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**MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE
AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT**

**COUNTIES OF COLUMBIA, LYCOMING, MONTOUR, SNYDER AND UNION,
PENNSYLVANIA**

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this ____ day of _____, 201_, by and among the 5-COUNTY REGION, made up of Columbia, Lycoming, Montour, Snyder and Union Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats, hereinafter the "5-County Region," and _____ ("Operator").

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires Columbia, Lycoming, Montour, Snyder and Union Counties ("5-County Region"), as part of its Regional Municipal Waste Management Plan ("5-County Regional Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within the 5-County Region for a period of at least ten (10) years. Under an Intergovernmental Agreement, a Regional Steering Committee (RSC) is overseeing the development of the 5-County Regional Plan on behalf of the 5 Counties. On behalf of the RSC, a Consultant Team has issued a Solicitation of Interest (SOI) to solicit responses from interested parties to negotiate an agreement to provide capacity for processing/ disposal of all or a portion of municipal waste generated by the 5-County Region, as well as potentially supporting the enhancement and sustainability of integrated waste and recyclables management services for up to a ten (10) year period, beginning in 2013. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by the 5-County Region. This Agreement provides the terms and conditions under which the Operator will provide processing/ disposal capacity and other potential services and support for the benefit of the 5-County Region.

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

Article 1. General Definitions and Terms

1.1 Definitions

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

5-County Region. The five-County Region of Columbia, Lycoming, Montour, Snyder and Union Counties, Pennsylvania.

Acceptable Waste. Municipal waste and all other wastes the Operator's Facility is permitted to accept under applicable laws and regulations.

Act 101. The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act , Commonwealth Act of July 28, 1988, No. 101, as amended.

Agreement. The Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement among the 5-County Region and the Operator's Facility, as amended, supplemented or extended.

Alternative Facility. Any duly licensed or permitted facility designated by the Operator to accept 5-County Region-generated acceptable wastes during temporary or protracted cessation of operation at the Operator's Facility.

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

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

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

Facility. Processing and/ or disposal facilities, including but not limited to municipal waste, construction/demolition and residual waste landfills, and resource recovery facilities that are fully permitted and licensed for the processing/ disposition of municipal waste (as defined herein), and/ or residual waste.

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

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

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

Leaf and Yard Waste. Leaves, garden residues, shrubbery and tree trimmings, and similar material, including grass clippings.

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

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

Operator. _____, or any permitted successors, assigns, or affiliates.

Operator's Facility. The Operator's permitted facility that is offered to provide processing and/ or disposal services under this Agreement, located in _____ (Township/Borough/City), _____ County, Pennsylvania, or in _____ (other state).

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

Permit. A permit issued by DEP, or a permit and/ or license issued by another state's regulatory agency, as required, to operate a municipal waste disposal or processing facility.

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

Plan. The 5-County Regional Municipal Solid Waste Management Plan being prepared by or on behalf of the 5-County Region, and approved or to be submitted for approval to DEP pursuant to Act 101.

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

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

Tipping Fee. The schedule of fees established by the owner or operator of a facility for accepting various types of solid waste for processing or disposal.

Ton. Two thousand (2,000) pounds.

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

Unacceptable Waste. Any material that by reason of its composition, characteristics or quantity, is ineligible for disposal at the Operator's Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C., the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state or local law, or any other material that the Operator concludes would present an endangerment to the Operator's Facility, the public health or safety, or the environment.

Waste Hauler. Anyone engaged in the business of collecting and transporting solid waste and/or recyclables.

1.2 Other Words, Terms, Phrases

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

Article 2. Representations

2.1 Representations of the 5-County Region

The 5-County Region represents and warrants that:

- (a) Columbia, Lycoming, Montour, Snyder and Union Counties are political subdivisions of the Commonwealth of Pennsylvania, acting by and through their duly authorized officials, and duly authorized under Act 101 to delegate their duties to carry on certain governmental functions as outlined in the Intergovernmental Agreement and operations contemplated by this Agreement in accordance with the 5-County Regional Plan and implementation thereof.
- (b) The five counties represented by the 5-County Region have the full power, authority and legal right to enter into and perform this Agreement and all other agreements or instruments which they may enter into under any provision of this Agreement.
- (c) This Agreement and each other agreement or instrument entered into by the 5-County Region pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the counties and will constitute a legal, valid and binding obligation of the counties.
- (d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the 5-County Region, threatened against or adversely affecting the ability of the 5-County Region to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to the 5-County Region that:

- (a) It is the owner and operator of the Operator's Facility and is permitted as such by DEP or the appropriate state regulatory agency.
- (b) It is a corporation duly organized and existing in good standing under the laws of _____ and has the corporate power and authority to enter into and perform its obligations under this Agreement and each other agreement or instrument entered into or to be entered into under any provision of this Agreement.
- (c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.
- (d) This Agreement and each other agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by and delivered by the Operator, and will constitute a legal, valid and binding obligation.
- (e) The execution, delivery and performance hereof by the Operator: (i) has the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulation applicable to the Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Operator under any agreement or instrument to which the Operator is party or by which the Operator or its assets may be bound or affected.

- (f) This Agreement has been duly authorized, executed and delivered by the Operator, and constitutes a legal, valid and binding obligation of the Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.
- (g) There is no litigation or proceeding pending or, to the knowledge of the Operator, threatened against or affecting the Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Operator to perform its obligation under this Agreement.
- (h) Except as disclosed on the Submittal Form for Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Program Support services contained in the 5-County Region's Solicitation of Interest, attached hereto and incorporated herein by reference, the Operator is not a subsidiary of any parent.

2.3 Parent Guarantee

If and to the extent that the Operator is a subsidiary of a parent, the Operator agrees to cause such parent to execute and deliver to the 5-County Region a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the 5-County Region.

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, the 5-County Region hereby agrees to include the Operator's Facility in its Plan as a designated processing/ disposal facility for municipal waste generated in the 5-County Region. The Operator acknowledges that this Agreement is nonexclusive and the 5-County Region may enter into agreements with other facilities to perform the same work and services that the Operator is contracted to perform hereunder. Nothing contained in this Agreement is meant to imply or explicitly intend to create a "put or pay" (as that phrase has generally been understood in the solid waste disposal industry) or similarly obligatory relationship between the 5-County Region and the Operator and at no time during the term of this Agreement shall the 5-County Region be obligated to deliver and dispose of acceptable waste at the Operator's Facility.

Article 3. Delivery and Disposal of Acceptable Waste

3.1 Delivery and Disposal of Acceptable Waste

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in the Submittal Form for Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Program Support services:

- (a) The 5-County Region may, at its option, cause to be delivered to the Operator's Facility during the receiving times all, part or none of the Acceptable Waste generated in the 5-County Region.
- (b) The 5-County Region or any waste hauler shall notify the Operator that it intends to exercise its right to deliver Acceptable Waste to the Operator's Facility prior to commencing the delivery of such wastes.
- (c) The Operator shall provide processing and/or disposal capacity as may be needed by the 5-County Region for all acceptable waste generated within the geographic boundaries of the 5-County Region and that the 5-County Region or any waste hauler may cause to be

delivered to the Operator's Facility. This may include delivery of acceptable waste on an occasional basis by individual 5-County Region residents in small vehicles. The Operator and the 5-County Region shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

- (d) The Operator agrees that it is reasonable to expect that, on average, waste haulers will not be required to wait more than twenty (20) minutes at the Operator's Facility before being able to unload.
- (e) The Operator shall not give preference to vehicles owned or operated by the Operator or its affiliates or by any other person.

Article 4. Conditions for the Delivery and Disposal of Waste

4.1 Control Procedures/Weighing of Waste Deliveries

- (a) The Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of 5-County Region's waste haulers and occasional 5-County Region individual residents delivering municipal waste from the 5-County Region sources to the Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, county of origin (including split counties of origin, as appropriate), and weight of all waste prior to disposal at the Operator's Facility.
- (b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. The 5-County Region or waste haulers may at all times have access to the scale accuracy records of the Operator. If the scale is inoperable for any reason, the waste haulers may use another certified scale of their choice, or the Operator may direct vehicles to another certified scale closest to the Operator's Facility. If none are available, estimated weights based on historic data pertinent to the affected waste haulers shall take the place of actual weighing during the scale outage. The Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the waste haulers, and the Operator shall use this information to invoice the waste haulers for disposal at the Operator's Facility.
- (c) Operator shall at all times have an approved radioactive materials screening and monitoring system in effect, and shall employ an approved Radiation Protection Action Plan (RPAP) approved by the Department or, of in another state, the requirements of that state. The identification and handling of radioactive materials identified by such system shall be handled in accordance with the RPAP and regulatory requirements.

4.2 Receiving Time/Hours of Operation

- (a) The Operator's Facility shall be available to receive waste during the receiving times specified in the Submittal Form for Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Support services, attached hereto and incorporated herein by reference.
- (b) If the 5-County Region or a waste hauler requests and the Operator agrees, a waste hauler may deliver waste at times in addition to the specified receiving times at a cost which may exceed the fees herein as mutually agreed upon by such waste hauler and the Operator.

- (c) Upon request by the 5-County Region, the Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

4.3 Right to Refuse Delivery

- (a) Except as noted in Article 4.2, the Operator may refuse waste delivered at hours other than the specified receiving times.
- (b) The Operator shall have the right and discretion to inspect any load entering the Operator's Facility and may refuse: (i) waste for which specific regulatory agency approval is required when approval has not been obtained prior to delivery; (ii) loads containing significant amounts of hazardous waste, provided that inadvertent deliveries of hazardous waste shall not constitute a breach by the 5-County Region of any of its obligations under this Agreement; or (iii) loads containing significant amounts of unacceptable waste. The Operator may refuse delivery of the entire load or only the portion that contains the unacceptable materials. The Operator shall notify waste haulers prior to initial waste delivery of the Operator's waste monitoring program and expected procedures and responsibilities under such program.
- (c) The Operator's Facility may not reject a load of Acceptable Waste from the 5-County Region for any reason except those listed in Article 4.3 (a) and (b). Reaching the average daily permitted capacity may not be used as a basis for rejecting 5-County Region-generated loads of Acceptable Waste.

4.4 Complaints

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

4.5 Title to Municipal or Residual Waste

Except in the case where hazardous or unacceptable wastes are delivered to the Operator's Facility, title to the municipal or residual waste and any benefits of marketing materials or energy recovery shall pass to the Operator upon delivery to the Operator's Facility and acceptance of waste by the Operator.

4.6 Permits

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

Article 5. Recordkeeping and Reporting Requirements

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

5.1 Basic Reporting Requirements

- (a) The Operator shall provide the 5-County Region with quarterly reports of all types and origin of waste generated in the 5-County Region and delivered to the Operator's Facility by waste haulers and occasional individual 5-County Region residents, concurrent with remittance of any negotiated fees due to the 5-County Region by the Operator. These reports should include the totals by month for each type of waste. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the 5-County Region, copies of said reports may be submitted to the 5-County Region to comply with the Operator's reporting requirements.
- (b) Along with quarterly reports, the Operator should provide: (i) names of waste haulers delivering loads of 5-County Region-generated wastes; and (ii) a statement that the Operator's permit for the Operator's Facility has not been revoked or suspended, and that the Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, DEP and 5-County Region regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

The Operator shall provide written notification to the 5-County Region 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; (iv) changes in materials accepted, or; (v) changes in ownership.

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the 5-County Region and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of 5-County Region-generated municipal waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

Article 6. Tipping Fees and Other Charges

6.1 Tipping Fees

- (a) The Operator shall not charge a tipping fee to any 5-County Region waste hauler or occasional individual 5-County Region resident that exceeds the maximum rates for a given calendar year established by this Agreement for each type of waste. Nothing in this Agreement shall prevent or preclude the Operator from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Agreement. All rates shall, however, include the following fees: (i) Act 101 host municipality fee plus any additional fee negotiated by the host municipality; (ii) other Act 101 mandated fees; (iii) any Growing Greener or other state fees, and; (iv) any negotiated 5-County Region fees.
- (b) The 5-County Region shall not be responsible for the direct payment of tipping fees to the Operator under the Agreement. All tipping fees shall be paid directly by the waste haulers that deliver the waste to the Operator's Facility. The Operator shall be responsible for the billing and collection of all tipping fees.

- (c) Unless the 5-County Region and the Operator mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Agreement.

6.2 Negotiated 5-County Region Fees

(to be completed if appropriate)

Article 7. Insurance

- (a) The Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverage consistent with all current DEP regulations. The 5-County Region and Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement; to the extent such loss or damage is recovered under insurance policies.
- (b) The counties represented by the 5-County Region shall be designated as additional insured under all required insurance policies and shall be provided with copies and certificates of said insurance policies. Each such insurance policy shall provide each of the five counties with a thirty (30) day notice of cancellation.

Article 8. Indemnification

8.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the counties represented by the 5-County Region, its officers, members, employees, agents, contractors and subcontractors (5-County Region indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the 5-County Region indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property arising out of:

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

The Operator shall not be liable or required to indemnify or reimburse the 5-County Region or any 5-County Region indemnified party for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Agreement or the willful or negligent act, tortuous activity, error or omission of the 5-County Region or 5-County Region indemnified parties.

8.2 Cooperation Regarding Claims

If either the counties represented by the 5-County Region or the 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 5-County Region against the Operator pursuant to Article 8.1, 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

Operator of any obligation of indemnification it may have under Article 8.1 unless such failure shall materially diminish the ability of the Operator to respond to, or to defend the party failing to give such notice against such claim, demand, action, suit or proceeding. The 5-County Region and the 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 8.1, the Operator shall, upon acknowledgment in writing of its obligation to indemnify the 5-County Region, be entitled to cooperate with the 5-County Region with respect to the defense. With the written consent of the 5-County Region, the Operator may assume the defense or represent the interests of the 5-County Region with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the 5-County Region and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the 5-County Region and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the 5-County Region shall undertake in good faith to resolve the dispute. If the 5-County Region and the Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Lycoming County, Pennsylvania, in equity or to law to litigate such disputes.

9.2 Events of Default by 5-County Region

The persistent or repeated failure or refusal by the 5-County Region to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the 5-County Region hereunder, unless such failure or refusal shall be excused or justified by a default by the Operator, provided, however, that no such failure or refusal shall constitute an event of default unless and until:

- (a) The Operator shall have given written notice to the 5-County Region stating that in its opinion a particular default or defaults (to be described in reasonable detail in such notice) exists which will, unless corrected, constitute a material breach of this Agreement on the part of the 5-County Region; and
- (b) The 5-County Region shall have failed to cure such default within thirty (30) days from its receipt of the written notice given pursuant to Article 9.2 (a) above, provided that if the 5-County Region shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, the 5-County Region's failure to complete its cure of the indicated default shall not constitute an event of default for as long as the 5-County Region is continuing to take reasonable steps to cure such default within the earliest practicable time.

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the 5-County Region or its waste haulers or occasional individual 5-County Region residents delivered to the Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement.

9.4 Force Majeure

Neither the Operator nor the 5-County Region 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 Operator or the 5-County Region and which the Operator or 5-County Region was unable to avoid by exercise of reasonable diligence. Documentation of the event that caused the Operator to be unable to meet its obligation hereunder must be submitted to the 5-County Region within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 5-County Region or Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective, a waiver must be in writing and signed by the party granting such waiver.

Article 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2013. The Operator shall begin to accept waste deliveries from 5-County Region sources under the terms and conditions of this Agreement on this date.

10.2 Term of Agreement

The term of this Agreement shall commence on the effective date, and the total length of the Agreement shall be for up to ten (10) years, unless further extended upon mutual agreement of all parties. The Agreement shall be separated into two equal terms. The initial term of the Agreement shall be for five (5) years, commencing on the effective date, with an option to renew the Agreement for an additional term of five (5) years. The Agreement shall expire at the end of the first term (five (5) years from the effective date), unless the 5-County Region has exercised its right to renew the Agreement or agreed to an alternate Agreement period. The 5-County Region shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the 5-County Region and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 5-County Region or Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

Article 11. Miscellaneous

11.1 Assignment

(a) This Agreement may not be assigned by either the 5-County Region or the Operator or its rights sold by Operator except with the written consent of the 5-County Region or Operator

or as further provided in this Article. The 5-County Region may, however, contract with a third party or parties for the collection, transportation, processing and disposal of waste, and such contracting will not be interpreted as an assignment of this Agreement. Further, any municipality within the political boundaries of the 5-County Region and/or any waste hauler may avail themselves of the rights of the 5-County Region under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of the 5-County Region in this Agreement. The Operator shall not assign this Agreement except to a licensed and permitted successor to the Operator capable of performing all covenants of this Agreement and with ninety (90) days prior written notice to the 5-County Region and the written consent of the 5-County Region.

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

11.2 Notices

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:

5-County Region: TBD

Operator: TBD

Either the 5-County Region or Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

11.3 Entire Agreement/Modifications

The provisions of this Agreement, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Services Agreement between the 5-County Region and the Operator, superseding all prior disposal capacity Agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. The 5-County Region and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

11.4 Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the 5-County Region and Operator shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in

light of such determination, implement and give effect to the intentions of the 5-County Region and Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

11.5 Change of Ownership

In the event of any change of control or ownership of the Operator's Facility, the 5-County Region shall maintain the right to hold the original Owner solely liable. The 5-County Region 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.

11.6 Governing Law

This Agreement and any question concerning its validity, construction, or performance shall be governed by the domestic laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the 5-County Region and Operator are affixed or of the place or places of performance. The Operator shall conduct the services provided for in this Agreement in compliance with all applicable federal and state laws and regulations.

11.7 Joint and Severable Liability

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

11.8 Counterparts

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

11.9 No Co-Partnership or Agency

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to in any respect create or establish the relationship of co-partners between the 5-County Region and the Operator, or as constituting the Operator the general representative or general agent of the 5-County Region for any purpose whatsoever.

11.10 Section Headings/References

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

11.11 Conventions

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;

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

11.12 Nondiscrimination

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

Article 12. Integrated Waste and Recyclables Management Program Support

12.1 Minimum Processing/ Disposal Capacity Donation for Non-Profit Activities

(to be completed based on Operator's response in Submittal Form)

12.2 Negotiated Integrated Waste and Recyclables Management Program Support

(to be completed as appropriate based on Operator's response in Submittal Form and subsequent interviews and negotiations with 5-County Region representatives)

IN WITNESS WHEREOF, the counties represented by the 5-County Region and the Operator have caused this Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement to be executed as of the date and year first written.

5-COUNTY REGIONAL REPRESENTATIVES

For Columbia County:

Witness: _____ By: _____

Date: _____ Title: _____

For Lycoming County:

Witness: _____ By: _____

Date: _____ Title: _____

For Montour County:

Witness: _____ By: _____

Date: _____ Title: _____

For Snyder County:

Witness: _____ By: _____

Date: _____ Title: _____

For Union County:

Witness: _____ By: _____

Date: _____ Title: _____

OPERATOR

Witness: _____ By: _____

Date: _____ Title: _____

DRAFT
MUNICIPAL WASTE TRANSFER STATION AGREEMENT

Among
_____ Transfer Station and the 5-County Region, Representing the Counties of
Columbia, Lycoming, Montour, Snyder and Union, Pennsylvania

In accordance with recommendations contained in the 5-County Regional Municipal Waste Management Plan (5-County Regional Plan), serving Columbia, Lycoming, Montour, Snyder and Union Counties, municipal waste, including conventional municipal waste, construction/ demolition waste, infectious/ chemotherapeutic waste, and "special handling" municipal wastes that are generated from within the boundaries of the 5-County Region, must be processed/ disposed at a Designated Facility listed in 5-County Regional Plan. This Plan is currently under development, and is expected to be finalized and approved in 2012.

This Agreement is made this _____ day of _____, 201_ by and among the 5-COUNTY REGION, made up of Columbia, Lycoming, Montour, Snyder, and Union Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats, hereinafter the "5-County Region," and _____ ("Transfer Station"). By signing this agreement, Transfer Station acknowledges that all municipal waste that it receives at its transfer facility, that is generated from within the boundaries of Columbia, Lycoming, Montour, Snyder and Union Counties, and that is to be disposed of, will be delivered to the aforementioned Designated Facilities.

Transfer Station agrees to maintain a valid municipal waste transfer operating permit with the PA Department of Environmental Protection, and to remain in compliance with all federal, state and local laws, rules and regulations throughout the period of this Agreement.

Further, Transfer Station agrees to accurately track and report (to the disposal site(s) that the waste is delivered to, on a per-load basis, and to the 5-County Region, on an annual basis) the types and quantities of municipal waste accepted and transferred by Transfer Station from the 5-County Region to each Designated Facility(ies), including designation of the county(ies) of origin from which the transfer station receives the waste (i.e. from the county(ies) of origin that generated the waste).

This Agreement will take effect on January 1, 2013. This Agreement will remain in effect for a period of five (5) years, and the 5-County Region shall maintain an option, in its sole discretion, to renew this contract for an additional five (5) years. If a Designated Facility referenced above should decide to no longer accept waste from the Counties specified, or if additional Designated Disposal Facilities are approved for the acceptance of 5-County Region municipal Waste, through the Regional Plan's process to add facilities to the plan, Transfer Station must discontinue use of (in the case of a facility that terminates services to the 5-County Region), or may begin utilizing (in the case of newly Designated Facilities) such Designated Facilities for processing/ disposal of such municipal wastes from the 5-County Region.

IN WITNESS WHEREOF, the counties represented by the 5-County Region and the Transfer Station have caused this Municipal Waste Transfer Station Agreement to be executed as of the date and year first written.

5-COUNTY REGIONAL REPRESENTATIVES

For Columbia County:

Witness: _____

By: _____

Date: _____

Title: _____

For Lycoming County:

Witness: _____

By: _____

Date: _____

Title: _____

For Montour County:

Witness: _____

By: _____

Date: _____

Title: _____

For Snyder County:

Witness: _____

By: _____

Date: _____

Title: _____

For Union County:

Witness: _____

By: _____

Date: _____

Title: _____

TRANSFER STATION

Witness: _____

By: _____

Date: _____

Title: _____

_____ County
**Petition Form to Add a Landfill
To
Approved Plan**

Purpose of Petitioning Process

_____ County has, through Disposal Capacity Agreements, secured a sufficient amount of disposal capacity for all municipal waste generated in the County. However, business opportunities may arise for DEP licensed haulers, municipalities or businesses to utilize facilities other than those designated in the latest revision to the 5-County Regional Solid Waste Plan. Therefore, included in the Plan is a process by which additional disposal facilities can be added. This form is to be used to notify the County of a party's interest in using another facility and provides the County with preliminary information to contact the facility. Upon completion of this form, a representative of the County will communicate with the following individual to discuss the complete information that would be required to be considered for addition to the Plan.

Note that facilities currently included in the Plan responded to a Solicitation of Interest for Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Program. Those facilities wishing to be added to the Plan will be required to respond to this same Solicitation of Interest, such that their interest in participating in the Integrated Waste and Recycling Management Program can be assessed.

Please complete the form and mail to:

Place appropriate _____ County information here

Petitioning Party's Name: _____

Address: _____

Phone Number: _____

**If a licensed hauler, provide
License number** _____

Name of Requested Facility: _____

Facility Contact Person: _____

Facility Address: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

On a separate sheet, provide an explanation for requesting the use of an additional facility not currently included in the 5-County Regional Solid Waste Management Plan.

**EXETER TOWNSHIP
BOARD OF SUPERVISORS
BERKS COUNTY, PENNSYLVANIA**

ORDINANCE NO _____

AN ORDINANCE OF THE TOWNSHIP OF EXETER, BERKS COUNTY, PENNSYLVANIA, AMENDING ORDINANCE # 476. PROMOTING THE HEALTH, SAFETY AND GENERAL WELFARE OF EXETER TOWNSHIP BY REGULATING OPEN BURNING AND, OR OUTDOOR FIRES AND REGULATING BONFIRES, OUTDOOR FIREPLACES, INDOOR FIREPLACES, INDOOR WOOD BURNING AND COAL STOVES, INCINERATORS, HANDLING OF ASHES AND COMBUSTIBLE RUBBISH AND PROVIDING THE ENFORCEMENT THEREOF.

BE IT AND ORDAINED by the Board of Supervisors of the Township of Exeter, Berks County, Pennsylvania, and it is hereby **ENACTED AND ORDAINED** by the authority of the same, as follows:

ARTICLE I. DEFINITIONS

For the purposes of this Ordinance, the following terms shall be defined as set forth below, unless a different meaning is plainly required by the context.

- 1.01 “PERSON” shall mean any natural person, partnership, firm, association or corporation.
- 1.02 “ORGANIC MATERIAL” shall mean material derived from living organisms such as wood, paper and yard scraps.
- 1.03 “NON-ORGANIC MATERIAL” shall mean material derived or formed from inanimate objects, other than vegetable, such as tin cans, glass crockery, metals, plastic and similar materials.
- 1.04 “BRUSH” shall mean bushes, shrubs, thickets, tree trimmings, hedge clippings and small trees.
- 1.05 “OPEN BURNING” shall mean burning any material in the open atmosphere, including burning in 55-gallon drums, outdoor fireplaces or other containers.
- 1.06 “RECYCLABLE” shall mean any material that is required to be recycled in Exeter Township under the Pennsylvania Act 101, including scrap lumber (non-treated/painted) and brush.

ARTICLE II. OPEN FIRES AND OUTDOOR FIRES

- 2.01 It shall be unlawful for any person to open burn any material, including the following at any time in any zone within Exeter Township.

Household trash, books magazines, newspapers, cardboard and/or any items that are required to be recycled in Exeter Township under the Pennsylvania Act 101, including brush and scrap lumber or any vegetation, plywood, drywall plastic products, insulation material, upholstered furniture, garbage, dead animals, human and animal excrement, human and animal hair, rubber products including tires, hydrocarbon products or flammable liquids, asphalt or tar shingles or roofing materials, bedding, foam rubber, nylon, rayon, cotton, wool, polyester or other synthetic material, insulation from copper or other wiring, solid waste and/or construction waste as defined by the Pennsylvania Solid Waste Management Act and 25 PA Code 271.1.

EXCEPT where fire or burning operations result from:

- A. Any fire set for the purpose of training and instructing authorized personnel in fire fighting, and training of persons in the use of portable fire extinguishers. (permit required)
- B. Any campfire or bon-fire solely for organized recreational or ceremonial purposes. (permit required)
- C. Any fire set for the prevention and/or control of disease of pests, rats, snakes, bees, etc. (permit required)
- D. Any fire set to keep persons warm at a building construction site, public gathering or other outdoor function, when in the Fire Marshal's opinion, it does not create a fire hazard. Fire must be containerized and only wood may be burned. (permit required)
- E. The burning of ONLY brush, exclusively for agricultural management and conservation practices & protection, and provided burning is located 100 feet or more from any building or structure. Brush must originate from the same property (permit required)

2.02 The Fire Marshal, his Assistant Fire Marshals', a Police Officer or Code Enforcement Officer may suspend the above regulations at any time when the following conditions exist:

- A. When Smoke and/or ash emission are or may be objectionable, offensive or deleterious to human or animal health or permeate or crosses neighboring properties, and/or falls on buildings, vehicles or vegetation.
- B. When extreme dry conditions or drought warrant a ban on all burning.



BRADY TOWNSHIP SUPERVISORS
LYCOMING COUNTY
1986 ELIMSPORT ROAD
MONTGOMERY, PA 17752

TELEPHONE: 570-547-2220 • FAX: 570-547-2215

ORDINANCE NO.02-2
AN ORDINANCE OF BRADY TOWNSHIP REGULATING THE
BURNING OF RECYCLABLE MATERIALS WITHIN THE
TOWNSHIP AND DEFINING RESTRICTIONS, VIOLATIONS AND
PENALTIES

BE IT ENACTED AND ORDAINED by the Supervisors of Brady Township, Lycoming County, Pennsylvania, and it is hereby enacted and ordained by the Authority of the same as follows:

SECTION 1: RESTRICTIONS

No person shall burn any recyclable material on public or private property. The burning of paper in paper burners is permitted.

SECTION 2: DEFINITIONS

1. "Recyclable material" shall mean an item identified by Act 101 of 1988, as amended; as a recyclable material and which is a material collected in Brady Township by the Lycoming County recycling system.

2. "Person" shall include any individual, corporation, association, partnership, authority or any other legal entity whatsoever recognized by law.

3. "Paper burner" shall mean a 55-gallon drum or barrel, or a similar container, covered during burning with a screen with holes no larger than one inch square.

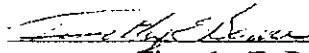
SECTION 3: VIOLATIONS AND PENALTIES

Upon conviction of any violation of this Ordinance, the person shall be guilty of a summary offense and upon conviction shall pay a fine to the Township of not less than \$25.00 nor more than \$300.00 and/or imprisonment for a term not to exceed 90 days.

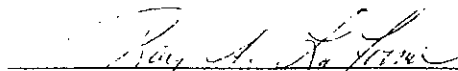
SECTION 4: EFFECTIVE DATE

This Ordinance shall become effective five (5) days from the enactment hereof.

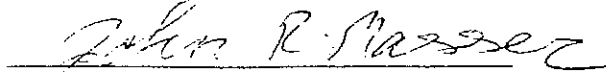
ENACTED this 25th. day of March , 2002.



Timothy E. Bower



Ray A. LaForme



John R. Masser

ORDINANCE NO. 2006-8

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF SOUTH WILLIAMSPORT, LYCOMING COUNTY, PENNSYLVANIA AMENDING CHAPTER 7 "OPEN BURNING" OF THE BOROUGH OF SOUTH WILLIAMSPORT, PENNSYLVANIA ADOPTED OCTOBER 14, 1974 AND AMENDED

WHEREAS, the Borough of South Williamsport (the Borough) enacted an Open Burning Ordinance on October 14, 1974; Ordinance No. 1974-52; and

WHEREAS, the Borough has amended the Open Burning Ordinance on several occasions; and

WHEREAS, the Borough desires to eliminate open burning.

NOW, THEREFORE, the Council for the Borough of South Williamsport hereby ordains and enacts as follows:

SECTION 1. Section 7-101 through 7-107 of Chapter 7 "Open Burning" are hereby repealed.

SECTION 2. Chapter 7 "Open Burning" of the Code of the Borough of South Williamsport is hereby amended as follows:

7-101. Definitions. Unless otherwise expressly stated, the following terms shall, for the purpose of this Chapter, have the meanings set forth in this Section.

7-102. Approved Containers.

A. An appliance or device used for a recreational fire approved and listed by a recognized testing agency, which is used in accordance with the listing and manufacturer's instructions. The use of such appliance is limited to residential, small commercial, or non-profit use not requiring a building permit for installation and approval of permits of other state and federal agencies, the installation of which will be subject to applicable codes and regulations.

B. Outdoor fireplaces constructed and intended for a recreational fire for residences, small commercial or non-profit application. Such fireplaces shall have an essentially contained fire chamber in which all burning takes place and a flue or chimney through which exhaust, gas, smoke or emissions escape.

BONFIRE -- An outdoor fire used for ceremonial or training purposes.

OUTDOOR BURNING -- A fire, the air contaminants from which emitted directly into the outdoor atmosphere and not directed thereto through a flue/vent, stack, or chimney which is part of an inhabited building used for residential, business, industrial or other public or private purposes.

OUTDOOR FURNACE -- A device located outside an inhabited building and used to burn combustible materials for the purpose of generating heat inside the inhabited building. An outdoor furnace shall be considered an "accessory structure" for purposes of any other ordinance or regulation applying to or effective in the borough of South Williamsport including, but not limited to, Zoning Ordinances and Building Codes.

RECREATION FIRE -- An outdoor fire which is used to cook food for human consumption. 932

7-103. General Prohibition on all Outdoor Burning. Except as set forth in Sections 69-3 through 39-5 under no circumstances shall any person perform or cause to be performed or permit to be performed any outdoor burning of any material, including but not limited to, garbage, rubbish, refuse, trash, paper, paper products, rubber, wire, roofing shingles, plastic/synthetic materials, brush trimmings, rakings, leaves, grass, wood, coal, wood products and other similar materials.

7-104. Outdoor Burning -- Recreational Fires. Recreational fires in approved containers are hereby permitted.

7-105. Outdoor Burning -- Bonfires. A bonfire may be made for purposes such as fire company drills, pep rallies, and public celebrations upon application submitted to the Borough and approved by the Mayor.

7-106. Outdoor Furnaces. Outdoor furnaces that are constructed, installed or in the use as of June 1, 2005 are grandfathered.

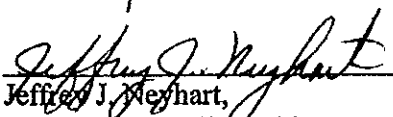
7-107. Violations and Penalties. Any person, firm, or corporation that violates any provision of this Part shall, upon the final liability thereof, be fined a civil penalty of \$25.00 plus costs for the first violation; \$50.00 plus costs for the second violation; and \$100.00 plus costs for the third and subsequent violations. Each day that a violation exists shall be considered a separate violation.

7-108. Enforcement Personnel. Violations of this Part shall be enforced by the Borough Fire Chief, the Chief Fire Inspector, the Assistance Fire Inspector, the Code Officer or the Assistant Code Officer.


7-109. Rebuttal Presumption. There shall be a rebuttable presumption that the individual or entity in possession of the premises is responsible for the violation.

This Ordinance shall be effective February 1, 2007.

This ordinance approved/~~vetoed~~ this 13TH day of November, 2006.


Jeffrey J. Meyhart,
Borough Council President

ATTEST:


Donna Brink, Borough Secretary

PADEP MODEL AIR POLLUTION CONTROL ORDINANCE
Open Burning

An ordinance of (municipality), _____ County, Commonwealth of Pennsylvania for the prevention and control of air pollution; defining certain terms used herein; providing for regulations, exceptions, enforcement orders, responsibility of owners and operators, penalties, unlawful conduct, public nuisances, repealing previous ordinance (number), and validity.

SECTION I. Title

This ordinance shall be known and may be cited as the (municipality) Air Pollution Control Ordinance of (year).

SECTION II. Authority

The (Council-Board) of the (municipality), under, and by virtue of and pursuant to the authority granted by (enabling authority/code) do hereby enact and ordain this ordinance.

SECTION III. Policy

Whereas the (Council-Board) of (municipality) has determined that air pollution from open burning may be detrimental to the health, comfort, living conditions, welfare, and safety of the citizens of (municipality), it is hereby declared to be the policy of (municipality) to safeguard the citizens of (municipality) from such air pollution.

SECTION IV. Definitions

The following words, terms, and phrases, when used in this ordinance, unless the context clearly indicates otherwise, shall have the following meanings ascribed to them:

(1) Act 101 Recyclables – Materials which are readily recyclable in many markets including old newsprint, high grade office paper, corrugated cardboard, other marketable grades of paper, mixed paper, aluminum cans, steel or bimetallic cans, mixed cans, amber glass, clear glass, green glass, mixed glass, PET plastics, HDPE plastics, mixed plastics, other recyclable plastics, commingled materials, single stream materials.

(2) Air basin -A geographic area of this Commonwealth as delimited in attachment A.

(3) Air curtain destructor -A mechanical device which forcefully projects a curtain of air across a pit in which open burning is being conducted so that combustion efficiency is increased and smoke and other particulate matter are contained.

(4) Burning -The act of consuming by fire; to flame, char, scorch, or blaze. As used in this ordinance, smoldering shall have the same meaning as burning and any smoldering shall be deemed a burning.

(5) Clearing and grubbing wastes -Trees, shrubs, and other native vegetation which are cleared from land during or prior to the process of construction. The term does not include demolition wastes and laden roots.

(6) Composting the process by which organic solid waste is biologically decomposed under controlled anaerobic or aerobic conditions to yield a humus-like product.

(7) Council-Board -Borough Council, Township Board of Supervisors.

(8) Domestic refuse -Waste which is generated from the normal occupancy of a structure occupied solely as a dwelling by two families or less. The term does not include appliances, carpets, demolition waste (insulation, shingles, siding, etc.), furniture, mattresses or box springs, paint putrescible waste, solvents, tires, or treated wood.

(9) Leaf Waste – Leaves, garden residue, shrubbery and tree trimmings, and similar material but not including grass clippings.

(10) Municipality -A city, incorporated town, township, borough, county municipal authority, or other public body created under State law having jurisdiction over the disposal of sewage, industrial wastes, or other wastes.

(11) Open burning A fire, the air contaminants from which are emitted directly into the outdoor atmosphere and not directed thereto through a flue.

(12) Person -Any individual, public or private corporation for profit or not for profit, association, partnership, firm, trust, estate, department, board, bureau or agency of the Commonwealth or the Federal Government, political subdivision, municipality, district, authority, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

(13) Yard waste -Leaves, grass clippings, garden residue, tree trimmings, chipped shrubbery, and other vegetative material.

SECTION V. Regulations

After (the effective date) no person may permit the open burning of material with the exception of the following:

(1) A fire set to prevent or abate a fire hazard, when approved by the Department of Environmental Protection's Regional Air Quality Program office and set by or under the supervision of a public officer.

(2) Any fire set for the purpose of instructing personnel in fire fighting, when approved by the Department of Environmental Protection's Regional Air Quality Program office.

(3) A fire set for the prevention and control of disease or pests, when approved by the Department of Environmental Protection's Region Quality Program's Office.

(4) A fire set for the purpose of burning clearing and grubbing waste. If within an air basin an air curtain destructor must be used and must be approved by the Department of Environmental Protection's Regional Air Quality Program's Office.

(5) A fire set in conjunction with the production of agricultural commodities in their unmanufactured state on the premises of the farm operation.

(6) A fire set for the purpose of burning that amount of domestic refuse generated from one dwelling, when the fire is on the premises of a structure occupied solely as a dwelling by two families or less and when the refuse results from the normal occupancy of said structure.

There shall be no burning of Act 101 recyclables or leaf waste in Lehigh County, whether at a residence or business. To reduce the unit cost associated with conversion of organics to usable compost, all yard waste and grass clippings collected within the County should be taken to the Lehigh County Organics Recycling Facility, or to a Lehigh County Organics Recycling Facility satellite site, or to a pre-existing, in-County municipally owned composting facility with an active PADEP permit to operate. Increasing the overall volume and variety of incoming organic material will improve the quality of the final product and assure a predictable flow of material through the process. In addition, no resident or business will be allowed to burn any items mandated or collected as a recyclable in the local municipality.

(7) A fire set solely for cooking food.

(8) A fire set solely for recreational or ceremonial purposes.

(9) No fires shall be left unattended. Any burning device shall be covered with a screen and not allowed to smolder.

[Note to the municipality: Municipal ordinances may not be less stringent than the regulations of the Department of Environmental Protection. Municipal ordinances may be more stringent than the regulations. If the municipality wishes to ban open burning of domestic refuse and/or yard waste, delete items 6 and 7 above from the municipal ordinance. If the municipality wishes to totally ban all open burning, simply enact a municipal ordinance which bans all open burning.]

SECTION VI. Enforcement Orders

(1) The (municipality) (supervisor, codes officer, zoning officer, or any other duly authorized agent) shall have the power and duty to enforce the provisions of this ordinance.

(2) The (municipality) may issue such orders as are necessary to aid in the enforcement of the provisions of this ordinance. These orders shall include, but shall not be limited to: orders requiring persons to cease unlawful open burning which, in the course of its occurrence, is in violation of any provision of this ordinance; orders to take corrective action or to abate a public nuisance; orders requiring the testing, sampling, or monitoring of any open burning; or orders requiring production of information. Such an order may be issued if the (municipality) finds that any condition existing in or on the facility or source involved is causing or contributing to open burning or if the (municipality) finds that any person is in violation of any provision of this ordinance.

(3) The (municipality) may, in its order, require compliance with such conditions as are necessary to prevent or abate open burning or affect the purposes of this ordinance.

(4) An order issued under this section shall take effect upon notice, unless the order specifies otherwise. An appeal to the (quasi judicial body) of the (municipality's) order shall not act as a supersedes, provided, however, that, upon application and for cause shown, the (quasi judicial body) may issue such a supersedes under rules established by the (quasi judicial body).

(5) The authority of the (municipality) to issue an order under this section is in addition to any remedy or penalty which may be imposed pursuant to this ordinance. The failure to comply with any such order is hereby declared to be a public nuisance.

SECTION VII. Responsibility of Owners and Operators

(1) Whenever the (enforcing officer) finds that open burning is occurring in the (municipality), other than those exceptions noted in Section V above, the (enforcing officer) may order the owner or operator to take corrective action in a manner satisfactory to the (municipality) or the (enforcing officer) may order the owner or operator to allow access to the land by the (enforcing officer) or a third party to take such action.

(2) For purposes of collecting or recovering the costs involved in taking corrective action or pursuing a cost recovery action pursuant to an order or recovering the cost of litigation, oversight, monitoring, sampling, testing, and investigation related to a corrective action, the (municipality) may collect the amount in the same manner as civil penalties are assessed and collected following the process for assessment and collection of a civil penalty contained in Section IX of this ordinance.

SECTION VIII. Criminal Penalties

Any person who violates any provision of this ordinance or any order of the (municipality) issued pursuant to this ordinance commits a summary offense and shall, upon conviction, be sentenced to pay a fine of not less than one hundred dollars (\$100.00) nor more than two thousand five hundred dollars (\$2,500.00) for each separate offense and, in default of the payment of such fine, may be sentenced to imprisonment for ninety (90) days for each separate offense. Employees of the (municipality) authorized to conduct inspections or investigations are hereby declared to be law enforcement officers authorized to issue or file citations for summary violations under this ordinance, and the (municipal) Counsel is hereby authorized to prosecute these offenses. For purposes of this section, a summary offense may be prosecuted before any district justice in this (municipality). There is no accelerated rehabilitative disposition authorized for a summary offense.

SECTION IX. Civil Penalties

(1) In addition to proceeding under any other remedy available at law or in equity for a violation of a provision of this ordinance or any order issued pursuant to this ordinance, the (municipality) may assess a civil penalty for the violation. The penalty may be assessed whether or not the violation was willful. The civil penalty so assessed shall not exceed ten thousand dollars (\$10,000.00) per day for each violation. In determining the amount of the penalty, the (municipality) shall consider the willfulness of the violation; damage to air, soil, water, or other

natural resources of the (municipality) or their uses; financial benefit to the person in consequence of the violation; deterrence of future violations; cost to the (municipality); the size of the source or facility; the compliance history of the source; the severity and duration of the violation; degree of cooperation in resolving the violation; the speed with which compliance is ultimately achieved; whether the violation was voluntarily reported; other factors unique to the owners or operators of the source or facility; and other relevant factors.

[Note to the municipality: The allowable amounts for the penalty increase in 1995 to \$15,000.00 per day for each violation and in 1996 and thereafter to \$25,000.00 per day for each violation. The municipality may want to write these amounts into its ordinance as appropriate.]

(2) When the (municipality) proposes to assess a civil penalty, it shall inform the person of the proposed amount of the penalty. The person charged with the penalty shall then have thirty (30) days to pay the proposed penalty in full; or if the person wishes to contest the amount of the penalty or the fact of the violation to the extent not already established, the person shall forward the proposed amount of the penalty to the (quasi judicial body) within the thirty (30) day period for placement in an escrow account with the State Treasurer or any Commonwealth bank or post an appeal bond to the (quasi judicial body) within thirty (30) days in the amount of the proposed penalty, provided that such bond is executed by a surety licensed to do business in the Commonwealth and is satisfactory to the (municipality). If, through (administrative or final judicial review of the proposed penalty, it is determined that no violation occurred or that the amount of the penalty shall be reduced, the (quasi judicial body) shall, within thirty (30) days, remit the appropriate amount to the person with any interest accumulated by the escrow deposit. Failure to forward the money or the appeal bond at the time of the appeal shall result in a waiver of all legal rights to contest the violation or the amount of the civil penalty unless the appellant alleges financial inability to prepay the penalty or to post the appeal bond. The (quasi judicial body) shall conduct a hearing to consider the appellant's alleged inability to pay within thirty (30) days of the date of the appeal.

The (quasi judicial body) may waive the requirement to prepay the civil penalty or to post an appeal bond if the appellant demonstrates and the (quasi judicial body) finds that the appellant is financially unable to pay. The (quasi judicial body) shall issue an order within thirty (30) days of the date of the hearing to consider the appellant's alleged inability to pay. The amount assessed after administrative hearing or after waiver of administrative hearing shall be payable to the (municipality) and shall be collectible in any manner provided by law for the collection of debts, including the collection of interest on the penalty amount computed in accordance with section 6621(a) (2) of the Internal Revenue Code of 1986 (Public Law 99-514, 26 U.S.C. § 1 et seq.) from the date of assessment of the penalty. If any person liable to pay any such penalty neglects or refuses to pay the same after demand, the amount, together with interest and any costs that may accrue, shall constitute a debt of such person, as may be appropriate, to the (municipality). The debt shall constitute a lien on all property owned by said person when a notice of lien incorporating a description of the property of the person subject to the action is duly filed with the prothonotary of the court of common pleas where the property is located. The prothonotary shall promptly enter upon the civil judgment or order docket, at no cost to the (municipality), the name and address of the person, as may be appropriate, and the amount of the lien as set forth in the notice of lien. Upon entry by the prothonotary, the lien shall attach to the revenues and all real and personal property of the person, whether or not the person is solvent. The notice of lien, filed pursuant to this Section, which affects the property of the person shall create a lien with priority over all subsequent claims or liens which are filed against the person, but it shall not affect any valid lien, right, or interest in the property filed in accordance with established procedure prior to the filing of a notice of lien under this section.

[Note to the municipality: The penalties and remedies available to the municipality are those set forth in the Air Pollution Control Act (APCA), as amended, 35 P.S. 4012, Sections 9, 9.1, and 12(9). Each municipality may tailor the penalty provisions to reflect the municipality's preferred penalty policy, within the legal limits of the APCA.]

SECTION X. Unlawful Conduct

It shall be unlawful to fail to comply with or to cause or assist in the violation of any of the provisions of this ordinance or to fail to comply with any order or other requirement of the (municipality); or to cause a public nuisance; or to cause air, soil, or water pollution resulting from an open burning incident, or to hinder, obstruct, prevent, or interfere with the (municipality) or its personnel in their performance of any duty hereunder, including denying the (enforcing

officer) access to the source or facility, or to violate the provisions of 18 Pa.C.S. § 4903 (relating to false swearing) or 4904 (relating to unsworn falsification to authorities) in regard to papers required to be submitted under this ordinance. The owner or operator of an open burning source shall not allow pollution of the air, water, other or natural resources of the (municipality) to result from the source.

SECTION XI. Public Nuisances

A violation of this ordinance or of any order issued by the (municipality) under this ordinance shall constitute a public nuisance. The (municipality) shall have the authority to order any person causing a public nuisance to abate the public nuisance. In addition, when abating a public nuisance, the (municipality) may recover the expenses of abatement following the process for assessment and collection of a civil penalty contained in Section IX. Whenever the nuisance is maintained or continued contrary to this ordinance or any order issued pursuant to this ordinance, the nuisance may be abatable in the manner provided by this ordinance. Any person who causes the public nuisance shall be liable for the cost of abatement.

SECTION XII. Repealer

Ordinance (no.____) previously enacted is hereby repealed. All other ordinances or parts thereof which are in conflict with this ordinance are hereby repealed.

SECTION XIII. Validity

The provisions of this ordinance are severable, and if any section, clause, sentence, part, or provision thereof shall be held illegal, invalid, or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, clauses, sentences, parts, or provisions of this ordinance. It is hereby declared to be the intent of the (Council-Board) that this ordinance would have been adopted if such illegal, invalid, or unconstitutional section, clause, sentence, part, or provision had not been included herein.

SECTION XIV. Effective Date

This ordinance shall become effective on the (no.) day of (month) (year).

Attachment A

Air basins of the Commonwealth of Pennsylvania as delimited in 25 Pa. Code 121.1. Definitions.

Allentown, Bethlehem, Easton air basin - The following political subdivisions in Lehigh County: City of Allentown, City of Bethlehem, Catasauqua Borough, Coplay Borough, Emmaus Borough, Fountain Hill Borough, Hanover Township, Salisbury Township, South Whitehall Township and Whitehall Township, and the following political subdivisions in Northampton County, Allen Township, Bath Borough, City of Bethlehem, Bethlehem Township, East Allen Township, City of Easton, Freemansburg Borough, Glendon Borough, Hanover Township, Hellertown Borough, Lower Nazareth Township, Lower Saucon Township, Nazareth Borough, North Catasauqua Borough, Northampton Borough, Palmer Township, Stockertown Borough, Tatamy Borough, Upper Nazareth Township, West Easton Borough, and Wilson Borough.

MODEL
**MUNICIPAL WASTE COLLECTION, TRANSPORTATION
AND REPORTING COUNTY ORDINANCE**

**ORDINANCE NO. _____
COUNTY OF _____, PENNSYLVANIA**

**AN ORDINANCE OF THE COUNTY OF _____,
PENNSYLVANIA, ESTABLISHING A MUNICIPAL WASTE
COLLECTION, TRANSPORTATION AND REPORTING PROGRAM TO
BE ADMINISTERED BY THE COUNTY OF _____, OFFICE OF SOLID
WASTE MANAGEMENT, FOR ALL PERSONS THAT COLLECT AND
TRANSPORT MUNICIPAL WASTE GENERATED FROM SOURCES
LOCATED IN _____ COUNTY; PROVIDING WASTE FLOW
CONTROL REQUIREMENTS TO DIRECT WASTE TO DESIGNATED
PROCESSING AND/OR DISPOSAL SITES; AND PROVIDING
PENALTIES FOR VIOLATION OF THIS ORDINANCE.**

WHEREAS, Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act, requires that counties accept new responsibilities including the preparation and implementation of municipal waste management plans that provide for the processing and disposal of the municipal waste generated within their boundaries for at least ten years; and

WHEREAS, it is the position of the Pennsylvania Department of Environmental Protection (PADEP) that Counties must implement a waste flow control mechanism ensuring that the municipal waste generated within the County is disposed at the disposal sites designated in the County plan: and

WHEREAS, the Board of County Commissioners has adopted and approved the 5-County Regional Solid Waste Management Plan for Columbia, Lycoming, Montour, Snyder & Union Counties in accordance with the requirements of Section 501 of Act 101; and

WHEREAS, the County has the power and duty to adopt any such ordinances deemed necessary to implement this Plan by the authority vested to the County pursuant to Section 303 of Act 1 including requirements that all persons transporting municipal waste generated in _____ County transport that waste only to a municipal waste processing facility permitted by the DEP and designated by the County pursuant to Subsection 303(e) of Act 101.

NOW, THEREFORE, the Board of County Commissioners of _____ County hereby enact and ordain as follows:

SECTION 1 - SHORT TITLE

This Ordinance shall be known and referred to as the **MUNICIPAL WASTE COLLECTION, TRANSPORTATION AND REPORTING COUNTY ORDINANCE.**

_____ County

IV-1

Date

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, 1988).

Collector or Waste Hauler -- shall mean any person, firm, partnership, corporation or public agency who is engaged in the collection and/or transportation of municipal waste.

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

County -- shall mean the County of _____ Board of County Commissioners, or any agency designated as the County's representative for the purposes of this Ordinance.

Licensed Collector or Waste Hauler -- shall mean any municipal waste collector or hauler possessing a current PADEP License issued pursuant to PADEP municipal waste collection and transportation regulations.

Department or PADEP-- shall mean the Pennsylvania Department of Environmental Protection.

Industrial Establishment -- shall mean any establishment engaged in manufacturing or production activities, including, but not limited to, factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Establishment -- shall mean any establishment or facility engaged in services, including, but not limited to, hospitals, nursing homes, schools and universities.

Municipality -- shall mean any local municipal government within _____ County.

Municipal Waste -- shall mean any garbage, refuse, industrial lunchroom or office waste and other material including solid, liquid, semisolid or contained gaseous material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities; and any sludge not meeting the definition of residual or hazardous waste under Act 97 or 101 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 or material approved by the PADEP for beneficial use. For the purposes of this Ordinance, the term "Municipal Waste" shall not include infectious and chemotherapeutic waste since all haulers of infectious and chemotherapeutic waste are licensed and regulated by the PADEP under special regulations.

Municipal Waste Landfill -- Any facility that is designed, operated and maintained for the disposal of municipal waste and permitted by the PADEP for such purposes.

Person -- means any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, municipality, State institution and 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.

Processing -- means any technology used for the purpose of reducing the volume or bulk of municipal or residual 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 facilities, composting facilities, sludge treatment facilities and resource recovery facilities.

Recycling -- means 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.

Residual Waste - means any garbage, refuse, other discarded material or other waste including solid, liquid, semisolid, or contained gaseous materials resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, provided that it is not hazardous. The term residual waste shall not include coal refuse as defined in the "Coal Refuse Disposal Control Act". Residual waste shall not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on pursuant to and in compliance with a valid permit issued pursuant to "The Clean Streams Law".

Scavenging -- shall mean the unauthorized and uncontrolled removal of any material stored or placed at a point for subsequent collection or from a solid waste processing or disposal facility.

Source Separated Recyclable Materials -- means materials that are separated from municipal waste at the point of origin or generation for the purpose of recycling.

Transportation -- means the off-site removal of any municipal waste at any time after generation.

Transfer Station or Facility - means any supplemental transportation facility used as an adjunct to solid waste route collection vehicles.

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

SECTION 3 - PROHIBITED ACTIVITIES

1. It shall be unlawful for any person to collect and/or transport municipal waste generated by any residential, commercial, industrial, public or institutional establishment within _____ County without first registering with the County in accordance with the provisions of this Ordinance.
2. It shall be unlawful for any person to collect and/or transport municipal solid waste from any sources within _____ County in a manner that is not in accordance with the provisions of this Ordinance and the minimum standards and requirements established in Chapter 285 of the PADEP's Municipal Waste Management Regulations.
3. All municipal waste collected from sources located within _____ County, except sewage sludge and septage which is processed or disposed of according to PADEP regulations, must be delivered to a processing facility permitted by the PADEP or to a disposal facility listed in supplemental attachments to the Regional Solid Waste Management Plan for Columbia, Lycoming, Montour, Snyder & Union Counties.
4. It shall be unlawful for any person to scavenge any material from any municipal waste or source-separated recyclable materials that are stored or placed for subsequent collection within _____ County without prior written approval from the County and the local municipality.
5. It shall be unlawful for any municipal waste landfill to accept for disposal, and no resource recovery facility may accept for processing, truckloads composed primarily of leaf waste or plant waste. To reduce the unit cost associated with conversion of organics to usable compost, all yard waste and grass clippings collected within the County should be taken to a designated Organics Recycling Facility with an active PADEP permit to operate.

SECTION 4 – REGISTRATION AND REPORTING REQUIREMENTS

1. No person shall collect, remove, haul or transport any municipal waste generated within _____ County through or upon the streets of any municipality within the County without first obtaining a license from the PADEP and registering with the County of _____, Office of Solid Waste Management, in accordance with the provisions of this Ordinance.
2. The County and the Office of Solid Waste Management shall have the right to require municipal waste collectors and haulers to choose a disposal facility that is under contract with _____ County.
3. Any person who desires to collect, haul or transport municipal waste generated within _____ County shall submit a registration application to the County Office of Solid Waste Management. The Office of Solid Waste Management shall have a minimum period of thirty (30) calendar days to review any registration application and take approval or denial action.

4. All registrations are non-transferable and shall be issued for a period of one calendar year. There shall be no fee for any registration.
5. The registration application form, which will be supplied by the Office of Solid Waste Management, shall set forth the minimum information required to establish the applicant's qualifications to collect and transport municipal waste, including, but not necessarily limited to:
 - A. Name and mailing address of the applicant,
 - B. Name and telephone number of contact person,
 - C. List of collection vehicles to be covered under the registration, including identification information for each vehicle, such as vehicle license number and company identification number,
 - D. Type of municipal waste collected and transported,
6. Any collector or hauler with an existing registration shall submit a registration renewal application to the Office of Solid Waste Management at least sixty (60) days prior to the expiration date of their existing registration, if renewal of the registration is desired. All new applicants for registration must submit a registration application at least thirty (30) days before beginning collecting and transporting municipal waste within _____ County.
7. No new registration or registration renewal shall be approved and issued to any person who fails to satisfy the minimum standards and requirements of this Ordinance or is in violation of the provisions of this Ordinance.

SECTION 5 - REPORTING REQUIREMENTS

1. All registered collectors shall promptly report any significant changes in the collection vehicles or equipment covered under their registration.
2. All registered collectors shall maintain current, up-to-date records of the customers serviced within _____ County. Such records and customer lists shall be subject to inspection and must be made available to the Office of Solid Waste Management or its authorized agents upon request.
3. Each collector shall prepare and submit a semi-annual report to the Office of Solid Waste Management. The report for the first six calendar months of each year (January through June) shall be submitted on or before July 31st and the report for the second six calendar months of each year (July through December) shall be submitted by January 31st of the following year. At a minimum, the following information shall be included in each semi-annual report:
 - a) The total weight of each type of municipal waste collected from sources located in _____ County during each month of the reporting period;

- b) The name of each processing or disposal facility the hauler used during the reporting period and the total weight of each type of municipal waste that was delivered to each site during each month of the reporting period;
- c) The name of each municipality in _____ County in which the hauler collected municipal waste from any source during the reporting period; and
- d) A summary of the total weight of each type of municipal waste collected from each municipality during each month of the reporting period.

SECTION 6 - PENALTIES

- 1. Any person who violates any provision of this Ordinance shall be guilty of a summary offense which is punishable, upon conviction, by a fine of not less than \$300, nor more than \$1,000, or by imprisonment for a period of not more than ten (10) days, or both. Each day of violation shall be considered as a separate and distinct offense.
- 2. The Office of Solid Waste Management shall have the right at any time, after a hearing, to suspend or revoke the registration of any registered collector or hauler for any of the following causes:
 - a) Falsification or misrepresentation of any statements in any registration application;
 - b) Transportation and disposal of any municipal waste collected from sources within _____ County at any site other than those disposal facilities designated by the County; and
 - c) Violation of any part of this Ordinance, any other applicable County or municipal ordinances or other applicable Pennsylvania laws or regulations.

SECTION 7 - INJUNCTIVE POWERS

The County and/or County of _____, Office of Solid Waste Management, may petition the Court of Common Pleas of _____ County for an injunction, either mandatory or prohibitive, in order to enforce any of the provisions of this ordinance. In addition, the _____ County Department of General Services shall designate one or more individuals to enforce the provisions of this Ordinance and the associated Regional Solid Waste Management Plan for Columbia, Lycoming, Montour, Snyder & Union Counties.

SECTION 8 - 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 9 - CONFLICT

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

SECTION 10 - EFFECTIVE DATE

This Ordinance shall take effect on (specified date)

ORDAINED AND ENACTED into an Ordinance this (__) day of (____, 20__)

ATTEST:

COUNTY OF _____
BOARD OF COUNTY COMMISSIONERS

Chief Clerk

_____, Chairman

(County Seal)

**MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA**

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this 11 day of JAN, 2023, by and between Luzerne County, Pennsylvania ("The County"), a county organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business at its county seat, hereinafter "Luzerne County," and "County of Lycoming" ("Operator").

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires The County, as part of its Municipal Waste Management Plan ("Luzerne County Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within Luzerne County for a period of at least nine (9) years. On behalf of Luzerne County, Barton & Loguidice, D.P.C. (B&L) has issued a Solicitation of Interest (SOI) to solicit responses from interested parties to negotiate an agreement to provide capacity for processing/ disposal of all or a portion of municipal waste generated by Luzerne County, as well as potentially supporting the enhancement and sustainability of integrated waste and recyclables management services for up to a nine (9) year period, beginning in 2022. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by Luzerne County. This Agreement provides the terms and conditions under which the Operator will provide processing/disposal capacity and other potential services and support for the benefit of Luzerne County.

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

Article 1. General Definitions and Terms

1.1 Definitions

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

Acceptable Waste. Municipal waste and all other wastes the Operator's Facility is permitted to accept under applicable laws and regulations.

Act 101. The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act , Commonwealth Act of July 28, 1988, No. 101, as amended.

Agreement. The Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement between Luzerne County and the Operator's Facility, as amended, supplemented or extended.

Alternative Facility. Any duly licensed or permitted facility designated by the Operator to accept Luzerne County-generated acceptable wastes during temporary or protracted cessation of operation at the Operator's Facility.

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

**MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA**

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

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

Facility. Processing and/ or disposal facilities, including but not limited to municipal waste, construction/demolition and residual waste landfills, and resource recovery facilities that are fully permitted and licensed for the processing/ disposition of municipal waste (as defined herein), and/ or residual waste.

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

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

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

Leaf and Yard Waste. Leaves, garden residues, shrubbery and tree trimmings, and similar material, including grass clippings.

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

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

Luzerne County. Luzerne County, Pennsylvania.

Operator. County of Lycoming, Pennsylvania, or any permitted successors, assigns, or affiliates.

Operator's Facility. The Operator's permitted facility that is offered to provide processing and/ or disposal services under this Agreement, located in, _____ Lycoming County, Pennsylvania.

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

**MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA**

Permit. A permit issued by DEP, or a permit and/ or license issued by another state's regulatory agency, as required, to operate a municipal waste disposal or processing facility.

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

Plan. The Luzerne County Municipal Solid Waste Management Plan being prepared by or on behalf of Luzerne County, and approved or to be submitted for approval to DEP pursuant to Act 101.

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

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

Tipping Fee. The schedule of fees established by the owner or operator of a facility for accepting various types of solid waste for processing or disposal.

Ton. Two thousand (2,000) pounds.

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

Unacceptable Waste. Any material that by reason of its composition, characteristics or quantity, is ineligible for disposal at the Operator's Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C., the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state or local law, or any other material that the Operator concludes would present an endangerment to the Operator's Facility, the public health or safety, or the environment.

Waste Hauler. Anyone engaged in the business of collecting and transporting solid waste and/or recyclables.

1.2 Other Words, Terms, Phrases

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

Article 2. Representations

**MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA**

2.1 Representations of Luzerne County

Luzerne County represents and warrants that:

- (a) Luzerne County, a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, has agreed to plan and implement solid waste management and recycling measures through an Act 101 Municipal Waste Management Planning process.
- (b) Luzerne County has the full power, authority and legal right to enter into and perform this Agreement and all other agreements or instruments which they may enter into under any provision of this Agreement.
- (c) This Agreement and each other agreement or instrument entered into by Luzerne 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 Luzerne County, threatened against or adversely affecting the ability of Luzerne County to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to Luzerne County that:

- (a) It is the owner and operator of the Operator's Facility and is permitted as such by DEP or the appropriate state regulatory agency.
- (b) Lycoming County is duly organized and existing in good standing under the laws of Pennsylvania and has the power and authority to enter into and perform its obligations under this Agreement and each other agreement or instrument entered into or to be entered into under any provision of this Agreement.
- (c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.
- (d) This Agreement and each other agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by and delivered by the Operator, and will constitute a legal, valid and binding obligation.
- (e) The execution, delivery and performance hereof by the Operator: (i) has the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulation applicable to the Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Operator under any agreement or instrument to which the Operator is party or by which the Operator or its assets may be bound or affected.
- (f) This Agreement has been duly authorized, executed and delivered by the Operator, and constitutes a legal, valid and binding obligation of the Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.

**MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA**

- (g) There is no litigation or proceeding pending or, to the knowledge of the Operator, threatened against or affecting the Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Operator to perform its obligation under this Agreement.
- (h) Except as disclosed on the Submittal Form for Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Program Support services contained in Luzerne County's Solicitation of Interest, attached hereto and incorporated herein by reference, the Operator is not a subsidiary of any parent.

2.3 Intentionally Deleted

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, Luzerne County hereby agrees to include the Operator's Facility in its Plan as a designated processing/ disposal facility for municipal waste generated in Luzerne County. The Operator acknowledges that this Agreement is nonexclusive and Luzerne County may enter into agreements with other facilities to perform the same work and services that the Operator is contracted to perform hereunder. Nothing contained in this Agreement is meant to imply or explicitly intend to create a "put or pay" (as that phrase has generally been understood in the solid waste disposal industry) or similarly obligatory relationship between Luzerne County and the Operator and at no time during the term of this Agreement shall Luzerne County be obligated to deliver and dispose of acceptable waste at the Operator's Facility.

Article 3. Delivery and Disposal of Acceptable Waste

3.1 Delivery and Disposal of Acceptable Waste

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in the Submittal Form for Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Program Support services:

- (a) Luzerne County may, at its option, cause to be delivered to the Operator's Facility during the receiving times all, part or none of the Acceptable Waste generated in Luzerne County.
- (b) The Operator shall provide processing and/or disposal capacity as may be needed by Luzerne County for all Acceptable Waste generated within the geographic boundaries of Luzerne County and that Luzerne County or any waste hauler may cause to be delivered to the Operator's Facility. This may include delivery of Acceptable Waste on an occasional basis by individual Luzerne County residents in small vehicles, if allowed at the Operator's Facility. The Operator and Luzerne County shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.
- (c) The Operator agrees that it is reasonable to expect that, on average, waste haulers will not be required to wait more than twenty (20) minutes at the Operator's Facility before being able to unload.
- (d) The Operator shall not give preference to vehicles owned or operated by the Operator or its affiliates or by any other person.

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Article 4. Conditions for the Delivery and Disposal of Waste

4.1 Control Procedures/Weighing of Waste Deliveries

- (a) The Operator shall be required to maintain a scale that conforms to the Pennsylvania Consolidated Weights and Measures Act, 3 Pa.C.S.A. Section 4101 et. seq. or the equivalent if the Operator is a jurisdiction other than Pennsylvania, to weigh all incoming waste. Vehicles of Luzerne County's waste haulers and occasional Luzerne County individual residents delivering municipal waste from Luzerne County sources to the Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, county of origin (including split counties of origin, as appropriate), and weight of all waste prior to disposal at the Operator's Facility.
- (b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. Luzerne County or waste haulers may at all times have access to the scale accuracy records of the Operator. If the scale is inoperable for any reason, the waste haulers may use another certified scale of their choice, or the Operator may direct vehicles to another certified scale closest to the Operator's Facility. If none are available, estimated weights based on historic data pertinent to the affected waste haulers shall take the place of actual weighing during the scale outage. The Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the waste haulers, and the Operator shall use this information to invoice the waste haulers for disposal at the Operator's Facility.
- (c) Operator shall at all times have an approved radioactive materials screening and monitoring system in effect, and shall employ an approved Radiation Protection Action Plan (RPAP) approved by the Department or, if the Operator is in a jurisdiction other than Pennsylvania, as required by the Operator's jurisdiction. The identification and handling of radioactive materials identified by such system shall be handled in accordance with the RPAP and applicable regulatory requirements.

4.2 Receiving Time/Hours of Operation

- (a) The Operator's Facility shall be available to receive waste during the receiving times specified in the Submittal Form for Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Support services, attached hereto and incorporated herein by reference.
- (b) If Luzerne County or a waste hauler requests and the Operator agrees, a waste hauler may deliver waste at times in addition to the specified receiving times at a cost which may exceed the fees specified herein.
- (c) Upon request by Luzerne County, the Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

4.3 Right to Refuse Delivery

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

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- (b) The Operator shall have the right and discretion to inspect any load entering the Operator's Facility and may refuse: (i) waste for which specific regulatory agency approval is required when approval has not been obtained prior to delivery; (ii) loads containing significant amounts of Hazardous Waste, (iii) loads containing significant amounts of Unacceptable Waste. The Operator may refuse delivery of the entire load or only the portion that contains the unacceptable materials. The Operator shall notify waste haulers prior to initial waste delivery of the Operator's waste monitoring program and expected procedures and responsibilities under such program.
- (c) The Operator's Facility may not reject a load of Acceptable Waste from Luzerne County for any reason except those listed in Article 4.3 (a) and (b). Reaching the average daily permitted capacity may not be used as a basis for rejecting Luzerne County-generated loads of Acceptable Waste.

4.4 Complaints

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

4.5 Title to Municipal or Residual Waste

Except in the case where Hazardous Waste or Unacceptable Waste are delivered to the Operator's Facility, title to the Municipal Waste and Residual Waste shall pass to the Operator upon delivery to the Operator's Facility and acceptance of such waste by the Operator.

4.6 Permits

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

Article 5. Reservation of Minimum Capacity

(a) During the term of this Agreement, the Operator agrees that it will reserve on a daily basis from year to year capacity for disposal at the Landfill of municipal waste originating from sources located in Luzerne County in the minimum volumes and tonnages set forth in Appendix A to this Agreement. Unless released from its commitment as authorized by Article 5(c), at any time during each calendar year the Operator shall maintain the reserved capacities set forth in Appendix A, calculated by multiplying the number of working days remaining in the year times the Daily Reserved Capacity for that year.

Operator also agrees to commit to Luzerne County, on a daily basis for those days when Operator exceeds its allowable daily average, an additional volume equal to the percentages set forth in Appendix A times the difference between Operator's maximum allowable daily volume and its allowable daily average.

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The values of maximum allowable daily volume and allowable daily average are as given in the Permit which is attached hereto as Appendix B.

(b) The Operator at any time may request that Luzerne County release it from its commitment to provide all or part of the reserved capacity required by Article 4(a) of this Agreement for a particular calendar year. Such request shall be in writing and shall set forth the basis for the request. Luzerne County shall in good faith review Operator's request, based on an analysis of data generated by Luzerne County or provided to the County by the Operator and other municipal waste landfill operators, and make a determination within ten (10) business days of receipt of the request. If Luzerne County reasonably determines that the Operator can be released from all or part of its obligation under Article 4(a) without jeopardizing the ability of Luzerne County to ensure sufficient disposal capacity for municipal waste estimated to be generated during that particular calendar year, it shall grant the Operator's request. Luzerne County's decision shall be in writing and mailed to the Operator.

The Operator may dispute Luzerne County's decision by giving to County a written request for arbitration within five (5) working days of receipt of the decision. The arbitration shall be conducted in accordance with the provisions and rules of the American Arbitration Association. The sole issue to be arbitrated is whether the requested release can be granted without jeopardizing the ability of Luzerne County to ensure sufficient disposal capacity for municipal waste generated in Luzerne County for that year. Any decision of the arbitrator shall be final and binding on both parties.

(c) Luzerne County is not obligated by the terms of this Agreement to guarantee the delivery to the Landfill of any minimum quantities of municipal waste.

(d) If emergency or other situations beyond the Operator's control necessitate the temporary suspension of the handling of solid waste at the Disposal Facility and the Operator wishes to temporarily use another Disposal Facility(ies) owned by the Operator but not specifically designated in Luzerne County's Plan, the Operator may request that Luzerne County approve the temporary use of such other Disposal Facility(ies) as are listed in Appendix C.

Luzerne County in its sole discretion shall determine whether to approve the Operator's request. Luzerne County's decision shall be based on the reason for the request, the location of the alternate landfill(s), the length of time that the alternate landfill(s) is to be used, status of the permit for the alternate landfill and such other factors as Luzerne County may reasonably deem to be appropriate. Diversion of solid waste to an alternate site in order to prevent the Landfill from exceeding its allowable daily intake shall not be reason for approval of use of an alternate site.

Luzerne County shall not be liable for any costs associated with use of the alternate site(s).

Should use of an alternate site(s) be approved, the Negotiated Fee cited in Article 7.2 shall be based on the total amount of waste disposed at the Landfill and at the alternate site(s) used.

Article 6. Recordkeeping and Reporting Requirements

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

6.1 Basic Reporting Requirements

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On or before the 20th day of April, July, October and January, the Operator shall submit to the County a quarterly statement setting forth the following information:

(1) a statement that the Operator's Permit for the Disposal Facility under the Solid Waste Management Act (if in Pennsylvania, or similar appropriate legislation in other states) has not been revoked or suspended, and that the Operator is in substantial compliance with all the terms and conditions of its permit, and the provisions of all applicable Federal, Department and County regulations.

(2) the actual quantity and types of waste generated in Luzerne County and delivered to the Operator's Facility by waste haulers and occasional individual Luzerne County residents, along with any fees due to Luzerne County from the Operator. These reports shall include the totals by month for each type of waste and names of waste haulers delivering loads of County generated waste.

The requirements of this subsection may be met by the submission of copies of reports that have been submitted to the Department or the County pursuant to law, if such reports include the information required hereby. All reports should be sent to: Luzerne County, Engineers Office, ATTN: Beth DeNardi, 65 Reichard Street, Wilkes-Barre, PA 18711-1001.

6.2 Special Reporting Requirements

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

6.3 Administrative Inspections

Upon reasonable notice and during regular business hours, Luzerne County and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of Luzerne 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) The Operator shall not charge a tipping fee to any Luzerne County waste hauler or occasional individual Luzerne County resident that exceeds the maximum rates for a given calendar year established by this Agreement for each type of waste. Nothing in this Agreement shall prevent the Operator from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Agreement. All rates shall, however, include the following fees: (i) Act 101 host municipality fee plus any additional fee negotiated by the host municipality; (ii) other Act 101 mandated fees; (iii) any Growing Greener or other state fees, and; (iv) any negotiated Luzerne County fees.
- (b) Luzerne County shall not be responsible for the direct payment of tipping fees to the Operator under the Agreement. All tipping fees shall be paid directly by the waste haulers

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that deliver the waste to the Operator's Facility. The Operator shall be responsible for the billing and collection of all tipping fees.

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

7.2 Recycling Sustainability Fee

Beginning June 1, 2022, the Operator of Lycoming County Resource Management Services Disposal Facility (located within or outside of Luzerne County) has agreed to pay to the County a Negotiated Fee of the following amount (said fee having been negotiated by and mutually agreed upon between the County and the Disposal Facility respondents to the SOI): \$2.80 per ton. That fee will continue to be paid through December 31, 2030, being the end of the nine (9) year agreement, and any extension hereof, unless this agreement is terminated in accordance with the terms set forth herein. The total fee will be based on the number of tons of municipal waste originating in the County and disposed of at the Disposal Facility.

The above referenced fee shall be paid quarterly with the report required under Section 6.1 hereof. The Operator shall be responsible for billing and collection of all disposal fees and/or recycling sustainability fees. No disposal or recycling sustainability fees shall be paid by the County.

The County also reserves the right to modify the negotiated fees to reflect any legislation that may be enacted in the future.

The Operator may reserve the right to lower the rate remitted for the Negotiated Fee, should there be a change in Pennsylvania law that establishes a County's right to assess fees on solid waste, and the maximum fee permitted by Pennsylvania law is lower than the County's Negotiated Fee. The Operator will then reduce the tipping fee charged to County haulers by a rate equivalent to amount, equal to, the difference between the County's current Negotiated Fee and the lesser rate established by Pennsylvania law.

The Operator may reserve the right to stop remitting to the County the Negotiated Fee should a Pennsylvania state or federal court determine that such fees, even if assessed through a contract agreement, are legally invalid. The Operator will then reduce the tipping fee charged to County haulers by an amount equivalent to the Negotiated Fee which is no longer being remitted to the County.

The funds generated by this fee will be solely used for funding County municipal waste management activities including; administrative costs and expenses incurred by the County municipal waste management implementing entity, recycling initiatives and special waste collection programs, in addition to offering incentives to local government by way of program reimbursements.

Article 8. Insurance

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

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

Article 9. Indemnification

9.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the Luzerne County, its officers, members, employees, agents, contractors and subcontractors (Luzerne County indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend Luzerne 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) any act or omission of Operator or its successors or assigns, or any of its officers, agents, employees, contractors or subcontractors in connection with Operator obligations or rights under this Agreement; and
- (b) the construction, operation, closure and post-closure care and maintenance of the Operator's Facility.

The Operator shall not be liable or required to indemnify or reimburse a Luzerne County-indemnified party for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees arising out of the award of this Agreement or damages directly attributable to the act or omission of a Luzerne County-indemnified party.

9.2 Cooperation Regarding Claims

If either party shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by a party, such party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve a party of any obligation of indemnification it may have under Article 8.1 unless such failure shall materially diminish the ability of the other party to respond to, or to defend the party failing to give such notice against such claim, demand, action, suit or proceeding. The parties shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit or proceeding and, in the case of a claim for indemnification pursuant to Article 8.1, the Operator shall, upon acknowledgment in writing of its obligation to indemnify Luzerne County, be entitled to cooperate with Luzerne County with respect to the defense. With the written consent of Luzerne County, the Operator may assume the defense or represent the interests of Luzerne 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 Luzerne County and to propose, accept or reject offers of settlement.

Article 10. Disputes, Defaults and Remedies

10.1 Resolution of Disputes

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

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timely given, the Operator and Luzerne County shall undertake in good faith to resolve the dispute. If the parties cannot resolve the dispute, the parties agree that the venue for the resolution of any disputes shall be either the Court of Common Pleas of Luzerne County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.

10.2 Events of Default by Luzerne County

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

- (a) The Operator shall have given written notice to Luzerne 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 Luzerne County; and
- (b) Luzerne County shall have failed to cure such default within thirty (30) days from its receipt of the written notice given pursuant to Article 9.2 (a) above, provided that if Luzerne County shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, Luzerne County's failure to complete its cure of the indicated default shall not constitute an event of default for as long as Luzerne County is continuing to take reasonable steps to cure such default within the earliest practicable time.

10.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from Luzerne County or its waste haulers or occasional individual Luzerne County residents delivered to the Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement.

10.4 Force Majeure

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

10.5 Waivers

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

Article 11. Term and Termination

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11.1 Effective Date

This Agreement shall become effective on June 1, 2022 or, if later, the date that DEP approves the County Plan. The Operator shall begin to accept waste deliveries from Luzerne County sources under the terms and conditions of this Agreement on this date.

11.2 Term of Agreement

The term of this Agreement shall commence on the effective date, and the total length of the Agreement shall be for up to nine (9) years, unless further extended upon mutual agreement of all parties. The Agreement shall be separated into two equal terms. The initial term of the Agreement shall be for four (4) years, commencing on the effective date, with an option to renew the Agreement for an additional term of five (5) years. The Agreement shall automatically renew at the end of the first term (five (5) years from the effective date), unless Luzerne County has exercised its right to terminate the Agreement or agreed to an alternate Agreement period, by submitting this information to the Operator in writing no less than 30 days prior to the end of the first term. Luzerne County shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

11.3 Effect of Termination

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

Article 12. Miscellaneous

12.1 Assignment

- (a) This Agreement may not be assigned by either Luzerne County or the Operator or its rights sold by Operator except with the written consent of Luzerne County or Operator or as further provided in this Article. Luzerne 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 Luzerne County and/or any waste hauler may avail itself of the rights of Luzerne County under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of Luzerne County in this Agreement. The Operator shall not assign this Agreement except to a licensed and permitted successor to the Operator capable of performing all covenants of this Agreement and with ninety (90) days prior written notice to Luzerne County and the written consent of Luzerne County.
- (b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of capacity and services under this agreement. The assignment or delegation of any Agreement duties will not relieve the Operator or its surety of any liability and/or obligation to perform.

12.2 Notices

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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:

Luzerne County: Elizabeth M. DeNardi
 Engineers Office
 65 Reichard Street
 Wilkes Barre, PA 18711-1001

Operator: County of Lycoming
 P.O. Box 187, 447 Alexander Drive
 Montgomery, PA 17752

Either Luzerne County or Operator may, as specified above, designate any additional or different addresses to which subsequent notices shall be sent.

12.3 Entire Agreement/Modifications

The provisions of this Agreement, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement between Luzerne County and the Operator, superseding all prior disposal capacity Agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. Luzerne County and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

12.4 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, Luzerne County and Operator shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of Luzerne County and Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

12.5 Change of Ownership

In the event of any change of control or ownership of the Operator's Facility, Luzerne County may, at its option, determine that the new ownership can adequately and faithfully perform the duties and obligations of the Agreement for the remaining term of the Agreement, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Agreement and release the former ownership of all obligations and liabilities..

12.6 Governing Law

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This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania. The Operator shall conduct the services provided for in this Agreement in compliance with all applicable federal and state laws and regulations.

12.7 Joint and Severable Liability

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

12.8 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.

12.9 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 Luzerne County and the Operator, or as constituting the Operator the general representative or general agent of Luzerne County for any purpose whatsoever.

12.10 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.

12.11 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.

12.12 Nondiscrimination

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

12.13 Plan Amendments

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Nothing herein shall be deemed to restrict the County's right to submit an amendment of its Plan to the Department for approval. If for any reason the Disposal Facility is deleted from the approved Plan, the Disposal Facility's commitment to maintain the reserved capacities set forth in Appendix A will likewise be released.

Article 13. Integrated Waste and Recyclables Management Program Support

13.1 Minimum Processing/ Disposal Capacity Donation for Non-Profit Activities

The operator commits to providing Luzerne County the following tonnage of free disposal capacity for non-profit cleanups and illegal dump cleanups. The County will coordinate the use of the donated tonnage directly with the disposal facility.

In lieu of Disposal Capacity Donation for Non-Profit Activities, Operator agrees to provide technical assistance for the County's recycling program.

IN WITNESS WHEREOF, the parties have caused this Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement to be executed as of the date and year first written.

LUZERNE COUNTY

Date: 1-11-23

By: Brian A. Suetz

Title: Acting County Manager

COUNTY OF LYCOMING

ATTEST:

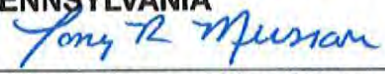
Matt Adams

Scott L. Metzger
Scott L. Metzger, Chairman

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Matthew A. McDermott, Chief Clerk



Tony R. Mussare, Vice Chairman

Date: Dec. 15, 2022



Richard Mirabito, Secretary

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APPENDIX A

RESERVED CAPACITY

Municipal Solid Waste, Construction & Demolition Waste, and Municipal Sewage Sludge

YEAR	ADA	x %Res.	= DRC	x EWD	= ARC(T)
2021	2000 tons	10%	200	310	62,000
2022	2000 tons	10%	200	310	62,000
2023	2000 tons	10%	200	310	62,000
2024	2000 tons	10%	200	310	62,000
2025	2000 tons	10%	200	310	62,000
2026	2000 tons	10%	200	310	62,000
2027	2000 tons	10%	200	310	62,000
2028	2000 tons	10%	200	310	62,000
2029	2000 tons	10%	200	310	62,000
2030	2000 tons	10%	200	310	62,000

- ADA = Allowable Daily Average as per Permit (tons)
 % Res. = % of Allowable Daily Average Reserved for Municipal Waste Generated in Luzerne County
 DRC = Daily Reserved Capacity (tons)
 EWD = Estimated Working Days per Year
 ARC (T) = Annual Reserved Capacity (tons)

MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA

APPENDIX B
DISPOSAL FACILITY OPERATOR'S PERMIT

2543-FM-LRWM0009 4/2003

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENT

Permit
For
Solid Waste Disposal and/or Processing Facility
FORM NO. 8

Permit No. 100963
Date Issued April 1, 2020
Date Expires April 1, 2030

Under the provisions of the Pennsylvania Solid Waste Management Act of July 7, 1980,
Act 97, a permit for a solid waste disposal and/or processing at (municipality)

Brady Township in the County of Lycoming

is granted to (applicant) County of Lycoming

(address) Courthouse, 48 West Third Street

Williamsport, PA 17701

This permit is applicable to the facility named as and Lycoming County Landfill

and described as:

360.1 Acres
Latitude 41° 09' 05"
Longitude -76° 55' 07"

This permit is subject to modification, amendment and supplement by the Department of
Environmental Protection and is further subject to revocation or suspension by the
Department of Environmental Protection for any violation of the applicable laws or the rules
and regulations adopted thereunder, for failure to comply in whole or in part with the
conditions of this permit and the provisions set forth in the application no. 100963
which is made a part hereof, or for causing any condition inimical to the public health, safety
or welfare.

See attachment for waste limitations
and/or special conditions

Per Patrick Brennan

FOR THE DEPARTMENT OF
ENVIRONMENTAL PROTECTION

This Permit is Non-TRANSFERABLE
Page 1 of 20

**MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA**

APPENDIX C

ALTERNATE DISPOSAL FACILITY SITE(S)

Disposal Facility	Operator	Municipality/County	Permit No.
Wayne Township Landfill	Wayne Township Landfill	Wayne Township / Clinton County	100955

**MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT
LUZERNE COUNTY, PENNSYLVANIA**

APPENDIX D

DISPOSAL FACILITY OPERATOR'S STATEMENT OF INTEREST

LANDFILL
447 Alexander Drive
P.O. Box 187
Montgomery, PA 17752
Monday - Friday 7am - 4:30pm
Saturday 7am - 12pm
(717) 341-1100



TRANSFER STATION
1475 W. 3rd Street
Williamsport, PA 17701
Monday - Friday 8:30am - 4pm
Saturday 7am - 12pm
(717) 341-1100

The County of Lycoming is pleased to submit the enclosed proposal for disposal capacity in accordance with the Luzerne County Solicitation of Interest to offer municipal solid waste disposal capacity.

The information contained in this proposal by Lycoming County, and the information submitted in support of this proposal, is accurate and factual. Further, the following named individuals are key personnel in this effort:

- Jason Yorks, Lycoming County Resource Management Services
- Gary Staggert, Deputy Director, Lycoming County Resource Management Services
- Steve Simms, Comptroller and Business Manager, Lycoming County Resource Management Services
- J. Michael Wiley, Solicitor for Lycoming County

The County of Lycoming welcomes the opportunity to serve the disposal capacity needs of Luzerne County

ORIGINAL

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract")
entered this 14th day of MARCH 2023, by and between

THE COUNTY OF NORTHUMBERLAND, Northumberland County,
Pennsylvania, hereinafter referred to as the "County"

AND

" County of Lycoming " hereinafter referred to as the "Contractor"

Name of Facility/Parent Company

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Northumberland County Recycling Department, have developed and adopted the 1991 Municipal Waste Management Plan for Northumberland County and its revisions in 2010 and 2022 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101-"); and,

WHEREAS, the municipalities in Northumberland County have duly approved and ratified this 1991 Municipal Waste Management Plan for Northumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1991 Municipal Waste Management Plan for Northumberland County and its revisions in 2010 and 2022 requires that all municipal waste generated within Northumberland County must be disposed only at a municipal waste processing or disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the municipal waste generated in Northumberland County; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101, requires the county, as part of its plan, to provide for assurance for capacity or the processing and disposal of all municipal waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the municipal waste processing or disposal facilities or transfer stations where the municipal waste generated within Northumberland County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Northumberland County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

DEFINITIONS

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

Acceptable Waste -Waste that (Contractor) County of Lycoming is permitted to manage, process, store and/or dispose at the Landfill, in accordance with its Permit for a Solid Waste Disposal and/or processing Facility, Permit No. ¹⁰⁰⁹⁶³, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located in PA, and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill's Waste Acceptance Policy as defined herein. Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988.

Affiliate Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

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

Commercial Waste -All solid waste originating from commercial establishments 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 - Municipal 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.

Contract -The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor- County of Lycoming or any permitted successors, assigns, or affiliates.

County -The County of Northumberland, Pennsylvania, the Northumberland County Board of County Commissioners, the Northumberland County Recycling Department or their designated representative.

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

Domestic or Residential Waste -Solid waste comprised of garbage and rubbish, which normally originates from residential private households or apartment houses.

Garbage -Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

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

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

Industrial Waste -Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

Institutional Waste Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill -The Contractor's permitted landfill located in Brady Twp., Lycoming (Municipality)(ies), County, PA State.

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

Municipal Recycling Program A source separation and collection program for recycling municipal waste, or a program of designated drop-off points or collection centers for recycling municipal waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

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

Municipal Waste or Solid Waste -Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous waste) 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. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator Any person or municipality that operates a municipal solid waste processing or disposal facility.

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

Permit -A permit issued by the Pennsylvania DEP to operate a municipal waste disposal, processing or transfer station facility.

Permit Area -The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located

Proposal - Complete response to the (Month) April 2022 Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

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

Refuse -Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

Remaining Permitted Capacity -At any time the remaining weight or volume of municipal waste that can be disposed at a permitted municipal waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

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

Resource Recovery Facility -A facility that provides for the extraction and utilization of materials or energy from municipal waste that is generated off-site, including, but not limited to, a facility that mechanically

extracts materials from municipal waste, a combustion facility that converts the organic fraction of municipal waste to usable energy and any chemical or biological process that converts municipal waste into a fuel product or other usable material. The term does not include methane gas extraction from a municipal waste landfill, nor any separation and collection center, drop-off point or collection center for recycling municipal waste, or any source separation or collection center for composing leaf waste.

Rubbish - Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge - 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.

Stabilized Sewage Sludge - Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

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

Unacceptable Waste - Any material that by reason of 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. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's landfill in its Plan as a designated non-exclusive processing or disposal facility for municipal waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing municipal waste (processing) (disposal), service for the County under the terms and conditions of this Contract upon execution of the contract by the County.

3. Term of contract

A term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill, or (b) until new contracts are executed unless terminated in writing.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of municipal waste (processing) (disposal) as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under the term of the Contractor's performance bond, in addition to any other remedy available to the County as provided by law.

6. Penalties and Liquidated Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the municipal waste (processing) (disposal) services to be performed under this Contract are vital for the protection of public health and welfare and it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Northumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity and it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the municipal waste (processing) (disposal) services in accordance with the terms and provisions of the Contract, and as outlined in Section III. SERVICE, OPERATIONS AND PERFORMANCE, Item 1, 2, and 4, and as a result thereof there is a disruption or termination of the municipal waste (processing) (disposal) services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the hauler under Item D and E or pay to the County under Item F and G, an amount to be determined as hereinafter set forth not as a penalty, but as Liquidated Damages for such breach of Contract for each and every incident.

D. The amount of liquidated damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' landfill under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station. The Contractor will direct the hauler to the alternative processing or disposal facility(ies) or transfer station of the Contractor's choice. Such facility(ies) shall be the back-up facility (ies) indicated by the Contractor in its proposal, or another facility which has agreed to accept the diverted waste from the Contractor. An alternative and/or back-up facility must have a current executed disposal capacity agreement with the County and be designated in the Northumberland County Municipal Solid Waste Management Plan. If the waste is diverted to a transfer station, the transfer station must deliver the waste to a facility designated in the Northumberland County Municipal Solid Waste Management Plan.

In no event shall total Liquidated Damages paid to all haulers for any one interruption of service exceed the Contractor's average daily revenue for one day of operation at the facility where the Contractor failed to provide disposal service. The Contractor's daily revenue shall be calculated by averaging the revenue earned each day at the facility at issue, excluding days in which the facility suffered an interruption of service.

E. The Contractor shall not be responsible for the payment of any liquidated damages whenever the County, as identified in Section I DEFINITIONS, determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable by following the process in II. SCOPE OF CONTRACT Item 5. In the event that an emergency or other uncontrollable circumstance precludes the use of the facility the Contractor shall not be responsible for the payment of any liquidated damages provided the Contractor follows the contingency plan submitted in its proposal to provide uninterrupted disposal service to Northumberland County. Furthermore, the Contractor shall not be responsible for any liquidated damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports, in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of \$300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted for a total not to exceed \$1,000 for each offense.

7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract 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 or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the contractor without prior express written approval by the County (which approval shall not be unreasonably withheld). The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

9. Change of ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the contract, and elect to execute a novation, which will allow the new ownership to

assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Agreement to guarantee the delivery to Contractor's landfill of any minimum quantities of municipal waste.

12. Illegal and Invalid Provisions:

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

13. Joint and Severable Liability

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

14. Binding Effect

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

15. Amendments to the Contract

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

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses: Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Northumberland County Commissioners
Northumberland County Office Building
399 S Fifth Street, Sunbury, PA 17801

Contractor: County of Lycoming
Address: 48 West 3rd Street, Williamsport PA 17701
Attention: Scott L. Metzger, Chairman
With a copy to: P. O. Box 187, Montgomery, PA 17752
Attention: Jason A. Yorks, Director of LCRMS

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

III SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

The Contractor agrees to accept and (process) (dispose) specified quantities and types of Municipal Waste originating from sources located in Northumberland County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate Contract with another person or municipality to provide such waste collection and/or transportation services.

2. Types and Quantities of Municipal Waste

The specific types and quantities of municipal waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B:

3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of municipal waste shall be as listed on Form A:

Annual adjustments to the acceptable Municipal Waste quantities will be allowed if the adjustments are made within sixty (60) days of the anniversary of the effective contract date. Any quantity adjustments will be contained in a registered letter from the County to the Contractor. After the letter is signed by authorized representatives of the county and the contractor, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the municipal waste that will be accepted under the contract will be authorized by the Pennsylvania Waste Transportation Safety Act 90 and/or registered with the County. Only municipal waste materials delivered to the Contractor's facility by waste haulers registered with the County shall count towards any maximum waste quantity limits under the Contract. The County will provide the Contractor with a current list of the registered waste haulers for the purpose of this Contract.

5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of municipal waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 and/or registered with the County during the/ hours from 7:00 a.m. to

4:30 p.m. Monday through Friday and from 7:00 a.m. to 12:00 p.m. on Saturdays, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New years Day). In the event of any lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Northumberland County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 and/or registered with the County regarding the acceptance of waste materials at his facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Northumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal waste stream prior to the delivery of the waste to the Contractor's facility.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such hazardous and/or unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 and/or registered with the County shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such hazardous and/or unacceptable waste. The failure of the hauler to promptly to remove or dispose of unacceptable waste may, after hearing, result in the County's revocation of the hauler's registration.

10. Basis and Method of Payment

A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, registered or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of

repeated delinquency or non-payment by any waste hauler of Contractor's tipping fees, County may enforce any remedies, which may be available under the terms of the issuance of registrations by County to waste haulers.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90 and/or registered with the County that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. The maximum rate or tipping fee for disposal of each type of municipal waste under the Contract may be adjusted on an annual basis. The Contractor must petition the County at least 60 days in advance of such a proposed increase and the County must grant written approval prior to implementation of the proposed increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most municipal waste collection contracts.

C. The Contractor may also 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 when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall evaluate the evidence submitted and approve all reasonable and justifiable cost adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations. The county shall also have the right to modify the amount of a rate increase requested, modify the effective date of a rate adjustment or to reject a rate increase petition for lack of justification.

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee or first year unit disposal cost under this contract, the County at its discretion shall have the right to solicit new municipal waste, processing and/or disposal service proposals and the right to terminate this contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's (processing) (disposal) facility. All annual rate adjustments as set forth in the table in section III (3) represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the \$3.25/ton surcharge for the recycling fund, post-closure trust fund and host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 (\$3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

13. RESERVED County Administration/Solid Waste & Recycling Surcharge

In the event that legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees from the Contractor.

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1 The contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's municipal waste processing or landfill facility or, in the case of a transfer station, to weigh all municipal waste delivered to the county designated processing or disposal facility by the transfer station. The scale used to weigh municipal waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

2. Daily Operational Records

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

- A. The total weight of each type of Municipal Waste received at the facility from all sources;
- B. The county from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and
- C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

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

- A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;
- B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Northumberland County.
- c. A summary of the total weight of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Northumberland County;
- D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Northumberland County; and
- E. A summary of the total weight of Municipal Waste received from each municipality in Northumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

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

- A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

- B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Northumberland County;
- C. A summary of the total weight of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Northumberland County; and
- D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Northumberland county;
- E.. For municipal waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;
- E. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;
- G. For resource recovery or municipal waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;
- H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and
- I. If available to the Contractor, Certificate of -good standing- for the bonding company.
- J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms provided by the County along with any required supporting information.

5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

- A. Changes in the permitted site volume or capacity,
- B. Changes in the permitted average and/or maximum daily waste volume or loading rates,
- C. Changes in the excavation contours or final contours, including the final elevations and slopes,
- D. Changes in the permitted acreage, and
- E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage

against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause county to be added as an additional insured on all policies of insurance required under the terms of this Contract.

2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

- A. States the name of the insurance company, the insured owner and facility covered by the policy.
- B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
- C. Identifies the beginning and ending dates for the policy.
- D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the county and the owner, by certified mail, before any cancellation or other termination of the policy becomes effective.
- E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
- F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages may result in forfeiture of the performance bond and would be considered a default by the Contractor in accordance with the provisions of the Contract.

VI. NONDISCRIMINATION

Neither the contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

VII. INDEMNIFICATION

The Contractor or its successors and assigns shall indemnify and save harmless the county, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees resulting from any willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

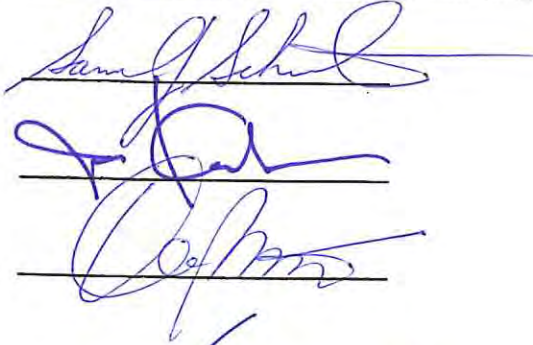
VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste (processing) (disposal) facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this contract.

WITNESS the execution hereof, as of the date and year first written.

COUNTY OF NORTHUMBERLAND,

BOARD OF COMMISSIONERS





ATTEST: 
CHIEF CLERK

(SEAL)

CONTRACTOR: 



Title: 

WITNESS: 

Form A – Cost of Processing and Disposal

Name of Facility **Lycoming County Resource Management Services** **Maximum Tipping Fees Per Ton For Each Category of Waste**
 The maximum tipping fee shall not exceed the posted gate rate.
 Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities
 Show a breakdown of those fees in the following table

Indicate any annual escalators that will apply or attach a separate table demonstrating future rates.

	MSW	Construction Demolition	Sewage Sludge	Approved Regulated Medical Waste	Other	Other
Base Tipping Fee (without taxes, and other fees)	\$60.05	\$60.05	\$60.05	\$60.05		
List Name of Fee, Tax, Surcharge below. List Amount for Each Fees, Taxes, Surcharges that will apply to Northumberland County MSW						
Pennsylvania State Recycling Fee	\$2.00	\$2.00	\$2.00	\$2.00		
Host Municipal Fee	\$1.00	\$1.00	\$1.00	\$1.00		
Pennsylvania Environmental Stewardship Fee	\$4.25	\$4.25	\$4.25	\$4.25		
Total Tipping Fee including all fees and surcharges	\$67.30	\$67.30	\$67.30	\$67.30		

Form A – Cost of Processing and Disposal Continued

Name of Facility Lycoming County Resource Management Services Maximum Tipping Fees Per Ton For Each Category of Waste
ANNUAL ESCALATOR

Base Tipping Fee (without taxes, and other fees)	MSW	Construction Demolition	Sewage Sludge	Approved Regulated Medical	Other	Other
2023 Escalator	\$61.85	\$61.85	\$61.85	\$61.85		
2024 Escalator	\$63.71	\$63.71	\$63.71	\$63.71		
2025 Escalator	\$65.62	\$65.62	\$65.62	\$65.62		
2026 Escalator	\$67.59	\$67.59	\$67.59	\$67.59		
2027 Escalator	\$69.61	\$69.61	\$69.61	\$69.61		
2028 Escalator	\$71.70	\$71.70	\$71.70	\$71.70		
2029 Escalator	\$73.85	\$73.85	\$73.85	\$73.85		
2030 Escalator	\$76.07	\$76.07	\$76.07	\$76.07		
2031 Escalator	\$78.35	\$78.35	\$78.35	\$78.35		
2032 Escalator	\$80.70	\$80.70	\$80.70	\$80.70		

Form B -Reserved Capacity

FACILITY: Lycoming County Resource Management Services

Year	Types and Quantities of Municipal Solid Waste		Specify tons per day and tons per year			Total
	MSW Only	C&D	Sludge	Other	Other	
2022-2023						
Tons Per Day	150	25	25			
Tons Per Year	43,191	6,105	5,923			55,219
2023-2024						
Tons Per Day	150	25	25			
Tons Per Year	43,067	6,087	5,906			55,060
2024-2025						
Tons Per Day	150	25	25			
Tons Per Year	42,943	6,070	5,889			54,901
2025-2026						
Tons Per Day	150	25	25			
Tons Per Year	42,819	6,052	5,872			54,743
2025-2026						
Tons Per Day	150	25	25			
Tons Per Year	42,696	6,035	5,855			54,585
2026-2027						
Tons Per Day	150	25	25			
Tons Per Year	42,572	6,018	5,838			54,428
2027-2028						
Tons Per Day	150	25	25			
Tons Per Year	42,450	6,000	5,821			54,271
2028-2029						
Tons Per Day	150	25	25			
Tons Per Year	42,327	5,983	5,804			54,115
2030-2031						
Tons Per Day	150	25	25			
Tons Per Year	42,205	5,966	5,788			53,959
2031-2032						
Tons Per Day	150	25	25			
Tons Per Year	42,084	5,949	5,771			53,804

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL NORTHUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE Reserving Capacity for % of Northumberland MSW Annually (all categories)	ANNUAL TONS Reserving Capacity for #Tons Northumberland MSW Annually (all categories)	OPERATING DAYS Estimated Annual Working Days	TONS PER DAY Reserving Capacity for #Tons Northumberland MSW Daily (all categories)
2022	55,219	100%	55,219	308	200
2023	55,060	100%	55,060	308	200
2024	54,901	100%	54,901	308	200
2025	54,743	100%	54,743	308	200
2026	54,585	100%	54,585	308	200
2027	54,428	100%	54,428	308	200
2028	54,271	100%	54,271	308	200
2029	54,115	100%	54,115	308	200
2030	53,959	100%	53,959	308	200
2031	53,804	100%	53,804	308	200

Operating hours from 7AM to 430PM Monday through Friday
and from 7AM to 1200Noon on Saturdays,

Indicate tons of Northumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: Northumberland county is eligible to participate in Great PA Clean Up Sponsored by DEP. Tonnage received from Northumberland County is not available.

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Lycoming County Resource Management Services

Address: PO Box 187, Montgomery, PA 17752

Attention: Jason Yorks

With a copy to: PO Box, Montgomery, PA 17752 Attention: Steve Simms

RFP
Mifflin County and Juniata County Pennsylvania
RFP for Municipal Waste Disposal Capacity
2023

Submitted by
Lycoming County Resource Management Services
(LCRMS)



LANDFILL · ENERGY · RECYCLE

*LYCOMING COUNTY
RESOURCE MANAGEMENT SERVICES
447 ALEXANDER DRIVE, P.O. BOX 187
MONTGOMERY, PA 17752
570-547-1870 (OFFICE)
570-547-6534 (FAX)
www.lcrms.com*

APPENDIX A
SUBMITTAL FORMS (A1-A7)

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Appendix A, Submittal Forms

Submittal Forms
Municipal Waste Disposal Services
Mifflin and Juniata Counties, Pennsylvania

Date: 03/31/2023

To: **Mifflin County Solid Waste Authority**
P.O. Box 390
Lewistown, PA 17044
Attn: **Lisa Smith**

To: **Respondent:** Company Name: Lycoming County Resource Management Services

Address: PO Box 187

447 Alexander Drive

City: Montgomery, Pennsylvania 17752

Contact: Jason Yorks, Director Phone: 570.567.2622

Email: Jason.yorks@lcrms.com

Please complete the Facility Questionnaire for each disposal facility included in the proposal.

Note: *Transfer Stations shall provide a response letter indicating compliance in delivering municipal waste to designated disposal facilities identified in the Mifflin-Juniata Regional Municipal Waste Management Plan (Regional Plan) and in providing accurate reporting of transferred waste quantities (tons) by material type.*

If selected to be listed as a Designated Disposal Facility in the Regional Plan, the undersigned Respondent agrees to execute and deliver the Municipal Waste Disposal Capacity Agreement, including the required Certificate of Insurance, to the Mifflin County Solid Waste Authority (MCSWA).

A. DEFINITIONS

For the purpose of this Facility Questionnaire, the definitions for municipal waste and the waste types included under "municipal waste" shall be consistent with Act 101 of 1988, Chapter 272 of the PA Code, and consistent with the materials regulated and tracked by the Pennsylvania Department of Environmental Protection (PADEP) as reported within the PADEP Waste Destination Reports. This solicitation seeks explicit clarification of the total available capacity for municipal and/or residual waste originating from Mifflin and Juniata County sources.

- **Municipal Waste:** Garbage, refuse, and other materials resulting from residential, municipal, commercial, institutional establishments, and community activities, but excluding materials meeting the definitions for hazardous or residual waste. Municipal waste includes conventional

Appendix A, Submittal Forms
Form A-1
Facility Questionnaire

municipal wastes, construction/demolition debris, regulated medical waste including infectious and chemotherapeutic waste, asbestos, sewage sludge, and other special handling wastes.

- **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.

B. FACILITY BACKGROUND

1. Facility Name Lycoming County Resource Management Services
2. Facility Permit # (Must be active) 100963
3. Facility Location (Physical Address): 447 Alexander Drive, Montgomery, PA 17752

3a. Facility location in decimal degrees or coordinates (formapping) 41.15119691632536, -76.9171618072219

3b. Facility distance from the Borough of Lewistown: Miles 63.7 Miles

4. Type of Disposal Facility
 - Landfill
 - Resource Recovery Facility
 - Transfer Facility
 - Other (specify) _____

5. Does this facility maintain an active State-issued disposal facility permit and meet applicable federal, state, and local laws and guidelines?
 Yes No If no, explain _____

6. Does this facility currently accept municipal and/or residual waste from Mifflin County sources?
 Yes No

6a. Annual tons of Mifflin County municipal waste processed/transferred in 2022: 11.85

6b. Annual tons of Mifflin County residual waste processed/transferred in 2022: NONE

7. Does this facility currently accept municipal and/or residual waste from Juniata County sources?
 Yes No

6a. Annual tons of Juniata County municipal waste processed/transferred in 2022: 1432.42

6b. Annual tons of Juniata County residual waste processed/transferred in 2022: 680.73

**Appendix A, Submittal Forms
Form A-1
Facility Questionnaire**

8. Is this facility able to provide all or part of the disposal capacity for Mifflin and Juniata County municipal waste annually for the 10-year period as a Designated Disposal Facility?
✓ Yes (all) Yes (part, but not all) No Not applicable (transfer only)

Comment _____

B. Waste Types & Quantities

1. Please identify each material category or type that shall be accepted from Mifflin and Juniata County sources annually over the 10-year period in accordance with the disposal capacity agreement.

- ✓ Municipal waste (conventional, not listed below)
- ✓ Construction/Demolition
- ✓ Regulated medical waste
- ✓ Asbestos
- ✓ Sewage sludge

Other "special handling" municipal wastes (specify) _____

- ✓ Separated Recyclable Materials (specify) LCRMS also offers single stream recycling

Other (specify) _____

2. Please complete the **Disposal Facility Summary Table** below to specify the types and quantities of municipal and/or residual wastes that shall be accepted from Mifflin and Juniata Counties annually over the 10-year period in accordance with the disposal capacity agreement.

**Appendix A, Submittal Forms
Form A-1
Facility Questionnaire**

Disposal Facility Summary Table					
Facility Name <u>Lycoming County Resource Management Services</u>					
Facility Permit # <u>100963</u>					
# of Annual Operating Days <u>312</u>					
Waste Type	Accepted (Y/N)	Permitted Daily Avg. Tons	Estimated Annual Capacity Available to Mifflin-Juniata Counties (tons) ^[2]	Year 2022 Gate Rate Tip Fee (per ton)	Years of Remaining Capacity (as of 2022)
Municipal Wastes (conventional) ^[1]	Yes	1600 Total	All	Varies	13+- without expansion
Construction/Demolition	Yes	1600 Total	All	Varies	13+- without expansion
Sewage Sludge	Yes	1600 Total	All	Varies	13+- without expansion
Incinerator Ash	Yes	1600 Total	All	Varies	13+- without expansion
Regulated Medical Wastes (e.g., Infectious/chemotherapeutic)	Yes	1600 Total	All	Varies	13+- without expansion
Asbestos	Yes	1600 Total	All	Varies	13+- without expansion
Bulky Waste	Yes	1600 Total	All	Varies	13+- without expansion
Other (specify)					
Aggregate (total) Municipal Waste ^[3]		1600 Total	All	Varies	13+- without expansion
Residual Waste	Yes	1600 Total	All	Varies	13+- without expansion

^[1] Conventional municipal wastes (e.g., garbage and refuse, excluding the different waste types in the table.)

^[2] Please note "ALL" if the facility has sufficient disposal capacity available for all Mifflin and Juniata County wastes without specified quantity limits.

^[3] The aggregate of all non-hazardous residential/commercial/institutional municipal solid wastes, including C/D, regulated medical waste, asbestos, sewage sludge, and other accepted "special handling" municipal wastes, excluding residual waste. This aggregate represents the total municipal waste disposal capacity, including all accepted waste types under "municipal waste."

C. FACILITY DESCRIPTION

1. LINER

Please describe the subbase linear design of your landfill (please include the thickness of synthetic liners) of your facility's permitted operations.

1. Primary Liner: (check those that apply)

Synthetic membrane Thickness = 100 mils Material HDPE

Remolded clay Thickness = _____ Permeability _____ cm/sec

Other

**Appendix A, Submittal Forms
Form A-1
Facility Questionnaire**

2. Secondary Liner: (check those that apply)

Synthetic membrane Thickness = 100 mils Material HDPE

Remolded clay Thickness = _____ Permeability _____ cm/sec

Other

3. What portion(s) of this system are currently in place? 100%

2. LEACHATE COLLECTION AND TREATMENT METHOD

Describe leachate collection and treatment methods currently permitted and in operation.

Leachate is collected within a network of pipes above the liner system. The collected Liquid flows by gravity or is pumped to onsite aerated leachate storage. Eventually the Wastewater is conveyed through separate double containment pipelines to two different treatment plants where the leachate is then blended with municipal wastewater and treated.

3. SITE ACCESS RESTRICTIONS

Please list any current or expected site access restrictions to transfer trailers or other vehicles (bridges, road limitations, grade, etc.)

None Noted

4. RECYCLING

Do you provide any processing or other handling of recyclables at your facility?

If yes, please explain.

LCRMS has a 60,000 square foot single stream recycling center. We accept both single stream and source separated materials

If not, what plans do you have to add recyclables' handling and processing at your facility?

5. HOUSEHOLD HAZARDOUS WASTES AND ELECTRONICS

Do you provide any processing or other handling of household hazardous wastes or electronics at your facility? If yes, please explain.

Yes No

CDRA electronics recycling, and HHW collections daily for used oil and antifreeze
