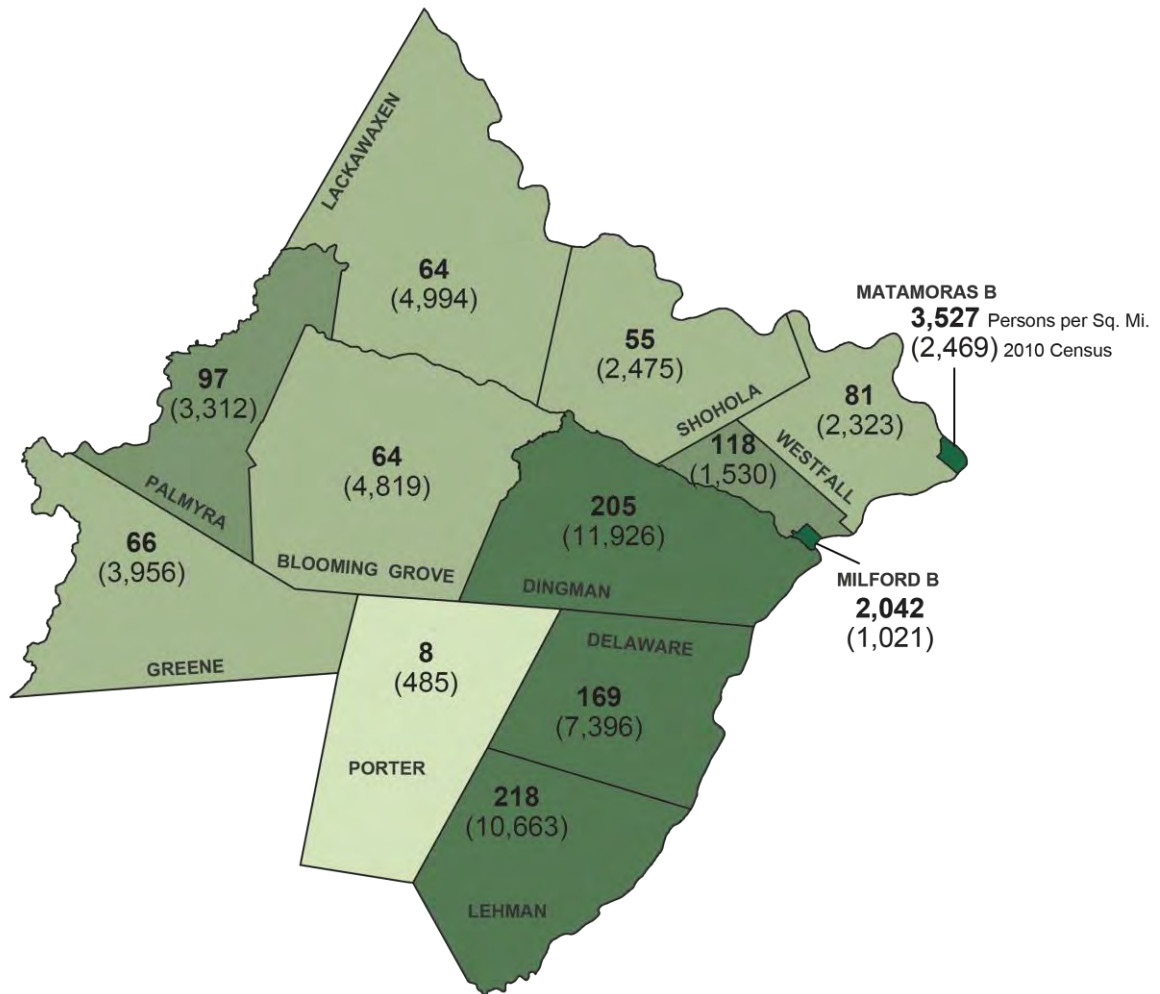
[1] Source: U.S. Census Bureau, Population Division (2018). *Annual Estimates of Resident Population: April 1, 2010 to July 1, 2018*. 2018 population estimate applied as a flat projection for years 2019 - 2030.

[2] Source: U.S. Census Bureau (2017). *2013-2017 American Community Survey 5-Year Estimates*.

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

## CHAPTER 2 – DESCRIPTION OF WASTE

Figure 2-3 Pike County Population Density



Source: Pike County Office of Community Planning. Numbers in (parenthesis) are U.S. Census Population Data (2010). Numbers in **bold** represent persons per square mile.

After generation, MSW is either disposed or separated for diversion to recycling. **Table 2-1** displays the per capita MSW generation rates that are calculated using Pennsylvania Waste Destination reports and the recycled quantities reported by Pike County. **Table 2-1** reveals that the reported MSW generation rate is very similar to the national average. However, rural areas like Pike County usually have lower MSW generation rates than the national average. Pike County's reported MSW generation rates do not appear to correlate well to Pike County with consideration of demographic and socioeconomic factors, and inaccurate reporting by landfills may be a factor. Therefore, waste projections in this Plan are based on the published national average MSW generation rates, not the reported quantities of disposed municipal waste.

## CHAPTER 2 – DESCRIPTION OF WASTE

**Table 2-1 Pike County MSW Generation per Capita, 2014-2018**

	2014	2015	2016	2017	2018	Average	U.S. Average
Landfilled MSW <sup>[1]</sup>	39,675	35,784	33,733	29,244	38,098	35,307	N/A
Recycled MSW	9,741 <sup>[3]</sup>	9,687 <sup>[2]</sup>	9,630 <sup>[3]</sup>	9,717 <sup>[3]</sup>	9,789 <sup>[3]</sup>	9,713	N/A
<b>Total MSW</b>	<b>49,416</b>	<b>45,471</b>	<b>43,363</b>	<b>38,961</b>	<b>47,887</b>	<b>45,020</b>	<b>N/A</b>
Population <sup>[4]</sup>	55,659	55,350	55,024	55,523	55,933	N/A	N/A
Tons Per Capita	0.89	0.82	0.79	0.70	0.86	0.81	0.82 <sup>[5]</sup>

N/A is not applicable.

[1] Source: PA DEP Waste Destination Reports.

[2] Source: Pike County Annual Recycling Report. Year 2015 recycling data designated by PADEP as the most reliable data set and used as a basis for estimating recycling figures.

[3] Estimated by applying 2015 recycled tons per capita to the respective year's population. PADEP designated the 2015 data set for reported recyclables quantities as the most reliable data set.

[4] Source: U.S. Census Bureau

[5] Source: U.S. EPA per capita generation rate, Advancing Sustainable Materials Management, 2018.

### 2.3 MUNICIPAL WASTE QUANTITIES

This section presents historical waste quantities derived from PADEP Waste Destination Reports. Licensed waste haulers are required to report the origin and type of waste upon arrival, and weigh-in, at permitted Pennsylvania municipal waste disposal or processing facilities. PADEP Waste Destination Reports compile reported disposal quantities (in tons) for each permitted facility. **Table 2-2** supporting text explains the reported quantities of waste disposed for Pike County, including the reported quantities of source-separated recyclable materials.

**Table 2-2 Reported Municipal Waste and Recyclables, 2014-2018 (Tons)**

	2014	2015	2016	2017	2018	Average
Landfilled MSW <sup>[1]</sup>	39,675	35,784	33,733	29,244	38,098	35,307
C/D Waste <sup>[1]</sup>	351	1,222	1,094	1,163	492	865
Special Handling Wastes:	1,430	1,369	1,380	1,390	1,294	1,372
Sewage Sludge <sup>[1]</sup>	621	848	294	2,888	2,354	1,401
Asbestos <sup>[1]</sup>	3	0	10	0	12	5
Processed Medical Waste <sup>[1]</sup>	0	0	0	0	0	0
Ash Residue <sup>[1]</sup>	0	0	0	0	0	0
<b>Total Municipal Waste Disposed</b>	<b>40,650</b>	<b>37,854</b>	<b>35,131</b>	<b>33,295</b>	<b>40,957</b>	<b>37,578</b>
Residual Waste Disposed <sup>[1]</sup>	0	994	265	239	91	318
<b>Total Municipal &amp; Residual Waste Disposed</b>	<b>40,650</b>	<b>38,848</b>	<b>35,396</b>	<b>33,534</b>	<b>41,048</b>	<b>37,895</b>
Source Separated Recyclables	9,741 <sup>[3]</sup>	9,687 <sup>[2]</sup>	9,630 <sup>[3]</sup>	9,717 <sup>[3]</sup>	9,789 <sup>[3]</sup>	9,713 <sup>[3]</sup>

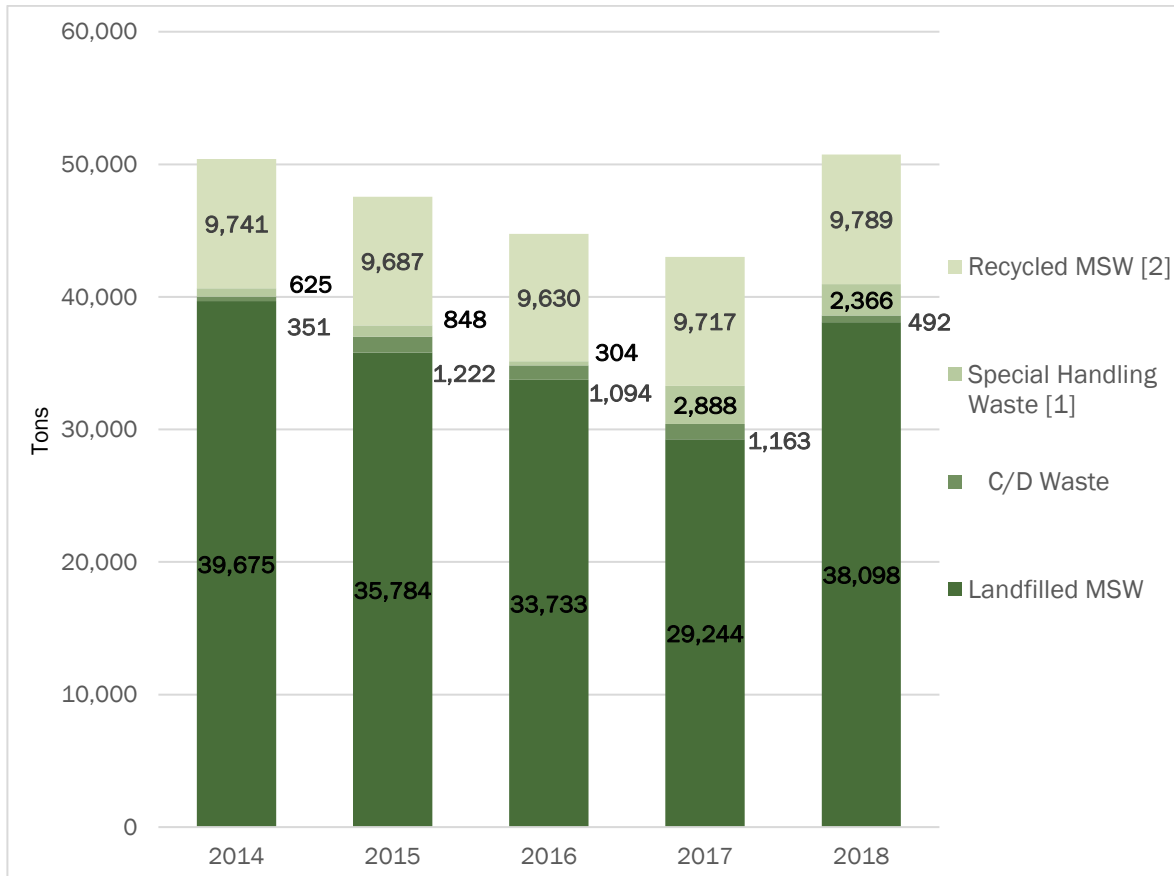
[1] PADEP County Waste Destination Reports.

[2] Source: Pike County Annual Recycling Report. Year 2015 recycling data designated by PADEP as the most reliable data set and used as a basis for estimating recycling figures.

[3] Estimated by applying 2015 recycled tons per capita to the respective year's population. PADEP designated the 2015 data set for reported recyclables quantities as the most reliable data set.

## CHAPTER 2 – DESCRIPTION OF WASTE

Figure 2-4 Historical Pike County Municipal Waste and Recyclables Generation (Tons)



[1] Special Handling Waste includes sewage sludge, asbestos, processed medical waste, and resource recovery facility ash residue. Only sewage sludge and asbestos have reported quantities for Pike County.

[2] 2015 recycling data, in conjunction with population estimates, were used to develop annual recycling estimates.

### 2.4 CONSTRUCTION/DEMOLITION (C/D) WASTE

C/D includes solid waste resulting from the construction or demolition of buildings and structures. C/D generation and disposed quantities fluctuate significantly year to year based on construction and demolition activity. Based on reported C/D waste quantities for 2014 through 2018, Pike County disposes an average of approximately 860 tons of C/D per year. **Figure 2-4** depicts that disposed C/D comprises only a small share of total reported Pike County municipal waste.

The improper management of C/D material contributes to illegal dumping and roadside litter in Pike County. A portion of contractors, residents, and visitors illegally discard C/D on residential and commercial properties and State-owned lands and forests.

### 2.5 SEWAGE SLUDGE

Sewage sludge is the solid, semi-solid, or liquid material remaining after processing wastewater in a treatment plant. Septage is the liquid collected from septic tanks on on-lot wastewater treatment systems. Sewage sludge and septage are subject to municipal waste planning requirements. Sewage sludge (including septage) is classified as a special handling waste.

On-lot septic systems are the standard wastewater collection method in rural areas without sewer conveyance infrastructure to wastewater treatment plants. Some more densely populated areas of

## CHAPTER 2 – DESCRIPTION OF WASTE

Pike County are served by municipal wastewater collection and treatment systems. Trailer parks, senior care facilities, commercial and industrial facilities may pre-treat wastewater on-site to remove pollutants, and to separate liquid and solid fractions for transportation and final disposal. As shown in **Table 2-2**, Pike County disposes an average of 1,400 tons per year of dewatered sewage sludge, commonly referred to as “cake,” at permitted Pennsylvania municipal waste landfills between 2014 and 2018. Reported quantities of sewage sludge increased substantially starting in 2017. The average sewage sludge disposed quantities over the most recent two years will form the basis for projecting disposal quantities over the ten-year planning period.

Septage generated in on-lot systems and other septic tanks is pumped and hauled to municipal wastewater treatment plants for disposal or treatment. **Table 2-3** shows there are eight (8) registered septage haulers serving Pike County in 2018. No septage is reported to be land-applied as biosolids on agricultural lands. The Westfall Township Sewer Authority is the only publicly operated WWTP.

**Table 2-3 Registered Septage Haulers (2018)**

Company	Municipality of Registration	Average Annual Gallons	Land Application
A Better Service, Inc.	Lackawaxen Twp	75,000	No
A+ Septic Service	Dingman Twp	35,000	No
Afford A Potty	Shohola Twp	12,000	No
Larry W. Fenkner, Inc.	Palmyra Twp	750,000	No
M&S Sanitary Sewage Disposal, Inc.	Westfall Twp	4,565,000	No
Pike County Environmental, Inc.	Westfall Twp	100,000	No
Septic Medic	Delaware Twp	500,000	No
Trivelpiece Excavation	Blooming Grove Twp	500,000	No

Source: PADEP Registered Septage Hauler Report (February 2018)

### 2.6 ASBESTOS

Asbestos is a heat-resistant fibrous silicate mineral defined as special handling municipal waste. Annual quantities of disposed asbestos from Pike County vary from year to year. On average, five (5) tons of asbestos are disposed annually, with no Pike County generated and disposed asbestos reported at permitted disposal facilities in 2015 and 2017.

### 2.7 PROCESSED MEDICAL WASTE

Processed medical waste is defined as a special handling waste and includes regulated medical and chemotherapeutic wastes. Hospitals are the primary generators of medical wastes. Small quantities are generated from nursing homes, clinics, dental and medical offices. PADEP licenses and maintains records of medical waste transporters operating in Pennsylvania. Medical facilities individually arrange for handling, transportation, treatment and disposal and are regulated by state and federal laws. Milford Health & Wellness is a large medical facility located in eastern Pike County. Bon Secours Hospital in Port Jervis, New York and Wayne Memorial in Honesdale, Pennsylvania, serve the County. This Plan acknowledges the issue of unused medicines and pharmaceuticals that historically have been washed down sink and toilets and improperly disposed. In 2019, the Pike County District Attorney’s office initiated the first drug take-back box program in the Commonwealth of Pennsylvania. No processed medical waste from Pike County has been reported at permitted Pennsylvania municipal waste disposal facilities in the past five years.

## **CHAPTER 2 – DESCRIPTION OF WASTE**

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### **2.8 ASH RESIDUE**

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

### **2.9 RESIDUAL WASTE**

Residual waste is generated as a by-product of an industrial process. Act 101 requires that the county planning process consider the effects of residual waste disposal on available waste disposal capacity at facilities receiving county municipal waste. The average annual quantity of disposed residual waste reportedly originating in Pike County varied from none in 2014 to a high of nearly 1,000 tons in 2015. The annual average of reported residual waste disposed from 2014 to 2018 is approximately 300 tons.

## CHAPTER 3 – DESCRIPTION OF FACILITIES

This Chapter identifies the facilities currently responsible for processing and disposal, processing, and transfer of municipal waste generated in Pike County. There are no landfills or incinerators located within Pike County. The Beach Lake Transfer Station is located in Wayne County and serves as a consolidation facility for some County-generated municipal waste, including recyclables.

Pike County does not direct municipal waste to one or more processing facilities. The distribution of county-generated municipal waste to processors is market-driven, and primarily affected by the proximity to transfer stations and landfills that are located out-of-county. According to PADEP Waste Destination Reports (2016 - 2018), most County-generated municipal waste is disposed at the Alliance Sanitary Landfill, Keystone Sanitary Landfill, and Grand Central Sanitary Landfill. The amount disposed in each of these landfills varies significantly in any given year.

The primary processors for construction and demolition waste (C/D) is Alliance Sanitary Landfill, Keystone Sanitary Landfill, and Grand Central Sanitary Landfill. Dewatered sewage sludges and residual wastes are primarily processed at Keystone Sanitary Landfill. **Table 3-1** lists the primary disposal facilities handling County-generated municipal waste and residual waste.

**Table 3-1 Municipal Solid Waste Disposal Facilities**

<p><b>Alliance Landfill, Inc.</b> 398 South Keyser Avenue Taylor, PA 18517 Bucks County <i>Owner: Waste Management</i></p>	<p><b>Keystone Sanitary Landfill</b> 249 Dunham Drive Dunmore, PA 18512 Lackawanna County <i>Owner: Keystone Sanitary Landfill, Inc.</i></p>
<p><b>Grand Central Sanitary Landfill, Inc.</b> 1963 Pen Argyl Road Pen Argyl, PA 18072 Northampton County <i>Owner: Waste Management</i></p>	<p><b>Beach Lake Transfer Station</b> <sup>[1]</sup> Berlin Township, PA Wayne County <i>Owner: Waste Management</i></p>
<p><b>Commonwealth Environmental Systems (CES)</b> 99 Commonwealth Road Hegins, PA Schuylkill County <i>Owner: L&amp;D Management, Inc.</i></p>	

Note: Facilities accepting less than five tons of waste annually are not listed.

[1] Beach Lake Transfer Station is not a designated disposal facility but transfers waste to regional landfills.

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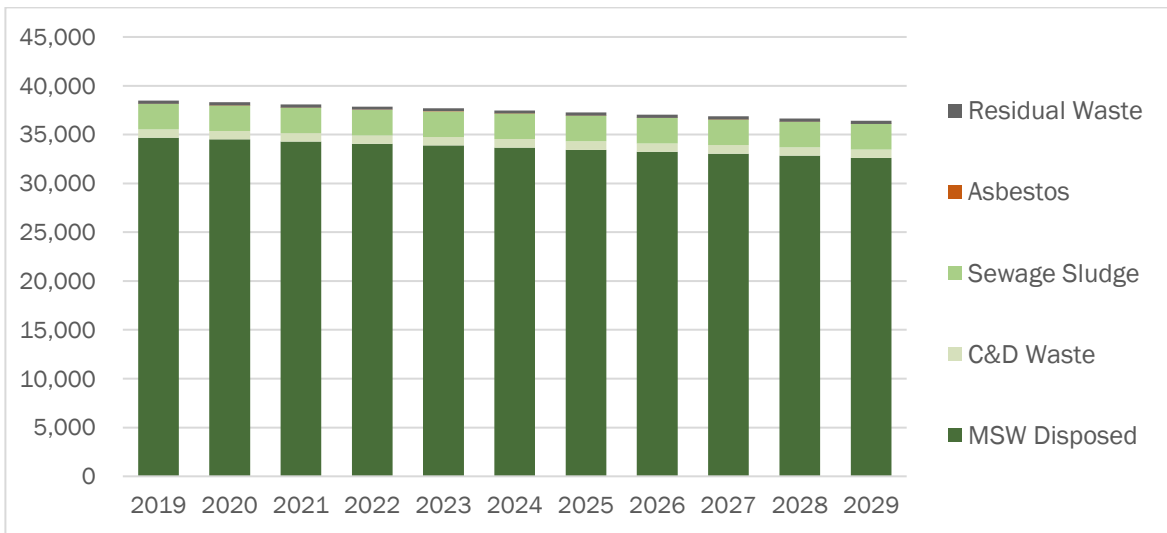
# CHAPTER 4 – ESTIMATED FUTURE DISPOSAL CAPACITY

This Chapter presents the estimated quantity of County municipal waste requiring disposal for the planning period (2020-2029) with consideration of diversion to recycling. Municipal waste and recycling projections are valuable to planning and management of the County municipal waste system, and confirming available disposal capacity is a required component of this Plan. The municipal waste projections were developed using U.S. EPA waste trend data, county recycling reports, PADEP waste destination reports, and U.S. Census population estimates.

The municipal solid waste (MSW) generation rate calculated using Pike County disposal quantities from PADEP Waste Destination reports and County-reported recyclables is slightly higher than expected for rural Pike County. The above-expected cost suggests that reported disposal rates may not be accurate. To develop a more representative MSW generation rate, the U.S. EPA time series of per capita generation rates, which represent national waste generation averages tracked since 1999, was used. For this Plan, a linear trendline was fit to the recently published generation rate estimates for 2000, 2005, 2010 and 2015. The points along the trendline are used as the MSW generation rates for planning Pike County’s disposal capacity needs. The projected MSW generation starts at **0.795 tons per year per capita** in 2019 and declines to **0.758 tons per year** by 2029.

**Figure 4-1** is a bar chart that illustrates the total projected MSW requiring disposal over the 10-year planning period (2020-2029) ranges between 32,000 and 35,000 tons annually and gradually decreases over the planning period. **Table 4-1** provides the corresponding details for the MSW projections, including population, per capita MSW generation rates, and the quantities of municipal and residual waste requiring disposal for the 10-year planning period. Projected recycled quantities are subtracted from projected MSW generation to calculate projected MSW requiring disposal from 2020-2029. Projections of construction/demolition, sewage sludge, and asbestos quantities requiring disposal are calculated by starting with the annual average quantity disposed in 2014-2018 (from **Table 2-1**) as the 2019 estimate and applying the percent change in population for each of the years 2020-2029. A projected constant population, combined with a projected slight decline in MSW generation rates, produces a decline in projected municipal waste disposal quantities.

**Figure 4-1 Pike County Projected Municipal Waste Requiring Disposal**



Note: Asbestos quantities average 5 tons or less annually. and are not shown on the bar chart.

# CHAPTER 4 - ESTIMATED FUTURE CAPACITY

Table 4-1 Pike County Projected Municipal Waste Requiring Disposal

Year	Municipal Waste (tons)											
	County Population <sup>[1]</sup>	Generation per Capita <sup>[2]</sup>	Municipal Solid Waste				Special Handling Waste			Municipal Waste Requiring Disposal	Residual Waste <sup>[6]</sup>	Total County Waste Requiring Disposal
			MSW Generated <sup>[3]</sup>	Recycled MSW <sup>[4]</sup>	Disposed MSW <sup>[5]</sup>	C/D <sup>[6]</sup>	Sewage Sludge <sup>[6]</sup>	Asbestos <sup>[6]</sup>				
2019	55,933	0.795	44,467	9,789	34,678	865	2,621	5	38,164	318	38,481	
2020	55,933	0.792	44,299	9,789	34,510	865	2,621	5	37,996	318	38,313	
2021	55,933	0.788	44,075	9,789	34,286	865	2,621	5	37,772	318	38,090	
2022	55,933	0.784	43,851	9,789	34,062	865	2,621	5	37,548	318	37,866	
2023	55,933	0.781	43,684	9,789	33,895	865	2,621	5	37,380	318	37,698	
2024	55,933	0.777	43,460	9,789	33,671	865	2,621	5	37,157	318	37,474	
2025	55,933	0.773	43,236	9,789	33,447	865	2,621	5	36,933	318	37,251	
2026	55,933	0.769	43,012	9,789	33,223	865	2,621	5	36,709	318	37,027	
2027	55,933	0.766	42,845	9,789	33,056	865	2,621	5	36,541	318	36,859	
2028	55,933	0.762	42,621	9,789	32,832	865	2,621	5	36,318	318	36,635	
2029	55,933	0.758	42,397	9,789	32,608	865	2,621	5	36,094	318	36,412	

[1] Source: U.S. Census. Annual Resident Estimates, 2018. Projected population in 2018 to continue through 2029.

[2] Trendline of EPA per capita MSW generation rates. The trendline was fit using EPA rates for 2000, 2005, 2010, and 2015.

Source: <https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/advancing-sustainable-materials-management>

[3] Projected Municipal Solid Waste Generation rate per capita multiplied by population.

[4] Estimated 2015 recycling per capita rate applied to the projected population.

[5] Projected MSW generation minus projected MSW Recycled.

[6] Average of the reported waste disposal over the period 2014 and 2018.

[7] Average of the reported waste disposal 2017 and 2018.

## CHAPTER 4 - ESTIMATED FUTURE CAPACITY

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Essential observations about the projected disposal capacity for Pike County include:

- **PADEP Waste Destination Reporting Inaccuracy:** Total municipal waste generation, as reported to PADEP, may not reflect actual generated quantities from Pike County. Disposed MSW reported to PADEP is slightly higher than generation rates expected in rural areas like Pike County.
- **Impact of Recycling on Disposal Capacity Requirements:** Recycling efforts in Pike County decrease annual landfill disposal requirements by approximately 9,000 to 10,000 tons per year based on reported quantities, and this can be increased by advancing recycling efforts. Residential, commercial, municipal, and institutional recycling programs reduce landfill-bound waste, thus reducing disposal costs (e.g., landfill tip fees).
- **Future Disposal Capacity Needs:** Pike County requires MSW disposal of 30,000 to 40,000 tons per year over the 10-year Planning period. Residual waste, C/D, sewage sludge, ash, and asbestos quantities are minimal and will not have an impact on the County's ability to meet MSW disposal requirements.
- **Potential for Variation in Disposal Capacity:** Unforeseen conditions including solid waste market fluctuations, national and regional economic trends and incidents, natural and manmade disasters, State legislation may impact actual waste generation rates. The accuracy of reporting by landfills and transfer stations may affect reported quantities.
- **County Generation Trends:** MSW generation rates are anticipated to remain similar over the 10-year planning period and fluctuate minimally with changes in population and commercial/industrial activity. Pike County's MSW projections are expected to follow the national trend of gradually decreasing per capita waste generation. With no anticipated change in population, it is expected that the decreasing per capita trend and the light-weighting of the waste stream will result in a minimal decrease in total tons generated annually over the next ten (10) years.

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## CHAPTER 5 – RECYCLING

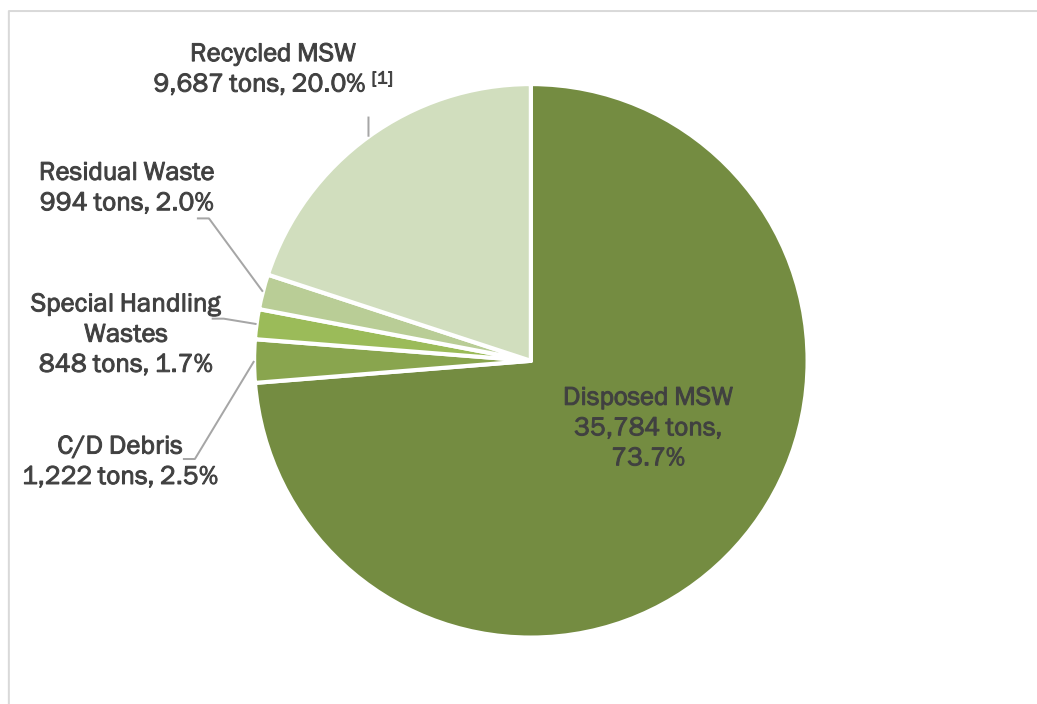
### 5.1 COUNTY SOLID WASTE SYSTEM OVERVIEW

This Chapter introduces Pike County’s existing waste management system and recycling programs, estimates recycling potential, and identifies measures to advance waste diversion toward Pennsylvania’s mandated 35 percent recycling goal.

Residential recycling in Pike County includes curbside collection service through residential subscription with private haulers and drop-off recycling programs offered by some Townships and Boroughs. Commercial recycling services are primarily arranged or contracted by local businesses and private waste haulers. No Township or Borough in Pike County directly provides residential or commercial curbside or dumpster collection service for recyclables, but a small number of municipalities collect leaves at the curbside. After collection, the majority of recyclables are taken out-of-County for processing. The Beach Lake Transfer station in Wayne County serves as a primary consolidation and transfer point for Pike County recyclables including single-stream materials collected from residential and commercial establishments.

**Figure 5-1** reflects the distribution of disposed municipal solid wastes (MSW), residual waste, special handling waste, and recycled MSW based on 2015 quantities<sup>1</sup>. The recycled MSW includes reported recyclable materials and organics diverted from disposal from residential, commercial, and institutional establishments. “Special handling wastes” are aggregated and include sewage sludge, processed medical waste, asbestos, and ash residue.

**Figure 5-1 Historical Waste Disposed and Recycled (2015)**



[1] Though 20.0% of the County’s aggregate waste is comprised of recycled MSW, this does not represent the County’s recycling rate. PADEP does not include residual or special handling wastes when calculating recycling rates.

<sup>1</sup> The 2015 data set for reported recyclables quantities was designated by PADEP as the most reliable data set.

# CHAPTER 5 - RECYCLING

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## 5.2 RECYCLING REQUIREMENTS

Act 101 of 1988 (Act 101) establishes requirements for residential and commercial recycling in the Commonwealth. The law delegates specific duties to counties and municipalities and includes provisions to protect the interests of private sector scrap and recycling operations. Act 101 emphasizes county responsibility to ensure that proper waste management policies and practices are developed and implemented and requires recycling data to be reported by the counties to PADEP. The County is required to develop and implement a Plan that demonstrates the County will strive to attain thirty-five (35) percent diversion to recycling.

Act 101 directs local municipalities (e.g., boroughs, townships, and cities) to implement waste reduction and diversion programs. Municipalities with populations of 10,000 or more, and those with 5,000 or more and a population density of greater than 300 people per square mile, are required to implement curbside recycling programs, including the regular collection of at least three (3) recyclable materials, plus leaf waste at least once in the spring and once in the fall. Dingman Township and Lehman Township are both above the Act 101 population threshold.

## 5.3 RECYCLING CHALLENGES

Recycling in rural Pike County is challenging when compared to more densely populated suburban and urban areas. Some of the challenges of implementing cost-effective and successful recycling programs in Pike County include:

- The collection of relatively limited quantities of valuable commodities at widely distributed locations across the County, combined with long transportation distances to recyclables processors increase recyclables transportation costs.
- High transportation costs are passed on to customers which results in high costs for curbside collection of recyclables and items requiring special handling that are often only collected on an as-needed basis. Discouraged by elevated curbside collection costs and the inconvenience of self-hauling materials to a recycling facility, many potentially recyclable materials are disposed illegally.
- The County has a small tax base and prioritizes the General Fund to focus support on critical social services to benefit local communities, residents, and businesses.
- The vast majority of Townships and Boroughs have no administrative or direct involvement in residential or commercial municipal waste management or recycling. Limited financial and staff resources and lack of prioritizing waste management are contributing factors.

Despite the economic barriers, the County and local municipalities play an active role in shaping and providing cost-effective and responsible materials management, particularly for the residential sector. Recycling activities as reported by local municipal representatives in Pike County include:

- Two (2) municipalities offer drop-off recycling,
- Two (2) schools within the County recycle, and
- Four (4) yard waste or leaf composting programs.

## 5.4 RECYCLING POTENTIAL

An estimated 50 percent of the County's municipal solid waste stream is comprised of materials that are considered recyclable and compostable. Many factors influence the types and quantities of material that can be feasibly and economically diverted from disposal or "captured" for recycling. Factors influencing waste diversion or recycling rates include:

- Level of involvement by local and county governments,

- Costs (e.g., fees, revenues, grant funding, etc.),
- Recyclables collection and hauling service levels,
- End-market/user conditions and access, and
- Implementing mechanisms (e.g., contracts, public collection, private collection, ordinances, regulations, etc.).

**Table 5-1** presents estimates of recyclables and non-recyclables in Pike County’s waste stream, which clarifies the total tons of potentially recyclable material. Using EPA waste generation rates and 2019 population data, an estimated 22,800 tons of recyclables and 22,600 tons of non-recyclable waste is generated annually. The reported annual recycling for 2015 was 9,687 tons which reflects a realistic recyclable capture rate for a rural county.

**Table 5-1 Recyclable Materials Available in Pike County Municipal Waste Stream (2015)**

Material	% of MSW <sup>[1]</sup>	Estimated Tons of Recyclables in MSW <sup>[2]</sup>
Glass (Clear and Colored)	4.4%	2,000
Aluminum Cans	0.5%	200
Steel and Bimetallic Cans	0.7%	300
Newsprint	2.6%	1,200
Office Paper	1.7%	800
Corrugated Paper	11.9%	5,400
Plastic (PET, HDPE only)	4.2%	1,900
Yard Waste	13.2%	6,000
Tires	2.2%	1,000
Appliances	2.6%	1,200
Wood	6.2%	2,800
Recyclables Totals	50.3%	22,800
Non-recyclables Totals	49.7%	22,600
<b>Grand Totals</b>	<b>100.0%</b>	<b>45,400</b>

[1] Source: U.S. EPA. Advancing Sustainable Materials Management: 2015 Tables and Figures Assessing Trends in Material Generation, Recycling, Composting, Combustion with Energy Recovery and Landfilling in the U.S. July 2018.

[2] Tons are rounded to the nearest hundred.

## 5.5 MUNICIPAL PROGRAMS

### 5.5.1 RESIDENTIAL REFUSE & RECYCLING

The majority of local municipalities have private subscription systems where residents are responsible for securing solid waste collection services. Matamoras Borough and Milford Borough collect refuse using their collection trucks. By meeting population thresholds established by Act 101 for mandatory recycling, Dingman and Lehman Townships are required to implement residential curbside recycling programs. Dingman Township requires residential establishments to secure curbside collection services, including recycling via contract with a private haulers. Some apartment complexes and private communities in Dingman Township secure garbage and recycling services at central locations via contract with private haulers. Lehman Township requires curbside recycling via ordinance. Some residential subscription customers secure curbside recycling services in addition to curbside trash service at an additional cost.

## CHAPTER 5 - RECYCLING

**Table 5-2** summarizes the waste collection and recycling services provided or offered by municipalities and private haulers within Pike County. Although curbside recycling is offered in the County by private haulers, many residents do not subscribe to curbside recycling services.

Dingman and Palmyra Townships provide drop-off recycling programs. The Palmyra drop-off program accepts traditional residential recyclables including single-stream materials. The Dingman drop-off program accepts consumer batteries and cellphones for recycling. **Table 5-2** also shows that ten (10) municipalities provide drop-off programs for special materials such as appliances, bulky items, tires, etc. **Table 5-3** presents the items accepted in each of the particular material drop-off programs.

**Table 5-2 Residential Waste Services Summary**

Municipality	Municipally Provided Services			Private Hauler Services <sup>[1]</sup>			
	Recycling Drop-off	Yard Waste Collection or Drop-off	Special Item Drop-off	Garbage Collection	Recycling Collection	Yard Waste Collection	Bulky Item Collection
Blooming Grove			✓	✓	✓		
Delaware		✓	✓	✓	✓		
Dingman	✓ <sup>[2]</sup>		✓	✓ <sup>[3]</sup>	✓ <sup>[3]</sup>	✓	
Greene			✓	✓	✓		
Lackawaxen			✓	✓	✓		✓
Lehman		✓	✓	✓	✓	✓	
Matamoras <sup>[4]</sup>		✓	✓	✓	✓		
Milford Borough <sup>[4]</sup>		✓		✓	✓		
Milford Township				✓	✓		
Palmyra	✓		✓	✓	✓		
Porter				✓	✓		
Shohola			✓	✓	✓		
Westfall		✓	✓	✓	✓		
<b>Percent of County Population</b>	<b>26.7%</b>	<b>41.6%</b>	<b>94.7%</b>	<b>100.0%</b>	<b>100%</b>	<b>39.3%</b>	<b>9.0%</b>

[1] Checkmarks under Private Hauler Services indicates the availability of the service in the respective municipality, and only a portion of residential customers secure these services with a hauler.

[3] Dingman Township's drop-off program only accepts scrap metal, tires, consumer batteries, and electronics.

[3] Via ordinance, Dingman Township requires residents to secure curbside trash and recyclables collection via contract with a private hauler.

[4] Matamoras and Milford Borough collect refuse using their trucks, but private haulers also operate in these communities.

Table 5-3 Items Accepted via Special Materials Drop-Off Programs

Municipality <sup>[1]</sup>	Freon Appliances	Non-Freon Appliances	C&D Debris	Scrap Metal	Tires	Electronics	HHW
Bloomington Grove	✓	✓	✓	✓	✓	✓	
Delaware		✓			✓	✓	
Dingman	✓	✓	✓	✓	✓	✓	✓
Greene	✓	✓		✓	✓	✓	
Lackawaxen		✓		✓			
Lehman	✓	✓	✓	✓	✓	✓	
Matamoras		✓		✓		✓	
Palmyra			✓	✓		✓	
Shohola	✓	✓	✓	✓	✓	✓	
Westfall				✓		✓	
<b>Percent of County Population</b>	<b>58.9%</b>	<b>84.6%</b>	<b>57.9%</b>	<b>82.0%</b>	<b>71.6%</b>	<b>85.8%</b>	<b>21.0%</b>

[1] Municipalities that do not provide special materials drop-off programs are not shown.

Dingman Township is the only municipality that provides household hazardous waste (HHW) collection via the drop-off program. The HHW items accepted in the Dingman program are batteries and paint. All of the municipalities providing a special materials drop-off program also accept bulky items as part of the program.

**5.5.2 COMMERCIAL AND INSTITUTIONAL RECYCLING**

Commercial/institutional recycling in the County is primarily conducted between local businesses and private waste haulers and mainly includes the collection of cardboard and single-stream material. Some commercial/institutional recycling is governed at the local municipal level through ordinances and/or waste collection contracts that include recycling services at commercial establishments. Dingman Township and Lehman Township report that schools within their boundaries recycle.

**5.5.3 RESIDENTIAL AND COMMERCIAL RECYCLING QUANTITIES**

Based on reported data for the year 2015, the recycling rate for Pike County was 21.3 percent. **Table 5-4** shows reported Act 101-eligible recyclable materials diverted from Pike County’s municipal waste stream in 2015. As shown below, 4,441 residential tons (46% of total) and 5,246 commercial/institutional tons (54% of total) were recycled in 2015 for a total of 9,687 tons. It is noted that an unknown number of small businesses have commingled recyclables collected by private haulers and these quantities are not known.

**Figure 5-2** shows the top five recycled commodities that were diverted from the municipal solid waste stream in 2015. The majority of recyclables are captured in single-stream recycling.

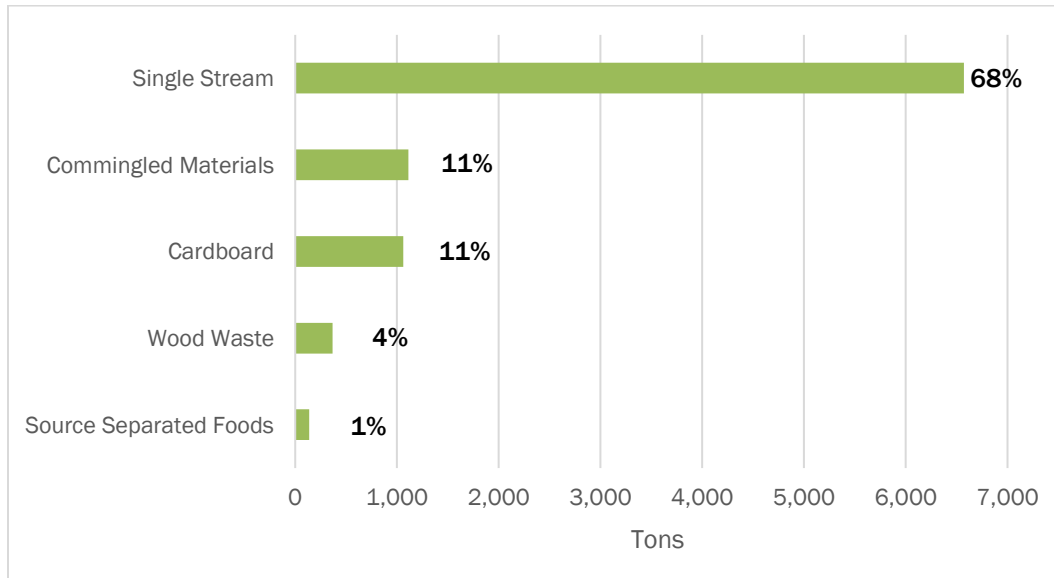
## CHAPTER 5 - RECYCLING

Table 5-4 Recyclable Material Diversion by Commodity (2015)

Commodity	Residential Tons	Commercial/ Institutional Tons	Total Tons
Single Stream	3,289.94	3,280.74	<b>6,570.68</b>
Commingled Materials	1,112.31	0	<b>1,112.31</b>
Cardboard	0	1,060.67	<b>1,060.67</b>
Wood Waste	0	365.68	<b>365.68</b>
Source Separated Foods	0	137.47	<b>137.47</b>
Mixed Paper	0	117.14	<b>117.14</b>
Mixed Metals	11	64.73	<b>75.73</b>
Rubber Tires	2	67.65	<b>69.65</b>
Film Plastic	0	34.15	<b>34.15</b>
E-waste	14.04	18.99	<b>33.03</b>
Used Oil	0	27.17	<b>27.17</b>
Other Batteries	0	24.43	<b>24.43</b>
Office Paper	0	24.27	<b>24.27</b>
Aluminum Cans	9.9	0	<b>9.90</b>
Mixed/Other Plastic	0	8.35	<b>8.35</b>
White Goods	1	7.03	<b>8.03</b>
Non-ferrous Metal	0	4.82	<b>4.82</b>
Ferrous Metal	0	1.76	<b>1.76</b>
#3 Plastic (PVC)	0	0.98	<b>0.98</b>
Lead Batteries	0.5	0	<b>0.50</b>
Fluorescent Tubes & CFLs	0	0.27	<b>0.27</b>
Antifreeze	0	0.06	<b>0.06</b>
#1 Plastic (PET)	0	0.04	<b>0.04</b>
#2 Plastic (HDPE)	0	0.04	<b>0.04</b>
<b>Totals</b>	<b>4,440.69</b>	<b>5,246.44</b>	<b>9,687.13</b>

Source: 2015 Pike County Annual Recycling Report.

Figure 5-2 Top Five Recycled Commodities (2015)



Source: 2015 Pike County Annual Recycling Report.

**5.5.4 YARD WASTE AND LEAF COLLECTION**

Yard waste recovery includes municipal leaf vacuum service, resident drop-off sites, and private operations (e.g., construction, landscaping, wood mills, etc.). Most yard wastes in Pike County are allowed to decompose naturally or are processed by private landscaping companies. There are no registered land application sites (e.g., farms) and no State-permitted municipally operated compost sites accepting leaves and yard waste in the County. Five (5) municipalities provide yard waste and leaf services via either curbside collection or drop-off program. The yard waste and leaf services offered by municipalities are detailed in Table 5-5.

Table 5-5 Municipally Provided Yard Waste and Leaf Services (2018)

Municipality <sup>[1]</sup>	Curbside		Yard Waste Drop-off	Leaf Drop-off
	Yard Waste Collection	Curbside Leaf Collection		
Delaware			✓	✓
Lehman		✓	✓	✓
Matamoras	✓	✓	✓	✓
Milford Borough	✓	✓		
Westfall			✓	
<b>Percent of County Population</b>	<b>6.1%</b>	<b>24.4%</b>	<b>39.8%</b>	<b>35.2%</b>

[1] Municipalities that do not provide yard waste/leaf programs are not shown.

## CHAPTER 5 - RECYCLING

### 5.6 RECYCLING PROGRAM ENVIRONMENTAL BENEFITS

Recycling ensures reuse of materials which conserves landfill space, saves natural resources and reduces energy and gas resources used in materials manufacturing – all of which reduce greenhouse gas emissions. The County’s waste management system minimizes illegal dumping, protect waterways, and preserves land and property values. Proper waste management and recycling protect Pike County’s economic interests like tourism, and in turn, this is a benefit to community development.

The benefits of recycling are often calculated as carbon reduction. Using the County’s 2015 waste and recycling data in the U.S. EPA Waste Reduction Model (WARM), **Table 5-6** summarizes the environmental benefits of county, municipal, and commercial recycling activities in recent years.

**Table 5-6 Pike County Recycling Environmental Benefits**

Benefit	Metric
Quantity Recycled (2015)	9,687 tons
Net Reductions in Greenhouse Gas Emissions	7,630 Metric Tons of Carbon Equivalent (MTCE) 27,976 Metric Tons of Carbon Dioxide Equivalent (MTCO <sub>2e</sub> )
Net Energy Savings	140,046 Million British Thermal Units (BTUs)

Source: U.S. EPA Waste Reduction Model (WARM)-Version 14. March 2016.

### 5.7 MEASURES TO ACHIEVE 35 PERCENT DIVERSION

Based on the reported disposal and recycling quantities for 2015 and estimated waste generation, **Pike County’s recycling rate is 21.2 percent.** This recycling rate is calculated using the following formula:

$$\text{Recycling Rate} = \frac{\text{Recycled MSW} + \text{Recycled C/D}}{\text{Total MSW} + \text{Total C/D}}$$

As detailed in **Table 5-1**, about 50 percent of the County’s waste stream is composed of recyclable materials, indicating opportunities for additional recycling. Pike County will continue to encourage cost-effective waste diversion programs to increase the diversion rate toward the Pennsylvania recycling goal (35 percent). Opportunities to capture additional recyclables and prevent them from entering the disposed waste stream include the following initiatives. Chapter 6 includes additional details of materials management and diversion strategies.

- Enhance County-wide education and awareness regarding proper waste management, illegal dumping, reuse, and recycling.
- Evaluate and implement feasible drop-off programs to capture recyclable and or special items such as electronics, scrap metal, and tires. Drop-off programs are much lower cost than curbside collection and costs can be shared and/or offset by user fees.
- Encourage business recycling and recycling participation by schools and municipal establishments.
- Explore cooperative recycling and special handling recovery arrangements with adjacent counties.
- Improve waste disposal and recycling data collection to improve the accuracy of the baseline waste diversion and recycling rate so that incremental improvements can be measured on an annual basis.

## CHAPTER 6 – SELECTION & JUSTIFICATION

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This Chapter describes the process for selecting the Pike County municipal waste management system and provides justification for the selected waste system and its components. Descriptions of the selected disposal facilities, waste disposal and recycling initiatives, and funding sources for managing County-generated municipal waste for the 10-year planning period (2020-2029) are provided.

### 6.1 SUMMARY OF CURRENT WASTE SYSTEM

Waste management responsibilities are borne by the public and private waste generators and service providers, Pike County, local governments (e.g., boroughs and townships), private organizations, and other stakeholders. Except for the Act 101-mandated curbside recycling programs in Dingman and Lehman Townships, the private sector primarily manages the majority of residential curbside collection services and on-site collection of residential and commercial municipal wastes and source-separated recyclables. The County does not own or operate waste or recyclables collection, transportation, processing or disposal equipment or infrastructure. Pike County, through the Office of Community Planning, provides administrative services including public education, waste and recyclables data tracking, marketing, and the development and implementation of the County Municipal Waste Management Plan on a 10-year planning cycle.

### 6.2 WASTE SYSTEM SELECTION PROCESS

Pike County elects to continue the waste system without significant change. The County strives to meet waste and recyclables collection, and processing needs through an integrated approach that balances public and private services and partnerships to collectively meet the diverse waste management needs of County residents, businesses, and local governments. During the Plan development process, the SWAC confirmed that increased public education, illegal dumping prevention and managing special items like electronics is essential in preserving Pike County resources and natural areas. The following implementation documents establish the basis for selection and continuing the County waste system for the 2020-2029 planning period:

- **County Municipal Waste Management Plan (2020):** Developed with input from the public, local governments, and other stakeholders. The Plan describes the County waste system, defined planning goals and objectives, and provides initiatives to encourage proper waste management over the 10-year planning period.
- **County Municipal Waste Management Ordinance (2019):** The County ordinance describing County municipal waste management and Plan implementation responsibilities. Ordinance No. 29 was updated in 2019 (**Appendix A**).
- **Disposal Capacity Request for Proposals (RFP) and Agreements (2019):** An open and fair process secured disposal capacity agreements (**Appendix B**) with state-permitted disposal facilities. These agreements confirm that disposal capacity is available for all County-generated municipal waste. Disposal facilities committed to providing free disposal for specified quantities of illegally dumped materials.
- **Surveys:** During the planning process, surveys were distributed to municipal representatives and the public to obtain feedback regarding the County waste system. This information was applied to update information regarding current waste and recycling programs and to inform the waste diversion initiatives in this Plan.

## CHAPTER 6 – SELECTION & JUSTIFICATION

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### 6.3 JUSTIFICATION OF WASTE SYSTEM SELECTION

The County waste system will continue without significant changes - the market-based system of collectors and processors has capacity for all county municipal waste and recyclables, and County staffing and financial resources are limited. The County shall continue Plan implementation activities, including education, waste and recyclables data collection, disposal contract administration, and guidance to municipalities. The reasons and justification for the continuation of the County municipal waste system over the 10-year planning period include:

- **Municipal Waste Management System and Market:** The combination of private sector collectors, MRFs, transfer facilities, scrap yards, and other markets serving Pike County have the capacity to manage County-generated municipal waste and recyclables. The municipal waste management arrangements among public and private market participants are expected to continue over the 10-year planning period.
- **County Administration of its 10-year MWM Plan:** Through education, data collection, recycling reporting, and assistance to municipalities and engagement of stakeholders, the County encourages responsible municipal waste management, including landfill disposal and diversion of recyclable materials to permitted recyclables processors as feasible. The County shall continue its administrative role by advancing towards goals and initiatives in its Plan as feasible. Plan implementation activities broadly include:
  - 1) Recycling data collection and annual reporting to PADEP;
  - 2) Education regarding proper municipal waste management and recycling;
  - 3) Sharing of resources and guidance to municipalities;
  - 4) Encouraging new material diversion programs and additional recycling when it is economically feasible;
  - 5) Encouraging proper MSW management by commercial/institutional establishments and obtaining and reporting commercial/institutional recycling data annually to PADEP;
  - 6) Plan revisions every ten (10) years or as required by PADEP;
  - 7) Executing Plan implementation documents, including the County solid waste ordinance, disposal capacity agreements, and resolution of plan adoption; and
  - 8) Advancing the waste management (e.g., illegal dumping prevention), diversion, and recycling initiatives specified in the Plan.
- **Townships & Boroughs:** Proper waste and recycling and the impacts of poor waste management practices are experienced at the township and borough level. Consequently, local governments play an integral role in the proper recovery of municipal waste. The County will continue to encourage local governments to properly manage waste and recyclables through cooperation, education, and sharing resources to the extent feasible.
- **Commercial, Municipal, and Institutional Establishments:** County businesses are expected to continue to manage municipal waste independently using private haulers and/or self-haul to local and regional processors and disposal locations. Townships and boroughs are encouraged to facilitate business recycling through collection contracts, drop-off recycling programs, or by other means as feasible.
- **Funding Needs for Municipal Waste and Recyclables Management:** Market conditions for recyclable commodities continue to be very unpredictable. The costs for processing recyclables

## CHAPTER 6 – SELECTION & JUSTIFICATION

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have increased substantially for certain commodities due to material export bans and increasingly stringent requirements regarding acceptable contamination or residual levels in recovered recyclables. Curbside recycling costs are elevated. Grant funding and the assessment of user fees for waste and recycling services are necessary, particularly for new or enhanced waste diversion programs.

- **Open, Fair, and Competitive Solicitation for Disposal Capacity:** Through open solicitation for MSW disposal capacity, the County secured contracted disposal capacity to manage all its municipal waste over the 10-year planning period. Waste haulers operating in the County retain the choice to select waste transfer facilities and any of the designated disposal facilities under contract with Pike County. Individual municipalities may negotiate directly with transfer or disposal facilities to secure competitive tip fees and waste services.
- **Fulfill County and Public Need:** This planning process openly involved the public, including participation by the Solid Waste Advisory Committee (SWAC) in confirming solid waste management priorities are aligned with public interests. This Plan supports initiatives to protect the health, safety and welfare of Pike County, its residents and stakeholders through responsible solid waste management practices.

### 6.3.1 WASTE SYSTEM SELECTION & MATERIALS

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

- **Construction/Demolition Waste:** Private arrangements for C/D collection, disposal, and recycling are expected to continue, and adequate processing capacity is available.
- **Yard Waste:** Yard waste collection includes a combination of public and private collection with processing (e.g., brush grinding) primarily performed by the private sector on-site. The two mandated communities will continue to collect leaves and other yard wastes at curbside in accordance with Act 101 of 1988. The current system has sufficient capacity to manage yard waste over the next ten (10) years.
- **Biosolids:** Biosolids and septage shall continue to be managed through the combination of wastewater treatment facilities, on-site treatment systems, and septage haulers. This activity includes the treatment of liquid biosolids and proper disposal of dewatered biosolids that are primarily landfilled. Designated disposal facilities in this Plan demonstrate the capacity to accept biosolids annually, and over the 10-year planning period. No alternative programs or infrastructure are being considered to manage biosolids.
- **Regulated Medical Waste:** Regulated medical waste, including infectious and chemotherapeutic waste, shall continue to be primary managed by the private sector, primarily through on-site and/or off-site incineration. Residents may use the drug take-back box, a cooperative effort between the Lords Valley Pharmacy and Pike County District Attorneys Office. No alternative programs or infrastructure are being considered to manage regulated medical waste.
- **Ash and Asbestos:** The County shall continue to rely on the current system for managing ash and asbestos, which requires generators to properly dispose this material at a permitted disposal facility. The current system has sufficient capacity to manage ash and asbestos over the next ten (10) years.

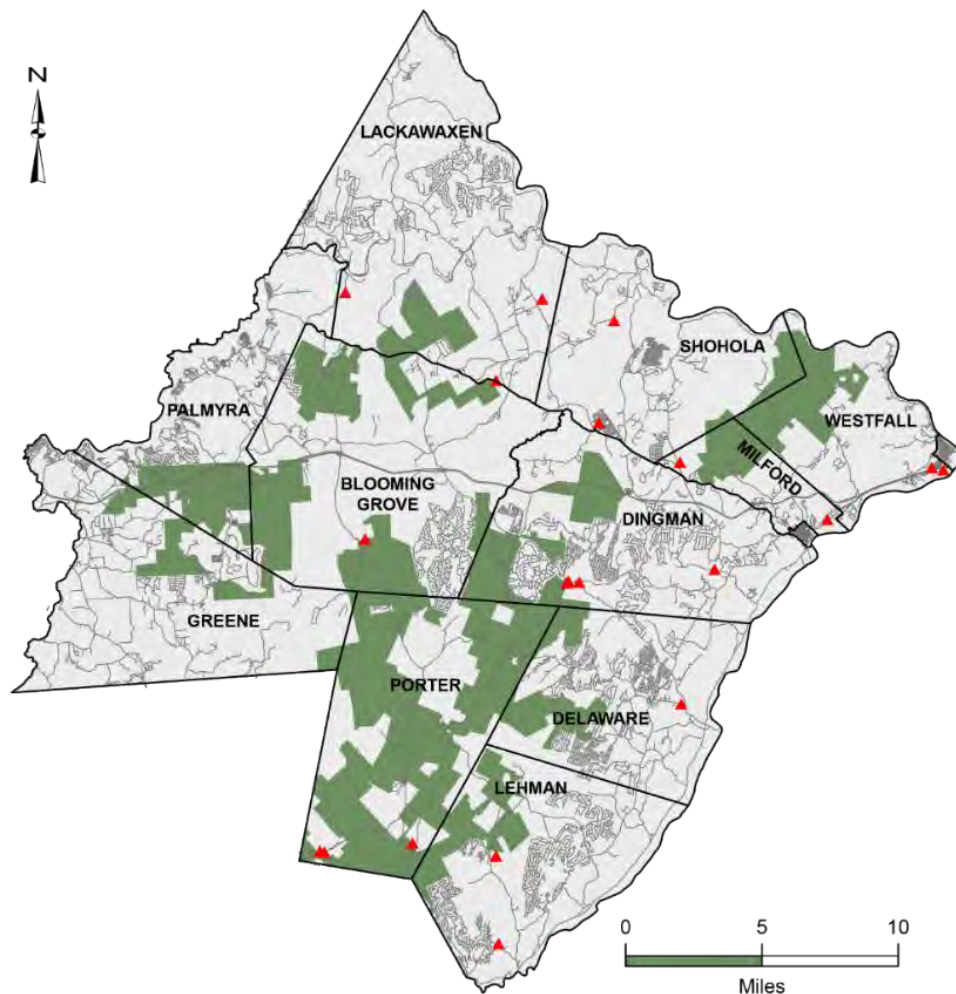
## CHAPTER 6 – SELECTION & JUSTIFICATION

### 6.3.2 ILLEGAL DUMPING

While there is sufficient disposal and processing capacity for litter and illegal dump waste, illegal dumping is persistent in the County. In 2012, Keep Pennsylvania Beautiful (KPB) conducted an illegal dumping survey which identified 15 dumpsites located in Pike County containing nearly 18 tons of municipal waste and recyclables shows the distribution of illegal dumpsites in Pike County. 80% of the sites contained household trash, 73% contained construction and demolition waste, 60% had bagged trash, and 53% had recyclables and mattresses. Littering, illegal dumping, and improper solid waste management can contribute to environmental risks and economic impacts, such as:

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

Figure 6-1 Pike County



# CHAPTER 6 – SELECTION & JUSTIFICATION

## 6.4 DESIGNATED MSW DISPOSAL FACILITIES

### 6.4.1 LOCATION

The selection of the County municipal waste system included identifying state-permitted disposal facilities with the capacity and willingness to accept Pike County municipal waste. The County successfully executed disposal capacity agreements with five (5) landfills (**Appendix B – Disposal Capacity Agreements**) Disposal facilities contracted to accept municipal waste generated on an annual basis over the 10-year planning period (2019 – 2029) are presented in **Table 6-1**. The quantity of disposal capacity available through these agreements far exceeds Pike County waste generation anticipated annually and for the 10-year planning period. The physical locations of the designated disposal facilities and the contracted transfer facilities are presented in **Figure 6-1**. There are no County-operated or other state-permitted recyclables processing facilities in Pike County.

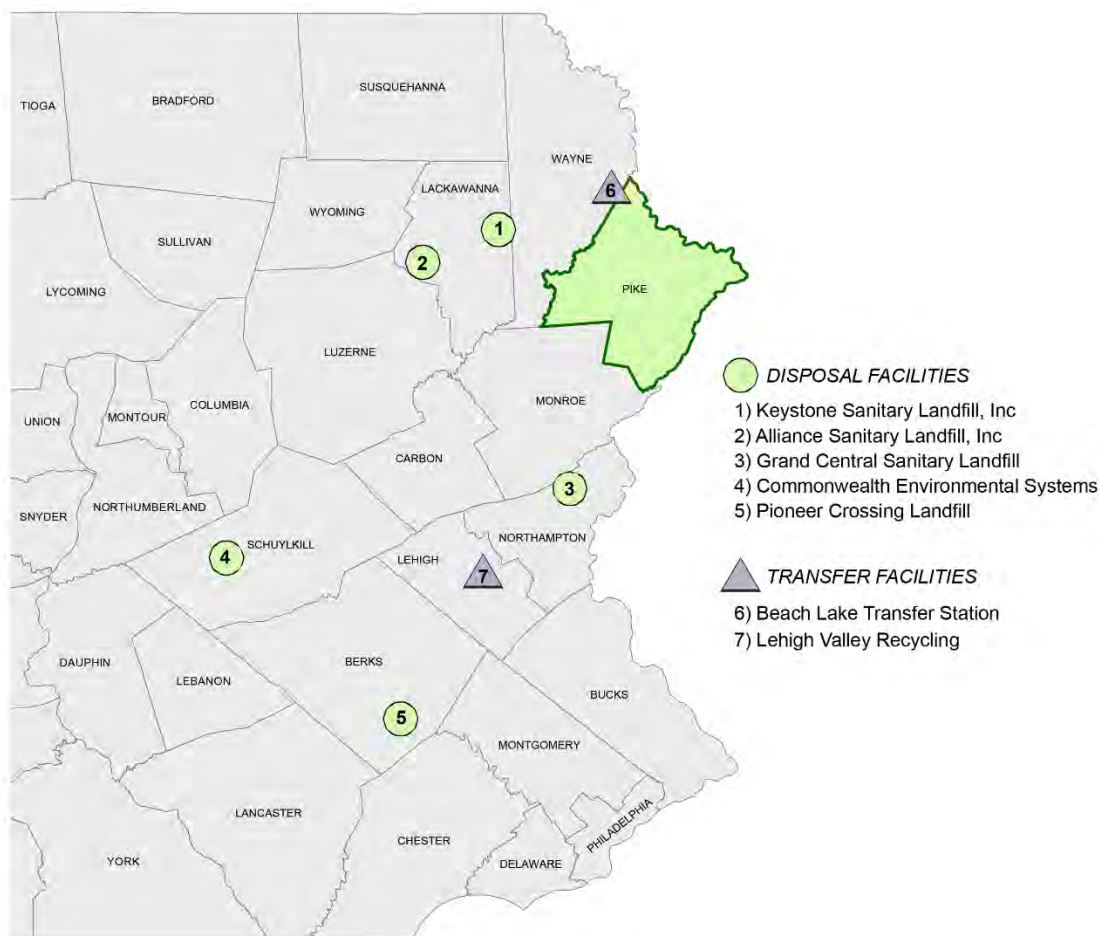
Pike County executed Transfer Facility Agreements with the Beach Lake Transfer Station and Lehigh Valley Recycling. The Beach Lake Transfer Station is located nearby in Wayne County and shall continue to serve as a consolidation and transfer facility for County-generated MSW, including recyclables. Transfer Stations are not designated “disposal” facilities but play an essential role in the County waste system.

**Table 6-1 Designated Municipal Waste Disposal and Transfer Facilities**

Designated Facility	Owner	Distance (miles)	County	Facility Address
<b>Disposal Facilities</b>				
Alliance Sanitary Landfill	Waste Management	58	Bucks	398 South Keyser Ave., Taylor, PA 18517
Commonwealth Environmental Systems (CES)	Keystone Landfill, Inc. and L&D Management, Inc.	130	Schuylkill	99 Commonwealth Road, Hegins, PA 17938
Grand Central Sanitary Landfill	Waste Management	50	Northampton	910 W Pennsylvania Ave., Pen Argyl, PA 18072
Keystone Sanitary Landfill	Keystone Landfill, Inc.	50	Lackawanna	249 Dunham Drive, Dunmore, PA 18512
Pioneer Crossing Landfill	J.P. Mascaro & Sons, Inc.	113	Berks	727 Red Lane Road, Birdsboro, PA 19508
<b>Transfer Stations</b>				
Beach Lake Transfer Station	Waste Management	37	Wayne	165 Rosencranse Rd, Beach Lake, PA 18405
Lehigh Valley Recycling Transfer Station	J.P. Mascaro & Sons, Inc.	69	Lehigh	3942 Portland St Coplay, PA 18037

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Figure 6-2 Map of Designated Municipal Waste Disposal and Transfer Facilities



### 6.4.2 DISPOSAL CAPACITY ASSURANCE

Haulers collecting County-generated wastes shall dispose municipal wastes at the disposal facilities designated in the Plan. **Table 6-2** summarizes information for each contracted designated disposal facility, including the approximate distance from Pike County, accepted materials, available permitted capacity (tons), and years remaining until facility closure. As shown in **Table 6-2**, the five (5) designated disposal facilities have a combined total capacity exceeding 130,000 tons annually, and over 900,000 tons of capacity over the 10-year planning period. The disposal capacity secured via solicitation and disposal contracts far exceeds County municipal waste disposal requirements estimated at 38,000 tons for the year 2019 and declining to about 36,000 tons for the year 2029.

### 6.4.3 IN-KIND DISPOSAL SERVICES

Pike County's Request for Proposals (RFP) to secure MSW disposal capacity included a request for in-kind services to support the County's municipal waste management system. The request highlighted the value of illegal dumping, prevention, and cleanup and asked respondents to offer in-kind services and free disposal to reduce the specific cost associated with managing illegally dumped materials. **Table 6-3** summarizes the in-kind services provided by regional landfills that have been incorporated within executed disposal capacity agreements.

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**Table 6-2 Pike County Designated Disposal Capacity Summary**

Disposal Facility	Owner	Distance to Facility (Miles)	Years of Remaining Capacity <sup>[1]</sup>	Accepted Materials <sup>[2]</sup>	Annual Disposal Capacity Available to Pike County (tons)	10-Year Capacity Available to Pike County (tons) <sup>[3]</sup>
<b>Alliance Sanitary Landfill</b>	Waste Management of Pennsylvania, Inc.	58	26	MW, C/D, SS, IA, IC, A, BW	15,000	150,000
				Residual	15,000	150,000
<b>Commonwealth Environmental Systems L.P. (CES)</b>	Keystone Landfill, Inc. and L&D Management, Inc.	130	16	MW, C/D, SS, BW	14,760	147,600
				Residual	2,460	24,600
<b>Grand Central Sanitary Landfill</b>	Waste Management of Pennsylvania, Inc.	50	9	MW, C/D, SS, A	15,000	135,000
				Residual	15,000	135,000
<b>Keystone Sanitary Landfill</b>	Keystone Sanitary Landfill, Inc.	50	3.26	MW, C/D, SS, BW	60,000	195,600
				Residual	3,000	9,780
<b>Pioneer Crossing Landfill <sup>[4]</sup></b>	F.R.&S, Inc. d/b/a Pioneer Crossing Landfill	113	12	MW, C/D, SS, IC, BW	30,000	300,000
				Residual	Not Provided	Not Provided
<b>Total Municipal Waste <sup>[5]</sup></b>					<b>134,760</b>	<b>928,200</b>
<b>Total Residual Waste</b>					<b>35,460</b>	<b>319,380</b>

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

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

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

[4] Pioneer Crossing provides capacity in coordination with the Lehigh Valley Recycling, Inc. facility that is permitted to transfer municipal waste, C/D, and approved residual wastes. Pioneer crossing provided an annual capacity range from 30,000 to 40,000 tons, and a minimum of 30,000 tons is shown.

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

## CHAPTER 6 – SELECTION & JUSTIFICATION

Table 6-3 Pike County In-Kind Services

Disposal Facility	Distance to Facility (Miles)	Materials Accepted (without charge)	Annual Maximum Donated (tons)	10-Year Maximum Donated (tons)	Other In-kind Services Offered
Alliance Sanitary Landfill	58	Illegally dumped MW, appliances without Freon	100	1,000	Recycling Education Assistance
Commonwealth Environmental Systems L.P. (CES)	130	Illegally dumped MW, bulk items, clean scrap metal, residential C/D	60	600	None
Grand Central Sanitary Landfill	50	Illegally dumped MW, appliances without Freon	100	1,000	Recycling Education Assistance
Keystone Sanitary Landfill	50	Illegally dumped MW, bulk items, clean scrap metal, residential C/D	60	196	None
Beach Lake Transfer Station	37	Illegally dumped MW, appliances without Freon	50	5,000	Recycling Education Assistance
<b>Total</b>			<b>370</b>	<b>7,796</b>	

## CHAPTER 6 – SELECTION & JUSTIFICATION

### 6.4.4 PROCEDURE TO ADD DESIGNATED FACILITIES

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

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

## 6.5 MATERIALS MANAGEMENT & DIVERSION STRATEGIES

### 6.5.1 GOALS & OPPORTUNITIES

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

- **Enhance collection and management of landfill-bound municipal waste**, including the recovery of materials requiring special handling (electronics, HHW, tires, bulk items) that are often disposed illegally.
- **Encourage economically feasible municipal waste collection, reduction, and diversion programs** that reduce costs through efficiency, market competition, and avoided disposal fees. Well-designed drop-off recycling programs are extremely cost-effective (as compared to curbside collection) and facilitate the recovery of clean, high-value recyclables (e.g., cardboard).
- **Strengthen public and private partnerships** to promote efficient, cost-effective, and environmentally responsible materials management.
- **Encourage illegal dumping prevention and cleanup strategies** to preserve the natural and scenic areas of the County that attract visitors that are vital to tourism and the local economy. Implementation of this goal includes the provision of education materials regarding proper waste management strategies and locations of disposal and recycling options.
- **Encourage resource sharing among local municipal governments and strategic partners** to promote proper solid waste management and environmental stewardship.
- **Raise public and stakeholder awareness** and improve education regarding County-specific solid waste system challenges, opportunities, processors, and solutions to preserve and protect the County's natural environment and resources.

## CHAPTER 6 – SELECTION & JUSTIFICATION

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

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

**Table 6-4 Materials Management and Diversion Opportunities**

Material Management & Diversion Opportunities	Description
<b>Program Standardization</b>	<ul style="list-style-type: none"> <li>• Streamline County and municipal materials management program implementation and education materials by standardizing key program elements such as material definitions, list of acceptable recyclables targeted for diversion, list of special items targeted for diversion (e.g., electronics), and waste management implementation documents including ordinances and contracts. Standard labels are available from the non-profit organization, Recycle Across America (RAA).</li> </ul>
<b>Cooperation with Wayne County</b>	<ul style="list-style-type: none"> <li>• Explore cooperative arrangements with the Wayne County Solid Waste Department and Wayne County Recycling Center that would allow Pike County residents to drop-off recyclables and/or special items at this existing facility.</li> </ul>
<b>Leverage Public-Private Partnerships &amp; Stakeholder Engagement</b>	<ul style="list-style-type: none"> <li>• Leverage public-private partnerships to improve the performance of the County solid waste system. Engage key stakeholders in solid waste topics, share resources, and pursue volunteers, in-kind services, and donations to address solid waste management challenges. Partners may include environmental groups (e.g., Conservation District, environmental groups, Game Commission, hunting clubs, private companies, and foundations).</li> </ul>
<b>Public and Stakeholder Education</b>	<ul style="list-style-type: none"> <li>• Improve the effective delivery of solid waste information to the public and stakeholders via standardized messaging that targets solid waste priorities and initiatives.</li> <li>• Establish platforms (e.g., resource areas on the County website and regular newsletters and meetings) to share information and to discuss challenges, opportunities, and implementation strategies.</li> <li>• Maintain a material market database that identifies local and regional outlets to recycle and dispose county-generated materials. Share this resource with County residents, businesses, and stakeholders to increase awareness of responsible waste and recyclable material diversion options.</li> </ul>

## CHAPTER 6 – SELECTION & JUSTIFICATION

Material Management & Diversion Opportunities	Description
<b>Illegal Dumping Prevention/Cleanup</b>	<ul style="list-style-type: none"> <li>• Form partnerships with non-profit organizations, including PEC, KPB, and or KAB, to secure the technical, financial, and supply resources needed to support litter prevention and cleanup activities.</li> <li>• Use the donated disposal capacity offered by area landfills to reduce the costs of illegal waste disposal.</li> <li>• Through cooperation among the County, municipalities, volunteers, and stakeholders aim to clean up at least one dump site per year.</li> <li>• Encourage township, borough, and county ordinances to include provisions to address illegal dumping.</li> <li>• Require transient population groups like hunting clubs to contract for waste services.</li> <li>• Foster cooperative prevention and enforcement efforts by garnishing support from local agencies (e.g., District Court, PA Fish and Boat Commission, PA Game Commission, police, and County Sheriff Department).</li> </ul>
<b>Well-designed Drop-off Programs</b>	<p>Evaluate opportunities to leverage drop-off recycling programs to increase access to affordable recycling services and programs. Elements of an effective drop-off program include:</p> <ul style="list-style-type: none"> <li>• Cooperation among municipalities and/or businesses to share costs and to create economies of scale (e.g., increase the number of collection sites and quantity recovered) to make the program feasible.</li> <li>• Target recyclable materials that have value and are generated in high volume like cardboard.</li> <li>• Design the collection system to reduce contamination from unwanted materials. Use custom openings (e.g., slots for cardboard and round holes for bottles and cans) and use standard labels on all containers.</li> <li>• Design the collection system to reduce hauling costs. This can be achieved by designing collection routes servicing eight (8) to fifteen (15) drop-off sites using a front-load packer truck to collect a single commodity (e.g., cardboard) to increase the quantity per load of material transported to the processor.</li> </ul>
<b>Household Pharmaceutical Take-back Program</b>	<ul style="list-style-type: none"> <li>• Encourage and educate residents to properly dispose expired and unused medicines and pharmaceuticals using Pike County’s take-back box program facilitated by the District Attorney’s Office and Lords Valley Village Pharmacy.</li> </ul>

### 6.6 FUNDING MECHANISMS

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

## CHAPTER 6 – SELECTION & JUSTIFICATION

Table 6-5 Solid Waste System Funding Alternatives

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

The County Recycling Coordinator primarily performs administrative responsibilities for Plan implementation. Over the planning period, the County Recycling Coordinator shall collect and report recycling data, support recycling education, facilitate subsequent Plan revisions, and advance initiatives included in this Plan. The salaries and benefits for County staff are paid through the General Fund. Act 101, Section 903 Recycling Coordinator Grants provide 50 percent reimbursement of eligible Recycling Coordinator salary and expenses. The annual Recycling Coordinator expense is based on estimated hours allocated to Recycling Coordinator duties and consideration of expenses incurred for recycling education. The annual cost for the County Recycling Coordinator is estimated as \$5,000, or a \$2,500 out-of-pocket County expense, assuming the 50% grant reimbursement. **Table 6-6** presents the estimated annual and 10-year costs to support Plan implementation.

## CHAPTER 6 – SELECTION & JUSTIFICATION

Table 6-6 Estimated Annual Plan Implementation Costs

Expense Item	Estimated Annual Expense	Estimated 10 - year Cost	Estimated Grant Reimbursement (%) <sup>(1)</sup>
Recycling Coordinator	\$5,000	\$50,000	50%
Education	\$1,000	\$10,000	0%
10-year Plan Revision	\$5,000	\$50,000	80%

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

### 6.6.1 MUNICIPAL SOLID WASTE SERVICE CONTRACTS

Local townships and boroughs may contract with private haulers to collect municipal waste, including recyclables and special items. There is a significant opportunity to leverage competitive procurement processes to implement contracted collection for municipal waste and/or recyclables. Financial (and operational) benefits from effective municipal procurement include reduced costs for solid waste customers, comprehensive collection, recycling and disposal service provision, reduction of improper disposal, and establishing equitable user fees to offset costs. In rural Pike County, where drop-off recycling is preferable, contracting with a single hauler to service multiple drop-off sites is a cost-effective approach to increase access to recyclables and special item collection services.

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# CHAPTER 7 – PLAN IMPLEMENTING ENTITY

## 7.1 OFFICE OF COMMUNITY PLANNING

The Pike County Municipal Waste Management Plan implementation requirements are established by Act 101 of 1988 and guidance documents prepared and periodically updated by PADEP. The Pike County Commissioners are designated via ordinance the responsibilities for municipal waste management, including Plan development and implementation. The Pike County Commissioners, supported by the Pike County Office of Community Planning, address county-wide planning initiatives including the development, coordination and implementation of the Pike County Municipal Waste Management Plan. Municipal waste planning initiatives and strategies established for this 10-year planning period (2020 – 2029) were developed with input from the SWAC. Plan implementation functions and activities under the responsibility of the County Commissioners and Office of Community Planning are presented in **Table 7-1**.

**Table 7-1 Plan Implementation Responsibilities**

Implementation Item	Function
<b>Municipal Waste Management Plan Implementation &amp; Recycling</b>	Advance initiatives identified in the Plan, including feasible recycling alternatives that reduce disposal costs. Complete Plan revisions as required.
<b>County Municipal Waste Ordinance</b>	Administer the County Municipal Waste Management Ordinance.
<b>Public Education</b>	Provide ongoing education in accordance with Act 101 of 1988 to promote responsible disposal and materials recovery, resource conservation, and material diversion (e.g., recycling, composting) including proper handling of items requiring special handling.
<b>Stakeholder Engagement</b>	Encourage stakeholder engagement and education, including resource development and sharing among municipalities, businesses, waste companies, environmental groups, and others.
<b>Funding</b>	Allocate resources to support Plan implementation, including funds to support education, Plan development, and implementation. Pursue recycling and other grants to offset costs. Leverage the in-kind services and donated disposal capacity provided within Disposal Capacity Agreements associated with this Plan.
<b>Data Collection and Reporting</b>	Complete annual County recycling reports per Act 101 of 1988. Administer recycling data collection from municipalities and commercial and institutional establishments. Encourage data collection best practices, including disposal and recycling data provision by waste haulers.
<b>Illegal Dumping</b>	Encourage dumping prevention through education, stakeholder engagement, and resource sharing. Monitor illegal dumpsite and roadside litter activity. Leverage “free” disposal capacity secured during this Plan in coordination with stakeholders, including local businesses, environmental groups, and affiliates (e.g., KPB, KAB, PEC) to secure volunteers, supplies, and resources for dumping prevention and cleanups.

## CHAPTER 7 – PLAN IMPLEMENTING ENTITY

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## CHAPTER 8 – PUBLIC FUNCTION

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

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

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# CHAPTER 9 – PLAN IMPLEMENTING DOCUMENTS

## 9.1 COUNTY IMPLEMENTING DOCUMENTS

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

**Table 9-1 Pike County Plan Implementing Documents**

Implementing Document	Description
<b>County Waste Management Ordinance</b>	An ordinance specifying persons/entities transporting County-generated MSW shall deliver waste to County-designated disposal facilities over the 10-year planning period. Waste haulers may use any of the designated facilities identified in the Plan. <b>(Appendix A - County Municipal Waste Management Ordinance No.29_2019)</b>
<b>Disposal Capacity Agreements</b>	Contracts executed between the County Board of Commissioners and the owner/operators of state-permitted disposal facilities assure sufficient available disposal capacity for the 10-year planning period. <b>(Appendix B - Disposal Capacity Agreements)</b>
<b>Plan Resolution</b>	Resolution executed by County Board of Commissioners marking the adoption of the completed Plan. <b>(Appendix C - Plan Resolution of Adoption)</b>

## 9.2 OTHER IMPLEMENTING DOCUMENTS

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

## CHAPTER 9 – PLAN IMPLEMENTING DOCUMENTS

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## **CHAPTER 10 – ORDERLY EXTENSION**

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This Plan revision has been developed in accordance with Act 101 of 1988 and Title 25, Chapter 272 of the PA Code, and PADEP guidance. This Plan builds upon planning concepts in the previous approved Plan. Demographic data, municipal waste data, and knowledge of the Pike County solid waste system have been applied to assure this Plan provides for the orderly extension of municipal waste management programs aligned with the needs of Pike County. This Plan does not conflict or interfere with any state, regional, or local plans.

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## CHAPTER 11 – NON-INTERFERENCE

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

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

## CHAPTER 11 – NON-INTERFERENCE

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## CHAPTER 12 – PUBLIC PARTICIPATION

Public participation was an essential component in the development of this Plan revision. Input from individuals, the Solid Waste Advisory Committee (SWAC), County representatives, and stakeholders influenced planning information, concepts, strategies and initiatives proposed for the 10-year planning period. Public participation shaped realistic, implementable and cost-effective Plan initiatives compatible with the County solid waste systems and available resources. The SWAC was formed by soliciting for representation via email and letter correspondence to the groups listed below. **Table 12-1** presents the SWAC meeting schedule.

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

**Table 12-1 Pike County SWAC Meeting Schedule**

Meeting	Date
SWAC (1)	03-14-19
SWAC (2)	09-09-19
SWAC (3)	02-04-20

Key participants and elements of public participation included:

- Solid Waste Advisory Committee (SWAC)
- Pike County Board of Commissioners
- County Office of Community Planning
- Disposal facility representatives
- Waste and recycling survey to the general public
- Waste and recycling survey to municipal representatives (all townships and boroughs)

Important outcomes from public participation efforts included:

- SWAC meetings guided the selection and justification of the County waste management system.
- The SWAC weighed in on Plan goals, materials management strategies, and planning priorities.
- Surveys provided valuable feedback from municipal representatives and county residents that highlighted the need for programs for special items, raised concerns about the high costs for waste and recycling collection, and confirmed illegal dumping remains problematic.
- The SWAC and municipalities were provided quarterly status reports and given the opportunity to review and comment on draft Plan chapters and the completed draft Plan.
- Involvement by County staff to develop and execute disposal capacity agreements.

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**APPENDIX A**  
**COUNTY MUNICIPAL WASTE MANAGEMENT**  
**ORDINANCE NO.29\_2019**

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**PIKE COUNTY**  
**MUNICIPAL WASTE MANAGEMENT ORDINANCE**

*ORDINANCE DESIGNATING DISPOSAL FACILITIES AND IMPLEMENTING THE WASTE FLOW FOR THE PIKE COUNTY MUNICIPAL WASTE PLAN.*

**ORDINANCE NO. 29**  
**(SUPERSEDES ORDINANCE NOS. 2; 20; & 21)**  
**COUNTY OF PIKE, PENNSYLVANIA**

AN ORDINANCE OF THE COUNTY OF PIKE, PENNSYLVANIA, DESIGNATING PROCESSING AND DISPOSAL FACILITIES AND PROVIDING WASTE FLOW CONTROL REQUIREMENTS TO DIRECT MUNICIPAL WASTE TO DESIGNATED DISPOSAL FACILITIES.

**WHEREAS,** the Pike County Board of Commissioners has adopted and approved the Municipal Waste Management Plan (the "Plan") for Pike County in accordance with the requirements of Section 501 of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (ACT 101), and said Plan has been duly ratified by the municipalities in the County; and

**WHEREAS,** it is the intent of the County to implement the Plan; and

**WHEREAS,** the County has the power and duty to adopt any ordinances deemed necessary to implement the Plan by the authority vested in the County pursuant to Section 303 of Act 101, including requirements that all Waste Haulers collect and transport Municipal Waste to the processing and/or disposal facilities (the "Facilities") designated by the County pursuant to Subsection 303(e) of Act 101; and

**WHEREAS,** the County intends to enter into Disposal Agreements with duly permitted facilities to accept the County's Municipal Waste for a period of up to ten years with an option to renew for an additional five years; and

**WHEREAS,** the County desires that the Municipal Waste generated within its jurisdiction be disposed of at the Facilities.

**NOW, THEREFORE,** the Board of County Commissioners of Pike County hereby enact and ordain as follows;

**SECTION 1 - SHORT TITLE**

This Ordinance shall be known and referred to as "*Pike County Municipal Waste Management Ordinance*".

**SECTION 2 - DEFINITIONS**

The following words and phrases as used in this Ordinance shall have the meaning ascribed to them herein, unless the context clearly indicates a different meaning:

**Act 97** The Pennsylvania Solid Waste Management Act of 1980 (P.L. 380. No.97, July 7, 1980).

**Act 101** The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (SB 528, Act 1988 - 101, July 28, 1989).

**Commercial Establishment** Any establishment engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, offices, restaurants, shopping centers and theaters.

**County** The Pike County Board of Commissioners, or its designee.

**Department or DEP** The Pennsylvania Department of Environmental Protection, and its authorized representative.

<b>Industrial Establishment</b>	Any establishment engaged in manufacturing or production activities, including, but not limited to, factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.
<b>Institutional Establishment</b>	Any establishment or facility engaged in services including, but not limited to, hospitals, nursing homes, schools and universities.
<b>Leaf Waste</b>	Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.
<b>License</b>	A license or permit issued by the PA Department of Environmental Protection for the collection and/or transportation of Municipal Waste pursuant to Act 90.
<b>Municipality</b>	Any local municipal government within Pike County.
<b>Municipal Waste</b>	Any garbage, refuse, industrial lunchroom or office waste and other material including solid, liquid, semi-solid or contained gaseous material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities; and any sludge not meeting the definition of residual or hazardous waste under Act 97 from any municipal, commercial or institutional water supply treatment plant, wastewater treatment plant, or air pollution control facility. The term does not include any source-separated recyclable materials.
<b>Municipal Waste Landfill</b>	Any facility that is designed, operated and maintained for disposal of Municipal Waste and permitted to do so by DEP or the appropriate state agency and which meets all requirements.
<b>Person</b>	Any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, municipality, State institution or agency, or any other legal entity recognized by law as the subject of rights and duties. In any provisions of this Ordinance prescribing a fine, penalty or imprisonment, or any combination of the foregoing, the term "person" shall include the officers and directors of any corporation or other legal entity having officers and directors.
<b>Processing</b>	Any technology used for the purpose of reducing the volume or bulk of Municipal Waste or any technology used to convert part or all of such materials for off-site reuse. Processing facilities include, but are not limited to, transfer stations, composting facilities and resource recovery facilities.
<b>Recycling</b>	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 mechanical separation and treatment of Municipal Waste (other than combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.
<b>Scavenging</b>	The unauthorized and uncontrolled removal of any material stored or placed at a point for subsequent collection by a Waste Hauler.
<b>Sewage Sludge</b>	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.
<b>Source Separated Recyclable Materials</b>	Materials that are separated from Municipal Waste at the point of origin or generation for the purpose of recycling.
<b>Transportation</b>	The off-site removal of any Municipal Waste at any time after generation.

## **Waste Hauler**

Any person, firm, partnership, corporation or public agency in the collection and/or transportation of Municipal Waste and which is licensed with the PA Department of Environmental Protection. For purposes of this Ordinance, the term "Waste Hauler" shall not include the following:

1. Any residential property occupant not regularly engaged in the business of collecting and/or transporting Municipal Waste, provided that such occupant collects and/or transports his or her own Municipal Waste on an irregular and unscheduled basis to a DEP permitted disposal facility; and
2. Any farmer carrying out the normal activities of his or her farming operation, including composting and spreading of manure or other farm-produced agricultural waste.

For the purposes of this Ordinance, the singular shall include the plural and the masculine shall include feminine and neuter.

### **SECTION 3 - RESPONSIBILITY**

The County shall be responsible for all aspects of Municipal Waste Management as discussed in this Ordinance.

### **SECTION 4 - FUNCTIONS AND POWERS OF THE PIKE COUNTY BOARD OF COMMISSIONERS**

In accordance with all the pertinent statutes, rules, and regulations of the Commonwealth of Pennsylvania, the County shall:

- A. Provide and/or approve and regulate Municipal Waste disposal services in Pike County.
- B. Apply and enforce this Ordinance and any rules and regulations which may be promulgated which pertain to Municipal Waste Management.
- C. Enforce this ordinance by issuing warning notices and initiating proceedings against violators of this ordinance and any rules and regulations which may be promulgated which pertain to Municipal Waste Management.
- D. Administer the Plan and the requirements set forth therein, in an effort to advance recycling toward the state waste diversion goal of 35%. Such administrative duties include, but are not limited to:
  1. Designation of a Recycling Coordinator;
  2. Data collection and reporting of recycling;
  3. Providing multiple forms of public education regarding waste reduction and recycling, and
  4. Supporting programs that promote the health, safety and welfare through the responsible management of materials.

### **SECTION 5 - DESIGNATED OR NAMED DISPOSAL FACILITIES AND MUNICIPAL WASTE MANAGEMENT**

All Municipal Waste collected by any waste hauler in the various municipalities of Pike County shall be taken to the Municipal Waste disposal facilities designated or named by the County pursuant to this Ordinance and the approved plan. Provided, however, that the County may establish a Recycling program, including a collection system for recyclable materials, separate from the Waste Hauler, with the disposal of such recyclable materials by the County at separate designated facilities. Municipalities may establish their own recycling programs and municipalities may deliver recycled materials to the appropriate materials recycling facility of their choosing.

### **SECTION 6 - PROHIBITED ACTIVITIES**

1. It shall be unlawful for any Waste Hauler to collect and/or transport Municipal Waste from any residential, public, commercial, industrial or institutional establishment within Pike County without first securing a license with the PA Department of Environmental Protection in accordance with the provisions of this Ordinance.
2. It shall be unlawful for any Waste Hauler to collect and/or transport Municipal Waste from any sources within Pike County in a manner not in accordance with the provisions of this Ordinance and the minimum standards and requirements established in Chapter 285 of the DEP's Municipal Waste Management Regulations.
3. It shall be unlawful for any Waste Hauler to transport any Municipal Waste collected within Pike County to any processing and/or disposal facility other than those facilities that are designated or named disposal facilities under the County's approved Municipal Waste Management Plan, or as designated or named by the County pursuant to this Ordinance.
4. It shall be unlawful for any person to scavenge any Municipal Waste or Source-Separated Recyclable Materials that are stored or placed for collection by a Waste Hauler without prior approval from the County and Municipality.

### **SECTION 7 - STANDARDS FOR COLLECTION AND TRANSPORTATION**

1. All Waste Haulers operating within the County Must comply with the following minimum standards and regulations:

- A. All vehicles conveying Municipal Waste must comply with the requirements of Act 97 and Act 101 and PADEP regulations adopted pursuant to Act 97 and Act 101, including the Title 25, Chapter 285, Subchapter B - Regulations for the Collection and Transportation of Municipal Waste.
  - B. All vehicles conveying Municipal Waste shall be operated and maintained in a manner that will prevent creation of a nuisance or hazard to public health, safety and welfare.
  - C. All vehicles conveying putrescible Municipal Waste shall be watertight and suitably enclosed to prevent leakage, roadside littering, attraction of vectors and the creation of odors and other nuisances
  - D. All vehicles conveying non-putrescible Municipal Waste shall be capable of being enclosed or covered to prevent roadside litter and other nuisances.
  - E. All vehicles conveying Municipal Waste shall bear signs identifying the name and business address of the person or municipality which owns the vehicle and specify the type of waste transported by the vehicle as "Municipal Waste". All such signs shall have lettering which is at least six inches in height as required by Act 101.
2. All vehicles and equipment used by Waste Haulers shall be subject to inspection by authorized agents at any reasonable hour without prior notification.

**SECTION 8 - LICENSING REQUIREMENTS**

Act 90 requires all commercial vehicles transporting municipal or residual waste to a waste processing and disposal facility in Pennsylvania must have valid waste transporter authorization issued by DEP. Any Waste hauler utilizing any commercial waste transportation vehicle (trucks registered for more than 17,000 pounds and trailers registered for more than 10,000 pounds) that regularly transports municipal or residual waste to a processing or disposal facility in the Commonwealth of Pennsylvania must obtain a License (as defined herein) from DEP.

**SECTION 9 - INJUNCTIVE POWERS**

The County may petition the Court of Common Pleas of Pike County, Pennsylvania for an injunction, either mandatory or prohibitive, in order to enforce any of the provisions of this Ordinance.

**SECTION 10 - SEVERABILITY**

In the event that any section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, shall be declared illegal, invalid or unconstitutional for any reason, the remaining provisions of this Ordinance shall not be affected, impaired or invalidated by such action.

**SECTION 11 - CONFLICT**

Any ordinances or any part of any ordinance that conflicts with this Ordinance are hereby repealed insofar as the same is specifically inconsistent with this Ordinance.

**SECTION 12 - EFFECTIVE DATE**

This Ordinance shall take effect on December 4, 2019.

**ORDAINED AND ENACTED** into an Ordinance this 4th day of December 2019.



***PIKE COUNTY BOARD OF COMMISSIONERS***

*Matthew M. Osterberg*  
 \_\_\_\_\_  
 Matthew M. Osterberg, Chairman

*Ronald R. Schmalzle*  
 \_\_\_\_\_  
 Ronald R. Schmalzle, Vice-Chairman

*Steven R. Guccini*  
 \_\_\_\_\_  
 Steven R. Guccini, Commissioner

**ATTEST:**

*Gary R. Orben*  
 \_\_\_\_\_  
 Gary R. Orben, Chief Clerk

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## APPENDIX B

### DISPOSAL CAPACITY AGREEMENTS

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Alliance Capacity Agreement  
Beach Lake Waste Management Capacity Agreement  
CES Capacity Agreement  
Grand Central Capacity Agreement  
Keystone Capacity Agreement  
Lehigh Valley Recycling Capacity Agreement  
Pioneer Crossing Capacity Agreement

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## APPENDIX B

### MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT

#### COUNTY OF PIKE

THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this 2<sup>nd</sup> day of October, 2019, by and between the COUNTY OF PIKE, a political subdivision of the Commonwealth of Pennsylvania (County), and Alliance Sanitary Landfill, Inc. (Owner/Operator).

#### Article 1. BACKGROUND

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

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

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

#### Article 2. DEFINITIONS AND TERMS

##### 2.1 DEFINITIONS

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

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

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

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

**Alternative Facility.** Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during temporary or protracted cessation of operation at the facility.

**Commercial Establishment.** An establishment engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

**Construction/Demolition Waste (C/D).** Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete. The term also includes dredging waste. The term does not include the following if they are separate from other waste and are used as clean fill: (i) uncontaminated soil, rock, stone, gravel, unused brick and block and concrete; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

**County.** The County of Pike, Commonwealth of Pennsylvania, solely and as supported by the Pike County Office of Community Planning.

**Department or PADEP.** Pennsylvania Department of Environmental Protection.

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

**Hazardous Waste.** A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) post a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as hazardous by any federal or state statute or regulation.

**Industrial Establishment.** An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

**Institutional Establishment.** An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools, correctional facilities and universities.

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

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

## APPENDIX B

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**Municipal Waste.** Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. Municipal waste includes construction/demolition waste, municipal sludges, asbestos, infectious/chemotherapeutic waste and incinerator ash residue. The term does not include source separated recyclable materials or material approved by PADEP for beneficial use.

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

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

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

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

**Permit.** A permit issued by PADEP, or a permit and/or license issued by a state and/or local regulatory agency, as required, to operate a Municipal Waste disposal or processing facility.

**Person.** Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

**Plan.** The County Municipal Waste Management Plan approved pursuant to Act 101.

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

**Resource Recovery Facility.** A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from municipal waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling municipal waste, or any source separation or collection center for composting leaf waste.

**Tipping Fee/Processing Fee.** The schedule of fees established by the Owner/Operator of a facility for accepting various types of solid waste for processing or disposal.

**Ton.** Two thousand (2,000) pounds.

**Transfer Station.** A facility which receives and processes or temporarily stores municipal or residual waste at a location other than the generation site, and which facilitates the transportation or transfer of municipal or residual waste to a processing or disposal facility. The term includes a facility that uses a method or technology to convert part or all of the waste materials for offsite reuse. The term does not include a collecting or processing center that is only for source separated recyclable materials,

including clear glass, colored glass, aluminum, steel and bimetallic cans, high grade office paper, newsprint, corrugated paper and plastics.

**Unacceptable Waste.** Material that by its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state or local law, or material that the Owner/Operator concludes requires special handling or endangers the landfill, public health or safety, or the environment.

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

## 2.2 OTHER WORDS, TERMS, PHRASES

Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore, if any, in Act 101 or the Pennsylvania Solid Waste Management Act or the regulations promulgated thereunder.

## Article 3. REPRESENTATIONS

### 3.1 REPRESENTATIONS OF COUNTY

The County represents and warrants that:

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

### 3.2 REPRESENTATIONS OF OWNER/OPERATOR

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

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency(ies).
- (b) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, or under the appropriate state regulatory agency(ies), and has the corporate power and authority to enter into and perform its obligations under this Agreement and each other agreement or instrument entered into or to be entered into under any provision of this Agreement.

## APPENDIX B

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- (c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.
- (d) This Agreement and each other agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by and delivered by the Owner/Operator, and will constitute a legal, valid and binding obligation.
- (e) The execution, delivery and performance hereof by the Owner/Operator: (i) has the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulation applicable to the Owner/Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.
- (f) This Agreement has been duly authorized, executed and delivered by the Owner/Operator, and constitutes a legal, valid and binding obligation of the Owner/Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.
- (g) There is no litigation or proceeding pending or, to the knowledge of the Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.
- (h) Except as disclosed within the Submittal Forms for Municipal Solid Waste Disposal Services contained in the County's solicitation attached hereto and incorporated herein by reference, the Owner/Operator is not a subsidiary of any Parent.

### **3.3 PARENT GUARANTEE**

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

### **3.4 DESIGNATION AS PROCESSING/DISPOSAL FACILITY**

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

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

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## **Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

### **4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

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

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

### **4.2 RELEASE FROM COMMITMENT**

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

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

## **Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE**

### **5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES**

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

## APPENDIX B

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Haulers delivering waste to the Owner/Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. The County or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Waste Haulers may use another certified scale of their choice, or the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. If none are available, estimated weights based on historic data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

### 5.2 RECEIVING TIME/HOURS OF OPERATION

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

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

(c) Upon request by the County, the Owner/Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

### 5.3 RIGHT TO REFUSE DELIVERY

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

(b) The Owner/Operator shall have the right and discretion to inspect any load entering the Owner/Operator's Facility and may refuse: (i) waste for which specific Regulatory Agency approval is required when approval has not been obtained prior to delivery; (ii) loads containing significant amounts of Hazardous Waste; or (iii) loads containing significant amounts of Unacceptable Waste including material banned from landfilling (e.g., loads comprised primarily of leaf waste, electronics, etc.). The Owner/Operator may refuse delivery of the entire load or only the portion that contains the unacceptable materials. The Owner/Operator shall notify Waste Haulers prior to initial waste delivery of the Owner/Operator's waste monitoring program and expected procedures and responsibilities under such program.

(c) The Owner/Operator's Facility may not reject a load of Acceptable Waste from the County. Reaching the average daily permitted capacity may not be used as a basis for rejecting County-generated loads of Acceptable Waste.

### 5.4 COMPLAINTS

The Owner/Operator shall receive and respond to all complaints from Waste Haulers regarding the acceptance of waste materials at the Owner/Operator's Facility. Any complaints received by the County will be directed to the Owner/Operator. In the event the Owner/Operator cannot

satisfactorily resolve a complaint within five (5) working days after the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

### **5.5 TITLE TO MUNICIPAL WASTE**

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

### **5.6 PERMITS**

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

## **Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS**

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

### **6.1 BASIC REPORTING REQUIREMENTS**

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

(b) Along with quarterly reports, the Owner/Operator shall provide: (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, and County regulations.

### **6.2 SPECIAL REPORTING REQUIREMENTS**

The Owner/Operator shall provide written notification to the County of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; and (iv) changes in ownership.

### **6.3 ADMINISTRATIVE INSPECTIONS**

Upon reasonable notice and during regular business hours, the County and its authorized representatives shall have access to the Owner/Operator's records pertaining to the quantities and

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sources of County-generated Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

### Article 7. TIPPING FEES AND OTHER CHARGES

#### 7.1 TIPPING FEES

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

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

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

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

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

### Article 8. IN-KIND SERVICES

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

### Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The County and Owner/Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement, to the extent such loss or damage is recovered under insurance policies.

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

## **Article 10. INDEMNIFICATION**

### **10.1 INDEMNIFICATION**

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

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

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

### **10.2 COOPERATION REGARDING CLAIMS**

If either the County or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by the County against the Owner/Operator pursuant to Article 10.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to, or to defend the party failing to give such notice against such claim, demand, action, suit or proceeding. The County and the Owner/Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit or proceeding and, in the case of a claim for indemnification pursuant to Article 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Owner/Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County and to propose, accept or reject offers of settlement.

## **Article 11. DISPUTES, DEFAULTS AND REMEDIES**

### **11.1 RESOLUTION OF DISPUTES**

In the event any claim, controversy or dispute arises between the County and the Owner/Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the

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Owner/Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Pike County, Pennsylvania, in equity or to law to litigate such disputes.

### 11.2 EVENTS OF DEFAULT BY COUNTY

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

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

### 11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR

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

### 11.4 FORCE MAJEURE

Neither the Owner/Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the Owner/Operator or the County and which the Owner/Operator or County was unable to avoid by exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the County within ten (10) working days after the occurrence of the event.

### 11.5 REMEDIES

- (a) The County and the Owner/Operator agree, except as provided in Article 11.5 (b) and (c) below, in the event of a default by either party under this Agreement, upon the right to recover damages or to be reimbursed for incremental costs associated with Waste Haulers redirecting loads of Municipal Waste to alternative facilities.
- (b) If, within a period of thirty (30) days after the County shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the County to the Owner/Operator.
- (c) If, within a period of thirty (30) days after the Owner/Operator shall have given written notice to the County that a default has occurred and is continuing, and specifying the nature of the default,

the County has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the County.

## **11.6 WAIVERS**

A waiver by either the County or Owner/Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective a waiver must be in writing and signed by the party granting such waiver.

## **Article 12. TERM AND TERMINATION**

### **12.1 EFFECTIVE DATE**

This Agreement shall become effective on January 1, 2020. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

### **12.2 TERM OF AGREEMENT**

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

### **12.3 EFFECT OF TERMINATION**

Upon the termination of this Agreement, the obligations of the County and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the County or Owner/Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

## **Article 13. MISCELLANEOUS**

### **13.1 ASSIGNMENT**

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

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance

## APPENDIX B

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of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service. The assignment or delegation of any Agreement duties will not relieve the Owner/Operator or its surety of any liability and/or obligation to perform.

### 13.2 NOTICES

Except under emergency circumstances all notices, demands, requests and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized carrier service, or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

County: Pike County  
Attn: Planning Director/Recycling Coordinator  
506 Broad Street  
Milford, PA 18337

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

### 13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the County and the Owner/Operator, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. The County and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties, or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

### 13.4 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the County and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or other appropriate actions, shall to the extent practicable in light of such determination, implement and give effect to the intentions of the County and Owner/Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

### 13.5 CHANGE OF OWNERSHIP

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

### **13.6 GOVERNING LAW**

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

### **13.7 JOINT AND SEVERABLE LIABILITY**

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

### **13.8 COUNTERPARTS**

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

### **13.9 NO CO-PARTNERSHIP OR AGENCY**

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to in any respect create or establish the relationship of co-partners between the County and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the County for any purpose whatsoever.

### **13.10 SECTION HEADINGS/REFERENCES**

The section headings and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections of this Agreement.

### **13.11 CONVENTIONS**

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending or replacing the statute referred to;
- (d) references to writing include printing, typing, lithography and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- (f) references to persons include their permitted successors and assigns; and
- (g) the term "including" shall mean including without limitation.

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13.12 NONDISCRIMINATION

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

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

COUNTY OF PIKE BOARD OF COMMISSIONERS

ATTEST:

  
\_\_\_\_\_  
Gary Orben, Chief Clerk

  
\_\_\_\_\_  
Matthew M. Osterberg, Chairman

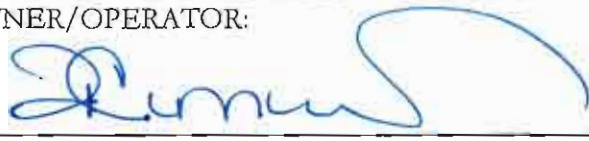
  
\_\_\_\_\_  
Ronald R. Schmalzle, Vice-Chairman

  
\_\_\_\_\_  
Steven R. Guccini, Commissioner

ATTEST:

  
\_\_\_\_\_

OWNER/OPERATOR:

By:   
\_\_\_\_\_

Appendix A, Submittal Forms

**Form A-3 (Attachment A-3.1)**  
**In-kind Services Clarifications – Alliance Sanitary Landfill**

**A. Form A-3 Clarifications**

This attachment clarifies the in-kind services offered by and to be provided by Waste Management, Inc., through its Alliance Sanitary Landfill to Pike County annually over the 10-year planning period of the Pike County Municipal Waste Management Plan. In-kind services shall be attached to the Disposal Capacity Agreements.

1. Alliance Landfill shall provide an annual free commitment of up to 100 tons, or a total free commitment of disposal of up to 1,000 tons of Pike County acceptable wastes over the 10-year period specified in the executed Disposal Capacity Agreements.
2. Acceptable wastes shall include non-hazardous municipal solid wastes originating from litter and illegal dump cleanup activities from within Pike County. Whitegoods/appliances without Freon are acceptable, and the whitegoods/appliance shall include a sticker or certificate verifying freon removal.
3. Electronic devices shall not be accepted, except for small incidental quantities of electronics mixed with other acceptable municipal solid waste.
4. Prior to delivery of any wastes qualifying under the in-kind services and program, a Pike County representative shall notify the disposal facility. Pike County may request weight receipts for donated tons in order to track quantities processed under the program.
5. Waste Management does not assume or donate waste hauling services under this arrangement.
6. Household hazardous wastes, sewage sludges, whole tires, electronics and asbestos are not accepted under the arrangement for donated disposal services.
7. Financial contributions that may support Pike County municipal waste management shall be considered by Waste Management on a case by case basis but are not guaranteed.
8. Upon request by Pike County, Waste Management shall provide recycling education assistance on specific education projects initiated by Carbon County during the 10-year planning period. Waste management shall establish the limits of the education support provided.

RAFAEL CARRASCO

Written Name of Authorized Representative



Signature of Authorized Representative

APPENDIX B

MUNICIPAL WASTE TRANSFER FACILITY AGREEMENT

COUNTY OF PIKE

THIS TRANSFER FACILITY AGREEMENT (Agreement) made this 2<sup>nd</sup> day of October, 2019, by and between the COUNTY OF PIKE, a political subdivision of the Commonwealth of Pennsylvania (County), and WASTE MANAGEMENT OF PENNSYLVANIA, INC. (Owner/Operator).

Article 1. BACKGROUND

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

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

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

Article 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS

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

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

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

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

**Alternative Facility.** Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during temporary or protracted cessation of operation at the facility.

**Commercial Establishment.** An establishment engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

**Construction/Demolition Waste (C/D).** Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete. The term also includes dredging waste. The term does not include the following if they are separate from other waste and are used as clean fill: (i) uncontaminated soil, rock, stone, gravel, unused brick and block and concrete; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

**County.** The County of Pike, Commonwealth of Pennsylvania, solely and as supported by the Pike County Office of Community Planning.

**Department or PADEP.** Pennsylvania Department of Environmental Protection.

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

**Hazardous Waste.** A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) post a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as hazardous by any federal or state statute or regulation.

**Industrial Establishment.** An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

**Institutional Establishment.** An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools, correctional facilities and universities.

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

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

**Municipal Waste.** Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility.

## APPENDIX B

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

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

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

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

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

**Permit.** A permit issued by PADEP, or a permit and/or license issued by a state and/or local regulatory agency, as required, to operate a Municipal Waste disposal or processing facility.

**Person.** Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

**Plan.** The County Municipal Waste Management Plan approved pursuant to Act 101.

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

**Resource Recovery Facility.** A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from municipal waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling municipal waste, or any source separation or collection center for composting leaf waste.

**Tipping Fee/Processing Fee.** The schedule of fees established by the Owner/Operator of a facility for accepting various types of solid waste for processing or disposal.

**Ton.** Two thousand (2,000) pounds.

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

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

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

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

## 2.2 OTHER WORDS, TERMS, PHRASES

Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore, if any, in Act 101 or the Pennsylvania Solid Waste Management Act or the regulations promulgated thereunder.

## Article 3. REPRESENTATIONS

### 3.1 REPRESENTATIONS OF COUNTY

The County represents and warrants that:

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

### 3.2 REPRESENTATIONS OF OWNER/OPERATOR

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

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency(ies).
- (b) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, or under the appropriate state regulatory agency(ies), and has the corporate power and authority to enter into and perform its obligations under this Agreement and each other agreement or instrument entered into or to be entered into under any provision of this Agreement.
- (c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.
- (d) This Agreement and each other agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by and delivered by the Owner/Operator, and will constitute a legal, valid and binding obligation.

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(e) The execution, delivery and performance hereof by the Owner/Operator: (i) has the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulation applicable to the Owner/Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.

(f) This Agreement has been duly authorized, executed and delivered by the Owner/Operator, and constitutes a legal, valid and binding obligation of the Owner/Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.

(g) There is no litigation or proceeding pending or, to the knowledge of the Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.

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

### **3.3 PARENT GUARANTEE**

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

### **3.4 DESIGNATION AS TRANSFER FACILITY**

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

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

## **Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

### **4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in **Appendix A, Submittal Forms including Attachment A-3.1:**

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

#### **4.2 RELEASE FROM COMMITMENT**

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

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

### **Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE**

#### **5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES**

- (a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.
- (b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. The County or a Waste Hauler may at all times have

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

### 5.2 RECEIVING TIME/HOURS OF OPERATION

- (a) The Owner/Operator's Facility shall be available to receive waste during the receiving times specified in Forms contained in Appendix A, attached hereto and incorporated herein by reference.
- (b) If the County or a Waste Hauler requests and the Owner/Operator agrees, a Waste Hauler may deliver waste at times in addition to the specified receiving times at a cost which may exceed the fees herein as mutually agreed upon by such Waste Hauler and the Owner/Operator.
- (c) Upon request by the County, the Owner/Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

### 5.3 RIGHT TO REFUSE DELIVERY

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

### 5.4 COMPLAINTS

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

## **5.5 TITLE TO MUNICIPAL WASTE**

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

## **5.6 PERMITS**

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

## **Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS**

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

### **6.1 BASIC REPORTING REQUIREMENTS**

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

(b) Along with quarterly reports, the Owner/Operator shall provide: (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, and County regulations.

### **6.2 SPECIAL REPORTING REQUIREMENTS**

The Owner/Operator shall provide written notification to the County of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; and (iv) changes in ownership.

### **6.3 ADMINISTRATIVE INSPECTIONS**

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

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### Article 7. TIPPING FEES AND OTHER CHARGES

#### 7.1 TIPPING FEES

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

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

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

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

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

### Article 8. IN-KIND SERVICES

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

### Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The County and Owner/Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement, to the extent such loss or damage is recovered under insurance policies.

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

## **Article 10. INDEMNIFICATION**

### **10.1 INDEMNIFICATION**

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

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

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

### **10.2 COOPERATION REGARDING CLAIMS**

If either the County or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by the County against the Owner/Operator pursuant to Article 10.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to, or to defend the party failing to give such notice against such claim, demand, action, suit or proceeding. The County and the Owner/Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit or proceeding and, in the case of a claim for indemnification pursuant to Article 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Owner/Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County and to propose, accept or reject offers of settlement.

## **Article 11. DISPUTES, DEFAULTS AND REMEDIES**

### **11.1 RESOLUTION OF DISPUTES**

In the event any claim, controversy or dispute arises between the County and the Owner/Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the

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Owner/Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Pike County, Pennsylvania, in equity or to law to litigate such disputes.

### **11.2 EVENTS OF DEFAULT BY COUNTY**

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

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

### **11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR**

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

### **11.4 FORCE MAJEURE**

Neither the Owner/Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the Owner/Operator or the County and which the Owner/Operator or County was unable to avoid by exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the County within ten (10) working days after the occurrence of the event.

### **11.5 REMEDIES**

- (a) The County and the Owner/Operator agree, except as provided in Article 11.5 (b) and (c) below, in the event of a default by either party under this Agreement, upon the right to recover damages or to be reimbursed for incremental costs associated with Waste Haulers redirecting loads of Municipal Waste to alternative facilities.
- (b) If, within a period of thirty (30) days after the County shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the County to the Owner/Operator.
- (c) If, within a period of thirty (30) days after the Owner/Operator shall have given written notice to the County that a default has occurred and is continuing, and specifying the nature of the default,

the County has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the County.

## **11.6 WAIVERS**

A waiver by either the County or Owner/Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective a waiver must be in writing and signed by the party granting such waiver.

## **Article 12. TERM AND TERMINATION**

### **12.1 EFFECTIVE DATE**

This Agreement shall become effective on January 1, 2020. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

### **12.2 TERM OF AGREEMENT**

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

### **12.3 EFFECT OF TERMINATION**

Upon the termination of this Agreement, the obligations of the County and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the County or Owner/Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

## **Article 13. MISCELLANEOUS**

### **13.1 ASSIGNMENT**

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

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance

## APPENDIX B

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of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service. The assignment or delegation of any Agreement duties will not relieve the Owner/Operator or its surety of any liability and/or obligation to perform.

### 13.2 NOTICES

Except under emergency circumstances all notices, demands, requests and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized carrier service, or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

County: Pike County  
Attn: Planning Director/Recycling Coordinator  
506 Broad Street  
Milford, PA 18337

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

### 13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the County and the Owner/Operator, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. The County and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties, or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

### 13.4 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the County and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or other appropriate actions, shall to the extent practicable in light of such determination, implement and give effect to the intentions of the County and Owner/Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

### 13.5 CHANGE OF OWNERSHIP

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

### **13.6 GOVERNING LAW**

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

### **13.7 JOINT AND SEVERABLE LIABILITY**

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

### **13.8 COUNTERPARTS**

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

### **13.9 NO CO-PARTNERSHIP OR AGENCY**

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to in any respect create or establish the relationship of co-partners between the County and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the County for any purpose whatsoever.

### **13.10 SECTION HEADINGS/REFERENCES**

The section headings and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections of this Agreement.

### **13.11 CONVENTIONS**

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending or replacing the statute referred to;
- (d) references to writing include printing, typing, lithography and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- (f) references to persons include their permitted successors and assigns; and
- (g) the term "including" shall mean including without limitation.

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### 13.12 NONDISCRIMINATION

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

APPENDIX B

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

COUNTY OF PIKE BOARD OF COMMISSIONERS

ATTEST:

  
\_\_\_\_\_  
Gary Orben, Chief Clerk

  
\_\_\_\_\_  
Matthew M. Osterberg, Chairman


  
\_\_\_\_\_  
Ronald R. Schmalzle, Vice-Chairman

  
\_\_\_\_\_  
Steven R. Guccini, Commissioner

ATTEST:

  
\_\_\_\_\_

OWNER/OPERATOR:

By:   
\_\_\_\_\_

Appendix A, Submittal Forms

**Form A-3 (Attachment A-3.1)**  
**In-kind Services Clarifications – Beach Lake Transfer Station**

**A. Form A-3 Clarifications**

This attachment clarifies the in-kind services offered by and to be provided by Waste Management, Inc., through its Beach Lake Transfer Station to Pike County annually over the 10-year planning period corresponding to the Pike County Municipal Waste Management Plan. In-kind services shall be attached to the Transfer Facility Agreement.

1. Beach Lake Transfer Station shall provide an annual free commitment of up to 50 tons, or a total free commitment of disposal of up to 5,000 tons of Pike County acceptable wastes over the 10-year period specified in the executed Transfer Facility Agreement.
2. Acceptable wastes shall include non-hazardous municipal solid wastes originating from litter and illegal dump cleanup activities from within Pike County. Whitegoods/appliances without Freon are acceptable, and the whitegoods/appliance shall include a sticker or certificate verifying freon removal.
3. Electronic devices shall not be accepted, except for small incidental quantities of electronics mixed with other acceptable municipal solid waste.
4. Prior to delivery of any wastes qualifying under the in-kind services and program, a Pike County representative shall notify the disposal facility. Pike County may request weight receipts for donated tons in order to track quantities processed under the program.
5. Waste Management does not assume or donate waste hauling services under this arrangement.
6. Household hazardous wastes, sewage sludges, whole tires, electronics and asbestos are not accepted under the arrangement for donated disposal services.
7. Financial contributions that may support Pike County municipal waste management shall be considered by Waste Management on a case by case basis but are not guaranteed.
8. Upon request by Pike County, Waste Management shall provide recycling education assistance on specific education projects initiated by Carbon County during the 10-year planning period. Waste management shall establish the limits of the education support provided.

RAFAEL CARRASCO

Written Name of Authorized Representative



Signature of Authorized Representative

APPENDIX B

MUNICIPAL WASTE TRANSFER FACILITY AGREEMENT

COUNTY OF PIKE

THIS TRANSFER FACILITY AGREEMENT (Agreement) made this 2nd day of October, 2019, by and between the COUNTY OF PIKE, a political subdivision of the Commonwealth of Pennsylvania (County), and WASTE MANAGEMENT OF PENNSYLVANIA, INC. (Owner/Operator).

Article 1. BACKGROUND

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

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

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

Article 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS

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

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

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

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

**Alternative Facility.** Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during temporary or protracted cessation of operation at the facility.

**Commercial Establishment.** An establishment engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

**Construction/Demolition Waste (C/D).** Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete. The term also includes dredging waste. The term does not include the following if they are separate from other waste and are used as clean fill: (i) uncontaminated soil, rock, stone, gravel, unused brick and block and concrete; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

**County.** The County of Pike, Commonwealth of Pennsylvania, solely and as supported by the Pike County Office of Community Planning.

**Department or PADEP.** Pennsylvania Department of Environmental Protection.

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

**Hazardous Waste.** A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) post a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as hazardous by any federal or state statute or regulation.

**Industrial Establishment.** An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

**Institutional Establishment.** An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools, correctional facilities and universities.

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

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

**Municipal Waste.** Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility.

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

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

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

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

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

**Permit.** A permit issued by PADEP, or a permit and/or license issued by a state and/or local regulatory agency, as required, to operate a Municipal Waste disposal or processing facility.

**Person.** Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

**Plan.** The County Municipal Waste Management Plan approved pursuant to Act 101.

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

**Resource Recovery Facility.** A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from municipal waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling municipal waste, or any source separation or collection center for composting leaf waste.

**Tipping Fee/Processing Fee.** The schedule of fees established by the Owner/Operator of a facility for accepting various types of solid waste for processing or disposal.

**Ton.** Two thousand (2,000) pounds.

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

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

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

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

## 2.2 OTHER WORDS, TERMS, PHRASES

Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore, if any, in Act 101 or the Pennsylvania Solid Waste Management Act or the regulations promulgated thereunder.

## Article 3. REPRESENTATIONS

### 3.1 REPRESENTATIONS OF COUNTY

The County represents and warrants that:

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

### 3.2 REPRESENTATIONS OF OWNER/OPERATOR

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

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency(ies).
- (b) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, or under the appropriate state regulatory agency(ies), and has the corporate power and authority to enter into and perform its obligations under this Agreement and each other agreement or instrument entered into or to be entered into under any provision of this Agreement.
- (c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.
- (d) This Agreement and each other agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by and delivered by the Owner/Operator, and will constitute a legal, valid and binding obligation.

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(e) The execution, delivery and performance hereof by the Owner/Operator: (i) has the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulation applicable to the Owner/Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.

(f) This Agreement has been duly authorized, executed and delivered by the Owner/Operator, and constitutes a legal, valid and binding obligation of the Owner/Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.

(g) There is no litigation or proceeding pending or, to the knowledge of the Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.

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

### **3.3 PARENT GUARANTEE**

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

### **3.4 DESIGNATION AS TRANSFER FACILITY**

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

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

## **Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

### **4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in **Appendix A, Submittal Forms including Attachment A-3.1:**

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

#### **4.2 RELEASE FROM COMMITMENT**

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

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

### **Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE**

#### **5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES**

- (a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.
- (b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. The County or a Waste Hauler may at all times have

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

### 5.2 RECEIVING TIME/HOURS OF OPERATION

- (a) The Owner/Operator's Facility shall be available to receive waste during the receiving times specified in Forms contained in Appendix A, attached hereto and incorporated herein by reference.
- (b) If the County or a Waste Hauler requests and the Owner/Operator agrees, a Waste Hauler may deliver waste at times in addition to the specified receiving times at a cost which may exceed the fees herein as mutually agreed upon by such Waste Hauler and the Owner/Operator.
- (c) Upon request by the County, the Owner/Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

### 5.3 RIGHT TO REFUSE DELIVERY

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

### 5.4 COMPLAINTS

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

## **5.5 TITLE TO MUNICIPAL WASTE**

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

## **5.6 PERMITS**

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

## **Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS**

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

### **6.1 BASIC REPORTING REQUIREMENTS**

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

(b) Along with quarterly reports, the Owner/Operator shall provide: (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, and County regulations.

### **6.2 SPECIAL REPORTING REQUIREMENTS**

The Owner/Operator shall provide written notification to the County of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; and (iv) changes in ownership.

### **6.3 ADMINISTRATIVE INSPECTIONS**

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

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### Article 7. TIPPING FEES AND OTHER CHARGES

#### 7.1 TIPPING FEES

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

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

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

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

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

### Article 8. IN-KIND SERVICES

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

### Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The County and Owner/Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement, to the extent such loss or damage is recovered under insurance policies.

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

## **Article 10. INDEMNIFICATION**

### **10.1 INDEMNIFICATION**

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

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

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

### **10.2 COOPERATION REGARDING CLAIMS**

If either the County or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by the County against the Owner/Operator pursuant to Article 10.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to, or to defend the party failing to give such notice against such claim, demand, action, suit or proceeding. The County and the Owner/Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit or proceeding and, in the case of a claim for indemnification pursuant to Article 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Owner/Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County and to propose, accept or reject offers of settlement.

## **Article 11. DISPUTES, DEFAULTS AND REMEDIES**

### **11.1 RESOLUTION OF DISPUTES**

In the event any claim, controversy or dispute arises between the County and the Owner/Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the

## APPENDIX B

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Owner/Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Pike County, Pennsylvania, in equity or to law to litigate such disputes.

### **11.2 EVENTS OF DEFAULT BY COUNTY**

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

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

### **11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR**

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

### **11.4 FORCE MAJEURE**

Neither the Owner/Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the Owner/Operator or the County and which the Owner/Operator or County was unable to avoid by exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the County within ten (10) working days after the occurrence of the event.

### **11.5 REMEDIES**

- (a) The County and the Owner/Operator agree, except as provided in Article 11.5 (b) and (c) below, in the event of a default by either party under this Agreement, upon the right to recover damages or to be reimbursed for incremental costs associated with Waste Haulers redirecting loads of Municipal Waste to alternative facilities.
- (b) If, within a period of thirty (30) days after the County shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the County to the Owner/Operator.
- (c) If, within a period of thirty (30) days after the Owner/Operator shall have given written notice to the County that a default has occurred and is continuing, and specifying the nature of the default,

the County has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the County.

## **11.6 WAIVERS**

A waiver by either the County or Owner/Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective a waiver must be in writing and signed by the party granting such waiver.

## **Article 12. TERM AND TERMINATION**

### **12.1 EFFECTIVE DATE**

This Agreement shall become effective on January 1, 2020. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

### **12.2 TERM OF AGREEMENT**

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

### **12.3 EFFECT OF TERMINATION**

Upon the termination of this Agreement, the obligations of the County and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the County or Owner/Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

## **Article 13. MISCELLANEOUS**

### **13.1 ASSIGNMENT**

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

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance

## APPENDIX B

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of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service. The assignment or delegation of any Agreement duties will not relieve the Owner/Operator or its surety of any liability and/or obligation to perform.

### 13.2 NOTICES

Except under emergency circumstances all notices, demands, requests and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized carrier service, or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

County: Pike County  
Attn: Planning Director/Recycling Coordinator  
506 Broad Street  
Milford, PA 18337

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

### 13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the County and the Owner/Operator, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. The County and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties, or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

### 13.4 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the County and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or other appropriate actions, shall to the extent practicable in light of such determination, implement and give effect to the intentions of the County and Owner/Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

### 13.5 CHANGE OF OWNERSHIP

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

### **13.6 GOVERNING LAW**

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

### **13.7 JOINT AND SEVERABLE LIABILITY**

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

### **13.8 COUNTERPARTS**

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

### **13.9 NO CO-PARTNERSHIP OR AGENCY**

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to in any respect create or establish the relationship of co-partners between the County and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the County for any purpose whatsoever.

### **13.10 SECTION HEADINGS/REFERENCES**

The section headings and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections of this Agreement.

### **13.11 CONVENTIONS**

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending or replacing the statute referred to;
- (d) references to writing include printing, typing, lithography and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- (f) references to persons include their permitted successors and assigns; and
- (g) the term "including" shall mean including without limitation.

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### 13.12 NONDISCRIMINATION

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

APPENDIX B

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

COUNTY OF PIKE BOARD OF COMMISSIONERS

ATTEST:

  
\_\_\_\_\_  
Gary Orben, Chief Clerk

  
\_\_\_\_\_  
Matthew M. Osterberg, Chairman


  
\_\_\_\_\_  
Ronald R. Schmalzle, Vice-Chairman

  
\_\_\_\_\_  
Steven R. Guccini, Commissioner

ATTEST:

  
\_\_\_\_\_

OWNER/OPERATOR:

By:   
\_\_\_\_\_

Appendix A, Submittal Forms

**Form A-3 (Attachment A-3.1)**  
**In-kind Services Clarifications – Beach Lake Transfer Station**

**A. Form A-3 Clarifications**

This attachment clarifies the in-kind services offered by and to be provided by Waste Management, Inc., through its Beach Lake Transfer Station to Pike County annually over the 10-year planning period corresponding to the Pike County Municipal Waste Management Plan. In-kind services shall be attached to the Transfer Facility Agreement.

1. Beach Lake Transfer Station shall provide an annual free commitment of up to 50 tons, or a total free commitment of disposal of up to 5,000 tons of Pike County acceptable wastes over the 10-year period specified in the executed Transfer Facility Agreement.
2. Acceptable wastes shall include non-hazardous municipal solid wastes originating from litter and illegal dump cleanup activities from within Pike County. Whitegoods/appliances without Freon are acceptable, and the whitegoods/appliance shall include a sticker or certificate verifying freon removal.
3. Electronic devices shall not be accepted, except for small incidental quantities of electronics mixed with other acceptable municipal solid waste.
4. Prior to delivery of any wastes qualifying under the in-kind services and program, a Pike County representative shall notify the disposal facility. Pike County may request weight receipts for donated tons in order to track quantities processed under the program.
5. Waste Management does not assume or donate waste hauling services under this arrangement.
6. Household hazardous wastes, sewage sludges, whole tires, electronics and asbestos are not accepted under the arrangement for donated disposal services.
7. Financial contributions that may support Pike County municipal waste management shall be considered by Waste Management on a case by case basis but are not guaranteed.
8. Upon request by Pike County, Waste Management shall provide recycling education assistance on specific education projects initiated by Carbon County during the 10-year planning period. Waste management shall establish the limits of the education support provided.

RAFAEL CARRASCO

Written Name of Authorized Representative



Signature of Authorized Representative

## APPENDIX B

### MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT

#### COUNTY OF PIKE

THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this 2<sup>nd</sup> day of October, 2019, by and between the COUNTY OF PIKE, a political subdivision of the Commonwealth of Pennsylvania (County), and Commonwealth Environmental Systems, L.P. (Owner/Operator).

#### Article 1. BACKGROUND

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

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

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

#### Article 2. DEFINITIONS AND TERMS

##### 2.1 DEFINITIONS

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

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

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

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

**Alternative Facility.** Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during temporary or protracted cessation of operation at the facility.

**Commercial Establishment.** An establishment engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

**Construction/Demolition Waste (C/D).** Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete. The term also includes dredging waste. The term does not include the following if they are separate from other waste and are used as clean fill: (i) uncontaminated soil, rock, stone, gravel, unused brick and block and concrete; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

**County.** The County of Pike, Commonwealth of Pennsylvania, solely and as supported by the Pike County Office of Community Planning.

**Department or PADEP.** Pennsylvania Department of Environmental Protection.

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

**Hazardous Waste.** A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) post a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as hazardous by any federal or state statute or regulation.

**Industrial Establishment.** An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

**Institutional Establishment.** An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools, correctional facilities and universities.

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

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

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**Municipal Waste.** Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. Municipal waste includes construction/demolition waste, municipal sludges, asbestos, infectious/chemotherapeutic waste and incinerator ash residue. The term does not include source separated recyclable materials or material approved by PADEP for beneficial use.

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

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

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

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

**Permit.** A permit issued by PADEP, or a permit and/or license issued by a state and/or local regulatory agency, as required, to operate a Municipal Waste disposal or processing facility.

**Person.** Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

**Plan.** The County Municipal Waste Management Plan approved pursuant to Act 101.

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

**Resource Recovery Facility.** A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from municipal waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling municipal waste, or any source separation or collection center for composting leaf waste.

**Tipping Fee/Processing Fee.** The schedule of fees established by the Owner/Operator of a facility for accepting various types of solid waste for processing or disposal.

**Ton.** Two thousand (2,000) pounds.

**Transfer Station.** A facility which receives and processes or temporarily stores municipal or residual waste at a location other than the generation site, and which facilitates the transportation or transfer of municipal or residual waste to a processing or disposal facility. The term includes a facility that uses a method or technology to convert part or all of the waste materials for offsite reuse. The term does not include a collecting or processing center that is only for source separated recyclable materials,

including clear glass, colored glass, aluminum, steel and bimetallic cans, high grade office paper, newsprint, corrugated paper and plastics.

**Unacceptable Waste.** Material that by its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state or local law, or material that the Owner/Operator concludes requires special handling or endangers the landfill, public health or safety, or the environment.

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

## 2.2 OTHER WORDS, TERMS, PHRASES

Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore, if any, in Act 101 or the Pennsylvania Solid Waste Management Act or the regulations promulgated thereunder.

## Article 3. REPRESENTATIONS

### 3.1 REPRESENTATIONS OF COUNTY

The County represents and warrants that:

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

### 3.2 REPRESENTATIONS OF OWNER/OPERATOR

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

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency(ies).
- (b) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, or under the appropriate state regulatory agency(ies), and has the corporate power and authority to enter into and perform its obligations under this Agreement and each other agreement or instrument entered into or to be entered into under any provision of this Agreement.

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- (c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.
- (d) This Agreement and each other agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by and delivered by the Owner/Operator, and will constitute a legal, valid and binding obligation.
- (e) The execution, delivery and performance hereof by the Owner/Operator: (i) has the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulation applicable to the Owner/Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.
- (f) This Agreement has been duly authorized, executed and delivered by the Owner/Operator, and constitutes a legal, valid and binding obligation of the Owner/Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.
- (g) There is no litigation or proceeding pending or, to the knowledge of the Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.
- (h) Except as disclosed within the Submittal Forms for Municipal Solid Waste Disposal Services contained in the County's solicitation attached hereto and incorporated herein by reference, the Owner/Operator is not a subsidiary of any Parent.

### **3.3 PARENT GUARANTEE**

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

### **3.4 DESIGNATION AS PROCESSING/DISPOSAL FACILITY**

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

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

## **Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

### **4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

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

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

### **4.2 RELEASE FROM COMMITMENT**

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

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

## **Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE**

### **5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES**

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

## APPENDIX B

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Haulers delivering waste to the Owner/Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. The County or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Waste Haulers may use another certified scale of their choice, or the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. If none are available, estimated weights based on historic data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

### 5.2 RECEIVING TIME/HOURS OF OPERATION

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

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

(c) Upon request by the County, the Owner/Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

### 5.3 RIGHT TO REFUSE DELIVERY

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

(b) The Owner/Operator shall have the right and discretion to inspect any load entering the Owner/Operator's Facility and may refuse: (i) waste for which specific Regulatory Agency approval is required when approval has not been obtained prior to delivery; (ii) loads containing significant amounts of Hazardous Waste; or (iii) loads containing significant amounts of Unacceptable Waste including material banned from landfilling (e.g., loads comprised primarily of leaf waste, electronics, etc.). The Owner/Operator may refuse delivery of the entire load or only the portion that contains the unacceptable materials. The Owner/Operator shall notify Waste Haulers prior to initial waste delivery of the Owner/Operator's waste monitoring program and expected procedures and responsibilities under such program.

(c) The Owner/Operator's Facility may not reject a load of Acceptable Waste from the County. Reaching the average daily permitted capacity may not be used as a basis for rejecting County-generated loads of Acceptable Waste.

### 5.4 COMPLAINTS

The Owner/Operator shall receive and respond to all complaints from Waste Haulers regarding the acceptance of waste materials at the Owner/Operator's Facility. Any complaints received by the County will be directed to the Owner/Operator. In the event the Owner/Operator cannot

satisfactorily resolve a complaint within five (5) working days after the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

### **5.5 TITLE TO MUNICIPAL WASTE**

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

### **5.6 PERMITS**

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

## **Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS**

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

### **6.1 BASIC REPORTING REQUIREMENTS**

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

(b) Along with quarterly reports, the Owner/Operator shall provide: (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, and County regulations.

### **6.2 SPECIAL REPORTING REQUIREMENTS**

The Owner/Operator shall provide written notification to the County of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; and (iv) changes in ownership.

### **6.3 ADMINISTRATIVE INSPECTIONS**

Upon reasonable notice and during regular business hours, the County and its authorized representatives shall have access to the Owner/Operator's records pertaining to the quantities and

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sources of County-generated Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

### **Article 7. TIPPING FEES AND OTHER CHARGES**

#### **7.1 TIPPING FEES**

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

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

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

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

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

### **Article 8. IN-KIND SERVICES**

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

### **Article 9. INSURANCE**

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The County and Owner/Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement, to the extent such loss or damage is recovered under insurance policies.

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

## **Article 10. INDEMNIFICATION**

### **10.1 INDEMNIFICATION**

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

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

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

### **10.2 COOPERATION REGARDING CLAIMS**

If either the County or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by the County against the Owner/Operator pursuant to Article 10.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to, or to defend the party failing to give such notice against such claim, demand, action, suit or proceeding. The County and the Owner/Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit or proceeding and, in the case of a claim for indemnification pursuant to Article 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Owner/Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County and to propose, accept or reject offers of settlement.

## **Article 11. DISPUTES, DEFAULTS AND REMEDIES**

### **11.1 RESOLUTION OF DISPUTES**

In the event any claim, controversy or dispute arises between the County and the Owner/Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the

## APPENDIX B

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Owner/Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Pike County, Pennsylvania, in equity or to law to litigate such disputes.

### 11.2 EVENTS OF DEFAULT BY COUNTY

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

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

### 11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR

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

### 11.4 FORCE MAJEURE

Neither the Owner/Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the Owner/Operator or the County and which the Owner/Operator or County was unable to avoid by exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the County within ten (10) working days after the occurrence of the event.

### 11.5 REMEDIES

- (a) The County and the Owner/Operator agree, except as provided in Article 11.5 (b) and (c) below, in the event of a default by either party under this Agreement, upon the right to recover damages or to be reimbursed for incremental costs associated with Waste Haulers redirecting loads of Municipal Waste to alternative facilities.
- (b) If, within a period of thirty (30) days after the County shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the County to the Owner/Operator.
- (c) If, within a period of thirty (30) days after the Owner/Operator shall have given written notice to the County that a default has occurred and is continuing, and specifying the nature of the default,

the County has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the County.

## **11.6 WAIVERS**

A waiver by either the County or Owner/Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective a waiver must be in writing and signed by the party granting such waiver.

## **Article 12. TERM AND TERMINATION**

### **12.1 EFFECTIVE DATE**

This Agreement shall become effective on January 1, 2020. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

### **12.2 TERM OF AGREEMENT**

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

### **12.3 EFFECT OF TERMINATION**

Upon the termination of this Agreement, the obligations of the County and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the County or Owner/Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

## **Article 13. MISCELLANEOUS**

### **13.1 ASSIGNMENT**

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

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance

## APPENDIX B

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of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service. The assignment or delegation of any Agreement duties will not relieve the Owner/Operator or its surety of any liability and/or obligation to perform.

### 13.2 NOTICES

Except under emergency circumstances all notices, demands, requests and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized carrier service, or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

County: Pike County  
Attn: Planning Director/Recycling Coordinator  
506 Broad Street  
Milford, PA 18337

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

### 13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the County and the Owner/Operator, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. The County and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties, or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

### 13.4 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the County and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or other appropriate actions, shall to the extent practicable in light of such determination, implement and give effect to the intentions of the County and Owner/Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

### 13.5 CHANGE OF OWNERSHIP

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

### **13.6 GOVERNING LAW**

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

### **13.7 JOINT AND SEVERABLE LIABILITY**

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

### **13.8 COUNTERPARTS**

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

### **13.9 NO CO-PARTNERSHIP OR AGENCY**

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to in any respect create or establish the relationship of co-partners between the County and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the County for any purpose whatsoever.

### **13.10 SECTION HEADINGS/REFERENCES**

The section headings and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections of this Agreement.

### **13.11 CONVENTIONS**

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending or replacing the statute referred to;
- (d) references to writing include printing, typing, lithography and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- (f) references to persons include their permitted successors and assigns; and
- (g) the term "including" shall mean including without limitation.

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13.12 NONDISCRIMINATION

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

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

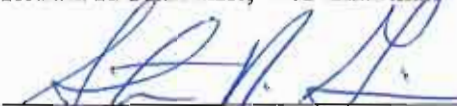
COUNTY OF PIKE BOARD OF COMMISSIONERS

ATTEST:

  
\_\_\_\_\_  
Gary Orben, Chief Clerk


  
\_\_\_\_\_  
Matthew M. Osterberg, Chairman

  
\_\_\_\_\_  
Ronald R. Schmalzle, Vice-Chairman

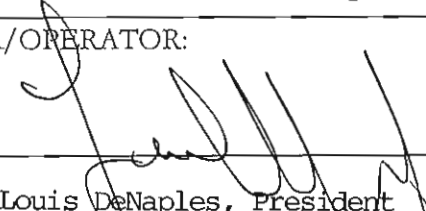
  
\_\_\_\_\_  
Steven R. Guccini, Commissioner

Commonwealth Environmental Systems, L.P.

ATTEST:

  
\_\_\_\_\_  
Dominick DeNaples  
Secretary/Treasurer  
L&D Management Inc., its  
General Partner

OWNER/OPERATOR:

By:   
\_\_\_\_\_  
Louis DeNaples, President  
L&D Management Inc. its General Partner

Appendix A, Submittal Forms

Form A-3 (Attachment A-3.1)

In-kind Services Clarifications – Commonwealth Environmental Systems

DRAFT

A. Form A-3 Clarifications

This attachment clarifies the in-kind services offered by and to be provided by Commonwealth Environmental System, L.P. (referred to as CES) to Pike County annually over the 10-year planning period corresponding to the Pike County Municipal Waste Management Plan. In-kind services shall be attached to the Disposal Capacity Agreements.

1. CES shall provide an annual free commitment of up to 60 tons, or a total free commitment of disposal of up to 600 tons over the 10-year period specified in the executed Disposal Capacity Agreements.
2. Acceptable wastes include any combination of non-hazardous illegally dumped wastes, bulk items, and residential C&D originating from Pike County and deemed acceptable.
3. CES will not accept tires, electronics, liquid or household hazardous wastes.
4. Prior to delivery of any wastes qualifying under the in-kind services and program, a Pike County representative shall notify the disposal facility. Pike County may request weight receipts for donated tons in order to track quantities processed under the program.

Don O'Brien, Business Manager  
Written Name of Authorized Representative

Don O'Brien  
Signature of Authorized Representative

APPENDIX B

MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT

COUNTY OF PIKE

THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this 2<sup>nd</sup> day of October, 2019, by and between the COUNTY OF PIKE, a political subdivision of the Commonwealth of Pennsylvania (County), and

GRAND CENTRAL SOLIDARY (Owner/Operator).  
LANDFILL, INC.

Article 1. BACKGROUND

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

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

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

Article 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS

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

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

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

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

**Alternative Facility.** Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during temporary or protracted cessation of operation at the facility.

**Commercial Establishment.** An establishment engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

**Construction/Demolition Waste (C/D).** Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete. The term also includes dredging waste. The term does not include the following if they are separate from other waste and are used as clean fill: (i) uncontaminated soil, rock, stone, gravel, unused brick and block and concrete; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

**County.** The County of Pike, Commonwealth of Pennsylvania, solely and as supported by the Pike County Office of Community Planning.

**Department or PADEP.** Pennsylvania Department of Environmental Protection.

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

**Hazardous Waste.** A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) post a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as hazardous by any federal or state statute or regulation.

**Industrial Establishment.** An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

**Institutional Establishment.** An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools, correctional facilities and universities.

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

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

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**Municipal Waste.** Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. Municipal waste includes construction/demolition waste, municipal sludges, asbestos, infectious/chemotherapeutic waste and incinerator ash residue. The term does not include source separated recyclable materials or material approved by PADEP for beneficial use.

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

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

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

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

**Permit.** A permit issued by PADEP, or a permit and/or license issued by a state and/or local regulatory agency, as required, to operate a Municipal Waste disposal or processing facility.

**Person.** Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

**Plan.** The County Municipal Waste Management Plan approved pursuant to Act 101.

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

**Resource Recovery Facility.** A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from municipal waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling municipal waste, or any source separation or collection center for composting leaf waste.

**Tipping Fee/Processing Fee.** The schedule of fees established by the Owner/Operator of a facility for accepting various types of solid waste for processing or disposal.

**Ton.** Two thousand (2,000) pounds.

**Transfer Station.** A facility which receives and processes or temporarily stores municipal or residual waste at a location other than the generation site, and which facilitates the transportation or transfer of municipal or residual waste to a processing or disposal facility. The term includes a facility that uses a method or technology to convert part or all of the waste materials for offsite reuse. The term does not include a collecting or processing center that is only for source separated recyclable materials,

including clear glass, colored glass, aluminum, steel and bimetallic cans, high grade office paper, newsprint, corrugated paper and plastics.

**Unacceptable Waste.** Material that by its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state or local law, or material that the Owner/Operator concludes requires special handling or endangers the landfill, public health or safety, or the environment.

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

## 2.2 OTHER WORDS, TERMS, PHRASES

Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore, if any, in Act 101 or the Pennsylvania Solid Waste Management Act or the regulations promulgated thereunder.

## Article 3. REPRESENTATIONS

### 3.1 REPRESENTATIONS OF COUNTY

The County represents and warrants that:

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

### 3.2 REPRESENTATIONS OF OWNER/OPERATOR

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

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency(ies).
- (b) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, or under the appropriate state regulatory agency(ies), and has the corporate power and authority to enter into and perform its obligations under this Agreement and each other agreement or instrument entered into or to be entered into under any provision of this Agreement.

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- (c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.
- (d) This Agreement and each other agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by and delivered by the Owner/Operator, and will constitute a legal, valid and binding obligation.
- (e) The execution, delivery and performance hereof by the Owner/Operator: (i) has the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulation applicable to the Owner/Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.
- (f) This Agreement has been duly authorized, executed and delivered by the Owner/Operator, and constitutes a legal, valid and binding obligation of the Owner/Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.
- (g) There is no litigation or proceeding pending or, to the knowledge of the Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.
- (h) Except as disclosed within the Submittal Forms for Municipal Solid Waste Disposal Services contained in the County's solicitation attached hereto and incorporated herein by reference, the Owner/Operator is not a subsidiary of any Parent.

### **3.3 PARENT GUARANTEE**

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

### **3.4 DESIGNATION AS PROCESSING/DISPOSAL FACILITY**

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

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

## **Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

### **4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

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

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

### **4.2 RELEASE FROM COMMITMENT**

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

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

## **Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE**

### **5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES**

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

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Haulers delivering waste to the Owner/Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. The County or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Waste Haulers may use another certified scale of their choice, or the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. If none are available, estimated weights based on historic data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

### 5.2 RECEIVING TIME/HOURS OF OPERATION

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

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

(c) Upon request by the County, the Owner/Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

### 5.3 RIGHT TO REFUSE DELIVERY

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

(b) The Owner/Operator shall have the right and discretion to inspect any load entering the Owner/Operator's Facility and may refuse: (i) waste for which specific Regulatory Agency approval is required when approval has not been obtained prior to delivery; (ii) loads containing significant amounts of Hazardous Waste; or (iii) loads containing significant amounts of Unacceptable Waste including material banned from landfilling (e.g., loads comprised primarily of leaf waste, electronics, etc.). The Owner/Operator may refuse delivery of the entire load or only the portion that contains the unacceptable materials. The Owner/Operator shall notify Waste Haulers prior to initial waste delivery of the Owner/Operator's waste monitoring program and expected procedures and responsibilities under such program.

(c) The Owner/Operator's Facility may not reject a load of Acceptable Waste from the County. Reaching the average daily permitted capacity may not be used as a basis for rejecting County-generated loads of Acceptable Waste.

### 5.4 COMPLAINTS

The Owner/Operator shall receive and respond to all complaints from Waste Haulers regarding the acceptance of waste materials at the Owner/Operator's Facility. Any complaints received by the County will be directed to the Owner/Operator. In the event the Owner/Operator cannot

satisfactorily resolve a complaint within five (5) working days after the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

### **5.5 TITLE TO MUNICIPAL WASTE**

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

### **5.6 PERMITS**

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

## **Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS**

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

### **6.1 BASIC REPORTING REQUIREMENTS**

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

(b) Along with quarterly reports, the Owner/Operator shall provide: (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, and County regulations.

### **6.2 SPECIAL REPORTING REQUIREMENTS**

The Owner/Operator shall provide written notification to the County of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; and (iv) changes in ownership.

### **6.3 ADMINISTRATIVE INSPECTIONS**

Upon reasonable notice and during regular business hours, the County and its authorized representatives shall have access to the Owner/Operator's records pertaining to the quantities and

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sources of County-generated Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

### Article 7. TIPPING FEES AND OTHER CHARGES

#### 7.1 TIPPING FEES

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

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

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

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

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

### Article 8. IN-KIND SERVICES

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

### Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The County and Owner/Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement, to the extent such loss or damage is recovered under insurance policies.

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

## **Article 10. INDEMNIFICATION**

### **10.1 INDEMNIFICATION**

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

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

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

### **10.2 COOPERATION REGARDING CLAIMS**

If either the County or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by the County against the Owner/Operator pursuant to Article 10.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to, or to defend the party failing to give such notice against such claim, demand, action, suit or proceeding. The County and the Owner/Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit or proceeding and, in the case of a claim for indemnification pursuant to Article 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Owner/Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County and to propose, accept or reject offers of settlement.

## **Article 11. DISPUTES, DEFAULTS AND REMEDIES**

### **11.1 RESOLUTION OF DISPUTES**

In the event any claim, controversy or dispute arises between the County and the Owner/Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the

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Owner/Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Pike County, Pennsylvania, in equity or to law to litigate such disputes.

### **11.2 EVENTS OF DEFAULT BY COUNTY**

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

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

### **11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR**

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

### **11.4 FORCE MAJEURE**

Neither the Owner/Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the Owner/Operator or the County and which the Owner/Operator or County was unable to avoid by exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the County within ten (10) working days after the occurrence of the event.

### **11.5 REMEDIES**

- (a) The County and the Owner/Operator agree, except as provided in Article 11.5 (b) and (c) below, in the event of a default by either party under this Agreement, upon the right to recover damages or to be reimbursed for incremental costs associated with Waste Haulers redirecting loads of Municipal Waste to alternative facilities.
- (b) If, within a period of thirty (30) days after the County shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the County to the Owner/Operator.
- (c) If, within a period of thirty (30) days after the Owner/Operator shall have given written notice to the County that a default has occurred and is continuing, and specifying the nature of the default,

the County has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the County.

## **11.6 WAIVERS**

A waiver by either the County or Owner/Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective a waiver must be in writing and signed by the party granting such waiver.

## **Article 12. TERM AND TERMINATION**

### **12.1 EFFECTIVE DATE**

This Agreement shall become effective on January 1, 2020. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

### **12.2 TERM OF AGREEMENT**

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

### **12.3 EFFECT OF TERMINATION**

Upon the termination of this Agreement, the obligations of the County and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the County or Owner/Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

## **Article 13. MISCELLANEOUS**

### **13.1 ASSIGNMENT**

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

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance

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of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service. The assignment or delegation of any Agreement duties will not relieve the Owner/Operator or its surety of any liability and/or obligation to perform.

### 13.2 NOTICES

Except under emergency circumstances all notices, demands, requests and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized carrier service, or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

County: Pike County  
Attn: Planning Director/Recycling Coordinator  
506 Broad Street  
Milford, PA 18337

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

### 13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the County and the Owner/Operator, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. The County and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties, or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

### 13.4 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the County and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or other appropriate actions, shall to the extent practicable in light of such determination, implement and give effect to the intentions of the County and Owner/Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

### 13.5 CHANGE OF OWNERSHIP

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

### **13.6 GOVERNING LAW**

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

### **13.7 JOINT AND SEVERABLE LIABILITY**

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

### **13.8 COUNTERPARTS**

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

### **13.9 NO CO-PARTNERSHIP OR AGENCY**

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to in any respect create or establish the relationship of co-partners between the County and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the County for any purpose whatsoever.

### **13.10 SECTION HEADINGS/REFERENCES**

The section headings and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections of this Agreement.

### **13.11 CONVENTIONS**

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending or replacing the statute referred to;
- (d) references to writing include printing, typing, lithography and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- (f) references to persons include their permitted successors and assigns; and
- (g) the term "including" shall mean including without limitation.

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13.12 NONDISCRIMINATION

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

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

COUNTY OF PIKE BOARD OF COMMISSIONERS

ATTEST:

  
\_\_\_\_\_  
Gary Orben, Chief Clerk

  
\_\_\_\_\_  
Matthew M. Osterberg, Chairman

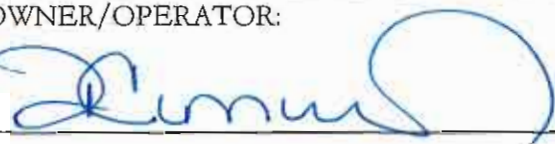
  
\_\_\_\_\_  
Ronald R. Schmalzle, Vice-Chairman

  
\_\_\_\_\_  
Steven R. Guccini, Commissioner

ATTEST:

  
\_\_\_\_\_

OWNER/OPERATOR:

By:   
\_\_\_\_\_

Appendix A, Submittal Forms

**Form A-3 (Attachment A-3.1)**  
**In-kind Services Clarifications – Grand Central Sanitary Landfill**

**A. Form A-3 Clarifications**

This attachment clarifies the in-kind services offered by and to be provided by Waste Management, Inc., through its Grand Central Sanitary Landfill to Pike County annually over the 10-year planning period of the Pike County Municipal Waste Management Plan. In-kind services shall be attached to the Disposal Capacity Agreements.

1. Grand Central Sanitary Landfill shall provide an annual free commitment of up to 100 tons, or a total free commitment of disposal of up to 1,000 tons of Pike County acceptable wastes over the 10-year period specified in the executed Disposal Capacity Agreements.
2. Acceptable wastes shall include non-hazardous municipal solid wastes originating from litter and illegal dump cleanup activities from within Pike County. Whitegoods/appliances without Freon are acceptable, and the whitegoods/appliance shall include a sticker or certificate verifying freon removal.
3. Electronic devices shall not be accepted, except for small incidental quantities of electronics mixed with other acceptable municipal solid waste.
4. Prior to delivery of any wastes qualifying under the in-kind services and program, a Pike County representative shall notify the disposal facility. Pike County may request weight receipts for donated tons in order to track quantities processed under the program.
5. Waste Management does not assume or donate waste hauling services under this arrangement.
6. Household hazardous wastes, sewage sludges, whole tires, electronics and asbestos are not accepted under the arrangement for donated disposal services.
7. Financial contributions that may support Pike County municipal waste management shall be considered by Waste Management on a case by case basis but are not guaranteed.
8. Upon request by Pike County, Waste Management shall provide recycling education assistance on specific education projects initiated by Carbon County during the 10-year planning period. Waste management shall establish the limits of the education support provided.

RAFAEL CARRASCO

Written Name of Authorized Representative



Signature of Authorized Representative

## APPENDIX B

### MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT

#### COUNTY OF PIKE

THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this 2<sup>nd</sup> day of October, 2019, by and between the COUNTY OF PIKE, a political subdivision of the Commonwealth of Pennsylvania (County), and Keystone Sanitary Landfill, Inc. (Owner/Operator).

#### Article 1. BACKGROUND

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

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

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

#### Article 2. DEFINITIONS AND TERMS

##### 2.1 DEFINITIONS

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

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

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

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

**Alternative Facility.** Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during temporary or protracted cessation of operation at the facility.

**Commercial Establishment.** An establishment engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

**Construction/Demolition Waste (C/D).** Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete. The term also includes dredging waste. The term does not include the following if they are separate from other waste and are used as clean fill: (i) uncontaminated soil, rock, stone, gravel, unused brick and block and concrete; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

**County.** The County of Pike, Commonwealth of Pennsylvania, solely and as supported by the Pike County Office of Community Planning.

**Department or PADEP.** Pennsylvania Department of Environmental Protection.

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

**Hazardous Waste.** A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) post a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as hazardous by any federal or state statute or regulation.

**Industrial Establishment.** An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

**Institutional Establishment.** An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools, correctional facilities and universities.

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

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

## APPENDIX B

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**Municipal Waste.** Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. Municipal waste includes construction/demolition waste, municipal sludges, asbestos, infectious/chemotherapeutic waste and incinerator ash residue. The term does not include source separated recyclable materials or material approved by PADEP for beneficial use.

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

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

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

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

**Permit.** A permit issued by PADEP, or a permit and/or license issued by a state and/or local regulatory agency, as required, to operate a Municipal Waste disposal or processing facility.

**Person.** Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

**Plan.** The County Municipal Waste Management Plan approved pursuant to Act 101.

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

**Resource Recovery Facility.** A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from municipal waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling municipal waste, or any source separation or collection center for composting leaf waste.

**Tipping Fee/Processing Fee.** The schedule of fees established by the Owner/Operator of a facility for accepting various types of solid waste for processing or disposal.

**Ton.** Two thousand (2,000) pounds.

**Transfer Station.** A facility which receives and processes or temporarily stores municipal or residual waste at a location other than the generation site, and which facilitates the transportation or transfer of municipal or residual waste to a processing or disposal facility. The term includes a facility that uses a method or technology to convert part or all of the waste materials for offsite reuse. The term does not include a collecting or processing center that is only for source separated recyclable materials,

including clear glass, colored glass, aluminum, steel and bimetallic cans, high grade office paper, newsprint, corrugated paper and plastics.

**Unacceptable Waste.** Material that by its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state or local law, or material that the Owner/Operator concludes requires special handling or endangers the landfill, public health or safety, or the environment.

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

## 2.2 OTHER WORDS, TERMS, PHRASES

Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore, if any, in Act 101 or the Pennsylvania Solid Waste Management Act or the regulations promulgated thereunder.

## Article 3. REPRESENTATIONS

### 3.1 REPRESENTATIONS OF COUNTY

The County represents and warrants that:

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

### 3.2 REPRESENTATIONS OF OWNER/OPERATOR

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

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency(ies).
- (b) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, or under the appropriate state regulatory agency(ies), and has the corporate power and authority to enter into and perform its obligations under this Agreement and each other agreement or instrument entered into or to be entered into under any provision of this Agreement.

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- (c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.
- (d) This Agreement and each other agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by and delivered by the Owner/Operator, and will constitute a legal, valid and binding obligation.
- (e) The execution, delivery and performance hereof by the Owner/Operator: (i) has the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulation applicable to the Owner/Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.
- (f) This Agreement has been duly authorized, executed and delivered by the Owner/Operator, and constitutes a legal, valid and binding obligation of the Owner/Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.
- (g) There is no litigation or proceeding pending or, to the knowledge of the Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.
- (h) Except as disclosed within the Submittal Forms for Municipal Solid Waste Disposal Services contained in the County's solicitation attached hereto and incorporated herein by reference, the Owner/Operator is not a subsidiary of any Parent.

### **3.3 PARENT GUARANTEE**

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

### **3.4 DESIGNATION AS PROCESSING/DISPOSAL FACILITY**

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

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

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## **Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

### **4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

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

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

### **4.2 RELEASE FROM COMMITMENT**

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

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

## **Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE**

### **5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES**

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

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Haulers delivering waste to the Owner/Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. The County or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Waste Haulers may use another certified scale of their choice, or the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. If none are available, estimated weights based on historic data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

### **5.2 RECEIVING TIME/HOURS OF OPERATION**

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

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

(c) Upon request by the County, the Owner/Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

### **5.3 RIGHT TO REFUSE DELIVERY**

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

(b) The Owner/Operator shall have the right and discretion to inspect any load entering the Owner/Operator's Facility and may refuse: (i) waste for which specific Regulatory Agency approval is required when approval has not been obtained prior to delivery; (ii) loads containing significant amounts of Hazardous Waste; or (iii) loads containing significant amounts of Unacceptable Waste including material banned from landfilling (e.g., loads comprised primarily of leaf waste, electronics, etc.). The Owner/Operator may refuse delivery of the entire load or only the portion that contains the unacceptable materials. The Owner/Operator shall notify Waste Haulers prior to initial waste delivery of the Owner/Operator's waste monitoring program and expected procedures and responsibilities under such program.

(c) The Owner/Operator's Facility may not reject a load of Acceptable Waste from the County. Reaching the average daily permitted capacity may not be used as a basis for rejecting County-generated loads of Acceptable Waste.

### **5.4 COMPLAINTS**

The Owner/Operator shall receive and respond to all complaints from Waste Haulers regarding the acceptance of waste materials at the Owner/Operator's Facility. Any complaints received by the County will be directed to the Owner/Operator. In the event the Owner/Operator cannot

satisfactorily resolve a complaint within five (5) working days after the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

### **5.5 TITLE TO MUNICIPAL WASTE**

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

### **5.6 PERMITS**

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

## **Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS**

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

### **6.1 BASIC REPORTING REQUIREMENTS**

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

(b) Along with quarterly reports, the Owner/Operator shall provide: (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, and County regulations.

### **6.2 SPECIAL REPORTING REQUIREMENTS**

The Owner/Operator shall provide written notification to the County of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; and (iv) changes in ownership.

### **6.3 ADMINISTRATIVE INSPECTIONS**

Upon reasonable notice and during regular business hours, the County and its authorized representatives shall have access to the Owner/Operator's records pertaining to the quantities and

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sources of County-generated Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

### Article 7. TIPPING FEES AND OTHER CHARGES

#### 7.1 TIPPING FEES

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

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

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

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

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

### Article 8. IN-KIND SERVICES

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

### Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The County and Owner/Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement, to the extent such loss or damage is recovered under insurance policies.

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

## **Article 10. INDEMNIFICATION**

### **10.1 INDEMNIFICATION**

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

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

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

### **10.2 COOPERATION REGARDING CLAIMS**

If either the County or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by the County against the Owner/Operator pursuant to Article 10.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to, or to defend the party failing to give such notice against such claim, demand, action, suit or proceeding. The County and the Owner/Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit or proceeding and, in the case of a claim for indemnification pursuant to Article 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Owner/Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County and to propose, accept or reject offers of settlement.

## **Article 11. DISPUTES, DEFAULTS AND REMEDIES**

### **11.1 RESOLUTION OF DISPUTES**

In the event any claim, controversy or dispute arises between the County and the Owner/Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the

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Owner/Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Pike County, Pennsylvania, in equity or to law to litigate such disputes.

### 11.2 EVENTS OF DEFAULT BY COUNTY

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

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

### 11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR

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

### 11.4 FORCE MAJEURE

Neither the Owner/Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the Owner/Operator or the County and which the Owner/Operator or County was unable to avoid by exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the County within ten (10) working days after the occurrence of the event.

### 11.5 REMEDIES

- (a) The County and the Owner/Operator agree, except as provided in Article 11.5 (b) and (c) below, in the event of a default by either party under this Agreement, upon the right to recover damages or to be reimbursed for incremental costs associated with Waste Haulers redirecting loads of Municipal Waste to alternative facilities.
- (b) If, within a period of thirty (30) days after the County shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the County to the Owner/Operator.
- (c) If, within a period of thirty (30) days after the Owner/Operator shall have given written notice to the County that a default has occurred and is continuing, and specifying the nature of the default,

the County has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the County.

## **11.6 WAIVERS**

A waiver by either the County or Owner/Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective a waiver must be in writing and signed by the party granting such waiver.

## **Article 12. TERM AND TERMINATION**

### **12.1 EFFECTIVE DATE**

This Agreement shall become effective on January 1, 2020. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

### **12.2 TERM OF AGREEMENT**

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

### **12.3 EFFECT OF TERMINATION**

Upon the termination of this Agreement, the obligations of the County and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the County or Owner/Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

## **Article 13. MISCELLANEOUS**

### **13.1 ASSIGNMENT**

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

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance

## APPENDIX B

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of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service. The assignment or delegation of any Agreement duties will not relieve the Owner/Operator or its surety of any liability and/or obligation to perform.

### 13.2 NOTICES

Except under emergency circumstances all notices, demands, requests and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized carrier service, or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

County: Pike County  
Attn: Planning Director/Recycling Coordinator  
506 Broad Street  
Milford, PA 18337

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

### 13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the County and the Owner/Operator, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. The County and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties, or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

### 13.4 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the County and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or other appropriate actions, shall to the extent practicable in light of such determination, implement and give effect to the intentions of the County and Owner/Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

### 13.5 CHANGE OF OWNERSHIP

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

### **13.6 GOVERNING LAW**

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

### **13.7 JOINT AND SEVERABLE LIABILITY**

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

### **13.8 COUNTERPARTS**

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

### **13.9 NO CO-PARTNERSHIP OR AGENCY**

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to in any respect create or establish the relationship of co-partners between the County and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the County for any purpose whatsoever.

### **13.10 SECTION HEADINGS/REFERENCES**

The section headings and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections of this Agreement.

### **13.11 CONVENTIONS**

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending or replacing the statute referred to;
- (d) references to writing include printing, typing, lithography and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- (f) references to persons include their permitted successors and assigns; and
- (g) the term "including" shall mean including without limitation.

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13.12 NONDISCRIMINATION

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

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


COUNTY OF PIKE BOARD OF COMMISSIONERS

ATTEST:

  
\_\_\_\_\_  
Gary Orben, Chief Clerk

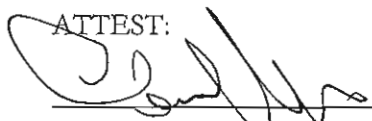
  
\_\_\_\_\_  
Matthew M. Osterberg, Chairman

  
\_\_\_\_\_  
Ronald R. Schmalzle, Vice-Chairman

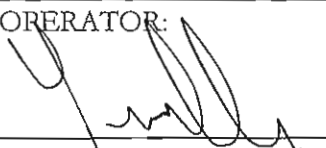
  
\_\_\_\_\_  
Steven R. Guccini, Commissioner

Keystone Sanitary Landfill, Inc.

ATTEST:

  
\_\_\_\_\_  
Dominick DeNaples  
Secretary/Treasurer  
Keystone Sanitary Landfill, Inc.

OWNER/ORERATOR:

By:   
\_\_\_\_\_  
Louis DeNaples, President  
Keystone Sanitary Landfill, Inc.

Appendix A, Submittal Forms

**Form A-3 (Attachment A-3.1)**  
**In-kind Services Clarifications – Keystone Sanitary Landfill**

**A. Form A-3 Clarifications**

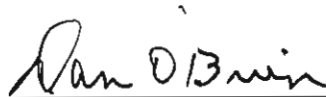
This attachment clarifies the in-kind services offered by and to be provided by Keystone Sanitary Landfill to Pike County annually over the 10-year planning period corresponding to the Pike County Municipal Waste Management Plan. In-kind services shall be attached to the Disposal Capacity Agreements.

1. Keystone Sanitary Landfill shall provide an annual free commitment of up to 60 tons, or a total free commitment of disposal of up to 600 tons of Pike County acceptable wastes over the 10-year period specified in the executed Disposal Capacity Agreements.
2. Acceptable wastes include any combination of non-hazardous illegally dumped wastes, bulk items, and residential C&D originating from Pike County and deemed acceptable.
3. Keystone Sanitary Landfill will not accept tires, electronics, liquid or household hazardous wastes.
4. Prior to delivery of any wastes qualifying under the in-kind services and program, a Pike County representative shall notify the disposal facility. Pike County may request weight receipts for donated tons in order to track quantities processed under the program.

Dan O'Brien, Business Manager

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Written Name of Authorized Representative



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Signature of Authorized Representative

## APPENDIX B

### MUNICIPAL WASTE TRANSFER FACILITY AGREEMENT

#### COUNTY OF PIKE

THIS TRANSFER FACILITY AGREEMENT (Agreement) made this 2<sup>nd</sup> day of October, 2019, by and between the COUNTY OF PIKE, a political subdivision of the Commonwealth of Pennsylvania (County), and LEHIGH VALLEY RECYCLING (Owner/Operator).

#### Article 1. BACKGROUND

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

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

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

#### Article 2. DEFINITIONS AND TERMS

##### 2.1 DEFINITIONS

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

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

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

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

**Alternative Facility.** Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during temporary or protracted cessation of operation at the facility.

**Commercial Establishment.** An establishment engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

**Construction/Demolition Waste (C/D).** Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete. The term also includes dredging waste. The term does not include the following if they are separate from other waste and are used as clean fill: (i) uncontaminated soil, rock, stone, gravel, unused brick and block and concrete; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

**County.** The County of Pike, Commonwealth of Pennsylvania, solely and as supported by the Pike County Office of Community Planning.

**Department or PADEP.** Pennsylvania Department of Environmental Protection.

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

**Hazardous Waste.** A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) post a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as hazardous by any federal or state statute or regulation.

**Industrial Establishment.** An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

**Institutional Establishment.** An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools, correctional facilities and universities.

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

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

**Municipal Waste.** Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility.

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

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

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

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

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

**Permit.** A permit issued by PADEP, or a permit and/or license issued by a state and/or local regulatory agency, as required, to operate a Municipal Waste disposal or processing facility.

**Person.** Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

**Plan.** The County Municipal Waste Management Plan approved pursuant to Act 101.

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

**Resource Recovery Facility.** A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from municipal waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling municipal waste, or any source separation or collection center for composting leaf waste.

**Tipping Fee/Processing Fee.** The schedule of fees established by the Owner/Operator of a facility for accepting various types of solid waste for processing or disposal.

**Ton.** Two thousand (2,000) pounds.

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

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

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

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

## **2.2 OTHER WORDS, TERMS, PHRASES**

Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore, if any, in Act 101 or the Pennsylvania Solid Waste Management Act or the regulations promulgated thereunder.

## **Article 3. REPRESENTATIONS**

### **3.1 REPRESENTATIONS OF COUNTY**

The County represents and warrants that:

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

### **3.2 REPRESENTATIONS OF OWNER/OPERATOR**

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

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency(ies).
- (b) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, or under the appropriate state regulatory agency(ies), and has the corporate power and authority to enter into and perform its obligations under this Agreement and each other agreement or instrument entered into or to be entered into under any provision of this Agreement.
- (c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.
- (d) This Agreement and each other agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by and delivered by the Owner/Operator, and will constitute a legal, valid and binding obligation.

## APPENDIX B

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(e) The execution, delivery and performance hereof by the Owner/Operator: (i) has the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulation applicable to the Owner/Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.

(f) This Agreement has been duly authorized, executed and delivered by the Owner/Operator, and constitutes a legal, valid and binding obligation of the Owner/Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.

(g) There is no litigation or proceeding pending or, to the knowledge of the Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.

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

### **3.3 PARENT GUARANTEE**

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

### **3.4 DESIGNATION AS TRANSFER FACILITY**

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

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

## **Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

### **4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in **Appendix A, Submittal Forms including Attachment A-3.1:**

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

## **4.2 RELEASE FROM COMMITMENT**

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

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

## **Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE**

### **5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES**

- (a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.
- (b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. The County or a Waste Hauler may at all times have

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

### **5.2 RECEIVING TIME/HOURS OF OPERATION**

- (a) The Owner/Operator's Facility shall be available to receive waste during the receiving times specified in Forms contained in Appendix A, attached hereto and incorporated herein by reference.
- (b) If the County or a Waste Hauler requests and the Owner/Operator agrees, a Waste Hauler may deliver waste at times in addition to the specified receiving times at a cost which may exceed the fees herein as mutually agreed upon by such Waste Hauler and the Owner/Operator.
- (c) Upon request by the County, the Owner/Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

### **5.3 RIGHT TO REFUSE DELIVERY**

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

### **5.4 COMPLAINTS**

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

## **5.5 TITLE TO MUNICIPAL WASTE**

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

## **5.6 PERMITS**

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

## **Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS**

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

### **6.1 BASIC REPORTING REQUIREMENTS**

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

(b) Along with quarterly reports, the Owner/Operator shall provide: (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, and County regulations.

### **6.2 SPECIAL REPORTING REQUIREMENTS**

The Owner/Operator shall provide written notification to the County of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; and (iv) changes in ownership.

### **6.3 ADMINISTRATIVE INSPECTIONS**

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

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### Article 7. TIPPING FEES AND OTHER CHARGES

#### 7.1 TIPPING FEES

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

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

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

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

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

### Article 8. IN-KIND SERVICES

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

### Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The County and Owner/Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement, to the extent such loss or damage is recovered under insurance policies.

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

## **Article 10. INDEMNIFICATION**

### **10.1 INDEMNIFICATION**

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

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

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

### **10.2 COOPERATION REGARDING CLAIMS**

If either the County or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by the County against the Owner/Operator pursuant to Article 10.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to, or to defend the party failing to give such notice against such claim, demand, action, suit or proceeding. The County and the Owner/Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit or proceeding and, in the case of a claim for indemnification pursuant to Article 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Owner/Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County and to propose, accept or reject offers of settlement.

## **Article 11. DISPUTES, DEFAULTS AND REMEDIES**

### **11.1 RESOLUTION OF DISPUTES**

In the event any claim, controversy or dispute arises between the County and the Owner/Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the

## APPENDIX B

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Owner/Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Pike County, Pennsylvania, in equity or to law to litigate such disputes.

### **11.2 EVENTS OF DEFAULT BY COUNTY**

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

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

### **11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR**

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

### **11.4 FORCE MAJEURE**

Neither the Owner/Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the Owner/Operator or the County and which the Owner/Operator or County was unable to avoid by exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the County within ten (10) working days after the occurrence of the event.

### **11.5 REMEDIES**

- (a) The County and the Owner/Operator agree, except as provided in Article 11.5 (b) and (c) below, in the event of a default by either party under this Agreement, upon the right to recover damages or to be reimbursed for incremental costs associated with Waste Haulers redirecting loads of Municipal Waste to alternative facilities.
- (b) If, within a period of thirty (30) days after the County shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the County to the Owner/Operator.
- (c) If, within a period of thirty (30) days after the Owner/Operator shall have given written notice to the County that a default has occurred and is continuing, and specifying the nature of the default,

the County has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the County.

## **11.6 WAIVERS**

A waiver by either the County or Owner/Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective a waiver must be in writing and signed by the party granting such waiver.

## **Article 12. TERM AND TERMINATION**

### **12.1 EFFECTIVE DATE**

This Agreement shall become effective on January 1, 2020. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

### **12.2 TERM OF AGREEMENT**

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

### **12.3 EFFECT OF TERMINATION**

Upon the termination of this Agreement, the obligations of the County and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the County or Owner/Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

## **Article 13. MISCELLANEOUS**

### **13.1 ASSIGNMENT**

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

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance

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of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service. The assignment or delegation of any Agreement duties will not relieve the Owner/Operator or its surety of any liability and/or obligation to perform.

### 13.2 NOTICES

Except under emergency circumstances all notices, demands, requests and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized carrier service, or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

County: Pike County  
Attn: Planning Director/Recycling Coordinator  
506 Broad Street  
Milford, PA 18337

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

### 13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the County and the Owner/Operator, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. The County and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties, or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

### 13.4 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the County and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or other appropriate actions, shall to the extent practicable in light of such determination, implement and give effect to the intentions of the County and Owner/Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

### 13.5 CHANGE OF OWNERSHIP

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

### **13.6 GOVERNING LAW**

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

### **13.7 JOINT AND SEVERABLE LIABILITY**

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

### **13.8 COUNTERPARTS**

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

### **13.9 NO CO-PARTNERSHIP OR AGENCY**

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to in any respect create or establish the relationship of co-partners between the County and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the County for any purpose whatsoever.

### **13.10 SECTION HEADINGS/REFERENCES**

The section headings and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections of this Agreement.

### **13.11 CONVENTIONS**

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending or replacing the statute referred to;
- (d) references to writing include printing, typing, lithography and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- (f) references to persons include their permitted successors and assigns; and
- (g) the term "including" shall mean including without limitation.

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### **13.12 NONDISCRIMINATION**

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

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

COUNTY OF PIKE BOARD OF COMMISSIONERS

ATTEST:

  
\_\_\_\_\_  
Gary Orben, Chief Clerk

  
\_\_\_\_\_  
Matthew M. Osterberg, Chairman

  
\_\_\_\_\_  
Ronald R. Schmalzle, Vice-Chairman

  
\_\_\_\_\_  
Steven R. Guccini, Commissioner

LEHIGH VALLEY RECYCLING

ATTEST:

  
\_\_\_\_\_  
General Counsel  
William F. Fox Sr.

OWNER/OPERATOR:

By:   
\_\_\_\_\_  
Pasquale N. Mascaro, President

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### MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT

#### COUNTY OF PIKE

THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this 2<sup>nd</sup> day of October, 2019, by and between the COUNTY OF PIKE, a political subdivision of the Commonwealth of Pennsylvania (County), and PIONEER CROSSING LANDFILL (Owner/Operator).

#### Article 1. BACKGROUND

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

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

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

#### Article 2. DEFINITIONS AND TERMS

##### 2.1 DEFINITIONS

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

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

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

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

**Alternative Facility.** Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during temporary or protracted cessation of operation at the facility.

**Commercial Establishment.** An establishment engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

**Construction/Demolition Waste (C/D).** Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete. The term also includes dredging waste. The term does not include the following if they are separate from other waste and are used as clean fill: (i) uncontaminated soil, rock, stone, gravel, unused brick and block and concrete; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

**County.** The County of Pike, Commonwealth of Pennsylvania, solely and as supported by the Pike County Office of Community Planning.

**Department or PADEP.** Pennsylvania Department of Environmental Protection.

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

**Hazardous Waste.** A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) post a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as hazardous by any federal or state statute or regulation.

**Industrial Establishment.** An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

**Institutional Establishment.** An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools, correctional facilities and universities.

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

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

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**Municipal Waste.** Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. Municipal waste includes construction/demolition waste, municipal sludges, asbestos, infectious/chemotherapeutic waste and incinerator ash residue. The term does not include source separated recyclable materials or material approved by PADEP for beneficial use.

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

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

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

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

**Permit.** A permit issued by PADEP, or a permit and/or license issued by a state and/or local regulatory agency, as required, to operate a Municipal Waste disposal or processing facility.

**Person.** Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

**Plan.** The County Municipal Waste Management Plan approved pursuant to Act 101.

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

**Resource Recovery Facility.** A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from municipal waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling municipal waste, or any source separation or collection center for composting leaf waste.

**Tipping Fee/Processing Fee.** The schedule of fees established by the Owner/Operator of a facility for accepting various types of solid waste for processing or disposal.

**Ton.** Two thousand (2,000) pounds.

**Transfer Station.** A facility which receives and processes or temporarily stores municipal or residual waste at a location other than the generation site, and which facilitates the transportation or transfer of municipal or residual waste to a processing or disposal facility. The term includes a facility that uses a method or technology to convert part or all of the waste materials for offsite reuse. The term does not include a collecting or processing center that is only for source separated recyclable materials,

including clear glass, colored glass, aluminum, steel and bimetallic cans, high grade office paper, newsprint, corrugated paper and plastics.

**Unacceptable Waste.** Material that by its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state or local law, or material that the Owner/Operator concludes requires special handling or endangers the landfill, public health or safety, or the environment.

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

## 2.2 OTHER WORDS, TERMS, PHRASES

Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore, if any, in Act 101 or the Pennsylvania Solid Waste Management Act or the regulations promulgated thereunder.

## Article 3. REPRESENTATIONS

### 3.1 REPRESENTATIONS OF COUNTY

The County represents and warrants that:

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

### 3.2 REPRESENTATIONS OF OWNER/OPERATOR

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

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency(ies).
- (b) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, or under the appropriate state regulatory agency(ies), and has the corporate power and authority to enter into and perform its obligations under this Agreement and each other agreement or instrument entered into or to be entered into under any provision of this Agreement.

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- (c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.
- (d) This Agreement and each other agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by and delivered by the Owner/Operator, and will constitute a legal, valid and binding obligation.
- (e) The execution, delivery and performance hereof by the Owner/Operator: (i) has the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulation applicable to the Owner/Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.
- (f) This Agreement has been duly authorized, executed and delivered by the Owner/Operator, and constitutes a legal, valid and binding obligation of the Owner/Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.
- (g) There is no litigation or proceeding pending or, to the knowledge of the Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.
- (h) Except as disclosed within the Submittal Forms for Municipal Solid Waste Disposal Services contained in the County's solicitation attached hereto and incorporated herein by reference, the Owner/Operator is not a subsidiary of any Parent.

### **3.3 PARENT GUARANTEE**

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

### **3.4 DESIGNATION AS PROCESSING/DISPOSAL FACILITY**

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

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

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## **Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

### **4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE**

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

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

### **4.2 RELEASE FROM COMMITMENT**

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

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

## **Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE**

### **5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES**

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

## APPENDIX B

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Haulers delivering waste to the Owner/Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. The County or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Waste Haulers may use another certified scale of their choice, or the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. If none are available, estimated weights based on historic data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

### 5.2 RECEIVING TIME/HOURS OF OPERATION

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

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

(c) Upon request by the County, the Owner/Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

### 5.3 RIGHT TO REFUSE DELIVERY

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

(b) The Owner/Operator shall have the right and discretion to inspect any load entering the Owner/Operator's Facility and may refuse: (i) waste for which specific Regulatory Agency approval is required when approval has not been obtained prior to delivery; (ii) loads containing significant amounts of Hazardous Waste; or (iii) loads containing significant amounts of Unacceptable Waste including material banned from landfilling (e.g., loads comprised primarily of leaf waste, electronics, etc.). The Owner/Operator may refuse delivery of the entire load or only the portion that contains the unacceptable materials. The Owner/Operator shall notify Waste Haulers prior to initial waste delivery of the Owner/Operator's waste monitoring program and expected procedures and responsibilities under such program.

(c) The Owner/Operator's Facility may not reject a load of Acceptable Waste from the County. Reaching the average daily permitted capacity may not be used as a basis for rejecting County-generated loads of Acceptable Waste.

### 5.4 COMPLAINTS

The Owner/Operator shall receive and respond to all complaints from Waste Haulers regarding the acceptance of waste materials at the Owner/Operator's Facility. Any complaints received by the County will be directed to the Owner/Operator. In the event the Owner/Operator cannot

satisfactorily resolve a complaint within five (5) working days after the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

### **5.5 TITLE TO MUNICIPAL WASTE**

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

### **5.6 PERMITS**

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

## **Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS**

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

### **6.1 BASIC REPORTING REQUIREMENTS**

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

(b) Along with quarterly reports, the Owner/Operator shall provide: (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, and County regulations.

### **6.2 SPECIAL REPORTING REQUIREMENTS**

The Owner/Operator shall provide written notification to the County of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; and (iv) changes in ownership.

### **6.3 ADMINISTRATIVE INSPECTIONS**

Upon reasonable notice and during regular business hours, the County and its authorized representatives shall have access to the Owner/Operator's records pertaining to the quantities and

## APPENDIX B

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sources of County-generated Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

### Article 7. TIPPING FEES AND OTHER CHARGES

#### 7.1 TIPPING FEES

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

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

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

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

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

### Article 8. IN-KIND SERVICES

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

### Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The County and Owner/Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement, to the extent such loss or damage is recovered under insurance policies.

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

## **Article 10. INDEMNIFICATION**

### **10.1 INDEMNIFICATION**

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

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

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

### **10.2 COOPERATION REGARDING CLAIMS**

If either the County or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by the County against the Owner/Operator pursuant to Article 10.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to, or to defend the party failing to give such notice against such claim, demand, action, suit or proceeding. The County and the Owner/Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit or proceeding and, in the case of a claim for indemnification pursuant to Article 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Owner/Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County and to propose, accept or reject offers of settlement.

## **Article 11. DISPUTES, DEFAULTS AND REMEDIES**

### **11.1 RESOLUTION OF DISPUTES**

In the event any claim, controversy or dispute arises between the County and the Owner/Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the

## APPENDIX B

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Owner/Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Pike County, Pennsylvania, in equity or to law to litigate such disputes.

### 11.2 EVENTS OF DEFAULT BY COUNTY

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

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

### 11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR

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

### 11.4 FORCE MAJEURE

Neither the Owner/Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the Owner/Operator or the County and which the Owner/Operator or County was unable to avoid by exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the County within ten (10) working days after the occurrence of the event.

### 11.5 REMEDIES

- (a) The County and the Owner/Operator agree, except as provided in Article 11.5 (b) and (c) below, in the event of a default by either party under this Agreement, upon the right to recover damages or to be reimbursed for incremental costs associated with Waste Haulers redirecting loads of Municipal Waste to alternative facilities.
- (b) If, within a period of thirty (30) days after the County shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the County to the Owner/Operator.
- (c) If, within a period of thirty (30) days after the Owner/Operator shall have given written notice to the County that a default has occurred and is continuing, and specifying the nature of the default,

the County has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the County.

## **11.6 WAIVERS**

A waiver by either the County or Owner/Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective a waiver must be in writing and signed by the party granting such waiver.

## **Article 12. TERM AND TERMINATION**

### **12.1 EFFECTIVE DATE**

This Agreement shall become effective on January 1, 2020. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

### **12.2 TERM OF AGREEMENT**

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

### **12.3 EFFECT OF TERMINATION**

Upon the termination of this Agreement, the obligations of the County and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the County or Owner/Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

## **Article 13. MISCELLANEOUS**

### **13.1 ASSIGNMENT**

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

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance

## APPENDIX B

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of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service. The assignment or delegation of any Agreement duties will not relieve the Owner/Operator or its surety of any liability and/or obligation to perform.

### 13.2 NOTICES

Except under emergency circumstances all notices, demands, requests and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized carrier service, or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

County: Pike County  
Attn: Planning Director/Recycling Coordinator  
506 Broad Street  
Milford, PA 18337

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

### 13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the County and the Owner/Operator, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. The County and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties, or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

### 13.4 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the County and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or other appropriate actions, shall to the extent practicable in light of such determination, implement and give effect to the intentions of the County and Owner/Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

### 13.5 CHANGE OF OWNERSHIP

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

### **13.6 GOVERNING LAW**

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

### **13.7 JOINT AND SEVERABLE LIABILITY**

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

### **13.8 COUNTERPARTS**

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

### **13.9 NO CO-PARTNERSHIP OR AGENCY**

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to in any respect create or establish the relationship of co-partners between the County and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the County for any purpose whatsoever.

### **13.10 SECTION HEADINGS/REFERENCES**

The section headings and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections of this Agreement.

### **13.11 CONVENTIONS**

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending or replacing the statute referred to;
- (d) references to writing include printing, typing, lithography and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- (f) references to persons include their permitted successors and assigns; and
- (g) the term "including" shall mean including without limitation.

APPENDIX B

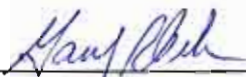
13.12 NONDISCRIMINATION

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

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

COUNTY OF PIKE BOARD OF COMMISSIONERS

ATTEST:

  
\_\_\_\_\_  
Gary Orben, Chief Clerk

  
\_\_\_\_\_  
Matthew M. Osterberg, Chairman

  
\_\_\_\_\_  
Ronald R. Schmalzle, Vice-Chairman

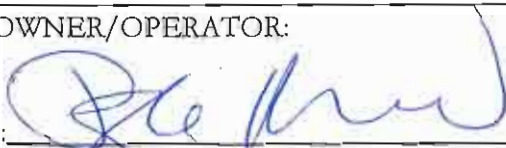
  
\_\_\_\_\_  
Steven R. Guccini, Commissioner

ATTEST:

  
\_\_\_\_\_  
General Counsel  
WILLIAM F. FOX

PIONEER CROSSING LANDFILL

OWNER/OPERATOR:

By:   
\_\_\_\_\_  
Pasquale N. Mascaro, President

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**APPENDIX C**  
**PLAN RESOLUTION OF ADOPTION**

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# PIKE COUNTY COMMISSIONERS

PIKE COUNTY ADMINISTRATION BUILDING

506 BROAD STREET

MILFORD, PA 18337

570-296-7613

FAX: 570-296-6055

MATTHEW M. OSTERBERG  
RONALD R. SCHMALZLE  
STEVEN R. GUCCINI

COMMISSIONERS



GARY R. ORBEN  
CHIEF CLERK

THOMAS F. FARLEY, ESQUIRE  
COUNTY SOLICITOR

## RESOLUTION NO. 20-04

### A Resolution Adopting the

### Pike County Municipal Waste Management Plan 2020-2029

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

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

**WHEREAS**, the 2020-2029 Pike County Municipal Waste Management Plan was deemed under Section 501(c)(2) of Act 101 to be a plan approved under Act 101; and

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

**WHEREAS**, the Board of Pike County Commissioners designated the Pike County Solid Waste Advisory Committee (SWAC) as the agency to guide the update of the 2010 Plan; and

**WHEREAS**, pursuant to the request of the Board of Pike County Commissioners, the Pike County Recycling Coordinator, with the assistance and direction from the SWAC, has prepared the Pike County Municipal Waste Management Plan Update (the 2020 Plan); and

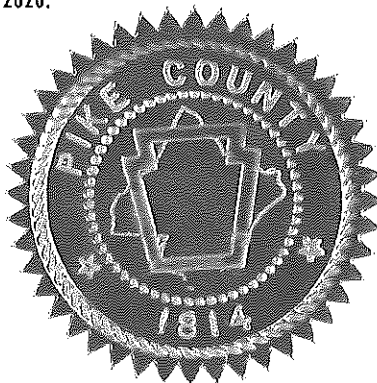
**WHEREAS**, the Board of Pike County Commissioners believes that the 2020 Plan is appropriate and necessary to protect the health and welfare of the residents of the County; and

**WHEREAS**, the Board of Pike County Commissioners believes that effecting and carrying forth the 2020 Plan will enable the County, and each municipality, to continue to realize the benefits of an effective, efficient, reliable and environmentally safe system for the storage, transportation, processing and disposal of solid waste.


**NOW, THEREFORE**, upon consideration of the foregoing matters, the Board of Pike County Commissioners approves the following Resolutions:

1. **RESOLVED**, the Pike County Municipal Waste Management Plan 2020-2029 Update is approved.
2. **RESOLVED**, that the proper officers of the County are authorized and directed to take such actions and execute and deliver on behalf of the County such instruments as shall be necessary or appropriate to carry forth the 2020 Plan.

Approved this 19<sup>th</sup> day of February, 2020.

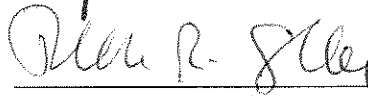


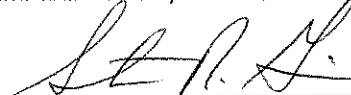
Attest:

  
Gary R. Orben, Chief Clerk

PIKE COUNTY BOARD OF COMMISSIONERS

  
Matthew M. Osterberg, Chairman

  
Ronald R. Schmalzle, Vice-Chairman

  
Steven R. Guccini, Commissioner

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**APPENDIX D**  
**SOLID WASTE ADVISORY COMMITTEE (SWAC)**  
**MEETING MINUTES**

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# MEETING AGENDA & MINUTES

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## SOLID WASTE ADVISORY COMMITTEE MEETING – SWAC (1)

DATE: 03-14-19

### ATTENDEES

- Mike Mrozinski, Pike County Planning Director
- Steven Deasy, MSW Consultants
- SWAC and other Participants (see Sign-in Sheet)

### AGENDA

1. **Introductions**
2. **Plan Requirements**
3. **Project Schedule**
4. **Waste Projections**
5. **Illegal Dumping**
6. **Project Goals/Open Discussion**

### MEETING MINUTES

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

Michael Mrozinski, Pike County Planning Director/Solid Waste/Recycling Coordinator welcomed participants and provided an introduction to the Plan and process. Mike introduced Steve Deasy from MSW Consultants. Steve Deasy introduced the planning approach and the attendees introduced themselves. Attendees were diverse and included representation from municipalities, schools, small communities, businesses and the Department of Conservation and Natural Resources. In summary, Steve Deasy reviewed the following key items:

- Intent of the plan, disposal capacity requirements, and recycling status
- Clarification that PADEP confirmed the Plan is a non-substantial update with a 30-day public comment period.
- Overview of plan review procedures, approval and adoption
- Expectations and anticipated level of involvement from SWAC members
- Technical requirements of plan for public participation and adoption by Commissioners
- Sustainability aspects of the plan to strive toward State diversion goals and to seek funding to support Plan administration and any programs proposed for the 10-year planning period.
- Seeking in-kind services, primarily free disposal, to support litter and dump cleanup.

# MEETING MINUTES

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- DCNR noted this is an ongoing daily job function to pick up trash in natural areas and the question was raised how they might offset their trash costs since so much of it is from clean up activity and not DCNR-generated waste.
- Need to have enforcement capabilities and use of cameras to dissuade dumpers
- Plan development timeline from plan development to adoption (anticipated June 2020)
  - Electronics and HHW management and the need to develop local opportunities for safe disposal of these items
- Compatibility of plan to County Comprehensive Plan. The Comprehensive Plan's top priorities are aligned with proper municipal waste management.
- Projected Waste Generation rates to ensure that adequate capacity is secured
- Illegal dumping major concern – PA PEC program – additional locations
- Concern that single stream may not meet recycling goals and contamination has led to some drop-off programs shutting down.
  - Increased education on recycling needed
  - Concern over quality of recyclables impacting marketability
- Licensing of haulers and facilities was discussed
  - A question was raised regarding the requirements of communities located out of state regarding what they have to recycle and how PA may be managing and disposing recyclables.
- Basic needs for residents (and municipalities) – electronics and HHW are priority
  - Important to develop market assessment and then organize the info so that residents and municipalities have a list of locations and vendors that handle materials.
- Reviewed Recycle Bank – incentivize recycling – initiative discussed but concluded Recycle Bank is not a good fit in rural Pike Co. with limited recycling and limited access to sponsor businesses.
- Seasonality of residents and visitors and impact on waste. Transient populations may not have disposal service and contribute to illegal dumping or burning.
- Recycling drop-off contamination is high – dumping at these sites must be managed.
  - Enforcement and use of cameras
  - Streamlining the programs, like limiting to cardboard only

Meeting adjourned at 11:45 a.m.

## ACTION ITEMS

Item#	Description	Responsible Party
1.	Market assessment	MSW Consultants
2.	Illegal dumping. Check on PEC participation and information	MSW Consultants
3.	Illegal dumping map	Pike County (GIS)

## RESOURCES

[Great American Cleanup Article 3.19.19](#) – Article about the Great American Cleanup of PA program.

[PickUpThePoconos.com](#) – Pocono Mountains Visitors Bureau website with cleanup campaign info, tips, resources, etc.

[Spring Green Events](#) – The spring environmental events and schedule for events supported by Pocono Mountains Visitors.

# PIKE COUNTY SWAC MEETING SIGN IN SHEET

Pike County Administrative Building  
506 Broad Street  
Milford, PA 18337



Telephone: (570) 296-3434  
FAX: (570) 296-3436

*Mark Maguire*  
County Representative/Official

Title: Pike County SWAC Meeting (1)		Date: 03-14-19	
		Star Time: 10:00 a.m. End Time: 11:45 a.m.	
		Venue:	
Meeting Called By:	Pike County	Facilitated By:	MSW Consultants
NAME	ORGANIZATION	ON SWAC (Y/N)	
Brian Snyder	Pike Co. Planning	N	
Jamie Curreri	Hemlock Farm	yes	
SCOTT Ihle	E. S. A. S. D	N	
Tim BALCH	PA DNR - DELAWARE FOREST	Y	
NICOLAS HUTTA	SAW CREEK ESTATES	Y	
Michele Long	Pike Co. Conservation District	Y	
Chris Lordi	DUSD	Y	
Marian Keegan	Hemlock Farms	Y	
Liz Forrest	Delaware Twp Planning Comm.	Y	
David Martin	Saw Creek Estates	Y	
CHRIS WOOD	DINWIDEN TWP.	YES	

# PIKE COUNTY SWAC MEETING SIGN IN SHEET

Pike County Administrative Building  
506 Broad Street  
Milford, PA 18337



Telephone: (570) 296-3434  
FAX: (570) 296-3436

*Mark Maguire*  
County Representative/Official

<b>Title:</b> Pike County SWAC Meeting (1)		<b>Date:</b>	
		Star Time: 10:00 a.m. End Time: 11:30 a.m.	
		<b>Venue:</b>	
<b>Meeting Called By:</b>	Pike County	<b>Facilitated By:</b>	MSW Consultants
NAME	ORGANIZATION	ON SWAC (Y/N)	
Brian Snyder	Pike Co. Planning	N	
Jamie Curreri	Hemlock Farm	yes	
SCOTT Ihle	E. S. A. S. D	N	
Tim BALCH	PA DNR - DELAWARE FOREST	Y	
NICOLAS HUTTA	SAW CREEK ESTATES	Y	
Michele Long	Pike Co. Conservation District	Y	
Chris Lordi	DUSD	Y	
Marian Keegan	Hemlock Farms	Y	
Liz Forrest	Delaware Twp Planning Comm.	Y	
David Martin	Saw Creek Estates	Y	
CHRIS WOOD	DINGMAN TWP	yes	



# MEETING AGENDA & MINUTES

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## SOLID WASTE ADVISORY COMMITTEE MEETING – SWAC (2)

DATE: 09-09-19

### ATTENDEES

- Mike Mrozinski, Pike County Planning Director
- Steven Deasy, MSW Consultants
- SWAC and other Participants (see Sign-in Sheet)

### AGENDA

1. Plan Status Update
2. Disposal Capacity
3. Municipal Survey
4. Residential Survey
5. Open Discussion

### MEETING MINUTES

**Purpose:** This second SWAC meeting updated Pike County SWAC members on the status of the solid waste planning process and Plan document progress by MSW Consultants. Steve Deasy from MSW Consultants facilitated the SWAC meeting and conducted a PowerPoint presentation followed by open discussion with the SWAC regarding key challenges and the most important programs and services needed in Pike County.

Michael Mrozinski, Pike County Planning Director/Recycling Coordinator welcomed participants and distributed sign-in sheet and asked the attendees introduce themselves. Mike introduced Steve Deasy from MSW Consultants. In his presentation, Steve Deasy updated the SWAC regarding the status of the Plan document and noted that most of the data and text in Chapters 1-5 has been drafted. Steve explained the next steps are to develop Chapter 6 – Selection and Justification with County and SWAC input. Steve noted that Chapter 1-5 would be shared with Michael Mrozinski for review prior to sharing with the SWAC.

Steve updated the SWAC on the RFP for disposal capacity noting that 5 landfills and 2 transfer stations responded. Steve explained the County is now in the process of clarification in-kind services and will make a recommendation to the Commissioners to execute contracts. Steve reviewed the RFP results data that confirmed the responding landfills offered sufficient capacity for the 10-year planning period. 4 of 5 landfills and one transfer station offered free disposal capacity for illegally dumped wastes.

Steve reviewed the results of the municipal and residential surveys. Steve noted that 100% of the municipalities responded. Steve reviewed the following data points from the municipal survey:

- 46% of municipalities have a solid waste ordinance
- 92% of municipalities report access to trash and recycling services.
- 42% of municipalities indicate access to some form of organics collection

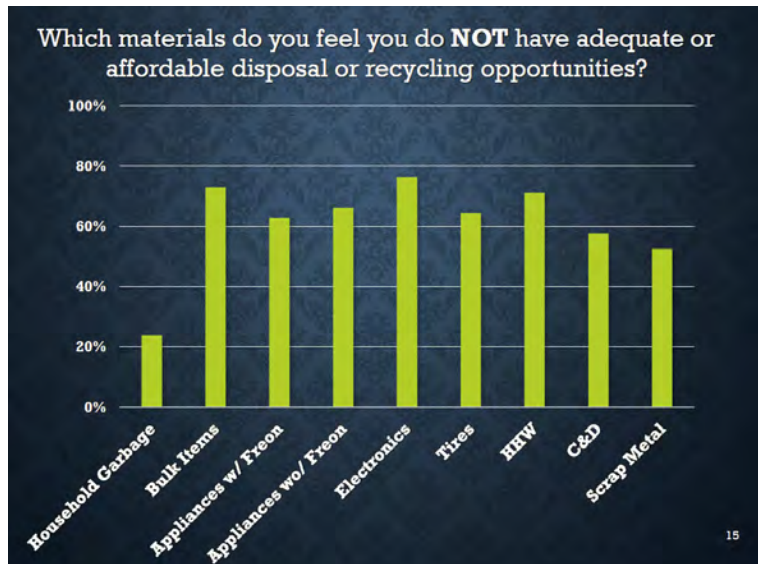
# MEETING MINUTES

## Waste & Recycling Service Summary

Municipality	Municipally Provided			Available via Private Subscription			
	Recycling Drop-off	Yard Waste Collection or Drop-off	Special Item Drop-off	Garbage Collection	Recycling	Yard Waste Collection	Bulky Item Collection
Blooming Grove			✓	✓	✓		
Delaware		✓	✓	✓	✓		
Dingman	✓		✓	✓	✓	✓	
Greene			✓	✓	✓		
Lackawaxen			✓	✓	✓		✓
Lehman		✓	✓	✓	✓	✓	
Matamoras		✓	✓	✓	✓		
Milford Borough		✓			✓		
Milford Township				✓	✓		
Palmyra	✓		✓	✓	✓		
Porter				✓			
Shohola			✓	✓	✓		
Westfall			✓	✓	✓		
<b>% of County Population</b>	<b>26.7%</b>	<b>37.2%</b>	<b>94.7%</b>	<b>98.0%</b>	<b>99.4%</b>	<b>39.3%</b>	<b>9.0%</b>

Steve reviewed the results of the residential survey, with the highlights including:

- 7 of every 10 respondents think curbside trash and recycling costs are too high.
- 7 of every 10 respondents use curbside recycling services.
- 8 of 10 feel recycling is very important.
- 9 of 10 would participate in recycling drop-off services if provided.
- Most residents do not feel affordable or adequate opportunities exist to dispose or recycling items requiring special handling (see table below).



# MEETING MINUTES

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## Open Discussion

During the open session, a number of topics were discussed. Some expressed there was unwillingness by most of the municipalities to undertake any involvement in waste management. It was generally discussed and agreed by the SWAC that the following are priorities:

- Improved standard education
- Illegal dumping prevention, including by expanding access to these services.
- For drop-off programs being considered, target valuable commodities that can be kept clean and managed efficiently. For example, collect cardboard using dumpsters with slotted openings only in areas that can be monitored.

Meeting adjourned at 11:30 a.m.

## ACTION ITEMS

Item#	Description	Responsible Party
1.	Send draft Chapters 1-5 to the County for review	MSW Consultants
2.	Finalize disposal capacity response information	MSW Consultants
3.	Comments on Draft Chapters	Pike County
4.	Oct 2 meeting by Commissioners. Review/execute Agreements	Commissioners

# MEETING AGENDA & MINUTES

## SOLID WASTE ADVISORY COMMITTEE MEETING – SWAC (3)

DATE: 02-04-20

### ATTENDEES

- Mike Mrozinski, Pike County Planning Director
- Steven Deasy, MSW Consultants
- SWAC Meeting Participants (see Sign-in Sheet)

### AGENDA

1. Summarize Key Elements of Plan Update
2. Review Disposal Capacity Agreements
3. Opportunities/Strategies to recycle & improve waste management
4. Open Discussion relating to Plan finalization and Adoption

### MEETING MINUTES

**Purpose:** This third and final SWAC meeting updated Pike County SWAC members on the key aspects of the solid waste planning process and conclusion of the final draft Plan. Steve Deasy from MSW Consultants facilitated the SWAC meeting and conducted a PowerPoint presentation followed by open discussion with the SWAC. The open discussion focused on any final comments to the Plan that was distributed to the SWAC for review. Steve Deasy lead a discussion about how proper waste management is similar to water and wastewater - that is managed with direct involvement by government (and not solely left to the private sector) to protect health, safety and welfare.

Steve updated the SWAC on the disposal capacity RFP and the executed agreements with landfills and transfer stations. Steve explained the next steps for County Commissioner adoption of the Plan and transmittal to PADEP for approval.

Key opportunities to advance responsible waste management programs in Pike County were discussed, including ongoing effort to improve County educational efforts to improve awareness of recycling and disposal option in and near the County. Leveraging competitive procurement for waste and/or recycling and special items recovery was discussed including the basic concepts of how to set up and service collection points for materials.

Meeting adjourned at 11:30 a.m.

### ACTION ITEMS

Item#	Description	Responsible Party
1.	Commissioners to Adopt Plan (resolution)	Pike County
2.	Compile Final Plan documents	MSW Consultants
3.	Distribute Final Plan to PADEP	Pike County



