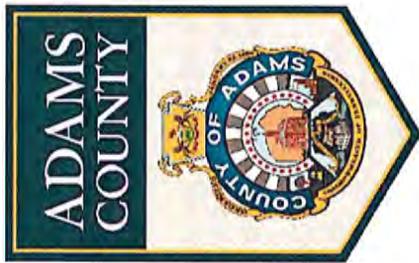


APPENDIX A: Recycling

- A-1 Adams County Recycling and Waste Management Information Brochure
- A-2 PADEP Guidelines for Yard Waste and Composting Facilities (Sept. 1997)
- A-3 Year 2017 Act 101 Annual ReTRAC Recycling Report
- A-4 Waste Services Information

ADAMS COUNTY RECYCLING AND WASTE MANAGEMENT INFORMATION



Provided by:
**THE ADAMS COUNTY OFFICE OF
PLANNING AND DEVELOPMENT**

**PLEASE REDUCE, REUSE, RECYCLE
AND PROPERLY MANAGE WASTE
TO PRESERVE AND PROTECT
OUR COMMUNITY, ENVIRONMENT
AND QUALITY OF LIFE!**

October 2018

We are pleased to offer you this brochure packed with information on recycling opportunities and disposal options! Every effort is made to update this information on a regular basis; however, in the event this information changes, or is no longer valid, please let us know. Keep a copy handy for reference, and please help us out & share this information with family and friends!

Recycling helps protect our land, water & air – natural resources which are becoming more precious as time goes on!

Thank you for doing your part to help keep Adams County a beautiful place to live.



*Adams County Office of Planning and Development
670 Old Harrisburg Road, Suite 100
Gettysburg, PA 17325
(717) 337-9827*

For more information on recycling and waste management at home and on the job, check with your waste collection company or call the following organizations:

ADAMS COUNTY PLANNING OFFICE..... (717) 337-9827
PENNSYLVANIA RECYCLING HOTLINE..... (800) 346-4242
PENNSYLVANIA RESOURCES COUNCIL..... (610) 353-1555

ILLEGAL DUMPING OR LITTERING ISSUES

Dumping trash and/or scattering litter are unlawful activities under the following Commonwealth statutes:

- PA Crimes Code, Title 65
- PA Vehicle Code, Title 75
- Fish & Boat Code
- Game & Wildlife Code
- PA Code, Title 25

REPORT LITTERING INCIDENTS TO:

Your Municipal Office, or
DEP, Bryan Walter, 717-705-4909

The Adams Rescue Mission (A.R.M.) Recycling Center
 2515 York Road, Gettysburg, PA 17325
 (717) 334-7502

Dear Patron:

I know you're busy, so we won't give you a long discussion on why you should recycle; chances are, you already know. So we'll just take a moment to tell you about our recycling program. These items directly support the Homeless Shelter on York Road and our Family Shelter in Gettysburg. Your involvement in our recycling program helps us to provide shelter for the homeless, meals, job training and counseling. All we ask is that you donate recyclable items that you may now be putting in the trash. On behalf of the homeless we "thank you" for your clean recyclable items. WE ARE GRATEFUL FOR YOUR SUPPORT!
Adams Rescue Mission Director

RECYCLABLE ITEMS WE ACCEPT

- ♻️ **Aluminum Cans and Scrap** - Please remove webbing from lawn chairs.
- ♻️ **Bi-metal (tin) cans** - Labels may be left on, but please rinse all cans & bottles.
- ♻️ **Books** - All types, including encyclopedias, etc.
- ♻️ **Cardboard** - Corrugated boxes, cereal boxes, shoe boxes, manila folders, etc.
- ♻️ **Clothing & Textiles** - Please bag or box **useable** clothing separately. You can label un-useable items and rags as **"textiles"** (No oily or wet clothing please.)
- ♻️ **Furniture & Appliances** - Please call ahead for a pick-up or you can drop off furniture (in good shape only) or appliances (in working condition) at the Mission from 9:00 am to 4:30 pm, Monday - Saturday.
- ♻️ **Magazines** - Also glossy inserts from the newspaper, junk mail, etc.
- ♻️ **Newspaper** - *Please*, no glossy inserts mixed in with the newspaper.
- ♻️ **Paper Bags** - Paper ONLY, glossy finish not mixed in.
- ♻️ **White Paper** - Notebook paper, copy paper (any color), card stock, stationery, church bulletins, office paper, computer paper, some junk mail (please remove glossy inserts and plastic window envelopes)

The A.R.M. Recycling Center is open from 8:00 am to 8:00 p.m. Monday through Saturday. **For your convenience all recyclables may be dropped off at the Mission during the above hours.** Call for details regarding holiday hours.

** We also operate an excellent clothing and furniture thrift store. Come in and shop with us for some great deals!

RECYCLABLES COLLECTION LOCATIONS

- Berwick Township** (residents only)..... 717-632-1829
 Monday - Friday 8:00 am - 4:00 pm, 4th Saturdays 9:00 am - 12:00 noon
- Cumberland Township** (residents only) 717-334-6485
 1st Saturday each month 9:00 am - 11:30 am
- Latimore Township** (residents only) 717-528-4614
 Saturdays 10:00 am - Noon
- Reading Township** (residents only)..... 717-624-4222
 Monday - Friday 7:00 am - 3:00 pm, 1st & 3rd Saturdays 9:00 am - 4:00 pm
- Lutheran Home Residents**..... 717-334-6204
 Check with Lutheran Home Office for collection point

RECYCLING OPTIONS

- Aluminum & Metal Scrap Materials** (may also include old appliances, call first)
- A&A Auto Salvage, Gettysburg..... 717-334-8788
 - Adams Rescue Mission, Gettysburg..... 717-334-7502
 - Arentz Enterprises, Gettysburg..... 717-334-1469
 - B. A. Sweger, Idaville 717-677-9177
 - CSR Inc, Gettysburg..... 717-334-3009
 - Frankie's Used Auto Parts..... 717-334-6616
 - J & K Salvage, York..... 717-843-3672
 - Kreitz Recycling, Hanover 717-357-6494
 - Neiderer Sanitation, New Oxford..... 717-624-7430
 - Patrick Arentz, Fairfield..... 717-642-6802
 - Prospect Metal, Gettysburg 717-624.4158
 - Redding Handyman Service, Biglerville 717-677-6916
 - Staiman Recycling Corporation, Hanover..... 717-646-0951
 - Stonesifer & Sons Sanitation, Inc, Littlestown..... 717-359-4627
 - Swope Salvage & Recycling, East Berlin..... 717-292-2285

- Air Conditioners/Refrigerators (licensed Freon removal) - *Keep Item Upright***
Fee charged. (also check with your waste hauler for possible disposal options)
- Hanover Transfer Station, Hanover..... 717-633-5523
 - Neiderer Sanitation, New Oxford..... 717-624-7430
 - Stonesifer & Sons Sanitation Inc, Littlestown..... 717-359-4627
 - Washington Township Transfer Station, Waynesboro 717-762-4413

Antifreeze (see listing under 'Oil')

- Asbestos** (Businesses - must be tested by DEP & handled as Hazardous Waste)
 Determine if 'Friable' or 'Non-Friable'
 Call DEP (717-783-2300 or 717-705-4700) or Laboratory Analytical & Bio Services in East Berlin (717-259-6550)

Friable - usually used as insulation around pipes in older buildings; brittle, breaks / crumbles easily. You need an 'Abatement' company to remove/dispose of it.
Non-Friable - usually used in shingles, floor tiles, etc. This can go to a landfill, or you can build/remodel over top of it.

Commercial Building - contact DEP before demolition begins.

Baxter Group, Chambersburg (abatement co.), 717-263-7341 or 800-990-7210

Asphalt (see listing under "Blacktop")

Ballasts (see listing under 'Lights')

Batteries

- Button/Cell Batteries** (non-rechargeable, used in watches, flashlights, etc.)
- AERC (www.aercycling.com) 800-554-2372
- Air Cycle Corporation (www.aircycle.com) 800-909-9709

Batteries - con't

Button/Cell Batteries - con't

Battery One, Inc. (www.batteryoneinc.net), Chbg 717-263-4930
also: Locations in Hagerstown, Cumberland & Frederick, MD
Battery Solutions (www.batteryrecycling.com) 800-852-8127
SAMR, New Jersey (www.samrecovery.com) 866-509-7267
Think Green (www.thinkgreenfromhome.com) 866-699-6466
Veolia Environmental Services (www.veoliaes-ts.com) 888-262-4910
also: Commercial Customers Only, York 717-764-8677

Car Batteries

A&A Auto Salvage, Gettysburg 717-334-8788
Battery Warehouse, Hanover or Chambersburg 717-633-5149 or 717-264-7414
CSR Inc. Gettysburg 717-334-3009 or 717-334-0080
J & K Salvage, York 717-843-3672
Kreitz Recycling, Hanover 717-357-6494
MEM Automotive, Hanover 717-646-9998
Neiderer Sanitation, New Oxford 717-624-7430
Staiman Recycling, Hanover 717-646-0951
Stonesifer & Sons Sanitation, Inc., Littlestown 717-359-4627
Swope Salvage and Recycling, East Berlin 717-292-2285
Tom Knox Auto Services, Gettysburg 717-334-2297
Washington Twp Transfer Station, Waynesboro 717-762-4413

Lithium Ion Batteries

Home Depot, Hanover 717-646-0140
also: Carlisle 717-249-1771, Mech. 717-795-9602, York 717-757-0440
Lowe's, Hanover 717-630-8700
also: Chbg 717-709-1900, Carlisle 717-258-7700, Mech. 717-610-9230, York 717-676-4050

Rechargeable Batteries (may include laptop batteries, etc.)

AERC (www.aercycling.com) 800-554-2372
Battery Warehouse, Hanover or Chambersburg 717-633-5149 or 717-264-7414
Battery Solutions (www.batteryrecycling.com) 800-852-8127
Best Buy (www.bestbuy.com) Mech. or York... 717-795-1741 or 717-840-4530
Call 2 Recycle (www.call2recycle.org) 877-723-1297
Fastenal, Gettysburg 717-338-9933
Finch Services, Hanover 717-632-2345
Green Disk (www.greendisk.com) 800-305-3475
Lowe's, Hanover 717-630-8700
also: Chbg 717-709-1900, Carlisle 717-258-7700, Mech. 717-610-9230, York 717-676-4050
Motorola www.motorola.com/recycling
Radio Shack, Hanover 717-632-8292 or 717-632-5055
SAMR, New Jersey (www.samrecovery.com) 866-509-7267
Sears, Hanover 717-630-4351
Staples, Gettysburg or Hanover 717-337-2113 or 717-630-9811
also: Chbg 717-263-2553, Carlisle 717-243-1213, Mech. 717-795-7590, York 717-852-8454
Veolia Environmental Services (www.veoliaes-ts.com) 888-262-4910
also: Commercial Customers Only, York 717-764-8677
Wal-Mart, Gettysburg or Hanover 717-334-2000/717-632-8444/717-630-8211
also: Chbg 717-264-2300, Carlisle 717-258-1250, Mech. 717-691-3150, York 717-764-1485

Bicycles & Parts

Gettysburg Bike & Fitness (*tubes only*) 717-334-7791

Binders (three-ring with working metal rings and vinyl covers)

American Thermoplastic Co., Pittsburgh (www.binders.com) 800-456-6602

Blacktop (old) - If dry and not leaching, it possibly can be used as clean fill.

First, call DEP for information at 717-705-4700.

Books

Adams County Library System, Gettysburg 717-334-5716
Adams Rescue Mission, Gettysburg 717-334-7502
Book Destruction, Ohio (www.book-destruction.com) 614-895-1303
Kreitz Recycling, Hanover 717-357-6494

Bottles (check with your waste hauler &/or recycler for recycling options/requirements)

Plastic (also see Plastics)

Adams Rescue Mission, Gettysburg 717-334-7502
Think Green (www.thinkgreenfromhome.com) 866-699-6466

Brush (see listing under 'Yard Waste')

Building/Construction Materials - new and used (also see Siding, Shingles)

Armstrong World Industries (www.armstrong.com) 877-276-7876
Barn Saver - John High, Narvon, PA (www.barnsaver.com) 717-445-8246
Crushcrete, Inc, Bethlehem, PA 610-865-1898 or 610-865-2106
Gettex, LLC, New Oxford 717-321-3155
Habitat ReStore, Chambersburg or Lancaster .. 717-491-1156 or 717-293-0250
Historic Gettysburg - Adams County 717-334-8312 or 717-677-6400
Institution Recycling Network (www.ir-network.com), NH 866-229-1962
ReStor, York 717-852-7574
York Architectural Whse (www.refindings.com), York 717-854-7152

Cameras

Digital

Best Buy, Mechanicsburg or York 717-795-1741 or 717-840-4530
Costco Trade-In Program www.costco.com
Green Disk (www.greendisk.com) 800-305-3475
Radio Shack (www.radioshack.com/tradein) 800-843-7422
Recycle It America www.recycleitamerica.com
Samsung (www.samsung.com/recyclingdirect) 201-229-4118
Staples, Gettysburg or Hanover 717-337-2113 or 717-630-9811
also: Chbg 717-263-2553, Carlisle 717-243-1213, Mech. 717-795-7590, York 717-852-8454
Toshiba <http://toshiba.eztradein.com>

Disposable

Radio Shack (www.radioshack.com/tradein) 800-843-7422
Rite Aid Pharmacy, Gettysburg 717-334-6447

Cans (check with your waste hauler for recycling options)

Adams Rescue Mission, Gettysburg..... 717-334-7502
Neiderer Sanitation, New Oxford..... 717-624-7430
Think Green (www.thinkgreenfromhome.com) 866-699-6466

Caps/Lids (see listing under 'Plastic Caps/Lids/Soda Pack Rings')

Carbon Monoxide Detector

No radioactive materials are used. If possible, remove battery and recycle it - the detector can be put in your regular household trash.

Cardboard - flattened (check with your waste hauler for recycling options)

Corrugated

Adams Rescue Mission, 2515 York Road, Gettysburg..... 717-334-7502
Neiderer Sanitation, New Oxford..... 717-624-7430
Think Green (www.thinkgreenfromhome.com) 866-699-6466

Heavy Stock (cereal boxes, shoe boxes, etc.)

Adams Rescue Mission, 2515 York Road, Gettysburg..... 717-334-7502
Neiderer Sanitation, New Oxford..... 717-624-7430
Think Green (www.thinkgreenfromhome.com) 866-699-6466

Cards (all-occasion used greeting cards)

Golden Living Center, Gettysburg 717-334-6764
The Brethren Home, New Oxford..... 717-624-2161
Gettysburg Lutheran Retirement Village, Gettysburg 717-334-6204 or 717-632-5928
Transitions Health Care, Gettysburg 717-334-6249

Carpet (check with your waste hauler - large item pickup option)

Vision Resource of Central PA, Harrisburg (www.vrocp.org)..... 717-238-2531

Cars - junk (also see list at back of book for local benefits)

A&A Auto Salvage, Gettysburg..... 717-334-8788
CSR Inc, Gettysburg..... 717-334-3009 or 717-334-0080
Frankie's Used Auto Parts, Gettysburg..... 717-334-6616
Hartlaub & Sons, Littlestown..... 717-359-7573
J & K Salvage, York..... 717-843-3672
Prospect Metal Used Auto Parts, New Oxford..... 717-624-4158
Tom Knox Auto Services, Gettysburg..... 717-334-2297

Ceiling Tiles

Armstrong Ceiling Recycling Program..... 877-276-7876

Cell Phones

Battery Solutions (www.batteryrecycling.com) 800-852-8127
Best Buy (www.bestbuy.com) Mechanicsburg or York 717-795-1741 or 717-840-4530
Call 2 Recycle www.call2recycle.org
Clover Environmental Solutions www.corerecycling.com
E-Cycle 1st, York (www.ecycle1st.com) 717-880-0637
Fastenal, Gettysburg..... 717-338-9933

Cell Phones - con't

Gazelle..... www.gazelle.com
Goodwill Industries..... www.reconnectpartnership.com
Green Disk (www.greenDisk.com) 800-305-3475
Lowe's, Hanover..... 717-630-8700
also: Chhg 717-709-1900, Carlisle 717-258-7700, Mech. 717-610-9230, York 717-676-4050
Motorola..... www.motorola.com/recycling
New Tech Recycling (www.newtechrecycling.com) 732-469-9774
Radio Shack (www.radioshack.com/tradein) 800-843-7422
Recycle It America..... www.recycleitamerica.com
Samsung (www.samsung.com/recyclingdirect) 201-229-4118
Toshiba..... http://toshiba.eztradein.com
The Wireless Alliance (www.thewirelessalliance.com) 866-366-5791
Think Green (www.thinkgreenfromhome.com) 866-699-6466
Verizon Wireless (www.verizonwireless.com/hopeline) 717-632-2650
YWCA, Gettysburg..... 717-334-9171

"Plug-In to eCycling" Partners (These stores/companies accept cell phones)

AT&T Wireless, Best Buy, LG Electronics, Motorola, Nokia, Office Depot, Samsung
Sony Ericsson, Sprint, Staples and T-Mobile

CFL Bulbs (see listing under 'Lights')

Chargers

Green Disk (www.greenDisk.com) 800-305-3475

Chemicals

Chemical Recycling Solutions..... www.chemicalrecyclingsolutions.com
Chris Boznyak, PA Dept of Env Protection, Harrisburg 717-787-7382

Christmas Trees (check with your municipal office first)

H & H Excavating, Spring Grove..... 717-225-4669
Neiderer Sanitation, New Oxford..... 717-624-7430
Stonesifer Sanitation, Littlestown..... 717-359-4627
Washington Twp Transfer Station, Waynesboro..... 717-762-4413

Clean Fill / Stone / Unpainted Concrete

Gettex LLC, New Oxford..... 717-321-3155
Wyatt Excavating, New Oxford 717-624-4212

Clothing (usable)

Adams Rescue Mission, Gettysburg..... 717-334-7502
Clothing Closet (Gettysburg United Meth. Church, 30 W. High St) 717-334-3032
Community Aid Thrift Store, Hanover..... 717-412-7706
Community Recycling (www.communityrecycling.biz) 800-336-0141
Gettysburg Hospital Thrift Shop, Gettysburg..... 717-334-5264
H.A.R.T. Center, New Oxford..... 717-624-4323
U's Again (labeled containers found in various locations)..... www.usagain.com

Driveway Sealer
Washington Twp Transfer Station..... 717-762-4413

Electronics (*Computers, TV's and their peripherals; not toasters, radios, etc.*)
In November 2010, the Covered Device Recycling Act (CDRA) was passed, which established requirements for individuals and entities with the handling of covered devices (i.e., computers, monitors, peripherals and televisions.) As a result, these items from Adams County must be taken to an R2/e-Stewards certified recycler or an approved drop-off point for these recyclers.

If you reside in one of Adams County municipalities that is a participant in one of the Collective Groups Waste Contracts, check with your municipal office or waste hauler to inquire about Covered Device Recycling Events.

Cumberland County Recycling Center, Carlisle (*limited days/times*) 717-240-6489
E-end USA, Frederick, MD 240-529-1010
Staples (No TV's), Gettysburg or Hanover 717-337-2113 or 717-630-9811
also: Chbg 717-263-2553, Carlisle 717-243-1213, Mech. 717-795-7590, York 717-852-8454
(call for details/acceptable items or check online at www.staples.com)

Washington Twp Transfer Station, Waynesboro..... 717-762-4413
(NOTE: Household items such as toasters, radios, etc. can be placed in your regular trash for pick up.)

In Working Condition Only:
Goodwill Keystone Area, Hanover or Chambersburg..... 717-637-0397 or 717-267-0488
Salvation Army Family Store, Camp Hill 800-728-7825
United Way, Gettysburg..... 717-334-5809

Eye Glasses--drop off (*also see Medical Supplies*)
Gettysburg Eye Care, Gettysburg..... 717-337-0707
Kennie's Markets, Gettysburg..... 717-334-2179
Lion's Club Collection, Gettysburg 717-337-2939
Penn Township, 20 Wayne Ave., Hanover..... 717-637-1561
Rose Garden Natural Foods, Gettysburg..... 717-338-0835
YWCA, Gettysburg 717-334-9171

Film Negatives
Tri-State Recyclers, Inc, Harrisburg..... 717-233-5606

Fill Material/Ground (*check with your municipality first*)
District 8, Penn DOT 717-334-3155
Local Excavators/Landscapers (*contact ACCD, 334-0636, for referral*)

Fire Extinguishers (*recharging and/or proper disposal*)
B.F.P.E., Abottstown..... 717-259-5888

Flooring
Carpet Tile Recycling (www.dpmopt3.com)..... 865-692-8337

Fluorescent Bulbs (*see listing under 'Lights'*)

Compressed Air Containers
Empty all air, remove top & recycle can.
If cannot empty all air, throw in garbage

Computers (*see listing under 'Electronics'*)

Concrete
Unpainted – can be used as clean fill; if painted, take to a landfill/transfer station.

Contaminated Soil (*contaminated with antifreeze, petroleum products, etc.*)
DEP - call for information, Chbg or Hbg 717-267-3364 or 717-783-2300

Conveyor Belting
Mahantango Ent, Liverpool..... 717-444-3788

Cooking Oil (*from turkey fryer, etc.*)
Add to compost pile.
Use in an oil burner/furnace.

Copiers
E-cycle 1st, York (www.ecycle1st.com) 717-880-0637
New Tech Recycling (www.newtechrecycling.com) 732-469-9774
The Computer Barn, Carlisle (www.thecomputerbarn.com) 717-258-9663

Cordless Phone (*check with your phone provider's office/store locations*)
Staples, Gettysburg or Hanover 717-337-2113 or 717-630-9811
also: Chbg 717-263-2553, Carlisle 717-243-1213, Mech. 717-795-7590, York 717-852-8454

Dead Deer
State Road – Penn DOT 717-334-3155
Local Road – Game Commission 800-422-7554

Detergents / Cleaning Products
Safer Choice www2.epa.gov/saferchoice

Disks (*diskettes, CDs, DVDs*)
CD Recycling Center of America (www.cdrecyclingcenter.org) . 603-894-5553
Green Disk (www.greendisk.com) 800-305-3475
Think Green (www.thinkgreenfromhome.com) 866-699-6466
TNT Recycling, Littlestown..... 717-910-5126

Document Shredding
Adams Rescue Mission, Gettysburg..... 717-334-7502
Dirty Dog Hauling (*large amount* - www.dirtydoghauling.com) . 717-232-4009
Incred-A-Shred, Baltimore, MD 877-612-4182
Iron Mountain, Cranberry Twp (www.ironmountain.com) 724-794-7326
Shred-It (*mobile service*), Lancaster..... 717-393-1143
Tri-State Shredders, Harrisburg..... 717-233-5606

Freon-containing Items (*Air Conditioners, Refrigerators, Dehumidifiers, etc*)

See listing under 'Air Conditioners...' for more information

Gasoline / Kerosene (*old*)

Tom Knox Auto Services, Gettysburg..... 717-334-2297

Glass Bottles/Jars (*check with your waste hauler for possible recycling options*)

At this time, unless your waste hauler offers an option for recycling glass items, there is nothing available for recycling glass materials in this area.

GPS Units (*see listing under 'Electronics'*)

Grass Clippings (*see listing under 'Yard Waste'*)

Grease - cooking grease

Greaseland / MOPAC (www.greaseland.com)..... 1-800-967-8325 ext. 3333
Keystone Biofuel, Camp Hill 717-761-3511
Restaurant Technologies Inc., Aston 610-494-7827
Resolution Biofuels, York..... 717-885-0426

Hearing Aids

Hear Now (*call for location*) 1-800-648-4327

Ink Cartridges / Toner (*call to verify materials accepted by each location*)

Adams County Library (*all sites and Bookmobile*) 717-334-0163
Adams County SPCA, Gettysburg 717-334-8876
Cartridge World, Hanover 717-637-1311
Clover Environmental Solutions www.corerecycling.com
Green Disk (www.greendisk.com) 800-305-3475
Reconnect Partnership www.reconnectpartnership.com
Samsung (www.samsung.com/recyclingdirect) 201-229-4118
Staples, Gettysburg & Hanover stores 717-337-2113 or 717-630-9811
also: Chbg 717-263-2553, Carlisle 717-243-1213, Mech. 717-795-7590, York 717-852-8454
Wal-Mart, Gettysburg or Hanover. 717-334-2000/717-632-8444/717-630-8211
also: Chbg 717-264-2300, Carlisle 717-258-1250, Mech. 717-691-3150, York 717-764-1485

Inhalers (*check with your doctor or pharmacy for participation, also see "Medications"*)

GlaxoSmithKline (GSKcompletecycle.com) 888-825-5249

Insulation (*old*)

Hanover Transfer Station, Hanover..... 717-633-5523
Neiderer Sanitation, New Oxford 717-624-7430
Washington Township Transfer Station, Waynesboro 717-762-4413
York County Resource Recovery Center, York 717-843-2902

Lights (*Fluorescent Bulbs, LED's, etc.*)

(*check with your electric company to see if they offer a service*)

Adams Electric Co-op (residential customers only) .. 717-334-9211 or 888-232-6732
AERC (www.aercrecycling.com) 800-554-2372

Lights - con't (*Fluorescent Bulbs, LED's, etc.*)

Air Cycle Corporation (www.aircycle.com) 800-909-9709
Bulbs.Com (www.bulbs.com) 888-455-2800
Earth Protection Services, Lancaster 717-239-5900
Easy Pak (www.easypak.com) 888-640-6700
Holiday LED's (www.holidayleds.com) 866-492-4330
Home Depot, Hanover (*unbroken CFL's only*) 717-646-0140
also: Carlisle 717-249-1771, Mech. 717-795-9602, York 717-757-0440
Institution Recycling Network (www.ir-network.com), NH 866-229-1962
Lamptracker (www.wmlamptracker.com) 800-664-1434
Lowe's, Hanover (*unbroken CFL's only*) 717-630-8700
also: Chbg 717-709-1900, Carlisle 717-258-7700, Mech. 717-610-9230, York 717-676-4050
Schaefer/YESCO, New Oxford 717-334-0106
also: Harrisburg 717-233-1621
Sylvania (www.sylvania.com/recycle) 800-544-4828
Think Green (www.thinkgreenfromhome.com) 866-699-6466
Veolia Environmental Services (www.veoliaes-ts.com) 888-262-4910
also: Commercial Customers Only, York 717-764-8677

Magazines

Adams Rescue Mission, Gettysburg..... 717-334-7502
Kreitz Recycling, Hanover 717-357-6494
Neiderer Sanitation, New Oxford 717-624-7430
Ronald McDonald House Charities of PA..... (www.ronaldhousehershey.org)
Drop-box @Len Dick Signs, 3000 York Rd, Gettysburg 717-533-4001

Mail (junk/unwanted) (*also check your post office for recycling opportunities*)

Neiderer Sanitation, New Oxford..... 717-624-7430
Stop Junk Mail..... www.stopjunkmail.com
Think Green (www.thinkgreenfromhome.com) 866-699-6466

Medical Equipment/Supplies (*also see Eye Glasses*)

Institution Recycling Network (www.ir-network.com), NH 866-229-1962
Medical Ministry Int'l - PA Warehouse, Parkesburg, PA 610-857-3345
Mercy Ships, TX (email: gifthinkind@mercyships.org) 903-939-7000

Medications

Drop-Boxes Located At:

Adams County Courthouse, 117 Baltimore Street, Gettysburg
8:00 am - 4:30 pm, Monday through Friday
Conewago Twp Police Dept, 541 Oxford Avenue, Hanover
8:00 am - 2:00 pm, Monday through Friday
Cumberland Twp Police Dept, 1370 Fairfield Road, Gettysburg
8:00 am - 4:00 pm, Monday through Thursday
Eastern Adams Regional Police Dept, 110 North Berlin Avenue, New Oxford
10:00 am - 3:00 pm, Monday - Friday
Gettysburg Borough Police Dept, 59 East High Street, Gettysburg
8:00 am - 4:30 pm, Monday through Friday

Music Players - con't (IPOD/MP3/etc.)

Gazelle.....www.gazelle.com
Green Disk (www.greendisk.com).....800-305-3475
Recycle It America.....www.recycleitamerica.com
Radio Shack (www.radioshack.com/tradein).....800-843-7422
Toshiba.....http://toshiba.eztradein.com

Musical Instruments

Adams County Arts Council, Gettysburg.....717-334-5006
Menchey's Music, Hanover.....717-637-2185
Noteworthy Music, Gettysburg.....717-334-3522
Salesian Missions - 2 Lefevre Lane, P.O. Box 30, New Rochelle, NY 10802

Needles/Syringes (check with your doctor or pharmacy for participation)

Mail-Back Programs/Supplies:

GRP (www.sharpsdisposal.com).....800-207-0976
Republic Sharps (www.republicsharps.com).....855-737-7871
Safe Needle Disposal (www.quickmedical.com/health/diabetes/disintegrator.html)
Sharps Compliance Corp. (www.sharpsinc.com).....800-772-5657
Stericycle, Inc. (www.stericycle.com).....866-783-9816
Veolia Environmental Services (www.veoliaes-ts.com).....888-262-4910
also: Commercial Customers Only, York.....717-764-8677

Newspapers - see Paper

Oil (Motor) or Antifreeze - place oil in a metal 5-gallon reusable container. Do not use plastic milk jugs. Do not mix either one of these items with other types of oils or anti-freeze. The locations below accept "clean oil" & "clean anti-freeze" only. (See the special category for antifreeze and oil that are mixed.)

Anti-Freeze (only)

Hanover Lube & Brake, Hanover.....717-637-3011
Hazelton Oil & Environmental, Hazleton.....800-458-3496
Mike's KARS, Gettysburg.....717-334-6882
Renn-Kirby Chevrolet, Gettysburg.....service manager, 717-334-9234
Tom Knox Auto Services, Gettysburg.....717-334-2297

Oil Filters (must be drained completely, not leaking any oil)

CSR Inc, Gettysburg (call for details).....717-334-3009
Carroll Valley Borough, Fairfield (residents only).....717-642-8269
Hazelton Oil & Environmental, Hazleton.....800-458-3496
Wal-Mart, South Hanover store only.....717-630-8211, ext. 143

Oil only

Advance Auto Parts, Hanover.....717-633-3636
Auto Zone, Hanover.....717-637-3656
BKC Mobile RV & Auto Repair Service, Abbottstown.....717-259-8293
Carroll Valley Borough, Fairfield (residents only).....717-642-8269
Golf Cart Services, New Oxford.....717-624-2900

Medications - con't

Liberty Township Police Dept, 39 Topper Road, Fairfield
8:00 am - 4:00 pm, Monday - Thursday
Littlestown Borough Police Dept, 10 South Queen Street, Littlestown
7:00 am - 3:30 pm, Monday through Friday
McSherrystown Borough Police Dept, 336 Main St, McSherrystown
8:00 am - 2:00 pm, Monday through Friday
PA State Police, Troop H, 3033 Old Harrisburg Road, Gettysburg
Box available 24 hrs/day, 7 days/week
Wellspring Pharmacy Fairfield, 4910 Fairfield Road, Fairfield
9:00 am - 6:00 pm, Monday - Friday; 9:00 am - 1:00 pm, Saturday

Other Disposal Options:

Disposal Location Search.....www.disposemyeds.com
Take Away Program (www.sharpsinc.com)
Mail-in envelopes are available at all local CVS and Rite Aid stores
Veolia Environmental Services (www.veoliaes-ts.com).....888-262-4910
also: Commercial Customers Only, York.....717-764-8677

Empty Pill Containers - check with your local pharmacy for possible recycling options

Mercury (also see Fluorescent Bulbs & Thermostats)

AERC (www.aercycling.com), corporate location.....800-554-2372
Local location - Allentown.....610-797-7608
Air Cycle Corporation (www.aircycle.com).....800-909-9709
APR Supply, Gettysburg or York.....717-338-1202, 717-845-3511
Battery Solutions (www.batteryrecycling.com).....800-852-8127
Bob Conrad, Emergency Response, DEP.....717-705-4741
Easy Pak (www.easypak.com).....888-640-6700
Veolia Environmental Services (www.veoliaes-ts.com).....888-262-4910
also: Commercial Customers Only, York.....717-764-8677

Metals (see listing under 'Aluminum & Metal Scrap Materials')

Microwaves (check with your municipality/waste hauler-large item pick-up service)

Hanover Transfer Station, Hanover.....717-633-5523
Neiderer Sanitation, New Oxford.....717-624-7430
Washington Township Transfer Station, Waynesboro.....717-762-4413

Mobile Homes / Travel Trailers (drop-off fee charged - call for information)

Pequea Salvage, Willow Street.....717-464-4461

Muriatic Acid

Check with local waste water treatment plants / your municipality.
Concrete masons, tombstone companies, pool owners...

Music Players (IPOD/MP3/etc.)

Apple Stores.....www.apple.com
Best Buy (www.bestbuy.com) Mechanicsburg or York 717-795-1741 or 717-840-4530
Costco Trade-In Program.....www.costco.com

Oil only – con't

- Hazleton Oil & Environmental, Hazleton..... 800-458-3496
- Lincolnway Sales & Service, Abbottstown 717-624-8500
- Mike's KARS, Gettysburg..... 717-334-6882
- Moon's II, Gardners..... 717-528-7163
- Renn-Kirby Chevrolet, Gettysburg..... service manager, 717-334-9234
- Rick's Repair Services (Oct. – Mar. only), Gettysburg 717-338-9000
- Russ Hill Automotive, York Springs 717-528-4730
- S&S RV Service, Gettysburg..... 717-334-0149 or 717-359-7856
- Tom Knox Auto Services, Gettysburg 717-334-2297
- Wal-Mart, South Hanover store only 717-630-8211, ext. 143
- Wolf's Bus Lines/Paul's Garage, York Springs 717-528-4125 or 717-528-4132

Oil and Antifreeze - mixed (check with your vehicle repair shop to see if they participate with a reclamation service that can separate the antifreeze and oil)
Covanta/Rec Oil, York..... 717-846-9551

Packaging Materials (bubble wrap and polystyrene peanuts)

- Gettysburg Heritage Center, Gettysburg 717-334-6245
- Gifty Baskets & Flower, Hanover 717-632-6150
- Goin' Postal, Gettysburg 717-334-6896
- Parcel Plus, Hanover 717-632-5896
- Thomas Publications (peanuts only), Fairfield 717-642-6600
- Totally Stainless/Doc Hammett, Biglerville 717-677-8811
- UPS Store, Hanover or York 717-646-1118 or 717-852-8029

Paint (Old) - Handling & Disposal

Oil based paint has a shelf life of 15 years; water based paint has a shelf life of 10 years if it has not been repeatedly frozen and thawed. Old paint is usable if it mixes when you stir it & no lumps appear when you brush it on a surface.

To safely dispose of non-aerosol, unusable paint/stain (oil or water-based) - mix kitty litter, commercial hardener (available at hardware stores), shredded newspaper, sand or other absorbent material with the old paint until it solidifies.

Seal the can tightly and place in your regular trash.

Aerosol, Spray Cans

- Hanover Transfer Station, Hanover 717-633-5523
- Neiderer Sanitation, New Oxford 717-624-7430
- Washington Township Transfer Station, Waynesboro 717-762-4413

Mineral Spirits:

- Hanover Transfer Station, Hanover 717-633-5523
- Neiderer Sanitation, New Oxford 717-624-7430

Small quantities of paint or varnish - must be solidified

- Hanover Transfer Station, Hanover 717-633-5523
- Washington Township Transfer Station, Waynesboro 717-762-4413

Lacquers, Thinner, Wood Sealer or Large quantities of paint:

- Neiderer Sanitation, New Oxford 717-624-7430
- York County Resource Recovery Center, York 717-843-2902, ext. 139

Paint (Old) - Handling & Disposal – con't

Paint and/or Solvents – liquid form

- Hanover Transfer Station, Hanover 717-633-5523
- Nat'l Council on Paint Disposition (www.paintrecycling.org). 732-309-2022
- Neiderer Sanitation, New Oxford 717-624-7430
- Veolia Environmental Services (www.veoliaes-ts.com)..... 888-262-4910
also: Commercial Customers Only, York 717-764-8677
- York County Resource Recovery Center, York..... 717-843-2902

Pallets / Skids (in good condition)

- Adams Rescue Mission, Gettysburg..... 717-334-7502

Paper (also check with your waste hauler for recycling options)

Newspaper (bundle or put in paper bags)

- Adams Rescue Mission, Gettysburg..... 717-334-7502
- Kreitz Recycling, Hanover..... 717-357-6494
- Neiderer Sanitation, New Oxford 717-624-7430
- Oxford Township Building, New Oxford 717-624-4544
- Sealed Air Corporation, Hanover..... 717-637-5905
- Staiman Recycling, Hanover..... 717-646-0951

FARMERS who use newspaper* for bedding are:

- Jeff King, York Springs..... 717-528-4826

* FARMERS LISTED ABOVE ACCEPT NEWSPAPER ONLY. The paper must be in brown paper bags (not plastic) or tightly bundled with string. High gloss inserts, magazines, plastics and mail are a problem and must not be included with the newspaper.

Glossy/Slick Paper

- Adams Rescue Mission, Gettysburg 717-334-7502
- Kreitz Recycling, Hanover..... 717-357-6494
- Neiderer Sanitation, New Oxford 717-624-7430
- Ronald McDonald House Charities of PA .. (www.ronaldshousehershey.org)
Drop-box @Len Dick Signs, 3000 York Rd, Gettysburg..... 717-533-4001

Office Paper (white, colored, cardstock – standard use paper only)

- Adams Rescue Mission, Gettysburg 717-334-7502
- Kreitz Recycling, Hanover..... 717-357-6494
- Neiderer Sanitation, New Oxford 717-624-7430

Brown Wrapping/Grocery Bag Paper

- Adams Rescue Mission, Gettysburg 717-334-7502
- Kreitz Recycling, Hanover..... 717-357-6494
- Neiderer Sanitation, New Oxford 717-624-7430
- Totally Stainless/Doc Hammett, Biglerville 717-677-8811

Pesticides / Insecticides / Arsenic of Lead

If material is for Household use only, securely seal in a heavy-duty plastic bag & place out with your garbage. Commercial/Industrial materials – please call one of these numbers:

Chris Bosnyak, PA Dept of Env Protection, Harrisburg 717-705-4927
Chem Sweep Information, James Cunningham 717-772-5210
Emergency Situation 877-333-1904

Pesticide Containers – plastic (cleaned, triple rinsed, no lids, labels removed)

Ag Com, Gettysburg 717-334-6224
Adams County Planning Office, Gettysburg (call first) 717-337-9827
Growmark F. S., East Berlin 717-259-9573
Helena Chemical, Arendtsville 717-677-4599
PA Dept of Agriculture, Harrisburg 717-705-5858

Plaster – (used)

Take to a transfer station or landfill.

Plastics – misc. types/numbers (check with your waste hauler for recycling options)

Adams Rescue Mission, Gettysburg (#1 & #2, with “neck” only) 717-334-7502
Caps Can Do, Ohio (www.capscando.org) (#5 only) 614-792-5207
Kreitz Recycling, Hanover 717-357-6494
Lowe’s, Hanover (flower pots, etc – call for details) 717-630-8700
Plastics Markets (www.plasticmarkets.org) 800-753-7485
Think Green (www.thinkgreenfromhome.com) 866-699-6466

Plastic Bags (grocery bags, bread bags (no crumbs), newspaper bags, etc.)

Accepted at most Dept/Grocery/Home Improvement/etc Stores
Plastic Bag Recycling www.plasticbagrecycling.org

Plastic Barrels

Abbey Drum/ICS-Maryland, Baltimore (www.abbeydrum.com) 800-284-0974

Plastic Caps/Lids/Soda Pack Rings

Caps Can Do, Ohio (www.capscando.org) (#5 only) 614-792-5207
Recycling Services, Pottstown (www.recyclingservices.org) 610-323-8545

Plastic Film/Ag Plastic/Plastic Wrap

Adams Rescue Mission, Gettysburg (limited types accepted) 717-334-7502
Ashcombe Farm & Greenhouses, Mechanicsburg (www.ashcombe.com) 717-766-7611
Concord Plastics Inc, West Hazleton or Altoona . 570-453-0803 or 814-941-2055
Coogle’s Recycling Inc, Hamburg 610-562-8336
Esbenshade’s Garden Centers, Lititz (customers only) (www.esbenshades.com) 717-626-7007
Kreitz Recycling, Hanover 717-357-6494
Lancaster Landfill, Narvon, PA (www.chestercountywa.org) 800-626-0067
Lowe’s Garden Centers, Hanover (locations with garden center) 717-630-8700
Nursery Supplies, Inc, Chambersburg (www.nurserysupplies.com) 717-261-4340
Sam Esh, Rebersburg 814-349-8646, ext 4
Ultra-Poly Corp, Berwick (www.ultra-poly.com) 800-932-0619
Zook’s Plastic Recovery, Leola (www.zookspastic.com) 717-656-4422

Plastic – Tyvek

Tyvek (envelopes, banners, wristbands, etc.) www.recycletyvek.wm.com

Polystyrene Foam (“hard” Styrofoam – packing forms, etc.)

Alliance of Foam Packaging (www.epspackaging.org) 410-451-8340
Dart Container Corp, Leola (drop-off 24 hours/day) 717-656-2236
Plastics Markets (www.plasticmarkets.org) 800-753-7485
Totally Stainless/Doc Hammett, Biglerville (flat sheets only) 717-677-8811

Projector Lamp

Re-Lamp It www.relampit.com

Propane Gas Cylinders (barbecue gas grills & torches)

Aero-Oil, 230 Lincolnway East, New Oxford 717-624-4311
CSR Inc, Gettysburg 717-334-3009 or 717-334-0080
Wal-Mart, (gas grills only) Gettysburg or Hanover. 717-334-2000/717-632-8444/717-630-8211
also: Chbg 717-264-2300, Carlisle 717-258-1250, Mech. 717-691-3150, York 717-764-1485

PVC Plastic

Bristolpipe, Leola 717-656-2526

Refrigerators (licensed Freon removal/check with your waste hauler for recycling options)

Darrah’s Recycling (no charge), York 717-845-9679
Hanover Transfer Station, Hanover 717-633-5523
Neiderer Sanitation (fee charged), New Oxford 717-624-7430
Stonesifer & Sons Sanitation Inc (fee charged), Littlestown 717-359-4627
Washington Township Transfer Station, Waynesboro 717-762-4413

Sealants (blacktop sealer, etc.)

Hanover Transfer Station, Hanover 717-633-5523
Washington Township Transfer Station, Waynesboro 717-762-4413
York County Resource Recovery Center, York 717-843-2902, ext. 139

Sewing Machines

Simply Stashing Fabric & Quilts/Tom Curtis, Littlestown 717-359-4121, ext 2

Shingles (Asphalt)

Crushcrete, Inc, Bethlehem, PA 610-865-1898 or 610-865-2106

Shredding Services (see ‘Document Shredding’)

Siding

S&K Fabricating (vinyl & aluminum), Loysville 717-789-3552
Sherman Valley Recycling, Loysville 717-789-3551 or 888-543-9160
Siberini Recycling, Bushkill 570-588-3155

Smoke Detectors (check with your municipal office first)

Normally contain only a small amount of radioactive material
Honeywell, Minnesota (email: cstrcare@honeywell.com) 800-328-5111

Stamps (cut stamp from envelope, recycle envelope as white paper)

Brethren Home, New Oxford 717-624-2161

Styrofoam (see listing under 'Packaging Materials or Polystyrene Foam')

Tapes (video, audio, etc.)

Green Disk (www.greendisk.com) 800-305-3475

Telephone Books

Adams Rescue Mission, Gettysburg 717-334-7502

Neiderer Sanitation, New Oxford 717-624-7430

Telephones

Radio Shack (www.radioshack.com/tradein) 800-843-7422

Televisions (also see additional information under Electronics)

Cumberland County Recycling Center, Carlisle (limited days/times). 717-240-6489

E-end USA, Frederick, MD 240-529-1010

If you reside in one of Adams County municipalities that is a participant in one of the Collective Groups Waste Contracts, check with your municipal office or waste hauler to inquire about Covered Device Recycling Events.

Thermostats/Thermometers

AERC (www.aerrecycling.com) 800-554-2372

Air Cycle Corporation (www.aircycle.com) 800-909-9709

APR Supply, Gettysburg/York(www.thermostat-recycle.org) 717-338-1202, 717-845-3511

Easy Pak (www.easypak.com) 888-640-6700

EWC Controls Inc. (www.ewcontrols.com) 800-446-3110

Meier Supply, Hanover 717-630-8833

R.E. Michel Co, Carlisle or York 717-240-0008, 717-792-5500

R.F. Fager Co, Hanover 717-632-0560

Shipley Energy, Gettysburg or Hanover 717-771-1927

Thermostat Recycling Corp (www.thermostat-recycle.org) 800-238-8192

Veolia Environmental Services (www.veoliaes-ts.com) 888-262-4910

Commercial Customers Only, York 717-764-8677

Tires

Check with your municipality – waste contract may include disposal of one large item/tire per week.)

Check with your local garage/repair shop

Check listing in back of this book "Tire Disposal / Recycling"

Toner (see listing under 'Ink Cartridges/Toner')

Water Coolers (licensed Freon removal) *Fee Charged by all recyclers

Hanover Transfer Station, Hanover 717-633-5523

Neiderer Sanitation, New Oxford 717-624-7430

Stonesifer & Sons Sanitation Inc, Littlestown 717-359-4627

Washington Township Transfer Station, Waynesboro 717-762-4413

Water Filter Cartridges

Call the manufacturer – may have recycling programs

Wood

Old Beams

Barn Saver – John High, Narvon, PA (www.barnsaver.com) 717-445-8246

Baummer Sawmill, Hanover (www.baummersawmill.com) 717-637-6879

John Longanecker, Gettysburg 717-677-9698

Pallets

Adams Rescue Mission 717-334-7502

H & H Excavating, Spring Grove 717-225-4669

Pallet Outlet, Biglerville 717-677-9535

Treated Lumber

Hanover Transfer Station, Hanover 717-633-5523

Neiderer Sanitation, New Oxford 717-624-7430

Washington Township Transfer Station, Waynesboro 717-762-4413

Tree or Stump Grinding/Removal

American Tree & Stump Removal, Hanover 717-632-1446

American Tree & Stump Removal, New Oxford 717-624-8862

H & H Excavating, Spring Grove 717-225-4669

Wyatt Excavating, New Oxford 717-624-4212

Wood Grinding/ Pallet Grinding/Stumps/Mulching/Removal

Dave Woodward, Gettysburg 717-752-0819

Wyatt Excavating, New Oxford 717-624-4212

Yard Waste (check with your municipality office for possible use)

Grass Clippings

Carroll Valley Borough, Fairfield (residents only) 717-642-8269

Gettex LLC, New Oxford 717-321-3155

Nolt's Mulch, Gettysburg 717-334-0849

Washington Township Transfer Station, Waynesboro 717-762-4413

Yellow Hill Farm, Biglerville 717-677-8188

Leaves

Carroll Valley Borough, Fairfield (residents only) 717-642-8269

Gettex LLC, New Oxford 717-321-3155

H & H Excavating, Spring Grove 717-225-4669

Nolt's Mulch, Gettysburg 717-334-0849

Washington Township Transfer Station, Waynesboro 717-762-4413

Yellow Hill Farm, Biglerville 717-677-8188

Brush

Gettex LLC, New Oxford 717-321-3155

H & H Excavating, Spring Grove 717-225-4669

Neiderer Sanitation, New Oxford (chipped, fee charged) 717-624-7430

Nolt's Mulch, Gettysburg 717-334-0849

Stonesifer Sanitation, Littlestown 717-359-4627

Washington Township Transfer Station, Waynesboro 717-762-4413

Wyatt Excavating, New Oxford 717-624-4212

Additional Information

TIRE DISPOSAL / RECYCLING

(check with your municipality – waste contracts may include disposal of one large item/tire per week.)

NOTE: Stockpiling tires for any reason is not permitted and may be considered as illegal disposal.

Hanover Transfer Station, Hanover 717-633-5523
 * can only accept small amounts
 * fee applied per pound

Mahantango Enterprises, Liverpool 717-444-3788
 * fee applied per ton
 * additional charge per tire if over 4 ft. in diameter
 * trailers provided if needed, at an additional charge

Neiderer Sanitation/Neiderer Sanitation Transfer Station, New Oxford 717-624-7430
 * fee applied per weight
 * passenger tires only
 * must be off-rim
 * limit of 8 per load

Tom Knox Auto Services, Gettysburg 717-334-2297
 * fee applied per tire

Washington Township Transfer Station, Waynesboro 717-762-4413
 * fee applied per size and rimmed/un-rimmed

Wishard's Tire Recyclers, Hagerstown, MD 301-797-9714
 * for larger amounts of tires, must be counted & not in dirt
 * they will pick up, no drop off
 * can be on rim at no extra charge
 * fee applied per tire, additional charge for tires over 16"

York County Resource Recovery Center, York 717-845-1066
 * can accept 100 tires per month
 * must be off rim and smaller than a pick-up bed
 * extra-large tires must be cut into manageable pieces
 * fee applied per ton, pro-rated for smaller amounts
 * call for an appointment

Additional Items Can Be Recycled At:
 Community Aid Thrift Store, Hanover 717-412-7706
 Community Recycling (www.communityrecycling.biz) 800-336-0141
 Freecycle www.freecycle.org
 Local Community Centers (call your municipality for listings)
 Recycling Services (www.recyclingservices.org), Pottstown 610-323-8545
 Repurposed Materials, Inc. Wilmington, DE www.repurposedmaterialsinc.com
 Terracycle www.terracycle.com
Zero-Waste boxes by Terracycle can be found at Staples stores
 Throw Place www.throwplace.com
 Unique Recyclables www.files.dep.state.pa.us/waste/recycling/recyclingportalfiles/documents/uniquecyclables
 Yahoo.Com http://groups.yahoo.com/group/acys/
Local Yard Sale/Free Item services offered to members (free email acct.)

Businesses/Institutions (also see *Building/Construction Materials*)
 Dirty Dog Hauling (www.dirtydoghauling.com) 717-232-4009
 Institution Recycling Network (www.ir-network.com), NH 866-229-1962
 Reuse Marketplace www.reusemarketplace.org

Cars – Benefit Charity of Choice- Check with your favorite charity to see if they participate, or call one of these for details:

Adams Rescue Mission 717-334-7502
 Adams County Arts Council 717-334-5006
 Adams County Children's Advocacy Center 717-337-9888
 Adams County Office for Aging, Inc 717-334-9296
 Adams County SPCA 717-334-8876
 American Lung Association of PA 1-800-577-5864
 Breast Cancer Car Donations (www.cardonations4cancer.org) ... 866-540-5069
 Lutheran Camping Corp 717-677-8211 or 717-528-8486
 National Kidney Foundation 1-800-488-2277
 Shining Stars Therapeutic Riding Ministry 717-624-3411
 Survivors, Inc 717-334-0589 or 717-528-8486
 Veteran Car Donations (www.veterancardonations.org) 877-594-5822

Composting Information

Compost Mania (www.compostmania.com) 214-509-6000
 Penn State Coop Extension in Adams County.. 717-334-6271 or 888-472-0261

Firewood Quarantine Information

Sven-Erik Spichiger (email: sspichiger@pa.gov) 717-772-5229

Locations of Adams County Library Sites

Biglerville 717-677-6257
 East Berlin 717-259-9000
 Fairfield 717-642-6009
 Gettysburg 717-334-5716
 Littlestown 717-359-0446
 New Oxford 717-624-2182
 Bookmobile (travels around County to various locations)
 For Bookmobile information 717-624-2182

Additional Information – con't

Useable Items Can Be Donated To:

Adams Rescue Mission, Gettysburg..... 717-334-7502
H.A.R.T. Center, New Oxford..... 717-624-4323
Hospital Thrift Shop, Gettysburg..... 717-334-5264
United Way, Gettysburg..... 717-334-5809

LANDFILL / DISPOSAL SITES

(disposal of waste materials, large items, junk & construction debris)

Cumberland County Landfill
Newburg..... 717-423-5383
Hanover Transfer Station
Hanover..... 717-633-5523
IESI Blue Ridge Summit Landfill
Scotland..... 877-709-1700 or 717-709-1700
Mountain View Landfill
Greencastle..... 717-597-5666
Modern Landfill
York..... 717-246-2686
Neiderer Sanitation / Neiderer Sanitation Transfer Station
New Oxford..... 717-624-7430
Washington Township Transfer Station
Waynesboro..... 717-762-4413
York County Resource Recovery Center (formerly York Incinerator)
York..... 717-843-2902

CONTAINER SERVICES

Advanced Disposal Systems
Shippensburg..... 800-223-3888 or 717-423-5383
Fout Enterprises, Inc.
Frederick, MD..... 877-713-7855 or 301-668-5525
Neiderer Sanitation / Neiderer Sanitation Transfer Station
New Oxford..... 717-624-7430
Park's Garbage Service
Mt. Union..... 800-486-4490
Peck's Refuse Disposal
McConnellsburg..... 717-485-4123
Penn Waste
York..... 717-767-4456
Progressive Waste Solutions (IESI)
Scotland..... 877-709-1700 or 717-709-1700
Roll Off Unlimited
Littlestown..... 717-359-4483
Stonesifer & Sons Sanitation
Littlestown..... 717-359-4627
Tiger Trash
York..... 717-699-1111
Waste Management, Inc.
Greencastle..... 800-433-7317 or 717-597-5961
York Waste Disposal
York..... 800-210-9675 or 717-845-1557

GARBAGE SERVICE/RECYCLING

Advanced Disposal Systems
Shippensburg..... 800-223-3888 or 717-423-5383
Chambersburg Waste Paper (paper recycling)
Chambersburg..... 717-264-4890
Neiderer Sanitation / Neiderer Sanitation Transfer Station
New Oxford..... 717-624-7430
Park's Garbage Service
Mt. Union..... 800-486-4490
Penn Waste, Inc.
York..... 717-767-4456
Progressive Waste Solutions (IESI)
Scotland..... 877-709-1700 or 717-709-1700
Stonesifer Sanitation Service
Littlestown..... 717-359-4627
Washington Township Transfer Station
Waynesboro..... 717-762-4413
Waste Management
Greencastle..... 800-433-7317 or 717-597-5961
York Waste Disposal
York..... 800-210-9675 or 717-845-1557

So why can't all plastics be recycled together?

There are many types of plastics, like the many types of metals and papers. And, like metals and papers, the different types of plastics need to be kept separated in order to be recycled properly.

Different types of plastics serve different purposes; such as...

PET (#1) – used for soda bottles because it keeps the “fizz” in your carbonated drink.

HDPE (#2) – used for milk & detergent bottles because it can be molded into a shape with a handle, making it easier for dispensing.

The code number on plastic items refers to the general type of resin contained in that item – and differences can be found within some items using the same general resin. For the various plastics to retain their special properties when being recycled into new products, they must be kept separate from each other. Caps & lids should be removed from all bottles as they are made from another type of resin and need to be processed separate from the bottles.

Example: two different items are labeled #2 HDPE; however, their properties may not be the same and require different handling. Bottles that are “blow-molded” containers are different from margarine tubs that are “injection-molded” containers. One melts at a very high temp, the other melts at a very low temp. If they are mixed in the recycling process, the resulting container would be contaminated and not usable in the packaging industry.

In Adams County, only #1 and #2 bottles (a container with a neck that is smaller than the bottom) are recyclable through most programs. Check with your recycling hauler to determine if additional plastics are accepted. You can also check the listings in this brochure under Plastic for additional options.

To obtain additional/updated hard-copies of this brochure please call the Adams County Planning Office at (717) 337-9827.

This brochure is also available on the County website at: www.adamscounty.us

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Bureau of Waste Management

DOCUMENT NUMBER: 254-5403-100

TITLE: Guidelines for Yard Waste Composting Facilities

EFFECTIVE DATE: September 1, 1997
Minor changes made January 6, 2009

AUTHORITY: Solid Waste Management Act (35 P.S. §§ 6018.101 et seq.) and regulations at 25 Pa. Code Chapters 271, 281, and 285 (the “municipal waste regulations”).

POLICY: It is the Department’s policy to provide a person, municipality, or county with the information necessary to operate a yard waste compost facility.

PURPOSE: The purpose of this document is to provide instructions and operating procedures for the operation of a yard waste composting facility operating under permit-by-rule.

APPLICABILITY: This guidance applies to all persons, municipalities, and counties who own or operate a yard waste composting facility operating under 25 Pa. Code Section 271.103(h) Permit-By-Rule.

DISCLAIMER: The policies and procedures outlined in this guidance are intended to supplement existing requirements. Nothing in the policies or procedures shall affect regulatory requirements.

The policies and procedures herein are not an adjudication or a regulation. There is no intent on the part of DEP to give the rules in these policies that weight or deference. This document establishes the framework within which DEP will exercise its administrative discretion in the future. DEP reserves the discretion to deviate from this policy statement if circumstances warrant.

PAGE LENGTH: 19 pages

LOCATION: Volume 6 Tab 27

DEFINITIONS: The definitions listed below are found in 25 Pa. Code Section 271.1.

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

“Yard Waste Composting Facility”: A facility that is used to compost leaf waste, or leaf waste and grass clippings, garden residue, tree trimmings, chipped shrubbery, and other vegetative material. The term includes land affected during the lifetime of the operation, including, but

not limited to, areas where composting actually occurs, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated on-site or contiguous collection and transportation activities, and other activities in which the natural surface has been disturbed as a result of or incidental to operation of the facility.

Table of Contents

	<u>Page</u>
Introduction.....	1
Technical Guidance for The Operation of a Yard Waste Composting Facility Under Permit-By-Rule	3
Yard Waste Composting Facility Application Form	8
Land Application of Yard Waste	12
Land Application of Yard Waste Application Form	15

INTRODUCTION

Composting has been demonstrated to be an effective waste management technique that can produce a useful end-product while diverting a portion of the wastestream from disposal. It has been estimated that yard wastes--including leaves, trimmings, grass, and related yard debris--can comprise up to 18 percent of the municipal waste stream, with a greater percentage realized in some municipalities on a seasonal basis.

Certain yard waste composting facilities are eligible for permit-by-rule under Section 271.103(h) of the municipal waste regulations if they comply with these guidelines. Section 271.103(h) provides that a person, municipality, or county that operates a yard waste composting facility that is less than 5 acres, other than an individual backyard composting facility, shall be deemed to have a municipal waste processing permit-by-rule if the person, municipality, or county meets the requirements of Subsections 271.103(a)-(c)(relating to storage, PPC plan, daily records, financial assurances, and inappropriate activity), and the facility is operated in accordance with these guidelines on yard waste composting.

These guidelines have been established to promote yard waste composting and reuse in the Commonwealth while providing protection to human health and the environment. Health or environmental problems, resulting from the improper operation of a yard waste composting facility operated under Section 271.103(h), will be treated in the same manner as health or environmental problems at other solid waste management facilities.

More than 450 municipalities and counties in the Commonwealth are conducting yard waste collection and composting programs. In an effort to increase awareness of the benefits of composting and to promote the proper environmental and technical practices involved, the Department has designated several of these facilities as yard waste composting demonstration sites. Many of the other sites also present backyard composting demonstrations for homeowners. The Department has developed a reference manual, brochures, and educational videos to provide further information. To learn more about these and other related resources, contact your DEP regional office or the Web site at www.depweb.state.pa.us.

Yard waste composting operations must comply with these guidelines to comply with Section 271.103(h) of the municipal waste regulations. Please contact your DEP regional office for further information.

DEP REGIONAL OFFICES

REGION 1:	DEP SOUTHEAST REGION 2 East Main Street Norristown, PA 19401 Telephone: 484-250-5960	Counties Served: Bucks, Chester, Delaware, Montgomery and Philadelphia
REGION 2:	DEP NORTHEAST REGION 2 Public Square Wilkes-Barre, PA 18711-0790 Telephone: 717-826-2516	Counties Served: Carbon, Lackawanna, Lehigh, Luzerne, Monroe, Northampton, Pike, Schuylkill, Susquehanna, Wayne and Wyoming
REGION 3:	DEP SOUTHCENTRAL REGION 909 Elmerton Avenue Harrisburg, PA 17110-8200 Telephone: 717-705-4706	Counties Served: Adams, Bedford, Berks, Blair, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Juniata, Lancaster, Lebanon, Mifflin, Perry and York
REGION 4:	DEP NORTHCENTRAL REGION 208 West 3rd Street, Suite 101 Williamsport, PA 17701 Telephone: 717-327-3653	Counties Served: Bradford, Cameron, Center, Clearfield, Clinton, Columbia, Lycoming, Montour, Northumberland, Potter, Snyder, Sullivan, Tioga and Union
REGION 5:	DEP SOUTHWEST REGION 400 Waterfront Drive Pittsburgh, PA 15222-4745 Telephone: 412-442-4000	Counties Served: Allegheny, Armstrong, Beaver, Cambria, Fayette, Greene, Indiana, Somerset, Washington and Westmoreland
REGION 6:	DEP NORTHWEST REGION 230 Chestnut Street Meadville, PA 16335-3481 Telephone: 814-332-6848	Counties Served: Butler, Clarion, Crawford, Elk, Erie, Forest, Jefferson, Lawrence, McKean, Mercer, Venango and Warren

TECHNICAL GUIDANCE FOR THE OPERATION OF A YARD WASTE COMPOSTING FACILITY UNDER PERMIT-BY-RULE

A person, municipality, or county that operates a yard waste composting facility under permit-by-rule shall comply with these guidelines, as required by 25 Pa. Code Section 271.103(h).

General Requirements

The following operational information must be submitted to the Department on the attached Yard Waste Composting Facility Application Form:

- a. The name, address, and telephone number of the operator of the facility.
- b. The sponsoring municipality or county (where applicable).
- c. The location of the facility, including identification of the site by outlying perimeter site boundaries on a United States Geological Survey 7.5 minute topographic map.
- d. Proof that the operator has the legal right to enter the land and perform the approved activities.
- e. A general site plan drawn to scale for the facility indicating the following:
 - i. The location of access roads and gates in relation to public and private roads, wells, and property lines.
 - ii. The location of the tipping area.
 - iii. The location of the processing area, including compost piles and windrows.
 - iv. The location of storage and curing areas.
 - v. Surface water controls.
- f. The operational narrative describing:
 - i. The yard waste collection methods that will be employed by the facility.
 - ii. The methods that will be utilized at the facility to construct compost piles.
 - iii. The proposed dimensions of compost piles and windrows at the facility.
 - iv. The source of supplemental water that will be used to maintain an optimal 50 percent moisture content of compost piles or windrows at the facility.
 - v. The proposed method of turning windrows, the turning frequency for composting at the facility and the method for determining that frequency.

- vi. The proposed duration of the composting process, including curing time, storage time, and the proposed term of compost distribution.
 - vii. A plan for the marketing and distribution of the finished compost.
 - viii. A residue disposal plan, including the location of disposal sites.
 - ix. Provisions for emergency response.
 - x. A public information and education program.
- g. The projected volume of material that will be processed by the facility during the calendar year.

Siting Restrictions

Yard waste composting operations, including storage, composting, and curing, shall not occur in the following areas or the following distances, unless the operator takes special precautions and receives written authorization from the Department:

- a. In a 100-year flood plain.
- b. In or within 300 feet of an exceptional value wetland.
- c. In or within 100 feet of a wetland other than an exceptional value wetland.
- d. Within 100 feet of a sinkhole or area draining into a sinkhole.
- e. Within 300 feet measured horizontally from an occupied dwelling unless the owner has provided a written waiver consenting to the facility being closer than 300 feet.
- f. Within 50 feet of a property line, unless the operator demonstrates that only curing of compost is occurring within that distance.
- g. Within 300 feet of a water source.
- h. Within 3.3 feet of a regional groundwater water table.
- i. Within 100 feet of a perennial stream.

Access Control

- 1. A gate or other barrier shall be maintained at all potential vehicular access points to block unauthorized access to the site.
- 2. Access to the site shall be limited to those times when an attendant is on duty.

Operational Requirements

1. No person, municipality, or county shall bring to or receive any material at a yard waste composting facility other than shrubbery and tree trimmings that have been shredded or chipped, unless shredding or chipping is provided at the facility, leaves, grass, and similar related yard debris.
2. The Department may prohibit the use of grass clippings at a yard waste composting facility if the grass clippings cause or contribute to nuisances, or if the site is adversely affecting, or has potential to adversely affect, the citizens or environment of the Commonwealth. Grass clippings shall not be brought to or received at a yard waste composting facility unless:
 - a. Grass clippings delivered to the yard waste composting facility in bulk, bags or other collection containers are emptied of all grass clippings within 24 hours of delivery to the facility.
 - b. Grass clippings are incorporated into the windrows of partially composted leaves or other yard waste within twenty-four (24) hours of delivery to the facility.
 - c. Grass clippings are incorporated into the partially composted windrows of partially composted leaves or other yard waste at a ratio not to exceed one part grass clippings to three parts yard waste, by volume.
3. No more than 3,000 cubic yards of yard waste shall be placed, stored, or processed on any acre of a facility where composting activity occurs or is planned to occur.
4. A person, municipality, or county operating a yard waste composting facility shall, for the duration of yard waste composting activities, identify the operation by posting and maintaining signs that are clearly visible at the junction of each access road and public road. The signs shall be easily seen and read. They should be constructed of a durable, weather-resistant material. The sign wording shall include the name, address, and telephone number of the person(s), municipality(ies), or county(ies) operating the facility, the operating hours, and the materials that can be received by the facility.
5. Each yard waste composting facility shall be operated in a manner which results in the active biological decomposition of the vegetative material received.
6. Yard waste compost piles or windrows shall be constructed and maintained as follows:
 - a. The compost area shall be constructed in a well drained area with a workable surface and slope of 2-4 percent to prevent ponding and control surface water.
 - b. The size of the compost piles or windrows should not exceed eight feet in height or sixteen feet in width unless the composting technology can adequately manage the compost piles, and is approved by the Department.
 - c. Compost piles or windrows shall be constructed within one week following receipt of compostable material at the facility.

- d. During the active composting process, the optimal moisture content of the windrows or compost piles shall range from 40 to 60 percent to promote decomposition.
 - e. All surface water shall be diverted away from tipping, processing, composting, curing and storage areas. Surface water controls shall be based on a 24-hour precipitation event to be expected once every 25 years. Proper drainage must be maintained to prevent ponding and excessive moisture.
 - f. To promote decomposition, compost piles and windrows shall be turned and reconstructed at least once every three (3) months. A higher turning frequency may be required, depending on the composting technology unless the composting technology requires more intensive management.
7. The operator shall maintain sufficient distance between windrows or piles to allow the proper use of equipment during the deposit, removal, and turning of the compost.
 8. The operator shall establish an adequate frequency for inspecting the facility to detect hot spots in any composting, curing or storage areas, dust or litter accumulation, surface water accumulation, erosion or sedimentation, vectors, odors, and other problems. The operator shall take prompt, necessary corrective actions.
 9. The operator shall not allow compostable materials or residues to be blown or otherwise deposited offsite.

Residue Disposal

1. The operator shall not allow non-compostable residues or solid waste other than yard waste to accumulate at the facility, and shall provide for proper disposal or processing.
2. Yard waste and other municipal waste received at the facility that are not suitable for composting shall be removed weekly and disposed or processed at a permitted municipal waste facility.

Nuisance Control

1. The operator shall not cause or allow the attraction, harborage, or breeding of vectors.
2. The operator shall not cause or allow conditions that are harmful to the environment or public health, or which create safety hazards, odors, noise, or other public nuisances.

Emergency Response

1. Adequate space shall be maintained to allow the unobstructed movement of emergency personnel and equipment.
2. The operator of each yard waste composting facility shall immediately contact local police or fire departments or other appropriate state or local emergency response agencies in the event of fire, spill, or other hazards that threaten public health, safety, and welfare, or the environment, and whenever necessary in the event of personal injury.

Air Resources Protection

1. The operator shall implement fugitive dust control measures.
2. No person, municipality, or county shall cause or allow open burning at the facility.

Water Quality Protection

1. The operator shall manage surface water and control erosion and sedimentation in accordance with the requirements of 25 Pa. Code Chapter 102, Erosion Control.
2. The operator shall not cause or allow a point or non-point source pollution discharge from or on the facility to any surface waters of the Commonwealth.



YARD WASTE COMPOSTING FACILITY APPLICATION FORM

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

1. Operator (Name and Mailing Address) _____ Telephone Number _____

2. Name of Facility _____ Contact Telephone Number _____
 Contact Person _____
 Property Owner's Name _____
 Address of Facility _____

(include Access Road Name and Legislative Route Number)

State _____ Zip _____
 City-Borough-Township _____
 County _____
 Sponsoring Municipality (where applicable) _____

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

Provide proof the operator has the legal right to enter the land and perform the approved activities.

3. The proposed composting method _____
 Total Acres of the composting facility _____

The maximum quantity of yard waste and composted materials to be on the site at any one time:

Yard waste in cubic yards _____
 Finished compost in cubic yards _____

4. Prepare and include in this application a general site plan* for the facility which illustrates the location of the following items:

- Access roads in relation to the nearest public road and private roads, wells, and property lines
- Tipping area
- Gate location
- Surface water controls, erosion and sedimentation controls
- Processing area including location, orientation, and size of compost piles or windrows
- Curing or storage areas
- North arrow scale of drawing

**Please note that a hand drawn sketch that includes site dimensions is acceptable. An engineer's drawing is not required.*

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

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

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

- Describe the method for inspecting incoming yard waste and for removing unacceptable material.

- Describe the windrow construction methods including equipment to be used.

- Describe the windrow size: Initial dimensions will be _____ wide x _____ high x _____ long.

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

- Indicate the frequency of windrow turning. _____
Indicate the temperature range to be maintained. _____
Indicate the method of windrow turning. _____

- Describe method for determining turning frequency.

- Describe the approximate duration of the composting cycle (in days). _____
Describe the composting process. _____
Describe the curing period for compost. _____
Indicate the time required for storage and distribution. _____
Indicate the total time required for the composting operation. _____

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

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

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

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

LAND APPLICATION OF YARD WASTE

A municipality or county that collects yard waste and delivers it to any person to land apply as part of a normal farming operation, shall comply with the following guidelines in order to comply with the permit-by-rule requirements of 25 Pa. Code Section 271.103(h).

General Requirements

1. A municipality or county must notify the Department with the following information:
 - a. Sponsoring municipality or county.
 - b. Responsible official/contact person, including name, address, and telephone number.
 - c. Location, including identification of the site on a U.S.G.S. 7.5' topographic map.
 - d. Operational plan:
 - i. A general site plan must be included which contains the following information for land application sites:
 - A. Access road
 - B. Tipping area
 - C. Surface water controls (tipping area only)
 - D. Farm soil conservation plan and nutrient management plan.
 - ii. The operational narrative must include a description of each of the following:
 - A. Operational hours for receiving yard waste
 - B. Land application and incorporation frequency
 - C. Plan for removal of yard waste from bags
 - D. Spreading and incorporation methods and frequency
 - E. Source of leaves and grass clippings.
 - iii. Volume of yard waste processed during the previous year or expected to be processed during the first year of operation.

Operational Requirements

1. All surface water shall be diverted away from the tipping or storage area. Proper drainage must be maintained to prevent ponding.

2. Yard waste should be delivered to the farm in bulk. Where bags or other containers are used for collection, the bags or containers must be emptied of all yard waste delivered to the farm by the end of each day.
3. The Department may prohibit the use of grass clippings at the farm if the grass clippings cause or contribute to nuisances, or if the site has the potential to adversely affect the citizens or environment of the Commonwealth. Grass clippings shall not be brought to or received at a farm unless:
 - a. The grass clippings are delivered to the farm in bulk. Where bags or other containers are used for collection, the bags and containers must be emptied of the grass clippings delivered to the farm by the end of each day.
 - b. The grass clippings are to be spread in layers not to exceed six (6) inches in depth within one (1) week of delivery to the site.
 - c. Grass clippings mixed with manure and stored in an acceptable manure storage facility may be stored for up to 120 days, provided the storage of the material does not create a nuisance or environmental impact.
4. The operator shall not allow compostable materials or residues to be blown or otherwise deposited offsite.
5. No yard waste may be disposed of in waters of the Commonwealth.

Residue Disposal

1. The operator shall not allow non-compostable residues or solid waste other than yard waste to accumulate at the farm, and shall provide for proper disposal or processing.
2. Yard waste and other municipal waste that is received at the farm, that is not suitable for land application, shall be removed weekly and disposed or processed at a permitted municipal waste facility.

Nuisance Control

1. The operator shall not cause or allow the attraction, harborage, or breeding of vectors.
2. The operator shall not cause or allow conditions that are harmful to the environment or public health, or that create safety hazards, odors, noise, and other public nuisances.

Air Resources Protection

1. The operator shall implement fugitive dust control measures when necessary.
2. No person, municipality, or county shall cause or allow open burning at the facility.

Water Quality Protection

1. The operator shall manage surface water and control erosion and sedimentation in accordance with the requirements of 25 Pa. Code Chapter 102, Erosion Control.
2. The operator shall not cause or allow a point or non-point source pollution discharge from or on the facility to any surface waters of the Commonwealth.



LAND APPLICATION OF YARD WASTE APPLICATION FORM

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

1. Sponsoring Municipality or County (Name and Mailing Address) _____ Telephone Number _____

2. Name of Farm _____ Contact Telephone Number _____
 Contact Person at Farm _____
 Property Owner's Name _____
 Address of Facility _____

(include Access Road Name and Legislative Route Number)
 _____ Zip _____
 City-Borough-Township _____
 County _____

Attach a U.S.G.S. 7.5" map identifying the farm and the yard waste site boundaries.

3. Total acres for farm land application area: _____

4. Volume of yard waste to be received annually in cubic yards: _____

5. Prepare and include in this application a general site plan* for the facility which illustrates the location of the following items:

- Access roads in relation to the nearest public road
- Tipping area
- Surface water controls (tipping area only)
- Fields proposed for land application.

* Please note that a hand drawn sketch that includes site dimensions is acceptable. An engineer's drawing is not required.

6. Please address the following items:

- A complete list of source(s) of yard waste to be received.

- Describe the method for inspecting incoming yard waste.

- Describe the plan for rejecting or disposing of unacceptable materials and residuals.

- Provide the name and location of the disposal or processing site for unacceptable materials and residuals.

- Attach the farm soil conservation plan and nutrient management plan.
- Describe the volume of yard waste processed during the previous year or expected to be processed during the first year of operation.

- Please provide an operational narrative which includes a description of each of the following:

- Operational hours for receiving yard waste
- Land application and incorporation frequency
- Plan for removal of yard waste from bags
- Spreading and incorporation methods and frequency
- Source of leaves and grass clippings.

Total Tons Recycled by Material (Residential & Commercial Combined)

2017

Material	Tons
Single Stream	
[SS1] SINGLE STREAM = All recyclables, including fiber, collected together	3600.2
Single Stream Total	3600.2
Commingled	
[XXX] COMMINGLED = 2 or more recyclables collected together, fiber separate	3.59
Commingled Total	3.59
Glass	
[GL1] Clear Glass = bottles and jars	
[GL2] Mixed Glass = bottles and jars	0.1
[GL4] Brown Glass = bottles and jars	
Glass Total	0.1
Paper	
[C01] Cardboard = corrugated	8909.46
[C02] Brown bags & sacks	
[C03] Gabled / Aseptic Cartons = milk, juice, etc	2.97
[PA1] Magazines & Catalogs	92.39
[PA2] Newsprint / Newspaper	173.61
[PA3] Mixed / Other Paper Grades = junk mail, paper board, computer paper, chipboard	775.92
[PA4] Office Paper = all high grades	717.94
[PA6] Phone Books	
Paper Total	10672.29
Plastics	
[PL1] #1 Plastic (PET) = Polyethylene Terephthalate	259.14
[PL2] #2 Plastic (HDPE) = High Density Polyethylene	94.52
[PL3] #3 Plastic (PVC) = Unplasticised & Plasticised Polyvinyl Chloride	
[PL4] #4 Plastic (LDPE) = Low Density Polyethylene	22.58
[PL5] #5 Plastic (PP) = Polypropylene	
[PL6] #6 Plastic (PS) = Polystyrene & Expanded Polystyrene	
[PL7] Mixed / Other Plastic	77.39
[PL8] Film Plastic	145.04
[DR1] Drum Plastic (HMW HDPE)	
[DR4] Drum Plastic (Mixed Bulky Rigid)	
Plastics Total	598.67
Metals	
[AA1] Aluminum Cans	130.22
[F02] Steel & Bimetallic (Tin) Cans	52.64
[MX2] Mixed Cans	1.92
[AA2] Aluminum Scrap	4545.89
[F01] Ferrous metal	12542.28
[N01] Non-ferrous metal	47
[N02] Copper	254.17
[N03] Brass	44.18
[N04] Lead	2.19
[N05] Stainless Steel	94.37
[N10] Nickel	
[W01] Wire/Cable	1.48
[MM1] Mixed Metals = includes Drum Steel	1370.79
[F03] White Goods	11.09
Metals Total	19098.22

Total Tons Recycled by Material (Residential & Commercial Combined)

2017

Material	Tons
Household Hazardous Waste	
[O02] Antifreeze	
[B01] Batteries: Lead-Acid	
[CR1] E-Waste = includes televisions	18.38
[FL1] Fluorescent Tubes & CFLs	0.02
[OL2] Used Oil	
[HHW] Other (paints, varnishes, pesticides, etc.)	543.74
Household Hazardous Waste Total	562.14
Commercial Hazardous Waste	
[O02] Antifreeze	28.73
[B01] Batteries: Lead-Acid	377.04
[B02] Batteries: Other Household	1.13
[CR1] E-Waste = includes televisions	17.73
[FL1] Fluorescent Tubes & CFLs	3.09
[OL2] Used Oil	167.34
[OL3] Oil Filters	10.83
[CHW] Other (paints, varnishes, pesticides, etc.)	15.06
Commercial Hazardous Waste Total	620.95
Other	
[ASP] Asphalt	30
[M01] Rubber Tires	77.12
[M02] Construction & Demolition	5014.06
[M03] Clothing/Textiles	146.59
[MIS] Miscellaneous/Other Consumer Items	46.19
Other Total	5313.96
Organics	
[SSF] Source Separated Foods	587
[WW1] Wood Waste	3698.28
[Y01] Yard & Leaf Waste	1105.17
Organics Total	5390.45
Grand Total	45860.57

Waste Services Information

NOTES:

Large Commercial and Large Rental entities are excluded from these contracts, unless they can comply with the "# of Containers" limits; and may be serviced by other haulers licensed/approved by the County. Contact Municipalities directly for additional information. A listing of Municipalities, and contact information for each of them, can be found on the Adams County website: www.adamscounty.us
 In contracted Municipalities where participation is voluntary, if residents desire waste services they must use the contracted hauler for that municipality.
 Residents outside of mandated communities can use disposal facilities listed in our Recycling Brochure.
 Stonesifer & Sons, Neiderer Sanitation and Waste Management service numerous municipalities not under contracts.

***NOTE: Non-contracted municipal information (grayed-out areas) listed below may not be current; please contact individual haulers for current information.

WASTE HAULER PHONE NUMBERS -

Advanced Disposal Services: 800-338-8971 Penn Waste: 717-767-4456
 Waste Connections (formerly IES): 877-709-1700 Republic Services: 717-845-1557
 Neiderer Sanitation: 717-624-7430 Stonesifer Sanitation: 717-359-4627
 Park's Garbage Service: 800-486-4490 Waste Management: 800-433-7317

Township / Borough / Community	Services Include: RS - Residential SC - Sm Commercial RN - Rental	Waste Hauler	Participation: V - Voluntary/Contract M - Mandatory/Contract NC - No Contract	Implement Date	Expiration Date	Basic Cost per Year (Residential)	Containers		Covered Devices Quarterly Event TV's, etc	Lg Item*	Tag-a-Bag Minimum of 12 bags/year (if contracted)	Recycling ** Cost per Year	Comments
							#/Wk Limit	Size Limit					
Abbotstown	RS, SC, RN	Waste Connections	V	1/1/18	3/31/21	\$188.16	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$45.00	bi-weekly included	Add'l bags can be purchased at \$3.75/bag.
Arendtsville	RS, SC, RN	Waste Connections	V	1/1/18	3/31/21	\$179.76	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$45.00	bi-weekly included	Add'l bags can be purchased at \$3.75/bag.
Bendersville	RS, SC, RN	Waste Connections	V	1/1/18	3/31/21	\$179.76	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$45.00	bi-weekly included	Add'l bags can be purchased at \$3.75/bag.
Berwick	--	Waste Management	NC	--	--	\$321.00 \$345.00	6 bags Toter & 3 bags	each - 75 lbs or 32 gal max		must request	n/a	bi-weekly included	\$50.00 one-time activation fee. Fuel Surcharge may be applied. Senior discount available.
"	RS, SC, RN	Neiderer Sanitation	NC	--	--	\$240.00 \$312.00	3 5	each - 55 lbs or 33 gal max		1 item/wk, no appl	--	--	Large Item - pickup or drop off at site. Christmas Trees/Brush - bundle/bag/box - pickup or prefer drop off at site for recycling. Sm Bulk Item = 1 bag. Tote - \$6/qtr
Biglerville	RS, SC, RN	Waste Connections	V	1/1/18	3/31/21	\$179.76	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$45.00	bi-weekly included	Add'l bags can be purchased at \$3.75/bag.
Bonneauville	--	Waste Management	NC	--	--	\$246.36	5			1 item/wk, included	\$3.75/bag	\$17.32/WM bin	Dumpster service included. Call for add'l services.
"	RS, SC, RN	Neiderer Sanitation	NC	--	--	\$240.00 \$312.00	3 5	each - 55 lbs or 33 gal max		1 item/wk, no appl	--	--	Large Item - pickup or drop off at site. Christmas Trees/Brush - bundle/bag/box - pickup or prefer drop off at site for recycling. Sm Bulk Item = 1 bag. Tote - \$6/qtr
"	RS, SC, RN	Stonesifer & Sons	NC	--	--	\$252.52 \$278.20	96-gal cart	--		\$20 minimum	--	bi-weekly included	Christmas Trees & Large Metal Items can be dropped off at site. Recycled items include: newspaper, glass, tin & aluminum cans. Call for add'l offers.
Butler	RS, SC, RN	Waste Connections	V	1/1/18	3/31/21	\$179.76	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$45.00	bi-weekly included	Add'l bags can be purchased at \$3.75/bag.
Carroll Valley	All Commercial RS, RN	Park's Garbage Svc	V	1/1/18	3/31/21	\$215.00	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$54.00	bi-weekly included	Add'l bags can be purchased at \$4.50/bag.
Conewago	RS, SC, RN	Advanced Disposal Services	M	1/1/18	3/31/21	\$221.40	3	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$60.00	weekly pickup, incl.	Add'l bags can be purchased at \$5.00/bag. Yard/Leaf pick up incl, dates TBD
Cumberland	RS, SC, RN	Waste Connections	V	1/1/18	3/31/21	\$188.16	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$45.00	bi-weekly included	Add'l bags can be purchased at \$3.75/bag.
East Berlin	RS, SC, RN	Waste Connections	M	10/1/18	3/31/21	\$188.16	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$45.00	bi-weekly included	Add'l bags can be purchased at \$3.75/bag.
Fairfield	RS, SC, RN	Park's Garbage Svc	V	1/1/18	3/31/21	\$215.00	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$54.00	bi-weekly included	Add'l bags can be purchased at \$4.50/bag.
Franklin	RS, SC, RN	Waste Connections	V	1/1/18	3/31/21	\$179.76	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$45.00	bi-weekly included	Add'l bags can be purchased at \$3.75/bag.
Freedom	RS, SC, RN	Park's Garbage Svc	V	1/1/18	3/31/21	\$215.00	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$54.00	bi-weekly included	Add'l bags can be purchased at \$4.50/bag.
Germany	--	Waste Management	NC	--	--	\$321.00 \$345.00	6 bags Toter & 3 bags	each - 75 lbs or 32 gal max		must request	n/a	bi-weekly included	\$50.00 one-time activation fee. Fuel Surcharge may be applied. Senior discount available.
"	RS, SC, RN	Stonesifer & Sons	NC	--	--	\$252.52 \$278.20	96-gal cart	--		\$20 minimum	--	bi-weekly included	Christmas Trees & Large Metal Items can be dropped off at site. Recycled items include: newspaper, glass, tin & aluminum cans. Call for add'l offers.
Gettysburg	RS, SC, RN	Waste Connections	M	1/1/18	3/31/21	\$215.88	3	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$45.00	weekly pickup, incl.	Add'l bags can be purchased at \$3.75/bag. Several Yard/Leaf pick up events incl, dates TBD
Hamilton	--	Waste Management	NC	--	--	\$321.00 \$345.00	6 bags Toter & 3 bags	each - 75 lbs or 32 gal max		must request	n/a	bi-weekly included	\$50.00 one-time activation fee. Fuel Surcharge may be applied. Senior discount available.
"	RS, SC, RN	Neiderer Sanitation	NC	--	--	\$240.00 \$312.00	3 5	each - 55 lbs or 33 gal max		1 item/wk, no appl	--	--	Large Item - pickup or drop off at site. Christmas Trees/Brush - bundle/bag/box - pickup or prefer drop off at site for recycling. Sm Bulk Item = 1 bag. Tote - \$6/qtr
Hamiltonban	All Commercial & Rental Units, RS	Park's Garbage Svc	V	1/1/18	3/31/21	\$215.00	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$54.00	bi-weekly included	Add'l bags can be purchased at \$4.50/bag.

Township / Borough / Community	Services Include: RS - Residential SC - Sm Commercial RN - Rental	Waste Hauler	Participation: V - Voluntary/Contract M - Mandatory/Contract NC - No Contract	Implement Date	Expiration Date	Basic Cost per Year (Residential)	Containers		Covered Devices Quarterly Event TV's, etc	Lg Item*	Tag-a-Bag Minimum of 12 bags/year (if contracted)	Recycling ** Cost per Year	Comments
							#/Wk Limit	Size Limit					
Highland	RS,SC,RN	Park's Garbage Svc	V	1/1/18	3/31/21	\$215.00	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$54.00	bi-weekly included	Add'l bags can be purchased at \$4.50/bag.
Huntington	All Commercial & Rental Units, RS	Advanced Disposal Services	V	1/1/18	3/31/21	\$167.88	5	each - 75 lbs or 32 gal max	--	1 item/wk, included	\$48.00	optional, add'l \$36/yr	Add'l bags can be purchased at \$4.00/bag.
~ Lake Heritage	RS	Park's Garbage Svc	V	1/1/19	12/31/21	\$204.52	6	30 gal max	included - 1 event/year	1 item/wk, included	\$54.00	bi-weekly included	Recycling container must be requested. Christmas Trees = bulk item. Dumpsters located at Maintenance Facility & Community Center
~ Lake Meade	RS	Republic Services	V	4/1/17	3/31/20	\$195.00	1 cart & 2 bags	96 gal cart 33 gal (40lb)	--	1 item/wk, included	\$30 / 10 bags	weekly pickup, incl.	Spring & Fall Yard Waste - TBD, Christmas Trees = 1 bag.
Latimore	RS, SC, RN	Advanced Disposal Services	V	1/1/18	3/31/21	\$167.88	5	each - 75 lbs or 32 gal max	--	1 item/wk, included	\$48.00	optional, add'l \$36/yr	Add'l bags can be purchased at \$4.00/bag.
Liberty	RS,SC,RN	Park's Garbage Svc	V	1/1/18	3/31/21	\$215.00	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$54.00	bi-weekly included	Add'l bags can be purchased at \$4.50/bag.
Littlestown	--	Waste Management	NC	--	--	\$321.00 \$345.00	6 bags Toter & 3 bags	each - 75 lbs or 32 gal max		must request	n/a	bi-weekly included	\$50.00 one-time activation fee. Fuel Surcharge may be applied. Senior discount available.
"	RS, SC, RN	Stonesifer & Sons	NC	--	--	\$252.52 \$278.20	96-gal cart	--		\$20 minimum	--	bi-weekly included	Christmas Trees & Large Metal Items can be dropped off at site. Recycled items include: newspaper, glass, tin & aluminum cans. Call for add'l offers.
McSherrystown	R, SC, RN	Neiderer Sanitation	M	7/1/18	7/1/21	Res. - \$228.00 Comm - Cst/yr	3	30 gal max		1 item/wk, included	no	weekly pickup, incl.	Call Municipality for Commercial details
Menallen	RS, SC, RN	Waste Connections	V	1/1/18	3/31/21	\$179.76	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$45.00	bi-weekly included	Add'l bags can be purchased at \$3.75/bag.
Mt. Joy	RS, RN, SC	Waste Management	NC	--	--	\$199.92	5			1 item/wk, included	\$3.75	\$12.95	Dumpster service included in contract
"	RS, RN, SC	Stonesifer & Sons	NC	--	--	\$252.52 \$278.20	96-gal cart	--		\$20 minimum	--	bi-weekly included	Christmas Trees & Large Metal Items can be dropped off at site. Recycled items include: newspaper, glass, tin & aluminum cans. Call for add'l offers.
"	RS, RN, SC	Neiderer Sanitation	NC	--	--	\$240.00 \$312.00	3 5	each - 55 lbs or 33 gal max		1 item/wk, no appl	--	--	Large Item - pickup or drop off at site. Christmas Trees/Brush - bundle/bag/box - pickup or prefer drop off at site for recycling. Sm Bulk Item = 1 bag. Tote - \$6/qtr
Mt. Pleasant	--	Waste Management	NC	--	--	\$321.00 \$345.00	6 bags Toter & 3 bags	each - 75 lbs or 32 gal max		must request	n/a	bi-weekly included	\$50.00 one-time activation fee. Fuel Surcharge may be applied. Senior discount available.
"	RS, SC, RN	Stonesifer & Sons	NC	--	--	\$252.52 \$278.20	96-gal cart	--		\$20 minimum	--	bi-weekly included	Christmas Trees & Large Metal Items can be dropped off at site. Recycled items include: newspaper, glass, tin & aluminum cans. Call for add'l offers.
"	RS, SC, RN	Neiderer Sanitation	NC	--	--	\$240.00 \$312.00	3 5	each - 55 lbs or 33 gal max		1 item/wk, no appl	--	--	Large Item - pickup or drop off at site. Christmas Trees/Brush - bundle/bag/box - pickup or prefer drop off at site for recycling. Sm Bulk Item = 1 bag. Tote - \$6/qtr
New Oxford	RS, SC, RN	Advanced Disposal Services	M	1/1/17	12/31/19	\$160.00	5	each - 55 lbs or 33 gal max		only Spring/Fall Cleanup	no	n/a	Spring/Fall Cleanup, Christmas Tree incl.
Oxford	--	Waste Management	NC	--	--	\$321.00 \$345.00	6 bags Toter & 3 bags	each - 75 lbs or 32 gal max		must request	n/a	bi-weekly included	\$50.00 one-time activation fee. Fuel Surcharge may be applied. Senior discount available.
"	RS, SC, RN	Neiderer Sanitation	NC	--	--	\$240.00 \$312.00	3 5	each - 55 lbs or 33 gal max		1 item/wk, no appl	--	--	Large Item - pickup or drop off at site. Christmas Trees/Brush - bundle/bag/box - pickup or prefer drop off at site for recycling. Sm Bulk Item = 1 bag. Tote - \$6/qtr
Reading	--	Waste Management	NC	--	--	\$321.00 \$345.00	6 bags Toter & 3 bags	each - 75 lbs or 32 gal max		must request	n/a	bi-weekly included	\$50.00 one-time activation fee. Fuel Surcharge may be applied. Senior discount available.
"	RS, SC, RN	Neiderer Sanitation	NC	--	--	\$240.00 \$312.00	3 5	each - 55 lbs or 33 gal max		1 item/wk, no appl	--	--	Large Item - pickup or drop off at site. Christmas Trees/Brush - bundle/bag/box - pickup or prefer drop off at site for recycling. Sm Bulk Item = 1 bag. Tote - \$6/qtr
Straban	RS, SC, RN	Waste Connections	V	1/1/18	3/31/21	\$188.16	5	each - 75 lbs or 32 gal max	included - details, TBD	1 item/wk, included	\$45.00	bi-weekly included	Add'l bags can be purchased at \$3.75/bag.
Tyrone	RS, SC, RN	Advanced Disposal Services	V	1/1/18	3/31/21	\$167.88	5	each - 75 lbs or 32 gal max	--	1 item/wk, included	\$48.00	optional, add'l \$36/yr	Add'l bags can be purchased at \$4.00/bag.
Union	RS, SC, RN	Stonesifer & Sons	NC	--	--	\$252.52 \$278.20	96-gal cart	--		\$20 minimum	--	bi-weekly included	Christmas Trees & Large Metal Items can be dropped off at site. Recycled items include: newspaper, glass, tin & aluminum cans. Call for add'l offers.
"		Waste Management	NC										
York Springs	RS, SC, RN	Advanced Disposal Services	V	1/1/18	3/31/21	\$167.88	5	each - 75 lbs or 32 gal max	--	1 item/wk, included	\$48.00	optional, add'l \$36/yr	Add'l bags can be purchased at \$4.00/bag.

* Lg Item: Shall mean discarded items too large to fit in a container, and shall include discarded furniture, bedding, large toys, various equipment, Christmas trees, etc. Tires (for the purposes of this contract, one tire is allowed per pick-up without rims) and items containing freon, such as refrigerators, dehumidifiers, air conditioners, etc. shall be picked up by the Collector on the date scheduled with the customer. The scheduled pick-up date shall be within one week of the customer's call requesting such service.

** Residents / Customers may contact the Waste Hauler for a listing of recycling materials included in the recycling pick-up.

Note: Adams Rescue Mission provides free recycling services to individuals, as well as businesses, throughout Adams County. The Mission also provides pickup services in various locations. Call 717-334-7502, for more information (or, check the listing in the Recycling Brochure, available on the Adams County website: www.adamscounty.us.)

~ Lake Heritage and Lake Meade maintain separate contracts of their own. Contact their individual offices for additional information.

APPENDIX B: Request for Proposals (RFP)

B-1 Adams County Municipal SW Disposal/Processing RFP, Application Package

**REQUESTS FOR PROPOSALS
MUNICIPAL SOLID WASTE
DISPOSAL AND/OR PROCESSING CAPACITY
ADAMS COUNTY BOARD OF COMMISSIONERS,
GETTYSBURG, PENNSYLVANIA**

In accordance with Pennsylvania Code Title 25, Chapter 272.225 Municipal Waste Planning Recycling and Waste Reduction, as amended, the Adams County Board of Commissioners has determined that additional waste disposal or processing capacity for Municipal Solid Waste, including construction/demolition waste and sewage sludge generated within Adams County is required for a period covering the next ten (10) years. The Adams County Office of Planning and Development on behalf of the Adams County Board of Commissioners is hereby soliciting proposals for disposal capacity for MSW generated in Adams County, Pennsylvania with contract approval and execution anticipated by December 31, 2018.

The Request for Proposals (“RFP”) will be available from the Adams County Office of Planning and Development on or after October 31, 2018. All proposals must be made on and inclusive of the required Proposal Forms and be in accordance with the Requirements for Submitting Proposals contained in the Request for Proposals. Proposers may withdraw their proposal at any time prior to the scheduled closing time for receipt of proposals. The Adams County Board of Commissioners reserves the right to reject any or all proposals, to waive any irregularities and/or information in any proposal and to make an award in any manner, consistent with applicable laws, which is deemed to be in the best interest of the County.

The Controller of Adams County will receive sealed proposals until 4:00 p.m. Prevailing Time on November 27, 2018. The Proposer is required to submit four (4) copies of the proposal addressed to the Controller of Adams County, 117 Baltimore Street, Room 207B, Gettysburg, PA 17325. All copies must contain all of the required information and forms. Two (2) of the copies must be marked “Original” and include original signatures of the authorized representative of the facility. The proposals must be packed, sealed, and clearly labeled to show the statement “Proposal for Municipal Solid Waste Disposal and Processing Capacity” and the name and address of the Proposer.

**ADAMS COUNTY
MUNICIPAL SOLID WASTE
DISPOSAL/PROCESSING REQUEST FOR PROPOSALS
APPLICATION PACKAGE**

1. PURPOSE OF THE REQUEST FOR PROPOSALS/APPLICATION PACKAGE

This Request for Proposals (“RFP”) is being issued by Adams County to solicit responses from interested parties to negotiate an agreement for providing disposal/processing capacity for municipal solid waste (“MSW”) generated within Adams County, inclusive of construction/demolition (C/D) waste and sewage sludge. Through this RFP process, Adams County will select the method of disposal/processing and the disposal/processing facilities to meet the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, Act 101 of 1998, P.L. 556, codified at 53 P.S. § 4000.101, *et seq.* (“Act 101”), and ensure adequate disposal/processing capacity for a period of ten (10) years as required by Act 101. Throughout this process, Adams County will ensure that the facility selection process is fair, open, competitive and flexible.

This RFP is also being conducted in accordance with the Adams County Municipal Solid Waste Management Plan update process, which is currently underway. Those disposal/processing facilities entering into an agreement with Adams County for reserved disposal/processing capacity will be designated in Adams County’s Municipal Solid Waste Management Plan. In its current Municipal Solid Waste Management Plan, Adams County allows for a “menu plan”; therefore, this application document can be completed at any time outside of the RFP process and be submitted by facilities that wish to be considered for addition to the Adams County Municipal Solid Waste Management Plan. However, to be considered for inclusion the facility will need to comply with all Plan requirements.

2. BACKGROUND

General

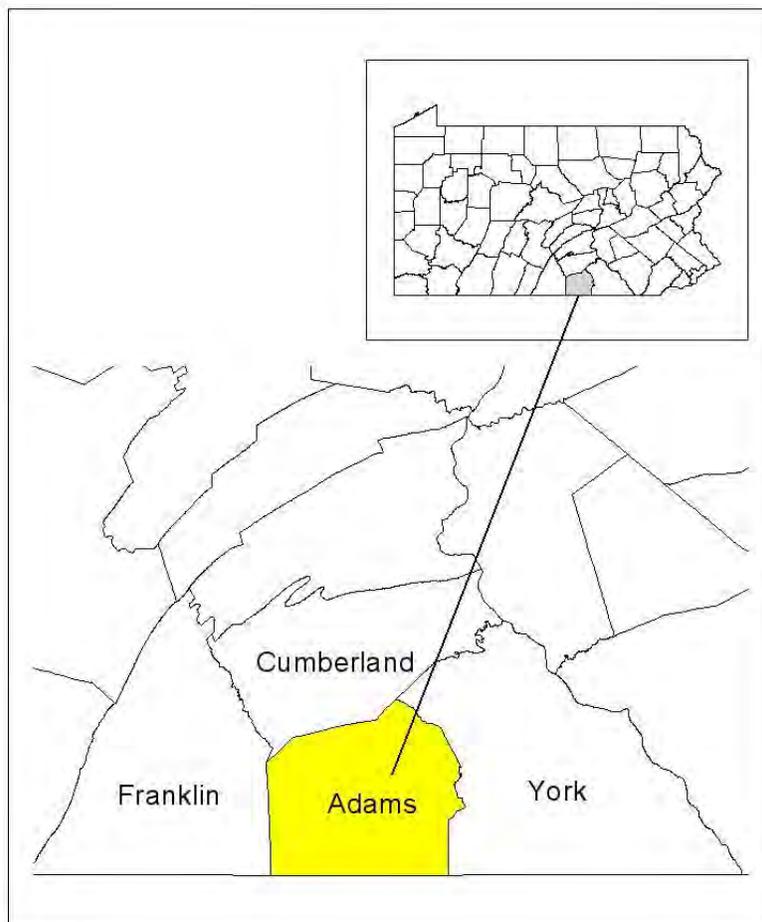
Adams County is located in south central Pennsylvania. It is a county of the Fifth Class, and has its county seat located in the Borough of Gettysburg. Adams County hosts strong agricultural and tourism industries, and also has small but stable business and industrial sectors. Adams County’s population was 101,407 in the 2010 census and is projected to reach approximately 119,886 by 2030. Plate 1 shows the regional location of Adams County in Pennsylvania.

Based on the year 2017 PADEP County Waste Destination Report, municipal solid wastes generated in Adams County and disposed/processed at permitted disposal/processing sites totaled almost 61,000 tons. This total included approximately 51,378 tons of municipal solid waste, 8,893 tons of construction/demolition waste, and 543 tons of sewage sludge. These waste totals are post-recycling tonnages, and they are projected to increase moderately as the County continues to grow.

PLATE 1

REGIONAL LOCATION MAP

ADAMS AND SURROUNDING COUNTIES



Existing Waste Disposal/Processing Contracts

Adams County issued its previous RFP in 2002 and entered into contracts with three landfills and one resource recovery (waste-to-energy) facility to secure ten (10) years of disposal capacity as required by PA Act 101 and the Pennsylvania Department of Environmental Protection (PADEP) Rules and Regulations. Because of a delay in the plan development process, Adams County's plan was approved in 2005 and the County sought extensions to the new contracts for an additional five (5) year period, or through 2018. An additional landfill facility was contracted in 2009, for the period through 2018. These contracts established maximum tipping fees as well as other terms and conditions for disposal/processing of Adams County wastes at the disposal/processing sites. Adams County does not commit minimum tonnage delivery to any individual sites under the waste disposal/processing contracts.

Adams County's plan does, however, require municipal solid wastes to be disposed/processed at a designated facility within the plan and only designated contracted facilities may lawfully accept such waste. Waste transporters are free to utilize a designated contracted waste disposal/processing site or sites

of their choice, unless directed to a specific disposal/processing site by the waste generator or, in the case of a municipal bid contract, by the municipality.

Some wastes collected in Adams County may be delivered to interim facilities (Transfer Stations) before final disposition. Currently there are three such interim facilities: Neiderer Sanitation Transfer Station located in Adams County; Hanover Transfer Station located in York County; and Washington Township Transfer Station located in Franklin County, which receive Adams County waste and transport it to contracted waste disposal/processing facilities designated in the Plan. Any Transfer Station receiving municipal solid wastes generated from within Adams County must enter into an Agreement with Adams County to dispose of such wastes at a designated disposal/processing facility(ies) contracted with Adams County and contained in Adams County's Plan.

3. SCOPE OF SERVICES

The work to be performed under this Contract Agreement shall consist of providing waste disposal/processing services for the County in accordance with the provisions of this Application Package. The Respondent(s) shall be responsible for providing and maintaining a permitted disposal/processing facility and all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to dispose/process municipal solid waste, construction/demolition and sewage sludge wastes in accordance with all applicable local, Pennsylvania Department of Environmental Protection (PADEP) and United States Environmental Protection Agency (USEPA) rules, regulations and guidelines, or other applicable local, state and USEPA rules, regulations and guidelines if Respondent(s) is located outside of Pennsylvania.

Under all provisions described herein, the collection and transportation of wastes is handled by municipal or private collection firms and individual persons, and is not a consideration in this RFP.

Under the proposal described below, those entities completing and submitting responses (hereafter "Respondents") will be required to provide information to the County on the transporters delivering wastes and the amounts of Municipal Solid Waste transported for disposal/processing at their facilities that has been generated from within Adams County. Facilities may electronically transmit this information to the County on a quarterly basis.

4. PROCESSING/DISPOSAL

This Application Package may be completed for Disposal/Processing Services, as described below.

Disposal/Processing Services

Disposal/Processing Services shall include municipal solid waste, construction/demolition (C/D) waste and sewage sludge as delivered to the gate of the disposal/processing facility.

All Respondents shall guarantee part, or all, of the disposal/processing capacity needed by the County for the period that will begin January 1, 2019, and continue through December 31, 2028. If only a part of the capacity required is being offered, the Respondent must be very specific about the portion of the capacity being provided by the facility. Adams County will **not** entertain a "Put or Pay" contract requirement. All facilities proposing to accept part or all of the municipal solid waste, construction/demolition (C/D) waste and sewage sludge generated in Adams County must meet the minimum federal, state and local rules and regulations, and if contracted with Adams County, must adhere to the terms of the contract.

Adams County’s Plan and agreement process allows municipal solid waste, construction/demolition (C/D) waste and sewage sludge to be disposed/processed at one or more contracted and licensed/permitted waste disposal/processing sites from 2019 through 2028. Therefore, Adams County **cannot** guarantee waste quantities to any individual facility. Adams County intends to qualify and execute agreements with any facilities that meet the qualifying criteria and are deemed acceptable through the County’s Evaluation Procedure review.

Under the agreement, Adams County intends to instruct County-registered transporters to dispose of Adams County municipal solid waste at facilities approved by and under agreement with Adams County to accept County-generated municipal solid waste, construction/demolition (C/D) waste and sewage sludge. Adams County is requesting separate price information within the Application Package submittal forms for disposal/processing of municipal solid waste, construction/demolition (C/D) waste and sewage sludge. Price information should be presented as not-to-exceed tipping fees for each calendar year and for each type of waste accepted. The not-to-exceed cost per ton may not exceed the facility’s published gate rates.

The agreement process is flexible in that a facility may petition Adams County to be included in the Plan at any time when there is a commitment to receive municipal solid waste, construction/demolition (C/D) waste or sewage sludge from a County source. Facilities can then be qualified and added to the Plan. The process is simple in that the facility need only complete and submit the Submittal Form for Municipal Solid Waste Disposal/Processing Services, complete the Application Package provided by the County, meet the qualifications and be deemed acceptable through the County’s Evaluation Procedure review, agree to the terms of the standard agreement executed with all facilities that will be included in the Plan and receive approval from PADEP. This process is defined in the County’s Municipal Solid Waste Management Plan.

5. DISPOSAL TONNAGES

ACTUAL MUNICIPAL WASTE GENERATION (2012 -2017)

Year	Population (1)	MSW/TONS (2)	C/D/TONS (2)	Sludge/TONS (2)	Total/TONS (2)
2012	102,604	51,442	8,594	817	60,854
2013	103,203	51,468	9,244	360	61,072
2014	103,801	52,666	9,829	321	62,816
2015	104,400	50,515	8,413	255	59,182
2016	105,264	52,176	10,262	537	62,976
2017	106,128	51,378	8,893	543	60,814
TOTAL	625,400	309,645	55,235	2833	367,714
AVERAGE	104,233	51,607	9,206	472	61,286

(1) 2012-2017 Populations from Adams County Office of Planning and Development.

(2) MSW Discard Data from PADEP County Waste Destinations Reports.

PROJECTED MUNICIPAL WASTE GENERATION (2019-2028)

The table below shows the estimated waste generation for 2019 through 2028, based on Adams County Planning Department population projections (and an average annual per capita waste generation rate from PADEP of 0.85 tons per person).

ESTIMATED WASTE GENERATION (2019 - 2028)

Year	Population (1)	MSW Discards (tons) (2)
2019	107,857	91,678
2020	108,721	92,413
2021	109,838	93,362
2022	110,954	94,311
2023	112,071	95,260
2024	113,187	96,209
2025	114,304	97,158
2026	115,420	98,107
2027	116,537	99,056
2028	117,653	100,005
TOTAL		957,559
AVERAGE		95,756

(1) 2019-2028 Populations from the Adams County Office of Planning and Development

(2) Projected MSW Discards based on an per capita rate of 0.85 x population

Adams County will require an average of approximately 96,000 tons of capacity per year for municipal solid waste (including C/D waste and sewage sludge) for each year during the period beginning in 2019.

6. PREPARATION AND SUBMISSION OF RESPONSES

- A. All responses must be prepared and submitted on the Submittal Forms included in this Application Package. The completed Submittal Forms and the other required documents shall be submitted as a package.
- B. All responses must be legibly typewritten. All Submittal Forms must be completed in their entirety or the response may be subject to rejection by the County.
- C. Except where specifically allowed in the Submittal Forms, no response will be considered which is not based on the attached Municipal Solid Waste Disposal and Processing Facility Capacity Agreement contained herein, or which contains exceptions other than those allowed by the response document, or which contains any letter or written memorandum qualifying the response, or which is not properly completed and signed in writing by an authorized official or representative of the Respondent(s).
- D. All sealed responses must include an executed Non-Collusion Affidavit and executed Disclaimer Statement as provided in this request package.

- E. All responses must include evidence of insurance coverage as required in the Schedule 1 Attachment included at the end of the Municipal Solid Waste Disposal and Processing Facility Capacity Agreement.
- F. Each facility desiring to be considered must submit a separate response, even if multiple facilities are owned or controlled by a single corporation or legal entity.
- G. Sealed responses shall include four (4) copies and be addressed to the Controller of Adams County, 117 Baltimore Street, Room 207B, Gettysburg, PA 17325. All copies must contain all of the required information and forms. Two of the copies must be marked “Original” and include original signatures of the authorized representative of the facility. If the proposal is accepted by the County of Adams, one of the original copies will be returned to the Respondent(s) after it is executed by the Adams County Board of Commissioners.
- H. Proposals must be received by the specified date and time. Proposals received after the specified date and time will not be considered as a qualified response and will be returned unopened.
- I. The Proposal is subject to the Pennsylvania Right-to-Know Law. If supporting information contained in the proposal is considered confidential, that information should be clearly labeled “Confidential Information” and the applicable law and/or regulation cited to support the treatment of such information as confidential. See 65 P.S. § 67.101, *et seq.*

7. REQUIREMENTS FOR SIGNING SUBMITTALS

- A. Any response that is not signed by the individual submitting the response must have attached thereto a power-of-attorney evidencing authority to sign the submittal in the name of the person for whom it is signed and submitted.
- B. Any response submitted on behalf of a partnership must be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, a power-of-attorney evidencing authority to sign the response executed by the partners shall be attached.
- C. Any response submitted for a corporation must include the following:
 - Designate the correct corporate name;
 - Be signed by the President or other authorized officer of the Corporation; and
 - Be attested to by the Secretary or other authorized officer of the corporation.

8. EVALUATION PROCEDURE

The information provided in response to this Application Package will be used to qualify the facility, or facilities, to provide the required disposal/processing capacity needs for County generated municipal solid wastes. **A primary factor in qualifying facilities is the willingness of the facility representative(s) to comply with all the terms and conditions of the attached Municipal Solid Waste Disposal and Processing Facility Capacity Agreement.** In particular, Adams County will require the cooperation of the qualified facility, or facilities, to collect information from Adams County registered transporters delivering Adams County generated municipal solid wastes. The qualified facility, or facilities, shall comply with the County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance of 2018, and be in compliance with the Adams County Municipal Solid Waste Management Plan.

Other factors that will be considered by Adams County in the Application Package evaluation process include:

- The Not-To-Exceed Disposal Fee per ton in comparison with other Respondents.
- Appropriateness of the basis for disposal/processing fee escalation between 2019 and 2028.
- Ability to accept municipal solid waste, C/D waste and sewage sludge waste.
- The disposal capacity offered for disposal of the different waste materials.
- The fee amounts proposed and required pursuant to Section 1301 of the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101 of 1988, P.L. 556, codified at 53 P.S. § 4000.101, *et seq.*, or other applicable state or federal regulations.
- Willingness to collect information regarding the Adams County Transporters Ordinance Registration requirements.
- Sufficiency of daily disposal capacity for current obligations of facility including proposed Adams County Waste.
- Sufficiency of facility volume capacity, including degree of non-dependence on additional permit approvals, for term of proposed contract.
- Contingency plans for continued waste disposal in the event of reduction in facility daily disposal rate.
- Regulatory compliance history.
- Present compliance with federal and state laws and regulations and with all applicable Adams County ordinances and regulations.
- Submission of all documents identified in the Application Package.
- Consistency with the Adams County Municipal Solid Waste Management Plan.
- In addition to the general evaluation criteria listed above, Adams County will take into consideration such other factors that are deemed to be in the best interest of the County and its residents.

This Application Package represents the first in a two-step process leading to the qualification of a disposal/processing facility, or facilities, to enter into an agreement with Adams County. Adams County will qualify facilities for the second-step agreement execution process solely on the basis of their submissions to this Application Package. Any interviews or negotiations required as part of this qualification process will be held with the express understanding that there will be no claims whatsoever for reimbursement from the County for the associated costs or expenses of the Respondents.

If a Respondent is qualified under this process, and ultimately executes the Municipal Solid Waste Disposal and Processing Facility Capacity Agreement as a result of negotiations completed under this process, the Respondent shall agree and acknowledge that any existing agreement or contract for the purpose of reserving disposal/processing capacity between the Respondent and the County are thereby rendered null and void. Any other agreements shall remain in full force and effect.

The Respondent shall provide a Performance Bond as part of the Agreement to be determined as follows:

Ten percent (10%) of the total first year bid amount (the sum of Municipal Solid Waste plus Construction / Demolition waste plus Municipal Sewage Sludge) calculated as follows:

Operator's price per ton Disposal Fee (as set forth in the Submittal Form – Proposed Fee Schedule for Municipal Solid Waste Disposal and Processing Services); multiplied by 100 tons/day (average estimate); multiplied by 365 days/year; multiplied by Ten percent (10%).

This bond is intended to be used by the County of Adams solely in the case of a facility's failure to provide contractually agreed upon capacity, and after written notice of such breach is provided to the facility by the County.

Adams County reserves the right, at its options, to waive any and all irregularities, defects, errors or omissions in submissions, and to reject any or all submissions if it so chooses.

9. QUALIFICATIONS AND COMPETENCY OF THE RESPONDENTS

- A. The County shall have the right to make such investigations as deemed necessary to determine the ability of the Respondent(s) to perform the services required under the Agreement. Upon request by the County, the Respondent(s) shall furnish and certify all such supporting data and information that the County may request to demonstrate the Respondent's qualifications and capabilities to perform the required services over the full term of the Agreement.
- B. Respondent(s) may be required to submit sworn statements of their financial responsibility, technical qualifications, performance record and records of compliance history prior to the award of any Agreement.

10. INQUIRIES

Specific questions regarding this Application Package should be directed to Ms. Bicky Redman, Adams County Office of Planning and Development, at (717) 337-9827.

11. VOLUNTARY SUPPORT FOR LOCAL PROGRAMS

With the loss of administrative fees previously levied on county-generated waste and collected from disposal/processing facilities, Adams County lacks a revenue source to support local programs benefitting the community. Such programs may include tire recycling, household pesticide collection, covered device recycling, medication collection, needle disposal, illegal dumping cleanups, litter abatement, etc. Adams County welcomes support from potential sponsors and is interested in securing sponsorship of all or part of any such programs. Any sponsorships are strictly voluntary and will not be considered in the evaluation of proposals or designation of a facility for inclusion in the Adams County Municipal Solid Waste Management Plan.

#

SUBMITTAL FORM

FOR MUNICIPAL SOLID WASTE DISPOSAL AND PROCESSING SERVICES

ADAMS COUNTY

Date: _____

To: Controller of Adams County
117 Baltimore Street, Room 207B
Gettysburg, PA 17325
Attn: Adams County Controller

Respondent: Company Name _____
Address _____

City _____ State _____ Zip _____
Contact _____ Telephone _____

The undersigned has examined the **Application Package** document, including the **Municipal Solid Waste Disposal and Processing Facility Capacity Agreement**, and has completed fully this **Submittal Form for Municipal Solid Waste Disposal and Processing Services** (including the **Disposal and Processing Facility Questionnaire**) contained in the Application Package dated October 2018.

If selected by Adams County to be included as an approved designated facility in the County's Municipal Solid Waste Management Plan, the undersigned Respondent agrees to execute and deliver the **Municipal Solid Waste Disposal and Processing Facility Capacity Agreement**, including the required **Certificate of Insurance** and a **Performance Bond**, to Adams County in accordance with all of the terms of this request.

1. TYPES AND ESTIMATED QUANTITIES OF WASTE TO BE ACCEPTED

A. Does this facility currently accept or intend to accept municipal solid waste from Adams County sources?

- Facility currently accepts Adams County municipal solid waste.
Reported quantity received in 20__ (most recent full year) was _____ tons municipal waste.
- Facility has commitment to accept Adams County municipal solid waste.

B. Please check type of facility:

- Landfill
- Resource Recovery Facility
- Other (specify) _____

Facility Name: _____

Facility Location: _____

State: _____ County: _____

Does this facility meet all applicable federal, state and local laws, rules, regulations and guidelines?

- Yes
- No

C. Specify the types and quantities of municipal solid waste generated in Adams County that will be accepted for disposal and/or processing during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage	Maximum Accepted/ Operating Day – from Adams Co.*	Maximum Accepted/ Operating Week – from Adams Co.*	Maximum Accepted/ Operating Year – from Adams Co.*
Municipal Solid Waste					
Construction/Demolition					
Municipal Sewage Sludge					

* Please note “All” if there are no specified maximum limits

D. Minimum sludge characteristics required: % Solids _____

E. Amount of municipal solid waste disposal capacity donated by the Respondent per year for non-profit activities including, but not limited to, road adoptions and community clean-ups:

_____ (tons/day or tons/year)

2. PROPOSED FEE SCHEDULE FOR SOLID WASTE DISPOSAL & PROCESSING SERVICES

The proposed tipping fee shall include all applicable state and local fees as part of the Respondent’s maximum, not to exceed, per ton disposal fee provided in the following section.

Proposal

Proposal Contract Year*	Municipal Solid Waste		Construction/ Demolition		Municipal Sewage Sludge**	
	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2019						
2020						
2021						
2022						
2023						
2024						
2025						
2026						
2027						
2028						

* Anticipated first year of operation under this form is 2019.

** Please specify the adjustment in unit cost for variations in sludge characteristics (if applicable):

***May be left blank if fixed price/ton information is provided for all years.

3. COMPANY EXPERIENCE AND OPERATING HISTORY

A. A general disposal facility questionnaire is included at the end of this section. For each Respondent, this questionnaire should be completely filled out and returned as part of the Submittal package.

B. **Pending Legal/Regulatory Actions** – Provide information on past or pending lawsuits and regulatory actions against the Respondent which may have a material impact on Respondents’ ability to perform under this contract, and list any fines and/or penalties that have been imposed on Respondent by the PADEP, federal or other state agencies on any solid waste facility that Respondent has had permitted over the past five years (attach separate sheets, if necessary.)

C. **Company Obligations** – List any obligations the Respondent has made which will commit disposal and/or processing capacity at the proposed site to parties other than Adams County. Include host community disposal obligations which may be required under 25 Pa. Code § 272, or other State and Federal regulations (attach additional sheets, if necessary.)

D. **Strength of Commitments and Contingency Plans** – Provide descriptive information on the following matters (attach separate sheets and/or include additional documents for response.)

- (1) Confirmation of available disposal/processing capacity at a disposal/processing facility, which currently has and will maintain, through the contract period, proper disposal and/or processing permits.
- (2) Confirmation of transfer trailer accessibility to the proposed disposal/processing facility.
- (3) Information on financial strength of the Respondent (including its parent corporation(s), if any) to support the operation of the disposal/processing facility and back the obligations and commitments to Adams County as specified above.
- (4) Position of the Respondent regarding specific reservation of air space or capacity at disposal/processing facility for duration of the contract term.
- (5) Contingency plans for continued disposal of waste in the event of a reduction in waste disposal capacity at the proposed disposal/processing facility.
- (6) Ability and willingness of the Respondent to accept variations in rates of waste delivery from Adams County.

E. **Deviations of Exceptions to Contract Agreement Specifications** – Adams County will provide a standard agreement to each Respondent selected for negotiations. This standard agreement is intended to reduce the time period for negotiations. The County does not intend to deviate from this standard agreement. If this submittal is premised upon any deviation, qualification and/or exception to the standard terms and conditions of the Municipal Solid Waste Disposal and Processing Facility Capacity Agreement section of this Application Package, the Respondent must cite such deviations and/or exceptions in the following section (attach separate sheets, if necessary.)

F. **Days and Hours of Operation** – (Receiving Times, under the Municipal Solid Waste Disposal and Processing Facility Capacity Agreement – attach additional sheets, if necessary):

4. CONSIDERATION OF TERMS AND CONDITIONS OF APPLICATION PACKAGE

To: Controller of Adams County
117 Baltimore Street, Room 207B
Gettysburg, PA 17325
Attn: Adams County Controller

From: _____ (Name of Firm)
_____ (Mailing Address)

_____ (Contact Person)
_____ (Telephone Number)

- A. The undersigned having carefully read and considered the terms and conditions of the Municipal Solid Waste Disposal and Processing Facility Capacity Agreement and other documents contained in the Application Package, and being familiar with the local conditions affecting the cost of the work, does hereby propose to furnish all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to provide municipal solid waste disposal and processing services in accordance with the Adams County Municipal Solid Waste Disposal and Processing Facility Capacity Agreement under the conditions and rates hereinafter set forth.
- B. In submitting this response, it is understood that the County reserves the right to reject any or all submittals, to waive any informalities in any submittal or the solicitation process, and to negotiate any final contract provisions based on the responses submitted.
- C. In submitting this response, the undersigned agrees that no price proposal may be withdrawn for a period of twelve (12) months after the date for receipt of responses and that all Price Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by Adams County.

Date: _____ (Name of Firm)

By: _____

Title: _____

ATTEST:

AFFIX
CORPORATE
SEAL

**ADAMS COUNTY, PENNSYLVANIA
MUNICIPAL SOLID WASTE DISPOSAL/PROCESSING**

FACILITY QUESTIONNAIRE

This Facility Questionnaire is to be completed and submitted with any application to the County of Adams for inclusion in the Adams County Municipal Solid Waste Plan, or for quotes related to municipal solid waste capacity. Please provide complete answers. Additional typewritten sheets may be included. If additional disposal and processing sheets are used, they should have the name of the facility on top of each page, along with the number and title of the question or questions being answered on that sheet.

A. BACKGROUND INFORMATION

1. Date: _____
2. Name of Facility: _____
3. Owner of Facility: _____
4. Type of Facility: _____ Landfill _____ Resource Recovery
 _____ MSW Composting (Waste to Energy)
 _____ C&D Processing Other (describe)

5. Address and Phone Number of Owner: _____

6. Address of Facility (if different from above): _____

7. Contact Person: _____
Title: _____ Phone: _____
8. Person Supplying Information: _____
Title: _____ Phone: _____
9. State where Corporation is registered: _____
10. Road mileage from Facility to Gettysburg, Adams County, PA: _____
11. Site Location Map of Facility (attach separate sheet)

B. PERMIT INFORMATION

Please complete the following for the portion of the site for which an approved PADEP municipal solid waste disposal permit or permit from state(s) outside of Pennsylvania has been obtained. For facilities other than landfills, describe the current permit conditions. Questions regarding proposed expansions are asked in a separate section of the questionnaire.

1. Permit Number: _____
2. Permit Site Acreage: _____ acres Disposal Area _____ acres

3. If a Landfill, Permitted Capacity: _____ tons _____ cubic yards _____ years
4. Design Capabilities (if other than a landfill): Design Capacity _____ tons/day
 - a. Maximum Continuous Rating (MCR) _____ tons/day
 - b. Available Processing Capacity _____ tons/day _____ tons/year
5. Provide a copy of existing waste disposal permit(s).
6. Attach a copy of your facility's most recent compliance history form from your State Regulatory Agency.
7. Waste Types and Quantities (indicate year of Application Package submission) Year: _____

Please identify:

- a. the maximum and average daily permitted quantities (in tons) of each of the listed types of waste, (if not accepted, please use N/A);
- b. the expected annual tonnage of each type of waste, and
- c. current tipping fees charges for waste deliveries.

Waste Type	Permitted Maximum Daily Tons	Permitted Average Daily Tons	Expected Annual Tons	Current Tipping Fee (specify ton or cubic yard)
Municipal Solid Waste (except for types listed below)				
Residual Waste				
Infectious & Chemotherapeutic Waste				
Incinerator Ash				
Asbestos				
Construction/Demolition Waste				
Sewage Sludge*				
Other (specify)				
Other (specify)				

* Minimum acceptable % solids of Sewage sludge received _____%

8. If a landfill, for the area subject to the permit, what is the estimated total available disposal capacity between the Application Package submittal date and final closure?

Approximately _____ tons over _____ years.

C. DESCRIPTION OF FACILITY – LANDFILLS

1. Please describe the design of your facility's permitted operations.

a. Primary liner: (check all those that apply)

Synthetic membrane, Thickness = _____ mils Material _____

Remolded clay, Thickness = _____ mils Material _____

Other _____

b. Secondary liner:

Synthetic membrane, Thickness = _____ mils Material _____

Remolded clay, Thickness = _____ mils Material _____

Other _____

c. What portions of this system are currently in place? _____

2. Leachate collection and treatment method currently permitted and in operation.

3. Gas collection and treatment and any auxiliary processes.

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

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

If yes, please explain.

If no, what plans do you have to add recyclables handling and processing at your facility?

D. DESCRIPTION OF FACILITY – OTHER THAN LANDFILLS

1. Briefly describe the current materials receiving and handling procedures at facility.

2. Please describe the facility's current air pollution control methods.

CEMS fabric filter/baghouse dry scrubber wet scrubber

electrostatic precipitator, number of fields = _____

other: _____

Odor Control: chemical scrubber biofilter other: _____

3. Do you plan to change or add to air pollution control practices? If so, please describe.

4. Please describe the current bypass waste disposal practices. Indicate whether there are firm agreements with the disposal facility for receipt of this material. Also, indicate the percent, by weight, of incoming waste that is bypassed.

5. Describe plans for future bypass waste disposal practices.

6. Describe current residue treatment and disposal practices. Indicate agreements that are in place or anticipated for disposal of ash from your facility. Also, indicate (for resource recovery facilities) the estimated quantity of fly ash and bottom ash as a percentage, by weight, of waste throughput (excluding bypass).

7. Describe plans for future residue treatment and disposal practices, if different from above.

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

If yes, please explain.

If no, what plans do you have to add recyclables handling and processing at your facility?

9. Describe the quantity and types of recovered products (e.g. energy, compost, metals, wood products) from your facility and associated marketing arrangements or contracts.

10. Has the Owner/Operator submitted, are they planning to submit, or do they currently contemplate submitting, an application for a municipal waste permit modification?

Yes No

If yes, indicate the significant changes from the current permit. _____

Note: The Owner/Operator shall provide the County with a copy of any applications for processing/disposal permits, or modifications to such permits concerning the facility simultaneously with the filing of any such application or modification to such permits and a copy of the permits or modifications to such permits when received.

11. Summarize any plans to expand facility capacity and any other plans for significant changes not described elsewhere in this questionnaire.

12. Describe any other relevant important information about the facility or its operations that is not presented elsewhere in the Disposal Facility Questionnaire.

###

DISCLAIMER STATEMENT

Adams County has prepared the information contained in this Application Package, and such information is believed to be accurate and reliable. Upon receipt of the Application Package, the below named party, remises, releases and forever discharges the County and its elected officials, officers, directors, and employees, from and against any damages, liabilities, obligations, losses, deficiencies, actions, costs including reasonable attorney's fees and expenses, demands, suits, judgements, or assessments (hereinafter "Claims") which such person(s) or entity has, or may hereafter have from reliance upon any information contained in this Application Package. Any entity or individual party that submits a response to the Application Package attests by that response that the entity has independently verified the accuracy of the information contained therein.

Name of Organization

Signature of Authorized Individual

Name (print)

Title of Authorized Individual

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____ :

COUNTY OF _____ :

I state that I am _____ of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for providing the pricing information included in this response.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other Bidder or Potential Bidder.
2. Neither the price(s) nor the approximate price(s) contained in this response have been disclosed to any other firm or person who is a Bidder or Potential Bidder, and they will not be disclosed before opening of the submission.
3. No attempt has been made, or will be made, to induce any firm or person to refrain from responding to this Request for Bids, or to submit a response higher than this response, or to submit any intentionally high or noncompetitive response or other form of complementary response.
4. The response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
5. _____ (Name of Firm), its subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows (attach additional pages if necessary):

I state that _____ (Name of Firm), understands and acknowledges that the above representations are material and important, and will be relied on by the County in awarding the contract for which this bid is submitted. I understand, and my firm understands, that any misstatement in this affidavit is, and shall be, treated as fraudulent concealment from the County of the true facts relating to the submission of bids for this contract.

Name of Authorized Representative:

Signature of Authorized Representative

Title:

SWORN TO AND SUBSCRIBED BEFORE ME ON
THIS _____ DAY OF _____, 20____.

Notary Public

My Commission Expires: _____

**MUNICIPAL SOLID WASTE DISPOSAL AND PROCESSING
FACILITY CAPACITY AGREEMENT
COUNTY OF ADAMS**

THIS MUNICIPAL SOLID WASTE DISPOSAL AND PROCESSING CAPACITY AGREEMENT (“Agreement”) is made this ____ day of _____ 2018, by and between Adams County, a County organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business at 117 Baltimore Street, Gettysburg, Adams County, Pennsylvania 17325, hereinafter “County,” and _____ (“Operator”).

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (“Act 101”) requires Adams County (“County”), as part of its Municipal Solid Waste Management Plan Revision (“Plan Revision”), to provide capacity assurance for the disposal and processing of all Municipal Solid Waste, inclusive of Construction/Demolition (C/D) Waste and Sewage Sludge expected to be generated within the County for a period of at least ten (10) years. To meet its obligation, the County issued a Request for Proposal (RFP) to solicit responses from interested parties to negotiate an agreement to provide capacity for disposal and processing of all or a portion of Municipal Solid Waste generated in Adams County for a ten (10) year period, beginning January 1, 2019. The Operator responded to the Request for Proposal, met the qualification requirements, and the Operator’s proposal was accepted by the Board of Commissioners of Adams County. This Agreement provides the terms and conditions under which the Operator will provide disposal and processing capacity and services for the benefit of the 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:

Act 90. The Pennsylvania Waste Transportation Safety Act (Act 202 of 1990, P.L. 596, codified at 27 Pa. C.S. § 6201 – 6209).

Act 97. The Solid Waste Management Act (Act 97 of 1980, P.L. 380, codified at 35 P.S. § 6018.101 – 6018.1003).

Act 101. The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, Commonwealth Act of July 28, 1988, No. 101, P.L. 556, codified at 53 P.S. § 4000.101 – 4000.1904.

ACOPD. The Adams County Office of Planning and Development, an instrumentality of the County of Adams.

Agreement. The Municipal Solid Waste Disposal and Processing Facility Capacity Agreement between the County and the Operator's Facility allowing for the disposal/processing of Municipal Solid Waste, inclusive of Construction/Demolition (C/D) Waste and Sewage Sludge. .

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

Business Day. Each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday, which is not a legal holiday.

Community Clean-ups. Community beautification projects that foster removal and proper disposal of non-hazardous litter and illegally dumped trash and construction/demolition debris from areas throughout the County by volunteer-based groups.

Construction/Demolition (C/D) 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. Construction/Demolition Waste is managed as Municipal Solid Waste. The term does not include the following if they are separate from other waste and are used as clean fill: (i) uncontaminated soil, rock, stone, gravel, brick and block, concrete and used asphalt; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

Contract Date. The date of execution of this Agreement as set forth in the Preamble.

County. The County of Adams, Commonwealth of Pennsylvania.

County Registered Transporter. Any person, firm, partnership, corporation, public agency, or legally organized entity, that is engaged in the business, whether as a primary undertaking or secondary to some other venture (such as construction or remodeling), of collection and/or Transportation of Municipal Solid Waste, Recyclables and Sewage Sludge and is currently registered with the County pursuant to the County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance.

Declaration of Forfeiture. A written notification by the County to a surety or other entity, noting a situation, occurrence, activity or happening, as provided for in Article 2.5, the occurrence of which gives the County certain options, among which is declaring a bond payable.

Department or DEP. The Pennsylvania Department of Environmental Protection.

Designated Disposal Site. A facility contracted by the County to receive municipal solid waste.

Effective Date. The date established pursuant to Section 10.1 of this Agreement.

Event of Default. A situation, occurrence, activity or happening, as described in Article 9 of this Agreement, which provides for certain options to the non-defaulting party.

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

Littering. The act, whether active or passive, of the spreading or releasing of any portion or amount of Municipal Solid Waste from a vehicle authorized to transport Municipal Solid Waste, such that the spread or released portion of Municipal Solid Waste is placed on the roadbed or real property of another, where the roadbed or real property was not designated to receive such Municipal Solid Waste, and where the vehicle operator, passenger, or company operating the vehicle did not promptly collect all of the spread or released Municipal Solid Waste. It is understood that this term

refers to the loss of garbage as provided for under the Pennsylvania Vehicle Code at 75 Pa. C.S. § 4903, the depositing of waste as provided for under the Vehicle Code at 75 Pa. C.S. § 3709; and also embraces the concept contained in Scattering Rubbish, as that crime is defined in Title 18 of Pennsylvania Consolidated Statutes at 18 Pa. C.S. § 6501. Such spread or released Municipal Solid Waste may also be referred to as “litter.”

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

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

Municipal Solid Waste. Any garbage, refuse, industrial lunchroom or office waste, inclusive of construction/demolition 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 sewage sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility.

Municipal Solid Waste Disposal or Processing Facility. A facility using land for disposing or processing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations: including, but not limited to areas where Disposal or Processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, Transportation and storage facilities, closure, post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility.

Municipal Solid Waste Landfill. A facility using land for disposing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where Disposal or Processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, Transportation and storage facilities, closure and postclosure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a Construction/Demolition Waste landfill or a facility for the land application of Sewage Sludge.

Municipal Solid Waste Management Plan. A comprehensive plan for an adequate Municipal Solid Waste management system, developed in accordance with 25 Pa. Code § 272.201 – 272.261, Subchapter C relating to municipal waste planning.

Operator. The entity identified as Operator on page one of this Agreement, or any permitted successors, assigns, or affiliates.

Operator’s Facility. The Operator’s permitted facility that is offered to provide 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.

Pennsylvania Waste Transportation Authorization. A grant of authority issued to Municipal Solid Waste and residual waste transporters under the waste transportation safety program established by Act 90, and specified at 27 Pa. C.S. § 6204.

Performance Bond. The performance bond or letter of credit or other security acceptable to the County to be submitted by the Operator to the County pursuant to the terms of Section 2.5.

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 solid waste disposal or processing facility.

Person. Any individual, corporation, partnership, 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.

Plan Revision. A change that affects the contents, terms, or conditions of a Department-approved Municipal Solid Waste Management Plan under the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101), and 25 Pa. Code § 272.201, *et seq.*

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

Regulated Waste. Municipal Solid Waste, inclusive of Construction/Demolition (C/D) Waste and Sewage Sludge generated within Adams County and regulated pursuant to The County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance.

Resource Recovery Facility.

- (i) A processing facility that provides for the extraction and utilization of materials or energy from Municipal Solid Waste.
- (ii) The term includes a facility that mechanically extracts materials from Municipal Solid Waste, a combustion facility that converts the organic fraction of Municipal Solid Waste to usable energy, and a chemical and biological process that converts Municipal Solid Waste into a fuel product.
- (iii) The term includes a facility for the combustion of Municipal Solid Waste that is generated offsite, whether or not the facility is operated to recover energy.
- (iv) The term includes land affected during the lifetime of operations; including but not limited to, areas where processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, Transportation and storage facilities, closure and post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility.
- (v) The term does not include:
 - a. A Composting Facility.
 - b. Methane gas extraction from a Municipal Solid Waste Landfill.
 - c. A separation and collection center, drop-off point, or collection center for Recycling, or a source separation or collection center for composting Leaf / Yard Waste.

- d. A facility, including all units in the facility, with a total processing capacity of less than 50 tons per day.

Sewage Sludge. Municipal Solid Waste, inclusive of liquid or solid sludge and other residues (domestic in nature) from sewage collection and treatment systems; and liquid or solid sludge and other residues from septic and holding tanks from commercial, institutional, municipal, residential establishments. The term includes materials derived from Sewage Sludge. The term does not include ash generated during the firing of Sewage Sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of sewage sludge at a municipal sewage collection and treatment system, or grit, screenings, and non-organic objects from septic and holding tanks and food residuals, food coproducts, food processing wastes, food processing sludge, Food Processing Residual Waste and any other incidental material whose characteristics are derived primarily from processing agricultural products.

Source-Separated Recyclable Materials. Materials that are separated from Municipal Solid Waste at the point of origin for the purpose of recycling.

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

Ton. Two thousand (2,000) pounds.

Transfer Facility. A facility which receives and processes or temporarily stores Municipal Solid Waste or residual waste at a location other than the generation site, and which facilitates the Transportation or transfer of Municipal Solid Waste or residual waste to a disposal or processing 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.

Transportation. The off-site removal of any Municipal Solid Waste, Recyclables and Sewage Sludge at any time after generation.

Transporters Ordinance. County of Adams Municipal Solid Waste Recycling, Littering and Sewage Sludge Transportation Ordinance.

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 County

The County represents and warrants that:

- (a) Adams County is a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, and is duly authorized under Act 101 to carry on governmental functions and operations contemplated by this Agreement in accordance with the Plan Revision and implementation thereof.

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

2.2 Representations of Operator

The Operator represents and warrants to the 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) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, 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 its obligations under 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 obligations under this Agreement.
- (h) Except as disclosed on the Submittal Form for Municipal Solid Waste Disposal and Processing Services contained in the County's Request for Proposal, 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 County a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the County.

2.4 Designation as a Municipal Solid Waste Disposal/Processing Facility

In consideration of the Operator's Covenants and this Agreement, the County hereby agrees to include the Operator's Facility in its Plan as a designated municipal solid waste disposal/processing facility for Municipal Solid Waste generated within the County. The Operator acknowledges that this Agreement is nonexclusive and the County may enter into agreements with other facilities to perform the same work and services that the 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 municipal solid waste disposal industry) or similarly obligatory relationship between the County and the Operator and at no time during the term of this Agreement shall the County be obligated to deliver and dispose of municipal solid waste at the Operator's Facility.

2.5 Contractor's Performance Security

- (a) On or before the date when the Operator will begin accepting municipal solid waste from the County under the terms of the Agreement, the Operator shall submit to the County a Performance Bond as specified herein. The Performance Bond shall be held by the County as security for the faithful performance of the Operator's duties and obligations as provided by the terms of the Agreement. The Performance Bond shall be made payable to the County. The Performance Bond shall provide for continuous liability throughout the duration of the Agreement. The type and amount of the Performance Bond shall be as specified herein, and shall be subject to acceptance and approval by the County.
- (b) Under the terms and conditions stated herein, the County will accept a surety bond or an irrevocable letter of credit, or restrictive or escrow accounts as a guarantee for the Operator's performance. The County may accept a Performance Bond executed by an operator who is not the permittee in lieu of a bond executed by the permittee provided the bond meets the requirements stated herein.
 - (i) The County will only accept bonds from a surety authorized to do business in the Commonwealth of Pennsylvania when the surety bond is signed by an appropriate official of the surety. If the principal place of business of the surety is outside Pennsylvania, the surety bond must also be signed by an authorized resident agent of the surety. Attorneys-in-fact who sign the bonds must file with each bond an effectively dated copy of the surety company evidencing such agent's authority to execute the bond.
 - (ii) The bond shall be made payable to the County and provide that full payment shall be made under the bond within thirty (30) days of receipt of the County's Declaration of Forfeiture by the surety.
 - (iii) The bond shall provide that the surety and the principal are jointly and severally liable for payment of the bond amount.
 - (iv) The Operator shall provide in the bond that the amount shall be confessed by judgment, with execution occurring upon Declaration of Forfeiture in favor of the County. The confession of judgment clause shall be in accord with all requirements of law.
 - (v) The County will retain, during the term of the bond, and upon forfeiture of the bond, a property interest in the surety's guarantee of payment under the bond which may not be

affected by bankruptcy, insolvency or other financial incapacity of the operator or principal on the bond. The bond shall include provision for survivability of this property interest.

- (vi) This Agreement shall be subject to termination by the County at any time if the required bond is cancelled or the surety thereon is otherwise relieved from liability for any reason.

Determination of Performance Bond Amount

The amount of the Performance Bond that must be posted prior to or as of the Effective Date of the Agreement shall be determined as follows:

Ten percent (10%) of the total first year bid amount (the sum of Municipal Solid Waste plus Construction / Demolition waste plus Municipal Sewage Sludge) calculated as follows:

Operator's price per ton Disposal Fee (as set forth in the Submittal Form – Proposed Fee Schedule for Municipal Solid Waste Disposal and Processing Services); multiplied by 100 tons/day (average estimate); multiplied by 365 days/year; multiplied by Ten percent (10%).

Payment of Performance Bond

Unless the Operator's failure to perform is excused under the provisions of Section 9.4, Force Majeure, the County may declare a bond payable when it determines that one or more of the following has occurred:

- (a) The Operator has violated or continues to violate the terms and conditions of the bond.
- (b) The Operator fails or refuses to comply with the terms or conditions of this Agreement.
- (c) The Operator fails or refuses to furnish an acceptable replacement bond within the specified time period after receipt of a notice of cancellation for any existing bond.
- (d) The permits for the Operator's Disposal/Processing Facility(ies) under bond has/have been suspended or revoked by PADEP or other applicable permit agencies.
- (e) The Operator has become insolvent, failed in business, entered into bankruptcy or liquidation, had a receiver appointed by the Court or cannot adequately demonstrate or prove the ability to continue to comply with the duties and responsibilities required under the terms of this Agreement.

Article 3. Delivery and Disposal of Municipal Solid Waste

3.1 Delivery and Disposal of Municipal Solid Waste

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in the Submittal Form for Municipal Solid Waste Disposal and Processing Services:

- (a) The County may, at its option, cause to be delivered to the Operator's Facility during the receiving times all, part or none of the Municipal Solid Waste generated within the County.
- (b) The County, or any registered transporter, shall notify the Operator that it intends to exercise its right to deliver Municipal Solid Waste to the Operator's Facility prior to commencing the delivery of such wastes.

- (c) The Operator shall provide disposal/processing capacity as may be needed by the County for all Municipal Solid Waste generated within the geographic boundaries of the County and that the County or any registered transporter may cause to be delivered to the Operator's Facility. This may include delivery of Municipal Solid Waste on an occasional basis by individual County residents in small vehicles. The Operator and the County shall from time to time agree upon reasonable regulations. For any Municipal Solid Waste accepted, the Operator may charge a Tipping Fee which is equal to or less than the Maximum Tipping Fee.

3.2 County Registered Transporters

The County will regulate and register transporters responsible for delivering Municipal Solid Waste to the Operator's Facility, and will provide the Operator with a current list of registered transporters for the purposes of this Agreement. Except as provided in Article 3.1 (c), the Operator shall not accept Municipal Solid Waste generated within the County unless delivered by a registered transporter from the County. The Operator:

- (a) can expect registered waste transporters to comply with the notice requirement in Article 3.1.
- (b) agrees that it is reasonable to expect that, on average, registered waste transporters will not be required to wait more than thirty (30) minutes at the Operator's Facility before being able to unload.
- (c) 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/Processing of Municipal Solid 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. The Scale House operator shall be a licensed Public Weigh Master or equivalent under applicable law of all jurisdictions in which the Facility is located. If the Operator's Facility is located in-County, vehicles of all registered transporters delivering Municipal Solid Waste to the Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal/processing at the Operator's Facility. If the Operator's Facility is located out-of-County, vehicles of registered Adams County transporters and occasional Adams County individual residents delivering Municipal Solid Waste from Adams 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, origin, and weight of all waste prior to disposal at the Operator's Facility. The scale house operator shall provide such information to the County on a quarterly basis in an electronic data format. The County and its authorized agents or employees shall have the right, at its discretion, to audit the Operator's records with respect to the disposal of Municipal Solid Waste, including, but not limited to, access and the right to copy all logs, records, papers, reports and other documents pertaining to the quantities and sources of municipal solid waste accepted at the Operator's Facility for the purpose of verifying compliance with this Agreement. The Operator shall provide copies of all weight records with respect to municipal solid waste accepted which are customarily maintained by the Operator to the County. Copies of all daily weight records shall be maintained by the Operator for a period of at least five (5) years.

- (b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. The County or registered transporters may at all times have access to the scale accuracy records of the Operator. If the scale is inoperable for any reason, the registered transporters may use another certified scale of their choice, or the Operator may direct vehicles to another certified scale closest to the Operator's Facility. The Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the registered transporters, and the Operator shall use this information to invoice the registered transporters for disposal at the Operator's Facility.
- (c) The Operator, upon two (2) days notice shall permit the County and/or its employees or agents to conduct inspections of the disposal/processing facility transporters and monitor waste deliveries from the County during reasonable hours.

4.2 Receiving Time/Hours of Operation

- (a) The Operator's Facility shall be available to receive municipal solid waste during the receiving times specified in the Submittal Form for Municipal Solid Waste Disposal/Processing Services.
- (b) If the County or a registered transporter requests and the Operator agrees, a registered transporter may deliver municipal solid 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 registered transporter and the Operator.
- (c) Upon request by the County, the Operator shall use reasonable efforts to accept deliveries of Municipal Solid 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 Municipal Solid 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) Municipal Solid 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 County 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 registered transporters prior to initial waste delivery of the Operator's waste monitoring program and expected procedures and responsibilities under such program. At no time will title for said hazardous waste or unacceptable waste transfer to the County, nor will the County accept any responsibility for payment for disposal/processing of such wastes.
- (c) The Operator's Facility may not reject a load of Municipal Solid Waste from the 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 County-generated loads of Municipal Solid Waste.

4.4 Complaints

The Operator shall receive and respond to all complaints from registered transporters regarding the acceptance of Municipal Solid Waste materials at the Operator's Facility. Any complaints received by the 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, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

4.5 Title to Municipal Solid Waste

Except in the case where hazardous or unacceptable wastes are delivered to the Operator's Facility, title to the Municipal Solid 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 County with quarterly reports of all Municipal Solid Waste generated within the County and delivered to the Operator's Facility by registered transporters and occasional individual County residents. These reports shall include the totals by quarter for municipal solid waste, inclusive of C/D waste and sewage sludge. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the County, copies of said reports may be submitted to the County to comply with the Operator's reporting requirements.
- (b) Along with quarterly reports, the Operator shall provide: (i) names of registered transporters delivering loads of County-generated municipal solid 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 county regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

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

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the County and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of County-generated municipal solid 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 registered Adams County transporter or occasional individual County resident that exceeds the maximum rates for a given calendar year established by this Agreement for municipal solid waste. Nothing in this Agreement shall prevent or preclude the Operator from negotiating alternate tipping fees with any transporter 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; and (iii) any other applicable fees.
- (b) The 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 transporters 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 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.

Article 7. Insurance

- (a) The Operator shall maintain, in full force and effect throughout the term of the Agreement insurance coverages consistent with all current DEP regulations. The 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. (See attached Schedule 1)
- (b) The County shall be designated as an additional insured under all required insurance policies under this Agreement 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 8. Indemnification

8.1 The Operator or its successors and assigns shall protect, indemnify and hold harmless the County, its officers, members, employees, agents, contractors and subcontractors (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 the County indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property arising out of:

- (a) the negligence or willful misconduct, tortious activity, error or omission of 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 including any and all liabilities, claims, penalties, suits or remedial actions under the Comprehensive Environmental Resource Compensation and Liability Act of 1980 or comparable state law and the cost and expenses incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which the County may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of, or adverse effects on the environment, or any violations of governmental laws or regulations caused by the Contractor's disposal of Municipal Solid Waste pursuant to the terms of this Agreement.

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

8.2 Cooperation Regarding Claims

If either the County 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 County against the Operator pursuant to Article 8.1, that party shall immediately 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 County 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 County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the County and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Operator cannot resolve the dispute, jurisdiction for any actions under the Agreement is limited to the Court of Common Pleas of Adams County, Pennsylvania.

9.2 Events of Default by County

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

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for any of the following reasons:

- (a) Failure to accept Municipal Solid Waste from the County or its registered transporters or occasional individual 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.
- (b) (i) The Operator's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Operator under the laws of any jurisdiction, which proceeding has not dismissed within thirty (30) days, or (iii) any action or answer by the Operator approving of, consenting to or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of the Operator which shall substantially interfere with the Operator's performance under this Agreement; and
- (c) The failure of the Operator to pay amounts owed to the County under this Agreement, within thirty (30) days following the date such amounts become due, or to make such other arrangements with the County as may be mutually agreed in writing.
- (d) An Event of Default under Article 9.3 shall entitle the County to institute a legal proceeding seeking specific performance of this Agreement and/or seek liquidated damages under Sub-

section (9.3.1.a.) below, and the Operator agrees that with respect to such action brought against the Operator by the County, that the award of damages at law is not an adequate remedy for an Event of Default under Article 9.3, nor the equivalent of the performance of the Operator's obligations under this Agreement.

9.3.1 Procedures Under Event of Default by Operator

- (a) If, within a period of thirty (30) days after the Operator shall have received notice from the County that an Event of Default has occurred under Section 9.3, and the Operator has neither remedied, nor has commenced and continued to pursue with due diligence, a remedy for any such Event of Default, the County may terminate this Agreement upon ten (10) days prior written notice to the Operator unless such Event of Default is cured within such ten (10) day period.
- (b) An Event of Default of the character described in Section 9.3 (b) of this Agreement shall not require notice by the County as provided above, but shall terminate this Agreement forthwith.
- (c) If the County terminates this Agreement by reason of an Event of Default which has not been timely cured by the Operator, the County shall be entitled to recover liquidated damages as compensation for a loss which is impossible or difficult to measure, and not as a penalty, as follows:
 - (i) The average number of Tons of Available Tonnage disposed by the Designated Disposal/Processing Facility from the Effective Date to the date the County first gave written notice of default shall be calculated.
 - (ii) The average tons so calculated shall be multiplied by the number of months remaining from the County's written notice of termination of this Agreement to the tenth anniversary of the Effective Date, and
 - (iii) To determine the amount of the liquidated damages payment owed by the Operator, the total tons so calculated shall be multiplied by the difference between (A) the Operator's average per Ton Not-to-Exceed Disposal Fee under this Agreement for the years remaining from the County's written notice of termination of this Agreement to the tenth anniversary of the Effective Date, less (B) the average per ton "spot market" fee charge for disposal of municipal solid waste of the Disposal/Processing Facilities under contract within a 100 mile radius of Adams County on the date of the County's written notice of termination of this Agreement.
 - (iv) This Section 9.3 shall survive the termination of this Agreement.

9.4 Force Majeure

Neither the Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the Operator or the County and which the Operator or 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 the County within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2019. The Operator shall begin to accept waste deliveries from County 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 shall end on the tenth anniversary of that date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the County and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 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 11. Miscellaneous

11.1 Assignment

- (a) This Agreement may not be assigned by either the County or the Operator or its rights sold by Operator except with the written consent of the County or Operator or as further provided in this Article. The County may, however, contract with a third party or parties for the collection, transportation, disposal and processing of waste, and such contracting will not be interpreted as an assignment of this Agreement. Further, any municipality within the political boundaries of the County and/or any registered transporter may avail themselves of the rights of the County under this Agreement without violating the assignment provision, provided, however, that such municipalities and registered transporters will be bound by the covenants of the 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 the County and the written consent of the County.
- (b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of 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:

County: Attn: Adams County Solicitor
 Adams County Board of Commissioners
 117 Baltimore Street
 Gettysburg, Pennsylvania 17325

Operator:

Either the County 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 Solid Waste Disposal and Processing Capacity Agreement between the County and the Operator, superseding all prior disposal/processing capacity Agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. The County and Operator agree that any existing municipal solid waste disposal/processing 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 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 the 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.

11.5 Change of Ownership

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

11.6 Governing Law

This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the County and 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 County and the Operator, or as constituting the Operator the general representative or general agent of the County 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, 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.

11:13 Right to Know Law

This Agreement is subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101, *et seq.* The County is a government agency falling under the Pennsylvania Right to Know Law. All documents will be considered public documents subject to release, unless identified as a trade secret, confidential proprietary information, or falling under one of the exceptions in the Law.

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

ATTEST:

**COUNTY OF ADAMS
ADAMS COUNTY COMMISSIONERS**

Paula V. Neiman, Chief Clerk

By: _____
Randy L. Phiel, Chairman

(SEAL)

By: _____
James E. Martin, Vice-Chairman

By: _____
Marty Karsteter Qually, Commissioner

OPERATOR

Witness: _____

By: _____

Title: _____

SCHEDULE 1

Insurance Requirements

- (a) The Operator shall maintain in full force and effect through the term of this Agreement, and any renewal or extension thereof, the following types and amounts of insurance.
- (b)
 - (i) General Liability Insurance - \$1,000,000 per occurrence with an annual aggregate of \$10,000,000;
 - (ii) Professional Liability Insurance - \$1,000,000 per occurrence with an annual aggregate of \$10,000,000;
 - (iii) Environmental Impairment Liability Insurance - \$1,000,000 per occurrence with an annual aggregate of \$10,000,000;
 - (iv) Workers' Compensation Insurance Coverage A (statutory) sufficient limits and endorsements to discharge obligations under all applicable WC laws, USL & H Act, the Jones Act and Admiralty or Maritime Law. Pursuant to the Operator's existing municipal self-insurance program. Coverage B (Employers Liability - \$500,000 (Each Accident) \$500,000 (Disease - Policy Limit \$500,000 (disease - Each Employee); and
 - (v) Pollution Liability - - \$1,000,000 - \$10,000,000 per occurrence.
- (b) The Operator shall submit to the County proof of insurance coverage prior to the Effective Date. At a minimum, proof of insurance will consist of a certificate identifying the insurance company or self-insurance program in effect, the insured and facility covered, and the form, amount and term of coverage.
- (c) Each policy or program shall include the County as either a co-insured or third party beneficiary, and require a minimum of sixty (60) day written notice to the County and the Operator before any cancellation or other termination becomes effective. Coverage shall be granted to the County in the Operator's liability policies to apply on a primary basis, with the additional insured's own insurance coverage being excess. This applies to General Liability, Automobile Liability, Umbrella Liability, Pollution Liability and Protective Liability Policy.
- (d) The Operator is responsible for all liabilities and duties assumed by the Operator under the Agreement document including, but not limited to, the indemnity liability in the Agreement between the County, and the Operator and the provisions of section (c) and shall provide such protections for the County whether or not such claims, losses, liabilities or expenses are covered by insurance.
- (e) The Operator shall submit to the County, on an annual basis, a current certificate evidencing continuous coverage as part of this Agreement.
- (f) In the event the Operator terminates its municipal self-coverage program for Workers' Compensation, uninterrupted coverage shall be provided by a commercially obtained insurance policy in the statutory amount, with proof thereof being provided to the County.

#



Office of the Adams County Commissioners

117 Baltimore St., Room 201, Gettysburg, PA 17325-2391

PHONE (717) 337-9820 · FAX (717) 334-2091

Commissioners: Randy L. Phiel, James E. Martin, Marty Karsteter Qually

County Manager: Albert M. Penksa, Jr. CGFM Chief Clerk: Paula V. Neiman

Solicitor: Molly R. Mudd

COUNTY OF ADAMS MUNICIPAL SOLID WASTE, RECYCLING, LITTERING AND SEWAGE SLUDGE TRANSPORTERS ORDINANCE

ORDINANCE NO. 5 of 2018

COUNTY OF ADAMS, PENNSYLVANIA

AN ORDINANCE OF THE COUNTY OF ADAMS, PENNSYLVANIA, ESTABLISHING A SOLID WASTE HAULER REGISTRATION PROGRAM, AND A LITTER CONTROL PROGRAM, WITH BOTH TO BE ADMINISTERED BY THE ADAMS COUNTY OFFICE OF PLANNING AND DEVELOPMENT, TO APPLY TO ALL PERSONS THAT COLLECT AND TRANSPORT MUNICIPAL SOLID WASTE, RECYCLABLES AND SEWAGE SLUDGE GENERATED FROM SOURCES LOCATED WITHIN ADAMS COUNTY; PROVIDING WASTE FLOW CONTROL REQUIREMENTS TO DIRECT WASTE TO DESIGNATED DISPOSAL AND / OR PROCESSING FACILITIES; AND PROVIDING PENALTIES FOR VIOLATION OF THIS ORDINANCE.

WHEREAS, Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act, as amended, codified at 53 P.S. § 4000.101, *et seq.* requires that counties accept responsibilities related to solid waste, including the preparation and implementation of a Municipal Solid Waste Management Plan ("Plan"), that provides for the Disposal and Processing of the Municipal Solid Waste generated within their boundaries for at least a ten-year period, and ensuring maximum feasible waste reduction and recycling of Municipal Solid Waste or Source-Separated Recyclable Material; and

WHEREAS, it is the position of the Pennsylvania Department of Environmental Protection ("DEP") that counties can implement a waste flow control mechanism ensuring that the Municipal Solid Waste generated within the County is disposed at the disposal and processing facilities designated in the County Plan; and

WHEREAS, the County of Adams (“County”) has implemented waste flow control to Designated Municipal Solid Waste Disposal and Processing Facilities in all of its Plan revisions and updates, and intends to do so in this current Plan update; and

WHEREAS, the County has determined that illegal dumping and burning of solid waste in the County is an ongoing problem that has many negative impacts, including causing a threat to surface water and groundwater, creating uncontrolled litter, producing air pollution and noxious odors and diminished scenic views and enjoyment, and establishing habitat for public health vectors, and that such dumping and burning can be lessened through monitoring of waste loads smaller than those regulated by the Waste Transportation Safety Act, Act 90 of 2002, codified at 27 Pa. C.S. § 6201 – 6209; and

WHEREAS, litter is an ongoing problem in the County, with plastics and other non-biodegradable materials as well as paper, cardboard, metals, and other items causing local and downstream environmental problems, necessitating a need for a litter control program; and

WHEREAS, the County has the power and duty to adopt ordinances deemed necessary to implement the Plan and its revisions and updates, such power and authority vested in the County responsibilities contained in Section 303 of the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101 of 1988, codified at 53 P.S. § 4000.101 – 4000.1904, with Section 303 existing at 53 P.S. § 4000.303, and including requirements that all Persons must register to collect and transport Municipal Solid Waste subject to the Plan to a Municipal Solid Waste Disposal and/or Processing Facility designated by the County, per 53 P.S. § 4000.303(a).

NOW THEREFORE, be it **ENACTED AND ORDAINED** by the Commissioners of the County of Adams, Pennsylvania, and it is hereby **ENACTED AND ORDAINED** by the authority of the same, as follows:

SECTION I – SHORT TITLE

This Ordinance shall be known and referred to as the “Adams County Municipal Solid Waste, Recycling, Littering, and Sewage Sludge Transporters Ordinance.”

SECTION II – INCORPORATION

The foregoing recitals are incorporated herein to this Ordinance, and made an essential part hereof.

SECTION III – 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 90 – The Pennsylvania Waste Transportation Safety Act (Act 202 of 1990, P.L. 596, codified at 27 Pa. C.S. § 6201 – 6209).

Act 97 – The Solid Waste Management Act (Act 97 of 1980, P.L. 380, codified at 35 P.S. § 6018.101 – 6018.1003).

Act 101 – The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101 of 1988, P.L. 556, codified at 53 P.S. § 4000.101 – 4000.1904).

Air Pollution Control Act – The Act of January 8, 1960, P.L. 2119, as amended.

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

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

Composting Facility – A facility using land for processing of Municipal Solid Waste by Composting. The term includes land affected during the lifetime of the operations, including, but not limited to: areas where Composting occurs; support facilities; borrow areas; offices; equipment sheds; air and water pollution control and treatment systems; access roads; associated onsite or contiguous collection structures or systems; Transportation and storage facilities; closure and post-closure treatment and maintenance activities; other activities where the natural land surface has been disturbed as a result of, or incidental to, operation of the facility. The term does not include a facility for Composting residential municipal waste that is located at the site where the waste was generated.

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. Construction/Demolition Waste is managed as Municipal Solid Waste. The term does not include the following if they are separate from other waste and are used as clean fill:

- (i) Uncontaminated soil, rock, stone, gravel, brick and block, concrete, and used asphalt.
- (ii) Waste from land clearing, grubbing and excavation, including trees, brush stumps, vegetated material.

County – The County of Adams, or any agency or department designated as the County’s representative for the purposes of this Ordinance. The term, in context, can also refer to the geographic limits of the area in south central Pennsylvania, comprising approximately 522 square miles, situated along and to the north of the Mason – Dixon line, to the west of York County, Pennsylvania, to the east of Franklin County, Pennsylvania, south of Cumberland County, Pennsylvania, and north of both Frederick County, Maryland, and Carroll County, Maryland.

County Authorization – A written approval, document, sticker, or other formal acknowledgement, issued by the County of Adams to any transporter of Municipal Solid Waste, Recyclables and Sewage Sludge that is not required by Act 90 to obtain Pennsylvania Waste Transportation Authorization, and which transports Municipal Solid Waste in any part of the County.

County Registered Transporter – Any person, firm, partnership, corporation, public agency, or legally organized entity, that is engaged in the business, whether as a primary undertaking or secondary to some other venture (such as construction or remodeling), of collection and/or Transportation of Municipal Solid Waste, Recyclables and Sewage Sludge and is currently registered with the County pursuant to this Ordinance.

Department, or DEP – The Pennsylvania Department of Environmental Protection.

Designated Disposal Site – A facility contracted by the County to receive municipal solid waste, construction/demolition and sewage sludge waste.

Designated Municipal Solid Waste Disposal or Processing Facility – A Municipal Solid Waste Disposal or Processing Facility or Facilities, which have entered into a Municipal Solid Waste Disposal Capacity Agreement with Adams County and are designated in the Adams County Municipal Solid Waste Management Plan for the receipt and processing or disposal of Adams County Municipal Solid Waste. Transfer Stations shall be separately regulated under the Adams County Municipal Waste Disposal or Processing Transfer Station Agreement.

Disposal – The deposition, injection, dumping, spilling, leaking, or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters into the environment, is emitted into the air, or is discharged to the waters of the Commonwealth of Pennsylvania.

Food Processing Residual Waste – An incidental organic material generated by processing agricultural commodities for human or animal consumption. The term includes food residuals, food coproducts, food processing wastes, food processing sewage sludge, and any other incidental material whose characteristics are derived from processing agricultural products.

Industrial Establishment – Any establishment engaged in manufacturing, production or processing activities; including, but not limited to factories, foundries, mills, processing plants, refineries, mines, and slaughterhouses.

Institutional Establishment – Any establishment or facility engaged in providing services to persons, as contrasted to an Industrial Establishment, including, but not limited to, hospitals, nursing homes, schools and universities.

Leaf/Yard Waste – Leaves, garden residues, shrubbery and tree trimmings, grass clippings, and similar material. Leaf/Yard Waste does not include Food Processing Residual Waste.

Littering – The act, whether active or passive, of the spreading or releasing of any portion or amount of Municipal Solid Waste from a vehicle authorized to transport Municipal Solid Waste, such that the spread or released portion of Municipal Solid Waste is placed on the roadbed or real property of another, where the roadbed or real property was not designated to receive such Municipal Solid Waste, and where the vehicle operator, passenger, or company operating the vehicle did not promptly collect all of the spread or released Municipal Solid

Waste. It is understood that this term refers to the loss of garbage as provided for under the Pennsylvania Vehicle Code at 75 Pa. C.S. § 4903, the depositing of waste as provided for under the Vehicle Code at 75 Pa. C.S. § 3709; and also embraces the concept contained in Scattering Rubbish, as that crime is defined in Title 18 of Pennsylvania Consolidated Statutes at 18 Pa. C.S. § 6501. Such spread or released Municipal Solid Waste may also be referred to as “litter.”

Marketed – The transfer of ownership of recyclable materials for the purpose of recycling the materials into a new product or use.

Municipality – Any local municipal government within Adams County. The term includes any city, borough, township, county, or an authority created by any of the foregoing.

Municipal Solid Waste – Any garbage, refuse, industrial lunchroom or office waste; and other material including solid, liquid, semisolid, or contained liquid or 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 The Solid Waste Management Act (Act 97) from any municipal, commercial or institutional water supply treatment plant, wastewater treatment plant, or air pollution control facility. Food Processing Residual Waste which can be beneficially used in normal farming operations meets the definition of residual waste and is not a Municipal Solid Waste. The term does not include any source-separated recyclable materials. For the purposes of this Ordinance, the term “Municipal Solid Waste” shall include all types of Municipal Solid Waste, except infectious and chemotherapeutic waste, since all haulers of infectious and chemotherapeutic waste are licensed and / or regulated by the DEP under special regulations.

Municipal Solid Waste Disposal Capacity Agreement – an agreement or contract by and between Adams County and a Designated Municipal Solid Waste Disposal or Processing Facility (herein defined) for the final disposal of Municipal Solid Waste in accordance with Act 101.

Municipal Solid Waste Disposal or Processing Facility – A facility using land for disposing or processing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations; including, but not limited to areas where Disposal or Processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, Transportation and storage facilities, closure, post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility.

Municipal Solid Waste Disposal or Processing Transfer Station Agreement – an agreement or contract by and between Adams County and a Transfer Station requiring all municipal solid waste, inclusive of construction/demolition and sewage sludge waste generated within Adams County to be disposed of or processed at Designated Municipal Solid Waste Disposal or Processing Facilities.

Municipal Solid Waste Landfill - A facility using land for disposing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations; including but not limited to,

areas where Disposal or Processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, Transportation and storage facilities, closure and post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility. The term does not include a Construction/Demolition Waste landfill or a facility for the land application of Sewage Sludge.

Municipal Solid Waste Management Plan (“Plan”) - A comprehensive plan for an adequate Municipal Solid Waste management system, developed in accordance with 25 Pa. Code § 272.201 – 272.261, Subchapter C (relating to municipal waste planning).

Pennsylvania Waste Transportation Authorization – A grant of authority issued to Municipal Solid Waste and residual waste transporters under the waste transportation safety program established by Act 90, and specified at 27 Pa. C.S. § 6204.

Person – 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.

Plan Revision – A change that affects the contents, terms, or conditions of a Department-approved Municipal Solid Waste Management Plan under the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101), and 25 Pa. Code § 272.201, et seq.

Recyclables – All metals, glass, paper, leaf waste, plastics, and other materials which would otherwise be disposed or processed as Municipal Solid Waste that are collected, separated, or recovered for sale, reprocessing or reuse.

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 Solid Waste; or the mechanized separation and treatment of Municipal Solid Waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.

Recycling Facility – A facility employing a technology that is a process that separates or classifies Municipal Solid Waste, and creates or recovers reusable materials that can be sold to, or reused by, a manufacturer as a substitute for, or a supplement to, virgin raw materials. The term does not include Transfer Facilities, Municipal Solid Waste Disposal or Processing Facilities, Composting Facilities, or Resource Recovery Facilities.

Resource Recovery Facility:

- (i) A processing facility that provides for the extraction and utilization of materials or energy from Municipal Solid Waste.
- (ii) The term includes a facility that mechanically extracts materials from Municipal Solid Waste, a combustion facility that converts the organic fraction of Municipal Solid

Waste to usable energy, and a chemical and biological process that converts Municipal Solid Waste into a fuel product.

- (iii) The term includes a facility for the combustion of Municipal Solid Waste that is generated offsite, whether or not the facility is operated to recover energy.
- (iv) The term includes land affected during the lifetime of operations; including but not limited to, areas where processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, Transportation and storage facilities, closure and post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility.
- (v) The term does not include:
 - a. A Composting Facility.
 - b. Methane gas extraction from a Municipal Solid Waste Landfill.
 - c. A separation and collection center, drop-off point, or collection center for Recycling, or a source separation or collection center for composting Leaf / Yard Waste.
 - d. A facility, including all units in the facility, with a total processing capacity of less than 50 tons per day.

Sewage Sludge – Liquid or solid sludge and other residues (domestic in nature) from sewage collection and treatment systems; and liquid or solid sludge and other residues from septic and holding tanks from commercial, institutional, municipal, residential establishments. The term includes materials derived from Sewage Sludge. The term does not include ash generated during the firing of Sewage Sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of sewage sludge at a municipal sewage collection and treatment system, or grit, screenings, and non-organic objects from septic and holding tanks and food residuals, food coproducts, food processing wastes, food processing sludge, Food Processing Residual Waste and any other incidental material whose characteristics are derived primarily from processing agricultural products.

Source-Separated Recyclable Materials – Materials that are separated from Municipal Solid Waste at the point of origin or generation for the purpose of Recycling.

Storage – The containment of any Municipal Solid Waste on a temporary basis in such a manner as not to constitute Disposal of such waste. It shall be presumed that the containment of any Municipal Solid Waste in excess of one year constitutes Disposal. This presumption can be overcome by clear and convincing evidence to the contrary.

Street – A strip of land, including the roadbed and entire right-of-way, intended for use as a means of vehicular and pedestrian movement or circulation; including any street, avenue, boulevard, road, highway, freeway, parkway, lane, alley, viaduct, or any and all other surfaces and ways used, or intended to be used, by automotive and other vehicular traffic or pedestrians, whether public or private.

Transfer Station Facility – A facility which receives and processes, or temporarily stores, Municipal Solid Waste or residual waste at a location other than the generation site, and which facilitates the Transportation or transfer of Municipal Solid Waste or residual waste to a Disposal or Processing 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, such as: clear glass, colored glass, aluminum, steel and bimetallic cans, high-grade office paper, newsprint, corrugated paper, and plastics.

Transportation – The off-site removal of any Municipal Solid Waste, Recyclables and Sewage Sludge at any time after generation.

Transporter – Any person, firm, partnership, corporation, business or public agency who is engaged in the business of collection and/or Transportation of Municipal Solid Waste, Recyclables and Sewage Sludge.

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

SECTION IV – STANDARDS FOR COLLECTION AND TRANSPORTATION

All Transporters operating within the County must comply with the following minimum standards and regulations:

- A. All trucks or other vehicles used for collection and Transportation of Municipal Solid Waste must comply with the requirements of Act 97, Act 90, and Act 101, the Pennsylvania Vehicle Code, 75 Pa. C.S. § 101, *et seq.*, as currently enacted or hereafter amended, and Department regulations adopted pursuant to Act 97, Act 90, and Act 101, including those contained in the Pennsylvania Code at 25 Pa. Code. § 285.101 – 285.225, entitled Subchapter B, Regulations for the Collection and Transportation of Municipal Solid Waste, as those regulations currently exist or may hereafter be amended, and any successor laws or regulations amending any of the foregoing authorities.
- B. All collection and transportation vehicles conveying Municipal Solid Waste, Recyclables and Sewage Sludge shall be operated and maintained in a manner that will prevent creation of a nuisance or a hazard to public health, safety, and welfare.
- C. All collection and transportation vehicles conveying putrescible Municipal Solid Waste, Recyclables and Sewage Sludge shall be watertight and suitably enclosed to prevent leakage, roadside littering, attraction of vectors and the creation of odors and other nuisances, or a hazard to public health, safety, and welfare.
- D. All collection and transportation vehicles conveying non-putrescible Municipal Solid Waste, Recyclables and Sewage Sludge shall be suitably enclosed or covered to prevent roadside litter, and other nuisances, or a hazard to public health, safety, and welfare.

- E. All collection and/or transportation vehicles conveying Municipal Solid Waste, Recyclables and Sewage Sludge shall bear signs identifying the name and business address of the Person or Municipality which utilize said vehicle in the collection and/or Transportation of Municipal Solid Waste, Recyclables and Sewage Sludge and display the specific type of Municipal Solid Waste, Recyclables and Sewage Sludge transported by the vehicle. All such signs shall have lettering, which is at least six (6) inches in height as required by Act 101, and the regulations adopted pursuant thereto.
- F. All collection and transportation vehicles and equipment used by Transporters shall be subject to inspection by the County or its authorized agents to determine compliance with the requirements of this section at any reasonable hour without prior notification.
- G. All Transporters must transport municipal solid waste to designated disposal site or processing facilities.
- H. Any Transfer Station Facility receiving Municipal Solid Waste generated from within Adams County shall enter into a Municipal Solid Waste Disposal or Processing Transfer Station Agreement with Adams County.

SECTION V – REGISTRATION REQUIREMENTS (EXEMPTING INDIVIDUALS HAULING ONLY THEIR OWN SOLID WASTE, RECYCLABLE, AND SEWAGE SLUDGE)

- 1. No person shall collect, remove, haul, or transport any Municipal Solid Waste, Recyclables and Sewage Sludge originating in Adams County through, or upon, public or private streets, alleys, highways, by-ways, avenues, and any public or private easement through any of the various municipalities within Adams County without first registering with the County of Adams in accordance with the provisions of this Ordinance. Any person transporting or hauling only their own Municipal Solid Waste, Recyclables and Sewage Sludge shall be exempt from this registration requirement but shall dispose of Municipal Solid Waste at a Designated Municipal Solid Waste Disposal or Processing Facility.
- 2. Any person who desires to collect, haul, or transport Municipal Solid Waste, Recyclables and Sewage Sludge within Adams County shall register for the first time at least thirty (30) days before beginning collection and/or transporting of Municipal Solid Waste, Recyclables and Sewage Sludge in the County.
- 3. Any person who desires to collect, haul, or transport Municipal Solid Waste, Recyclables and Sewage Sludge within Adams County shall submit a copy of its Pennsylvania Waste Transportation Authorization application and a copy of the Authorization to the County at the time of registration.
- 4. Any person who desires to collect, haul, or transport Municipal Solid Waste, Recyclables and Sewage Sludge within Adams County that is not required by Act 90 to obtain Pennsylvania Waste Transportation Authorization, must complete the full registration form. At the time of registration, all information required by the registration form must be provided to obtain County approval. The County shall have a minimum period of thirty

(30) calendars days to review any authorization application and take approval or denial action.

5. The County shall designate specific Disposal or Processing Facilities where Transporters may transport and dispose of any Municipal Solid Waste collected from sources within Adams County. No person shall dispose of Municipal Solid Waste collected within Adams County, except at an approved Municipal Solid Waste Disposal or Processing Facility. The County shall not designate specific facilities for the Processing and/or marketing of Recyclables or Disposal/Processing of Sewage Sludge.
6. Registration and authorization fees may be assessed and charged to a Transporter by the County from time to time as permitted by law.
7. The registration form, which will be supplied by the County, shall state the Disposal or Processing Facilities that the applicant intends to use for the purpose of Disposal or Processing of Adams County Municipal Solid Waste and Sewage Sludge, as well as the recycling facilities or end-use facilities where Adams County Recyclables are marketed. The registration form shall set forth the minimum information required to establish the applicant's qualifications to collect and transport Municipal Solid Waste, Recyclables and Sewage Sludge; including but not limited to:
 - a. Names, together with actual mailing address of business location of the applicant.
 - b. Name and telephone number of a contact person.
 - c. List of all collection vehicles to be used for the collection and transport of Municipal Solid Waste, Recyclables and Sewage Sludge and the Pennsylvania Waste Transportation Authorization identification number for each, if any. This list shall include the vehicle identification information and the vehicle license number for each vehicle.
 - d. List of all collection vehicles to be used for the collection and transport of Municipal Solid Waste, Recyclables and Sewage Sludge to be covered under the County authorization rather than Pennsylvania Waste Transportation Authorization. This list shall include the vehicle identification information and the vehicle license number for each vehicle.
 - e. The company tax identification number and the certificate(s) of insurance to present evidence that the applicant has valid liability, automobile, and workmen's compensation insurance as required by state law.
 - f. List of the types of Municipal Solid Waste, Recyclables and Sewage Sludge collected and transported.
8. Any person who desires to collect, haul, or transport Municipal Solid Waste, Recyclables and Sewage Sludge within Adams County, and who is currently registered, shall submit a registration renewal application and, if applicable, an authorization

renewal to the County at least sixty (60) days prior to the expiration date of their existing registration if renewal of the registration and authorization is desired.

9. No new registration or authorization renewal shall be approved and issued by the County to any person who fails to satisfy the standards and requirements of this Ordinance.
10. Written complaints filed by residents or County-designated facilities may result in the delay or denial of authorization renewal.

SECTION VI – LITTER CONTROL PROGRAM

There is established in the County a litter control program, relying on authority contained in Act 101, at 53 P.S. § 4000.303, and the implied grant of authority contained at 75 Pa. C.S. § 4903 (g). The litter control program consists of the following:

1. The County shall use information concerning illegal dumping and burning, citations for littering, and other information, in support of Municipality recycling efforts, such as municipal recycling programs provided for at 53 P.S. § 4000.1501.
2. With regard to local dumping and the unregulated burning of solid waste, the County will assist municipalities in investigations related to illegal dumps and open burning.
3. County staff will support municipalities in making application for grants for recycling, waste reduction, litter control, and similar efforts.
4. A vehicle registration measure for vehicles not included within the ambit of Act 90 will be used for ensuring all waste generated in the County is disposed of in a proper, appropriate and legal manner.
5. The Solid Waste Advisory Committee existing under Act 101 will be used as a community-based resource to evaluate, review, and consider different efforts toward lessening litter. Other coordinated community efforts through regional organizations, such as township and borough associations, as well as the Adams County Council of Governments, will be evaluated for potential planning, awareness, and related litter control measures.
6. The plan will be reviewed annually for possible modification and updating. Publications and media efforts in support of the litter control plan, will also be considered.

SECTION VII – PROHIBITED ACTIVITIES

1. It shall be unlawful for any person to collect and/or transport Municipal Solid Waste, Recyclables and Sewage Sludge from any sources within Adams County in a manner that is not in accordance with the provisions of this Ordinance, and the standards and requirements established in Chapter 285 of the DEP's Municipal Waste Management Regulations (as amended), or any other applicable state law.

2. It shall be unlawful for any person to transport any Municipal Solid Waste, Recyclables and Sewage Sludge collected from sources located within Adams County to any disposal or processing facility, other than the facilities that are designated disposal facilities under the approved Adams County Act 101 Municipal Solid Waste Management Plan. The following types of Municipal Solid Waste and materials are exempt from this sub-section:
 - a. Transporters of regulated medical waste shall be exempted from use of the designated disposal or processing facilities.
 - b. Transporters of Sewage Sludge and/or septage shall be exempted from use of the designated disposal or processing facilities if proof of a DEP approved land application site, permitted wastewater treatment facility, or approved Composting/Processing Facility is provided.
 - c. Transporters of Recyclables shall be exempted from use of the designated disposal or processing facilities, but must provide proof that the Recyclables are transported to a Recycling Facility or marketed for end-use.

SECTION VIII – EXEMPTED ACTIVITIES

1. Municipalities and municipally-owned vehicles participating in municipally sponsored clean-up days shall not be subject to the provisions of this Ordinance with respect to standards for collection and Transportation, registering, prohibited activities, reporting requirements, or penalties during the time that such vehicles or municipalities are engaged in those municipally sponsored clean-up activities, but shall be required to transport the regulated material to designated disposal sites or processing facilities.
2. The Transportation of Municipal Solid Waste, Recyclables and Sewage Sludge collected and/or transported by the individuals generating such waste and materials and not an independent contractor, shall be required to transport the regulated materials to designated disposal sites or processing facilities.

SECTION IX – REPORTING REQUIREMENTS

1. All County Registered Transporters shall promptly report to the County any significant changes in collection vehicles or equipment covered under the authorization, and / or insurance changes.
2. All County Registered Transporters shall maintain current, up-to-date records of the customers serviced within Adams County. Such records and customer lists shall be subject to inspection and must be made available for view to the County or its authorized agents upon request.
3. Each County Registered Transporter shall prepare and submit on forms provided by the County, a typewritten or legibly printed annual report to the Adams County Office of

Planning and Development before the last day of January of the next year. At a minimum, the following information shall be included in each report.

- a. The total weight of each type of Municipal Solid Waste, Recyclable and Sewage Sludge collected from all sources located in Adams County during each month of the reporting period;
- b. The name of each Disposal or Processing Facility and / or material recovery or end-market the hauler used during the reporting period and the total weight of each type of Municipal Solid Waste, Recyclable and Sewage Sludge that was delivered to each site during the reporting period;
- c. The name of each Municipality in Adams County in which the hauler collected Municipal Solid Waste, Recyclables and Sewage Sludge from any source during the reporting period; and
- d. A summary for each Municipality of the total weight of each type of Municipal Solid Waste, Recyclables and Sewage Sludge collected from each Municipality during the reporting period.

SECTION X – PENALTIES

1. Any person who violates any provision of this Ordinance shall, upon conviction, be guilty of a summary offense punishable by a fine of not more than one thousand dollars (\$1,000), or by imprisonment for a period of not more than ten (10) days, or both. 16 P.S. § 509. Each incident shall be considered a separate and distinct offense punishable under the provisions of this Ordinance.
2. The County shall have the right at any time to suspend or revoke the County-issued authorization of any Adams County Registered Transporter for any of the following causes:
 - a. Falsification or misrepresentation of any statements in any authorization application.
 - b. Lapses or cancellation of any required insurance coverages.
 - c. Collection and/or Transportation of any Municipal Solid Waste, Recyclable and Sewage Sludge in a careless or negligent manner or any other manner that does not comply with the requirements of this Ordinance.
 - d. Transportation and Disposal/Processing of any Municipal Solid Waste collected from sources within Adams County at any site other than those Disposal or Processing Facilities designated by the County.
 - e. Failure to meet the specific reporting requirements outlined in this Ordinance.

- f. Violation of any part of this Ordinance, any other applicable County ordinances, or other applicable Pennsylvania laws or regulations.

SECTION XI – INJUNCTIVE POWERS

The County, or its designated agency or representative, may petition the Court of Common Pleas of Adams County for an injunction, either mandatory or prohibitive, or temporary or permanent, in order to enforce any of the provisions of this Ordinance.

SECTION XII – 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 XIII – CONFLICT AND REPEAL

Any ordinances or resolutions, or any part of any ordinances or resolutions, which conflict with this Ordinance, are hereby repealed insofar as the same is specifically inconsistent with this Ordinance. The Waste Management and Recycling Ordinance of Adams County and the Adams County Municipal Waste Management Hauler Regulations are specifically repealed by this Ordinance.

SECTION XIV – EFFECTIVE DATE

This Ordinance shall be effective November 1, 2018, at 12:01 a.m., and shall remain in effect until the expiration of the appropriate enabling legislation, or amendment thereof, or by appropriate action of the Commissioners.

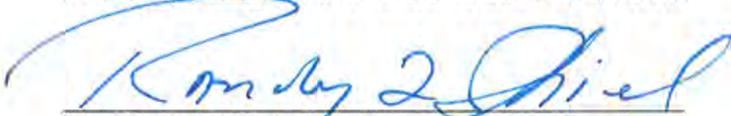
DULY ENACTED AND ORDAINED, in a public meeting duly convened, this 31st day of October 2018.

ATTEST:



Paula V. Neiman, Chief Clerk

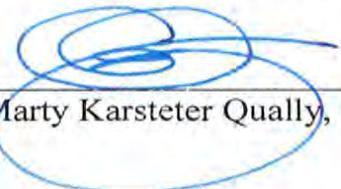
ADAMS COUNTY COMMISSIONERS



Randy L. Phiel, Chairman



James E. Martin, Vice Chairman



Marty Karsteter Qually, Commissioner

APPENDIX C: Processing Facility Agreement

C-1 Transfer Station Agreement

ADAMS COUNTY
MUNICIPAL SOLID WASTE DISPOSAL/PROCESSING
TRANSFER STATION AGREEMENT
BETWEEN

_____ Transfer Station and Adams County, Pennsylvania

In accordance with the Adams County Municipal Solid Waste Management Plan (hereinafter "The Plan") and the County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance, which require all municipal solid waste, inclusive of construction/demolition and sewage sludge waste generated within Adams County to be disposed/processed at designated disposal or processing facilities contracted with Adams County and contained in the Plan.

This Agreement made this _____ day of _____, 20____ by and between the County of Adams, a fifth class county and political subdivision organized and existing under the laws of the Commonwealth of Pennsylvania, with place of business at 117 Baltimore Street, Gettysburg PA 17325; and _____ ("Transfer Station"). By signing this Agreement, Transfer Station acknowledges that all municipal solid waste, inclusive of construction/demolition and sewage sludge waste that it receives at its transfer station facility, that is generated within the boundaries of Adams County, and that is to be disposed or processed, shall be delivered to a designated municipal solid waste disposal or processing facility contracted with Adams County and contained in The Plan.

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

Further, Transfer Station shall accurately track and report to the disposal or processing facility(ies) that the waste is delivered to, on a per-load basis, and to Adams County on a quarterly basis, the types and quantities of municipal solid waste, construction/demolition and sewage sludge waste accepted and transferred by Transfer Station from Adams County to each designated disposal site or processing facility(ies).

This Agreement will take effect on January 1, 2019, and remain in effect for a 10-year period through December 31, 2028. If a designated disposal site or processing facility should decide to no longer accept municipal solid waste from Adams County, or if additional disposal or processing facilities are approved and added to The Plan, Transfer Station must discontinue use of (in the case of a facility that terminates service to Adams County), or may begin utilizing (in the case of newly designated facilities) such services.

IN WITNESS WHEREOF, Adams County has caused this Municipal Solid Waste Disposal/Processing Transfer Station Agreement to be executed as of the date and year first written.

ATTEST:

COUNTY OF ADAMS

ADAMS COUNTY COMMISSIONERS

Paula V. Neiman, Chief Clerk

(SEAL)

By: _____

Randy L. Phiel, Chairman

By: _____

James E. Martin, Vice-Chairman

By: _____

Marty Karsteter Qually, Commissioner

By: _____

Authorized Signature on behalf of

Transfer Station

APPENDIX D: Sewage Surveys

D-1 Municipal Biosolids Surveys

D-2 Non-Municipal Septage Surveys

2011 Adams County Biosolids Survey - Results

Municipal WWTP	Design Capacity (mgd)	2010 Average Plant Flow (mgd)	2010 Biosolids Generated	Disposal Method	Cost	Comments on Project
Abbottstown - Paradise Joint SA 259-9120	0.350	not provided	11,000 gal/wk	Hauled to Springettsbury Twp WWTP & Land Application	\$.13/gal WWTP .06/gal Land Appl	Interested
Arendtsville SA 677-9300	0.140	0.083	228,000 gal/yr (~4,385 gal/wk)	Dewatered, hauled by Peck's	\$11,400/yr (\$.05/gal)	Not Interested
Bermudian Springs School District 528-4113, ext 2771	0.030	0.008	5,000 gal/wk	Hauled by Peck's	\$.085/gal	Interested
Berwick Twp SA 339-0612	0.300	0.074	273,000 gal/yr (~5,250 gal/wk)	Hauled to Springettsbury Twp WWTP	\$29,000/yr (\$.10/gal)	Interested
Biglerville Boro SA 677-8802	0.370	0.145	Dewatered - 3 wet tons/wk	Landfilled at Mountain View Reclamation	\$131.00/wet ton	Interested (liquid)
Bonneauville STP 334-2616	0.550	0.225	11,000 gal/wk	Hauled by Synagro	\$.0691/gal	Interested
Carroll Valley Boro SA 642-5571	0.140	not provided	Dewatered - .00417 wet tons/wk	Hauled to Harrisburg WWTP	\$330.00/wet ton	Interested
Cumberland Twp SA - South Plant 334-1526	0.650	0.270	3,500 gal/wk	Land Application	\$.01/gal	Interested
East Berlin SA 259-8370	0.400	0.104	4,385 gal/wk	Hauled by Kline's to WWTP (location not specified)	\$1,627.50/load	Not expressed
Fairfield Sewer Authority 642-6557	0.175	0.176	2,500 gal/wk	Hauled to Harrisburg Advanced WWTP	\$.62/gal	Interested
Flatbush Golf Course 359-7125	<.05	0.00025	.25 gal/wk	Hauled to WWTP (not specified)	not provided	Not expressed
Franklin Twp WWTP 321-5212	0.200	new	312,000 gal/yr 6,000 gal/wk	Hauled by Peck's	not provided	Interested
Gettysburg MA 334-6738	2.45 - 3.0 Aug 2012	1.400	28,650 gal/wk	Hauled to Springettsbury Twp WWTP	\$.09/gal	Interested

Municipal WWTP	Design Capacity (mgd)	2010 Average Plant Flow (mgd)	2010 Biosolids Generated	Disposal Method	Cost	Comments on Project
Hamilton Twp SA 259-7237	0.0022	0.0009	100 gal/wk	Hauled to Springettsbury Twp WWTP	not included	Will convert to pumping station, to Berwick
Hamiltonban Twp SA 642-8509	0.050	.0018 - .0024	12,575 gal/yr (~242 gal/wk)	Hauled elsewhere	\$1,383.25/yr (\$.11/gal)	Not expressed
Hanover Boro WWTP 633-6673	5.500	4.154	Dewatered - 54 wet tons/wk	Land Application	\$46.49/wet ton \$145,500/yr	Not expressed
Lake Meade MA 259-9998	0.350	0.135	6,358 gal/wk	Hauled by Peck's	\$.053/gal	Interested
Little Washington WWTP (Links at Gettysburg) 610-645-4215	not provided	0.0155	1,500 gal/wk	Hauled to Pottstown WWTP	\$.1115/gal	Interested
Littlestown WWTP 359-5636	1.0 - 2.4	0.5390	Dewatered - 10.4 tons/wk	Hauled to Modern Landfill	\$68/wet ton	Not Interested
Morton Buildings 624-8000	0.0026	0.0004	20 gal/wk	Hauled to Harrisburg Advanced WWTP	\$.118/gal	Not expressed
New Oxford MA 624-9399	1.228	1.000	Dewatered - 22.18 wet tons/wk	Hauled by Synagro	\$50.22/wet ton	Project Host
Possum Valley MA 677-8551	0.120	0.077	88,200 gal/yr (~1,696 gal/wk)	Hauled by Peck's	\$10,855.40/yr (\$.1231/gal)	No interest
Reading Twp MA 479-0843	0.330	not provided	~1,829 gal/wk	Hauled by Peck's	\$.053/gal	Not expressed
Round Top Campground 334-9565	0.042	0.012	1,569 gal/wk	Hauled by Smith's Sanitary Service	\$.05/gal	Not expressed
White Run Regional MA 334-7476	0.330	0.150	7,500 gal/wk	Land Application	not provided	Interested
York Springs MA 528-7955	0.120	0.069	2,280 gal/wk	Hauled by Peck's	not provided	Interested

2015 Adams County Biosolids Survey - Results

as of: 11/17/2015

Municipal WWTP	Design Capacity (mgd)	2014 Average Plant Flow (mgd)	5 Yr Avg (mgd)	Projected 2020 Avg (mgd)	Biosolids Generated	Disposal Method	Cost
Abbottstown - Paradise Joint SA 259-9120	0.350	0.185	0.179	0.210	12,000 gal/wk	Land Appl - Leatherman Farm WWTF - Springettsbury Twp	Land - .06/gal \$21,341/yr WWTF - .094/gal \$53,508/yr
Berwick Twp WWTP 634-9641	0.450	0.087	0.082	0.100	4125 gal/wk	Land Appl - Smith Disposal Fac. WWTF- Springettsbury Twp	.1/gal \$21,500/yr
Bonneauville STP 334-2616	0.550	0.291	0.299	0.315	11,000 gal/wk	Land Appl - Synagro, Jerry Leib, Dover	.0691/gal
Carroll Valley Boro SA 642-5571	0.140	0.082	0.090	0.088	5,000 gal/wk	WWTF - Capital Region Water	\$10,800/yr
Cumberland Twp SA - South Plant 334-1526	0.650	0.293	0.278	0.338 (2019)	12,000 gal/wk	Land Appl - Waybright & Woerner Farms	.025/gal
East Berlin Sewer Authority 752-4985	0.243	0.177	0.155	0.167	4,846 gal/wk	WWTP - Springettsbury	n/a
Fairfield Sewer Authority 642-8317	0.300	0.209	0.193	.203 (2019)	2,500 gal/wk	WWTF - Capital Region Water	.053/gal
Franklin Twp WWTP 253-0920	0.200	0.048	0.047	0.069	1,200 gal/wk	Land Appl - Pecks, appv'd sites	.09/gal \$5,000/yr
Gettysburg MA 334-6738	3.000	1.839	1.693	1.871	Liquid - 105,000 gal/wk Dewatered- 22 wet tons/wk	Land Appl - Offutt, Woerner & Martin Farms	\$80/wet ton

Municipal WWTP	Design Capacity (mgd)	2014 Average Plant Flow (mgd)	5 Yr Avg (mgd)	Projected 2020 Avg (mgd)	Biosolids Generated	Disposal Method	Cost
Hamiltonban Twp SA PA American Water 357-0387	0.050	0.022	0.020	0.022	n/a	Land Appl - Pecks, appv'd sites	n/a
Lake Meade MA 259-9998	0.350	0.123	0.129	0.131	8,721 gal/wk	Land Appl & WWTF - Pecks, appv'd sites	0.53/gal \$24,035/yr
Little Wash'tn Wastewater Links at Gbg WWTP Aqua PA Wastewater 860-6805	0.060	0.016	0.016	0.020	1,450 gal/wk	WWTF - Norristown WWTP	.1378/gal
Littlestown WWTP 359-5636	1.000	0.5430	0.5180	0.5410	Dewatered 5.66 wet tons/wk	Modern Landfill	Wet Tons \$.92/ton
NOMA 624-3508	1.7880	1.0320	1.0280	1.0650	Liquid - 135,000 gal/wk Dewatered - 26.4 wet tons/wk	Modern Landfill Land Appl -Synagro	n/a
Possum Valley MA 677-8551	0.120	0.079	0.072	0.084	2,000 gal/wk	Land Appl - Pecks, appv'd sites	.10/gal
Tyrone Twp WWTP 339-7780	0.064	0.018	0.020	0.025	1,100 gal/wk	WWTF - Pecks	.09/gal \$5,148/yr
White Run Regional MA 334-7476	0.330	0.180	0.160	0.300	5,200 gal/wk	Land Appl- Schaefer & Stair Farms	n/a
York Springs MA 528-7955	0.120	0.073	0.076	0.082	3.300 gal/wk	Land Appl - Pecks, appv'd sites	.05/gal

2018 Adams County Biosolids Survey - RESULTS

Company Name	Facility WW Rec'vd from	WWTP - per mgd				SL Quantities				Method for SL Disposal				
		Cap.	2017		2025	Liquid		Dewatered		Landfill Facility	Land Appl # Sites	Inciner'n Facility	WWTF Name	Other
			Avg	5-yr Avg		Avg	Avg Gal/Wk	Avg % Solid	Avg Wet Ton/Wk					
Abbottstown - Paradise JSA 717-259-9120	Abbottstown Boro, Paradise, Berwick, Hamilton	0.35	0.1543	0.1715	0.21	15,220	1.14				Leatherman Farm		STWWTF	
Aqua PA Wastewater 570-648-5783 x55504	Mt Joy Twp, Links at Gbg	0.06	0.0235	0.019	0.039	1350	2							SL Hlr - US Envrnmntl
Anchor Estates MHP 717-367-5109	Anchor Estates MHP, Goldenville Estates MHP	0.021	0.009	0.009	0.009	900	1.2				Peck's Septic			
Berwick Twp 717-632-1829	Berwick Twp	0.45	0.086	0.086	0.095	8400	0.5				Smith's Septic Hlg		Springettsbury WWTP	
Biglerville Boro SA 717-677-8802	Biglerville Boro, Butler Twp	0.37	0.194	0.211	0.22	5,500	2	0.75	12.5	Mtn View Reclamation 25%	Peck's Septic 75%			
Bonneauville Boro 717-752-7150	Bonneauville Boro, Mt Pleasant Twp	0.55	0.279	0.28	0.296	11,000	2				Synagro hauls/disp SL			
Calvary Heights MHP 717-353-0990	own wells	0.025	0.004	same	same	?	0.08					Harrisburg		
Carroll Valley Boro 717-642-8269	Carroll Valley	0.14	0.127	0.097	unk	5000	2						Capital Region Water	
Castle Hill MHP 717-635-2437	n/a	0.012	0.00506	0.00496	<.012	as needed	50				Smith's Septic - hlr/applr			
Cumberland Twp Authority 717-334-1526	Cumberland	0.65	0.255	0.261	0.5	28,350					Waybright Farm			
East Berlin Boro 717-465-4529	EB Boro	0.243	0.111	0.158	0.192	8	2						Sprgtsbry WWTP	
Fairfield MA 717-642-6557	Fairfield Boro, Hamiltonban Twp	0.3	0.15	0.177	0.195	2,405	2						Capital Region Wtr Adv WWTF	
Gettysburg MA 717-334-6738	Gbg Boro, Straban Twp, Cumberland Twp	3	1.5	1.63	1.8			50	21		3 - Woerner Farm, Offutt Farm, Martin Farm			

Company Name	Facility WW Rec'vd from	WWTP - per mgd				SL Quantities				Method for SL Disposal				
		Cap.	2017	5-yr Avg	2025	Liquid		Dewatered		Landfill Facility	Land Appl # Sites	Inciner'n Facility	WWTF Name	Other
			Avg		Avg	Avg	Avg	Avg Gal/Wk	Avg % Solid					
Hamilton Twp 717-259-7237	Oxford Twp, New Oxford Boro, Hamilton Twp													
Littlestown Boro 717-359-5636	Littlestown Boro, Germany Twp, Union Twp	1	0.492	0.521	0.562			8.74	18.5	Modern LF				
New Oxford Municipal Authority (NOMA) 717-624-9399	New Oxford Boro, Oxford Twp, Hamilton Twp	permitted- 1.788; design - 2.682	1.017	1.046	1.221			32	20	Modern LF, as needed	Utilize Synagro, over 50 sites			
Pine Run MHP 717-747-4047	Hamilton Twp		0.0087	0.011	0.011	254.75	1.09				Smith's Disp PABIG 3501			
Reading Twp - Hampton 717-818-3019		0.35	0.141	0.138	0.141	5,091	2.6				Pecks Septic		Pecks Septic	
Reading Twp - Lake Meade 717-818-3019	Reading Twp	0.33	0.113	0.13	0.138	1,887	3.1				Pecks Septic		Pecks Septic	
Round Top RV/Campground	n/a	0.042	0.0084	0.011	n/a	0.0012	1.25							SL Hlr - Herrick Septic
White Run RMA 717-334-7476	Mt Joy Twp, Mt Pleasant Twp, Straban Twp	0.35	0.19	0.18	0.3	5,500	1.7				2 - Henry Schaefer Farm & Bruce Stair Farm			
York Springs MA 717-343-8541	YS Boro, Huntington Twp, Latimore Twp	0.12	0.064	0.071	0.08	3,300	2				Peck's Septic various locations			

2011 Adams County Septage Survey - Results

Septage Hauler	Gallons Disposed	Disposal Method	Comments
A C & T Company 301-582-2700	20,000 gal/yr - portable toilets 3,000 gal/yr - grease trap waste	Not reported	Interested
Busser Septic Cleaning 266-0985	5,000 gal/yr - commercial 7,500 gal/yr - grease trap waste	Springettsbury WWTP	Interested
Chamberlin & Wingert 530-9741	100,000 gal/yr - residential 20,000 gal/yr - commercial 10,000 gal/yr - portable toilets 10,000 gal/yr - grease trap waste	Derry Twp for grease, operate own TP & Land Application	Interested
Dale Miller & Son 382-4811	500,000 gal from Abbottstown- Paradise WWTP	Springettsbury WWTP & Land Application	Not expressed
Dillsburg Excavating & Septic 432-9704	25,000 gal/yr - residential 5,000 gal/yr - commercial 2,000 gal/yr - grease trap waste	Various WWTP outside of Adams County	Interested
Kline's Services 898-8158	26,000 gal/yr - commercial 34,000 gal/yr - grease trap waste 345,000 gal/yr-food processing waste 93,000 gal/yr - industrial waste 54,000 gal/yr - sludge	Various WWTP Land Application	Interested
Oaktree Environmental Services 249-5056	10,000 gal/yr - residential	Land Application & Harrisburg WWTP, \$.018 - \$.036 cents/gal Chamberlain & Wingert, Pre- treatment, \$.04 cents/gal Creekview, \$.03 cents/gal	Interested
Peck's Septic Service 486-5548	752,200 gal/yr - residential 559,107 gal/yr - commercial 945,550 gal/yr - sludge	Operate own TP / land application	Interested
Premiere Property Service 530-0852	30,000 gal/yr - residential	Rosenberry's Septic Service Land Application - \$.05 cents/gal Chamberlain & Wingert - \$.04 cents/gal	Interested
Richard Weidner Pvg & Exc. 677-7949	190,000 gal/yr - residential	Dover Twp WWTP \$.06 cents/gal	Interested
Rosenberry's Septic Service 532-4026	20,000 gal/yr - residential	Creekview Land Application \$.04 cents/gal	Interested
Rosy's Waste Water Removal 369-4809	25,000 gal/yr - residential	Land Application	Interested
Shealer's Septic Service 334-3565	1,040,000 gal/yr - residential	Harrisburg WWTP, \$.36 cents/gal Springettsbury WWTP \$.17 - \$.86 cents/gal	Interested
Smith's Sanitary Septic 637-1868	800,000 gal/yr - residential 80,000 gal/yr - commercial 100,000 gal/yr - grease trap waste	Springettsbury WWTP \$.01 - \$.06 cents/gal	Interested
Sunday Septic Service 292-5600	5,000 - 10,000 gal/yr - residential	Dover Twp WWTP \$.06 cents/gal	Interested
William's Septic Service 637-2703	120,000 gal/yr - residential	Penn Twp WWTP \$.06 cents/gal	Not interested
Young's Sanitary Septic Service 432-3514	290,000 gal/yr - residential 110,000 gal/yr - commercial	Land Application in Dillsburg area \$.03 cents/gal	Interested

2015 Adams County Septage Survey - Results

Septage Hauler	Gallons Disposed	Disposal Method
Advanced Septic Service 789-4548	~2,400 gal/yr - commercial	Land Appl - Richard Farm
Associated Products Services 766-5397	3,000 gal/yr - residential 62,200 gal/yr - commercial	STP - Derry Twp
Chamberlin & Wingert 530-9741	100,000 gal/yr - residential 25,000 gal/yr - commercial	C&W
Cumberland Twp Authority 334-1526	0.000	n/a
D&D Septic	porta potties at 2 locations only (Aspers & Bendersville)	n/a
Dale Miller & Son 382-4811	0.000	STP - Springettsbury Land Appl - Leatherman Farm
D.E.W. & Sons Services 776-3708	3,600 gal/yr - residential	Pre Treat Facility- Newburg
Dillsburg Excavating & Septic 432-9704	60,000 gal/yr - residential 5,000 gal/yr - commercial	STP - Dover, Derry, Springettsbury, Hbg City, Lemoyne
Gettysburg MA 334-6738, x 225	0.000	n/a
Herrick Septic & Excavating 359-7851	150,000 gal/yr - residential 15,000 gal/yr - commercial	STP - Springettsbury
Mathena Septic Service 410-239-1228	1,000 - 2,500 gal/yr - residential	STP - Maryland
Premiere Property Service 530-0582	50,000 gal/yr - residential	Pre Treat Facility- Shippensburg
Richard Weidner Pvg & Exc. 677-7949	203,000 gal/yr - residential	STP - Dover
Rosenberry's Septic Service 532-4026	18,700 gal/yr - residential (19,000 gal 1/1 - 9/15/15) 5,000 gal/yr - commercial (2,500 gal 1/1 - 9/15/15)	Land Appl - Creekview Disposal or RBA Disposal
Shealer's Septic Service 334-3565	2 million gal/yr - residential 400,000 gal/yr - commercial	STP - Harrisburg or Springettsbury
Smith's Sanitary Septic 637-1868	2 million gal/yr - residential 100,000 gal/yr - commercial	Land Appl - New Oxford
Sunday Septic Service 292-5600	10,000 gal/yr - residential	STP - dover
Young's Sanitary Septic Service 432-3514	850,000 gal/yr - residential 100,000 gal/yr - commercial	Land Appl - Young's

2018 Adams County Septage Survey - RESULTS

Company Name	Adams County Area(s) Serve	Quantity Gal/Yr		Other Wastes Type & Gal/Yr	SE Treatment Plant		Pre-treat Facility Location
		Resid.	Comm.		Location	Location	
Advanced Septic 717-789-4548	Lake Meade (portable toilets)	3,000	2,000			185 Richard Ln, Landisburg, PA 17040	
Busser Septic 717-266-0985	Presently no septic; Abbottstown, Biglerville, East Berlin, New Oxford	0	0	Grease Traps - 21,200			Derry Twp for grease
Chamberlin & Wingert 717-530-9761	Franklin, Hamiltonban, Huntginton, Menallen, Tyrone, Carroll Vly & others as needed	do not separate		Digester Sludge - n/a	PAG 09-3510, Chamberlin & Wingert	Various farms	Derry Twp for grease
Dale Miller & Son	None at this time			Sludge 2017			
DEW & Sons Septic	York Springs	0	0				437 Newville Rd, Newburg, PA 17040
Dillsbury Excavating & Septic	Tyrone, Franklin, Hamilton, Mt Joy, Reading, Straban, Latimore, Liberty	40,000	8,000	Grease - 4,000 gal; Sludge - 44,000 gal	Captial Region Water; Derry Twp; Dover; Springettsbury Twp		
Herrick Septic 717-359-7851	All of AC	372,900	41,350	Grease - 24,000 gal; Sludge - 24,800 gal	Springettsbury WWTF Derry Twp		
Kline's Services 717-898-8158	Abbottstown, Biglerville, Carroll Vly, Cumberland, East Berlin, Franklin, Gettysburg, Hamilton, Hamiltonban, Littlestown, Menallen, Mcsherrystorn, New Oxford, Oxford, Straban, Tyrone		102,000	Industrial WW, Septic, Grease, SL, Food Processing	Manheim WWTP, Manheim Springettsburg WWTP, York DELCORA WWTP, Chester	Cumberland County	Kline's, Salunga
Knaper's Stop & Go 717-417-3366							
Mathena Septic Services 410-239-1228	McSherrystown, Gettysburg, Littlestown	1,500 - 5,000			Dump into lg truck & dispose of at MD appv'd disposal site		
Olinger's Paving 717-752-6498	Carroll Vly, Franklin, Mt Joy	40000			Springettsbury Twp		
Richard Weidner 717-677-7949	Franklin, Menallen, Latimore, Straban, Butler, Tyrone, Hamiltonban, Hamilton	116,000	104,000		Dover Twp		
Rosenberry's Septic Service 717-532-4026	Menallen, Franklin, Hamiltonban, Latimore	77,000	0			RBA, Shale Rd, Shippensburg Creekview Disposal, 570 Newville Rd,	
Rosy's Wastewater Removal 717-369-5542	Carroll Vly, Hamiltonban, Mt Joy, Franklin, Liberty, Tyrone, Freedom	34,000	156,000			Back Creek Beef Farms, Portico Rd, Chbg	
Shealer's Septic Service 717-334-3565	All of AC	500,000			Harrisburg TP Springettsbury Twp		
Sunday Septic Service 717-577-1529	All of AC	4000			If needed, we can	Perk test & prob if needed	Dover WWTP
Walters Environmn'l Svcs Inc 717-238-4545	All of AC	100,000	60,000	Grease - apx 60,000 gal	Derry Twp WWTP, Annville WWTP, Springettsbury WWTP, Lehigh WWTP,	Walters Ag Facility, Grantville	
White Run RMA							
Young's Sanitary Septic 717-432-3514	All of AC	306,000			Springettsbury / Dover	PAG 093501, 330 Kraltown Rd, Wellsville, PA 17365	

APPENDIX E: Municipal Solid Waste Collection Joint Bid Contracts

- E-1 General Specifications and Instructions to Bidders For Curbside Collection, Transportation and Processing/Disposal of Municipal Solid Waste and Recyclables for Multiple Municipalities in Adams County (September 6, 2017)
- E-2 Collection Group Bidding Forms

FINAL FORM FOR

GENERAL SPECIFICATIONS

AND

INSTRUCTIONS TO BIDDERS

FOR

**CURBSIDE COLLECTION, TRANSPORTATION
AND PROCESSING/DISPOSAL**

OF

MUNICIPAL SOLID WASTE AND RECYCLABLES

FOR

MULTIPLE MUNICIPALITIES

IN

ADAMS COUNTY

September 6, 2017

TABLE OF CONTENTS

Instructions to Bidders	A-1
Specifications	B-1
Bid Form 1	C-1
Bid Form 2	D-1
Bid Form 3	E-1
Bid Form 4	F-1
Bid Form 5	G-1
Bid Form 6	H-1

INSTRUCTIONS TO BIDDERS

1. The Contract Documents shall consist of the advertisement for bids, instructions to bidders, general and specific requirements/specifications, bid forms, solid waste ordinances (if applicable), the non-collusion affidavit, the Public Works Employment Verification form, and W-9 Form, all of which are hereto attached.

Bidders shall inform themselves of all conditions under which this work is to be performed, and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment and materials needed.

The Bidder shall make its own determinations as to conditions, and shall assume all risks and responsibilities, and shall complete the work in and under conditions it may encounter or create, without extra cost to the Municipality(ies).

The Bidder agrees that, if it should execute the Contract, it shall make no claim against the Municipality(ies) because of estimates, or statements, made by any agent of the Municipality(ies) which may prove to be in any respect erroneous.

The failure, or omission, of any Bidder to receive, or examine, any form, instrument, addendum or other document shall in no way relieve the Bidder of any obligations, with respect to its bid(s) or to the Contract.

2. All bids shall be submitted on the forms hereto attached, which may not be changed, modified, deleted, or added to in any manner whatsoever, nor shall any written or printed communications be added thereto nor submitted therewith. **Bidders may respond to all or individual bids. Please note, Bid Forms 1, 3, 4, 5, and 6 include various options for service provisions on each form. Any Bid Form response must include a response for ALL options listed on the Bid Form. Note - Bid Form 2 contains only one service provision option and requires only one response.**
3. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury and who are legally authorized to do business in the Commonwealth of Pennsylvania. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
4. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Paragraph, Contractor shall promptly notify the County and, within twenty (20) days after the event giving rise to such notification, provide another bond and surety.
5. All bids shall be submitted in the place, time and manner set forth in the advertisement of bids. **Bidders must provide a Bid Bond, in the form attached, made payable to The County of Adams, in the amount of \$50,000, to be submitted with the bids.** The Bid shall remain in effect for at least one hundred twenty (120) days from the date of bid opening. Any bid submitted without a Bid Bond will not be considered in this bid process. Failure or refusal to negotiate in good faith, or enter into a contract or withdrawal of the bid prior to acceptance, or other similar action by the Bidder named herein, within the specified timeframe will result in forfeiture of the Bid Bond as liquidated damages to the Municipality(ies).

6. The prices in the bids are neither directly nor indirectly the result of any agreement with any other bidders. All bidders must sign and return the attached non-collusion certificate as part of their bid package.
7. All blank spaces in the bids shall be filled in clearly, where indicated. Altering and/or changing any part of the bids, or failure to provide fully completed bid forms with unit prices for each disposal option, will be sufficient reason for rejection.
8. The successful Collector hereby agrees to hold harmless and fully indemnify all of the Municipality(ies) named herein and all their officers or agents from all damages, costs or expense that may be at any time imposed or claimed for infringement of any patent right or any persons, association or corporation as a result of the use of the Municipality(ies) or any of their officers, agents or employees or the article(s) supplied under this Contract and of which the successful Collector is not the patentee, assignee, or licensee.
9. No contract(s) may be assigned, sublet, or transferred without prior written consent of the Municipality(ies).
10. The Contract shall be awarded based on the lowest responsive aggregate bid price of the option selected by each regional group of Municipality(ies) for Bids 1 through 4. For Bids 5 and 6, the Contract shall be awarded based on the lowest responsive aggregate bid price selected by the individual Municipality(ies). **The Municipality(ies) will determine, in their individual or collective discretion, whether any bid constitutes a responsive bid.**
11. Review of Bids. The Municipality(ies), collectively and individually, reserve the right, without limitation, to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, or conditional Bids and to reject the Bid of any Bidder, if the Municipality(ies) believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria required by the Contract Documents. The Municipality(ies) also reserves the right to waive all irregularities or informalities not involving price or time. **To be determined responsive, a prospective Collector must:**
 - a. Have prior experience in contracts of similar scope;
 - b. Have adequate financial resources to perform the Contract, or the ability to obtain them;
 - c. Be able to comply with the required or proposed delivery or performance schedule;
 - d. Have a satisfactory performance record;
 - e. Have a satisfactory record of integrity and business ethics; and
 - f. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as quality assurance measures, and safety programs applicable to services to be performed by the prospective Collector)
12. The Prospective Collector shall provide a detailed description of similar services or contracts in which the Collector is presently involved or has completed during the past five (5) years. In particular, the Prospective Collector shall reference company experience with public entities. Information to be provided shall include names, titles and phone numbers for relevant past performance references. The Municipality(ies) may conduct such investigations as the Municipality(ies) deems necessary to establish the responsiveness, qualifications, and financial ability of the Collector.
13. No award shall be made to any bidder who, in the opinion of the Municipality(ies) is in default on any bid, purchase order or contract with the Municipality(ies) prior to the date of the bid under consideration.
14. The Municipality(ies) are EXEMPT from all excise taxes as well as Pennsylvania State Sales Tax. No tax shall be included in the bid price. However, Bidder is not exempt from the

obligation to follow appropriate tax laws in the procurement of materials or services used in the performance of this Contract.

15. Execution of Agreement: Furnishing Bonds. When the Municipality(ies) gives a Notice of Intent to Award to the apparent Successful Collector, it will be accompanied by three (3) unsigned counterparts each of the Agreement (each with a copy of the Bid submission), W-9 Form, Public Works Employment Verification Form and any other document requested to be completed by the Municipality(ies).

Within twenty (20) days thereafter, apparent Successful Collector shall sign and deliver to the Municipality(ies) the three (3) signed counterparts of the Agreement accompanied by the completed W-9 Form, completed Public Works Employment Verification Form, required insurance certificate(s), and any other document requested to be completed by the Municipality(ies). The Contract may be cancelled, at the sole and absolute discretion of the Municipality(ies), if the apparent Successful Collector does not execute, and deliver to the Municipality(ies) the Agreement, together with the required Bond, W-9 Form, Public Works Employment Verification Form, and insurance certificate(s), within twenty (20) days from the date of the Notice of Intent to Award; Bidder shall be considered in Default, and the full amount of its Bid Bond shall be forfeited.

16. The successful Bidder shall furnish bonds that meet the requirements of Section 3 with corporate surety satisfactory to each individual Municipality in the amount of \$20,000 to remain in full force and effect for the life of the Contract conditions for the performance of the Contract.
17. Any item that fails in any way to meet the terms of the services requested in full will be deemed unresponsive and will be rejected. The decision of the Municipality(ies) shall be final.
18. Bidders must ensure that adequate postage to cover mailing is attached in order to insure prompt delivery of bids. The Municipality(ies) will not accept bids delivered late or with postage due.
19. Bids to Remain Subject to Acceptance. Bids shall remain open for a period of up to one hundred twenty (120) days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds or notes, or the award of a grant or grants, in which event the Bids shall remain open for a period of no more than one hundred eighty (180) days from the date of Bid opening. The Municipality(ies) will either award the Contract within the applicable time period or reject all Bids, returning the Bid Bond to the Bidders. Thirty (30)-day extensions of the date for the award may be made by the mutual written consent of the Municipality(ies) and the apparent Successful Collector.
20. Any explanation regarding the meaning or interpretation of specifications or other Contract Documents must be requested in writing from the Adams County Commissioners, at least seven (7) days prior to the submission deadline. Questions received after seven (7) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. A bidder who fails to acknowledge receipt of any such Addendum with its bid, will be construed as though the Addendum had been received and acknowledged. Oral explanations or interpretations made prior to the proposal opening shall not be binding. All bidders should visit the work sites to ascertain by inspection pertinent local conditions.
21. There will be a non-mandatory pre-bid meeting at 10:00 a.m. on Friday, September 15, 2017 at the Adams County Office of Planning and Development, 670 Old Harrisburg Road, Gettysburg, PA 17325.
22. All bids shall be submitted on the forms hereto attached, which may not be changed, modified, deleted or added to in any manner whatsoever. All bid prices shall be stated in numerals and, if required, in words. Subject to Municipality(ies) right to correct a Bidders

mathematical totals, a discrepancy between the word and numeral will be resolved in favor of the word.

23. Bids will be accepted until 3:00 p.m., on Tuesday, October 10, 2017, at the Adams County Controller's Office, 117 Baltimore Street, Room 207B, Gettysburg, Pennsylvania, 17325-3404. The bids will be opened and read aloud on Wednesday, October 11, 2017, at 9:00 a.m., at the Adams County Commissioners' regularly-scheduled meeting, to be held in the Historic Courtroom on the second floor of the Adams County Courthouse, 117 Baltimore Street, Gettysburg, Pennsylvania 17325. Appointed representatives of each Municipality will be present for and participate in the opening of bids. The Municipality(ies) shall take separate action at a special meeting or a regular meeting on these bids and reserve the right to reject any or all bids and waive any irregularities in the best interest of the Municipality(ies). **Twenty-four (24) original copies of the Bid(s) shall be provided by the Bidders for review by municipal officials.** All bids shall be clearly marked on the outside of the bid as follows: CURBSIDE COLLECTION MUNICIPAL SOLID WASTE/RECYCLING BIDS.

24. Modification and Withdrawal of Bids. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

After the Bid opening, Bidder may withdraw its Bid only by complying with applicable federal, state, or local laws and regulations. Unless prohibited by such applicable laws and regulations, or if there are no applicable laws and regulations, Bidder shall forfeit the entire amount of Bid security upon withdrawal of its Bid.

After the Bid opening, Bidder may withdraw its Bid, without forfeiture of Bid security, if Bidder submits credible evidence that there is an error in its Bid and such error was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of the Work; provided: (1) notice of claim of the right to withdraw Bid is made in writing to County of Adams within two business days after opening of Bids; and (2) the withdrawal of the Bid will not result in the awarding of the Contract on another Bid of the same Bidder, Bidder's partner, or a corporation or business venture owned by Bidder or in which Bidder has a substantial interest. A Bidder which is permitted to withdraw a Bid shall supply any products or labor to, or perform any subcontract or other work for, any entity awarded a contract or subcontract for performance of the Work for which the withdrawn Bid was submitted.

25. Bidder's Representations. In submitting this Bid, Bidder represents and warrants that the Bidder has:

- a. examined and carefully studied the Contract Documents, including any Addenda, and the related information in the Contract Documents;
- b. become familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost or the performance of the Work;
- c. promptly given the County written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Contract Documents and confirmed that the written resolution thereof by the County is acceptable to Bidder;
- d. determined that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work; and carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Municipality(ies), with the Contract Documents;

26. Public Works Employment Act. The successful Collector shall comply with the Pennsylvania Public Works Employment Verification Act (Act 127 of 2012), as it relates to public works contractors requiring to verify that newly hired employees are authorized to work in the United States, for certain public works contracts estimated to be in excess of

One Hundred Thousand Dollars (\$100,000.00). In the event the amount of the bid is in excess of One Hundred Thousand Dollars (\$100,000.00) the Bidder is required to submit a completed Public Works Employment Verification Form to the Municipality(ies) as a condition of award of the Contract.

27. Bidders shall warrant that they are in compliance with all pertinent Federal, State and Local laws, regulations and ordinances and will obtain and maintain all necessary permits. The Bidders further warrant that they will comply with all such pertinent Federal, State and Local laws, regulations and ordinances in carrying out the requirements of any contract awarded by the Municipality(ies). Additionally, Bidders shall warrant they possess the necessary equipment, materials and labor needed to carry out the requirements of any contract awarded by the Municipality(ies). Certification of such warrants shall be made within twenty (20) days of notification of award of the Contract.
28. Should any provision of the Contract Documents as defined herein be deemed by any court of competent jurisdiction to be void or unenforceable for any reason, such determination shall not affect the other rights, duties, and obligations of the parties as set forth herein.
29. Self-Performance Requirement. Successful Collector shall be required to self-perform at least 75% of the work associated with the Municipal Solid Waste and Recycling collection. In no event shall a subcontractor(s) perform more than twenty-five percent of the work associated with the Municipal Solid Waste and Recycling Collection. The Collector shall inform the Municipality(ies) of any work performed by a sub-contractor.

**GENERAL SPECIFICATIONS
FOR
COLLECTION OF MUNICIPAL SOLID WASTE AND RECYCLABLES
FOR
MULTIPLE MUNICIPALITIES
IN
ADAMS COUNTY, PENNSYLVANIA**

I. GOALS

The Collector shall collect, remove and properly process or dispose of municipal solid waste, large items, recyclable materials (if selected as an option), and Covered Devices (if selected as an option) from Residential Dwelling Units, Service Units, single family dwellings, including mobile home parks, rental units, small business and commercial establishments (which can comply with the maximum container requirements, as described in the Definitional Section and as detailed in the various Bid Forms), within the entire jurisdiction of the Municipality(ies) named herein, in a manner and with equipment in accordance with these specifications and any applicable requirements of the Pennsylvania Department of Health, the Pennsylvania Department of Environmental Protection (DEP) and the Adams County Office of Planning and Development (ACOPD.)

Bid forms and solid waste ordinances (if applicable) with specific instructions and requirements to bidders relative to the individual, or regional groups of Municipality(ies) are attached hereto and are incorporated herein, and made a part hereof. In accordance with Paragraph 10 of the Instructions to Bidders, individual Municipality(ies) will select their own option, while regional groups of Municipality(ies) will jointly select an option after reviewing the proposals.

All proposals are for municipal solid waste and recycling collection during a three (3) year period, beginning on January 1, 2018 and extending an additional three (3) months to March 31, 2021 ("Initial Contract Term"), with the right of the Municipality(ies) to extend the term of the Contract for an additional period not to exceed one (1) year and ending on March 31, 2022 on the same terms and conditions, and at the same price(s). Execution of the extension must be completed three (3) months prior to the end of the Initial Contract Term.

All bids shall include the placement of a six (6) yard container at each Municipality's Office or Maintenance Building with a one-time per week pickup, at no cost to the Municipality.

II. DEFINITIONS

For the purposes of this request for proposals, the following words and phrases shall have the meaning given herein.

ACCEPTABLE WASTE - That portion of municipal solid waste generated in Adams County, Pennsylvania that is permitted to be processed and/or disposed of at a Contracted Municipal Solid Waste Processing/Disposal Facility under Municipal Solid Waste Disposal Capacity Agreements with Adams County, and under applicable laws, regulations and permits that is not unacceptable waste.

ACT 101 - Shall mean the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, Commonwealth Act of July 28, 1988, No. 101, as amended, and regulations adopted pursuant thereto.

ADAMS COUNTY MUNICIPAL SOLID WASTE, RECYCLING, AND SEWAGE SLUDGE TRANSPORTERS ORDINANCE - Shall mean The Municipal Solid Waste, Recycling, and Sewage Sludge Transporters Ordinance of Adams County, as amended from time to time.

ADAMS COUNTY RULES AND REGULATIONS - Shall mean the rules and regulations adopted and amended from time to time by Adams County pursuant to the Municipal Solid Waste Management Plan and the Adams County Municipal Solid Waste, Recycling, and Sewage Sludge Transporters Ordinance.

BIDDER – Shall mean the person or business entity or prospective collector that submits a bid in response to this Request for Bids.

BOROUGH – Shall mean the Boroughs named herein and/or their authorized representatives. Each Borough may be referred to individually by name.

COLLECTOR – Shall mean the person, contractor, corporation or partnership with whom the Municipality(ies) shall enter into a contract for municipal solid waste collection, recycling, transportation, processing and/or disposal, or its agent as a result of this bidding process.

COLLECTION POINT - Shall mean the location for each Residential Dwelling Unit or Service Unit from which the Collector will collect municipal solid waste and recyclable materials.

COLLECTION SERVICES - Shall mean the collection from Residential Dwelling Units and Service Units of municipal solid waste, and/or recyclable materials, and/or leaf/yard waste, and/or large items, and/or covered devices, including transportation, transfer, processing and/or disposal.

COLLECTION VEHICLE - Shall mean every device in, upon, or by which the Collector is, or may transport, for the purposes of performing the collection services. Only side- or rear-loading collection trucks shall be used for collection under this Contract.

COMMERCIAL ESTABLISHMENTS - Shall mean all properties used for industrial, municipal or commercial purposes, including multiple dwelling residential buildings containing more than four (4) dwelling units, unless the units are individually owned with separate entrances from the outside.

COMMINGLED RECYCLABLES – Shall mean recyclable materials of all types that have been placed in the same receptacle bag or container at the source of generation.

COMPOSTING - Shall mean a microbial degradation of organic waste to produce a relatively nuisance-free product of potential value as a soil conditioner.

CONTAINER - Shall mean the receptacle in which refuse is placed for collection, including garbage cans (metal barrels and/or steel drums are not an acceptable container and are excluded from use as a container), and plastic bags; provided however that they are constructed so as to be fit for permanent use, or in the case of bags, for one (1) time use. Such containers, or bags, when filled shall not weigh more than seventy-five (75) pounds nor exceed in volume thirty-two (32) gallons. For the purposes of this Contract, containers are not considered Toters.

CONTRACTED MUNICIPAL WASTE PROCESSING/DISPOSAL FACILITY - Shall mean only those designated processing/disposal sites under Contract Agreement with the County or any other facility designated by the County.

COUNTY - Shall mean the County of Adams, Pennsylvania and the Board of County Commissioners of Adams County. This definition includes instrumentalities of the County, including the Adams County Solid Waste Authority and the ACOPD.

COVERED DEVICE – Shall mean desktop computers, monitors, laptops, computer peripherals, and televisions which are regulated under the Pennsylvania Covered Device Recycling Act (Act 108) of 2010, or under any amended or new regulation, which bans all such covered devices from disposal at solid waste disposal facilities. **For the purpose of this Contract, Covered Devices are not considered Large Items.**

DISPOSAL FEE - Shall mean the schedule of fees established by Municipal Solid Waste Disposal Capacity Agreements for disposal of various types of municipal solid waste delivered to any of the Designated Contracted Municipal Waste Processing/Disposal Facilities consisting of tipping fees, and other applicable fees.

FORCE MAJEURE – Shall mean any act caused by catastrophe, riot, war, terrorism, governmental order or regulation, fire, accident, act of God or other similar, or different, contingency beyond the reasonable control of the Collector or Municipality(ies).

HAZARDOUS WASTE - Shall mean any waste, but excluding household hazardous waste, which by mixture of its quantity or content presents a hazard to the individuals handling it, a hazard to public health, a source of potential pollution to the air or waters of the Commonwealth of Pennsylvania, or which makes land unfit or undesirable for normal use; including, but not limited to, herbicides, explosives, pathological wastes, radioactive materials and any materials defined as hazardous wastes by Federal or State Law or regulations.

LARGE ITEMS - Shall mean discarded items too large to fit in a container, and shall include discarded furniture, bedding, large toys, various household equipment, tires (for the purposes of this Contract, one [1] tire, without rims, is allowed per pick-up each week, and shall not exceed thirty-six inches [36"] in height or sixteen inches [16"] in width), Christmas trees, etc. (Note: Christmas trees from recycling-mandated communities must be processed in accordance with DEP requirements.) **Items with Freon, such as refrigerators, dehumidifiers, air conditioners, etc., tires and Christmas trees, shall be picked up by the Collector on a date scheduled with the customers. For the purposes of this Contract, Covered Devices are not considered Large Items and are handled separately, if selected as an option by The Municipalities.**

LEAF/YARD WASTE – Shall mean leaves, garden residue, shrubbery, tree trimmings, and similar biodegradable organic material (unless otherwise specified), that is understood to be an acceptable waste.

MUNICIPALITY - Shall mean any city, borough, incorporated town, township, county or any municipal authority, or collective groups created by any of the foregoing.

MUNICIPAL SOLID WASTE - Shall refer to discarded materials, including but not limited to, waste materials resulting from residential and small business activities, as hereinafter defined:

1. Ashes: consisting of the residue from the burning of coal, wood, paper, or other combustible material. Ashes to be disposed must not be ignitable and shall be placed in a cardboard box, or paper bag, for pick-up.
2. Debris: consisting of stones, brick, plaster, broken concrete or earth, in such quantity and size as **shall not violate the restriction herein set forth with respect to the size and weight of containers.**
3. Garbage: consisting of all animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of foods.
4. Rubbish: consisting of all solid household wastes, except body wastes, other than recyclable materials (defined herein), garbage, ashes, yard waste and debris, such as magazines, glass other than containers, ceramics, plastics other than beverage containers and laundry detergent containers, small scraps of wood, etc.

MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT - Shall mean the Municipal Solid Waste Disposal Capacity Agreement between the County and the designated contracted processing/disposal facility(ies) as amended, supplemented or extended that provides the terms and conditions under which the processing/disposal facility(ies) will provide processing/disposal capacity and services for the benefit of the County and its municipalities.

MUNICIPAL WASTE LANDFILL - Shall refer to a facility using land for disposing of municipal solid waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and post-closure care, maintenance activities and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation.

MUNICIPAL WASTE MANAGEMENT PLAN - Shall mean the Adams County Municipal Waste Management Plan as amended and approved or to be approved pursuant to ACT 101.

MUNICIPAL WASTE PROCESSING/DISPOSAL FACILITY - Shall refer to a facility for processing and or disposing of municipal solid waste, including Municipal Waste Landfills, Resource Recovery Facilities, Transfer Facilities and Composting Facilities.

RECYCLABLE MATERIALS - Shall mean those materials which may be processed or refabricated for re-use and which are specified by the Municipality(ies), and/or Collector, for separation from the regular municipal solid waste. Such materials may include, but not be limited to aluminum cans, bi-metal or tin containers, clear and colored glass containers, newspapers, office paper, cardboard, plastic beverage containers and plastic detergent containers. Such definition shall include source separated recyclable materials which are materials separated from municipal solid waste at the point of origin for the purpose of recycling using a properly identified container at the point of origin.

RECYCLING - Shall mean the collection, separation, recovery and sale or reuse of recyclable materials which would otherwise be disposed or processed as municipal solid waste.

RECYCLING COLLECTION - Shall mean the collection of recyclable materials every other week, with the exception of those municipalities that are mandated to provide weekly recycling collection.

REFUSE - See Municipal Solid Waste.

RESIDENTIAL DWELLING UNITS - Shall mean buildings designed for residential occupancy, inclusive of single-family and multi-family dwellings, duplexes, triplexes, quadraplexes (not exceeding four units) and mobile homes.

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

RESOURCE RECOVERY FACILITY - Shall refer to a facility that provides for the extraction and utilization of materials or energy from municipal solid waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from municipal solid waste, a combustion facility that converts the organic fraction of municipal solid waste to usable energy and any chemical or biological process that converts municipal solid 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 solid waste, or any source separation or collections center for composting leaf waste.

SCAVENGING - Shall mean uncontrolled or unauthorized removal of recyclable materials from containers placed at collection points on the scheduled day of pick-up by the Collector.

SERVICE UNITS - Shall mean each unit, or units, that can comply with the maximum container requirements.

STANDARD PER BAG SERVICE - Shall mean a service offered by the Collector to residential customers where the customer is permitted to buy special bags or tags from the Collector rather than subscribe for regular garbage collection.

TOTER - Shall mean 96-gallon, wheeled, trash carts with attached lids. For the purposes of this Contract, Toters are not considered containers, and must be obtained from the Collector.

TOWNSHIP - Shall mean the townships named herein and/or their authorized representatives. Each township may be referred to individually by name.

TRANSFER FACILITY - Shall refer to 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 bi-metallic cans, high grade office paper, newsprint, corrugated paper and plastics.

III. GENERAL REQUIREMENTS

1. SCOPE OF WORK – The work to be performed under this Contract shall consist of all items contained in the bid forms, including the provision of all labor, equipment, materials, tools, insurance, supervision and all other items necessary to provide the service as set forth in the specifications attached hereto (the "Work").

As part of the Scope of Work, the Collector shall provide a management plan and approach for satisfactory performance of the Contract. An organizational chart shall be included showing the roles and responsibilities of personnel involved in management of the Contract and their contact information. A description of the collection vehicles proposed to be used shall be included, in addition to a description of the Customer Service Center operations and procedures for resolving customer complaints. The Collector shall also provide a proposed mobilization schedule (public announcements, container distribution and other key milestones) and overview of its public education and community outreach program starting from the date of Contract award.

2. COLLECTION - Specific requirements, pertaining to a group of Municipalities or individual municipalities are contained herein as attachments (Bid Forms.) **The Collector shall inform, in writing, all Municipal Officials and all customers, dwelling, or conducting business within the Municipality(ies) named herein of the options for service and prices provided for under the terms of the Contract during the entire term of the Contract.** The Collector shall also make this information available on its website no later than 20 days following the notice of award to the Collector.

3. COVERED DEVICES - If selected as an option by the Municipality(ies), the Collector shall work with the Municipality(ies) to jointly establish locations and days of collection for quarterly Covered Device Recycling Events. **For the purpose of this Contract, Covered Devices are not considered Large Items and shall be handled separately from other solid waste materials, if selected as an option by the Municipalities.**

4. LARGE ITEM CURBSIDE PICK-UP – Customers may put one large item out for pick-up by the Collector every week. **The exception to weekly curbside pick-up is any item containing Freon, such as refrigerators, air conditioners, etc., tires and Christmas trees.** For pick-up of these items, customers must call the Collector to schedule the pick-up date. The Collector shall remove these items on the date scheduled with the customer and/or municipality (in regard to the recycling of Christmas trees.) The scheduled pick-up date shall be within one week of the customer's call. **The Collector shall, in writing, inform all customers about the Large Item program and remind current customers on a semi-annual basis.** This notice is to be placed on customers'

billing invoices. The Collector shall also make this information available on its website no later than 20 days following the notice of award to the Collector. For the purpose of this contract, Covered Devices are not considered Large Items.

5. STANDARD PER-BAG SERVICE – Customers may obtain special bags or tags from the Collector to receive curbside pickup of municipal solid waste, on the designated day of collection for the respective municipality (unless otherwise specified.) The **minimum** number of Bag-Tags under this service, for the term of the Contract, is twelve (12.) The Collector shall make every effort to reimburse Customers for any unused bags or tags at the end the Contract term.

6. COLLECTION CONTAINERS AND TOTERS - **It is understood that all loose refuse must be bagged. The Collector shall inform, in writing, all customers about the requirement for placing all loose waste in bags to prevent littering.** Customers may place the bagged waste in garbage containers, or place waste for pick up that can be constrained by tying in bundles not larger than three (3) feet by three (3) feet; such bundles will be considered containers, and the maximum weight of seventy-five (75) pounds shall apply (maximum container limits are listed in the separate bid forms.) The Collector may furnish its own Toters, at a capacity of ninety-six (96) gallons, and such Toters shall be considered as the equivalent of three (3) containers for the purposes of this Contract. Arrangements for such Toters are between the Collector and individual pickup points and shall be paid for by the individuals who request them. **Only Toters supplied by the Collector shall be permitted.**

7. COLLECTION EQUIPMENT - Trucks used in making the municipal solid waste collections shall have completely enclosed and leak-proof bodies. **ONLY SIDE- OR REAR-LOADING COLLECTION TRUCKS SHALL BE USED FOR COLLECTION UNDER THIS CONTRACT.** Trucks collecting recyclable materials can be of open compartment type with suitable tarp covers. The Collector shall not mix recyclable materials with solid waste. Any truck used to collect both, solid waste and recyclables, must have a substantial physical barrier to separate the two materials. **Collectors shall exercise care to avoid issues with littering and shall be held responsible for the remediation of any such littering issues.**

All trucks must be clearly marked with the Collector's name and telephone number. All trucks must be kept clean and in properly licensed and inspected operating condition. The Municipality(ies) reserve the right to inspect any vehicle for compliance with the Contract provisions.

The Collector shall provide a sufficient number of collection vehicles to properly maintain collection schedules. In addition, the Collector shall have sufficient back-up capability in case of breakdown and adequate repair facilities so that broken-down equipment can be repaired to ensure no delay or hindrance to collection operations.

8. PROCESSING/DISPOSAL OF MUNICIPAL SOLID WASTE - During the terms of this Contract all municipal solid waste materials collected from the Municipality(ies) shall be disposed of at a designated contracted Municipal Waste Processing/Disposal Facility operated in accordance with state regulations and named in the Adams County Municipal Waste Management Plan. The Collector shall be in compliance with the Adams County Municipal Waste Management Plan, any ordinances or rules and regulations, as required by the County and other regulatory agencies or jurisdictions.

9. RECYCLING – **The Collector shall provide commingled bi-weekly recycling collection (with the exception of municipalities where weekly recycling is required by regulation governing such under Pennsylvania Law) on the same day as refuse collection. The Collector shall notify each customer, in writing, of the types of materials required by municipal ordinance, or agreed upon by the Collector and the Municipality to be separated in the program, where to place them for collection, and what containers to use, how often they will be collected, and other responsibilities.** The Collector shall inform, in writing, all customers about the recycling program, as well as recycling requirements, on a **semi-annual basis**. This notice is to be placed

on customers' billing invoices. The Collector shall also make this information available on its website no later than 20 days following the notice of award to the Collector..

The Collector shall collect recyclable materials, as defined herein, in properly identified containers starting at the outset of the recycling program and continue throughout the term of the Contract, unless the type of materials to be collected and the containers they are placed in to be collected are changed by joint agreement between the Municipality and the Collector. The Collector shall not mix recyclable materials with solid waste. Any truck used to collect both, solid waste and recyclable materials, must have a substantial physical barrier to separate the two materials.

THE COLLECTOR SHALL MAKE EVERY EFFORT TO COOPERATE WITH THE ONGOING RECYCLING EFFORTS OF THE ADAMS RESCUE MISSION. THE MUNICIPALITY(IES) ALSO RESERVE THE RIGHT TO HOLD THEIR OWN SPECIAL SOLID WASTE/RECYCLING COLLECTION EVENTS.

10. BINS FOR RECYCLABLE MATERIALS – Bins for recyclable materials shall be provided, free of charge, to the customers who request them by the Collector on or before January 1, 2018. **Such bins shall be equipped with an attached cover/lid to contain the recyclable materials and prevent littering problems.** Customers may continue to use the recycling bins they currently own, or any container that is properly identified as a recycling container.

11. DISPOSITION OF THE RECYCLABLE MATERIALS – The Collector may elect to store, handle, process and/or market and sell the collected recyclable materials.

12. COLLECTION POINT LOCATIONS - Said locations shall normally be at the front curb or property lines along publicly adopted streets except, where feasible, collection may be made along publicly adopted alley ways. Residential Dwelling Units or Service Units not located along publicly adopted roads, or located along weather-induced impassable roads may designate a pick-up station located along a publicly adopted road provided the location of the pick-up station is approved by the Municipality, Collector, and Owner(s) if on private property.

13. METHODS OF COLLECTION - Municipal solid waste and recyclable material shall be picked up at the designated collection points and deposited into the collection truck with a minimum of noise and traffic delay. No municipal solid waste or recyclable material shall be spilled on the roads and streets of the Municipality(ies) and the Collector shall be held responsible for remediation of any such littering issues. The Collector shall take care not to damage containers, or property, belonging to residents of the Municipality(ies), and in the event of willful or unnecessary damage to such containers, or property, the Collector shall be liable for the same. The Collector shall promptly notify the Municipality(ies) if any resident or property owner claims damage, other than reasonable wear and tear, to containers, or property. The Collector shall respond to, and resolve, such claims in a timely manner. All emptied containers must be replaced in approximately the same location where the owners placed them. Customers shall place their solid waste and recyclable materials at the designated collection points on the evening before the scheduled collection day or in accordance with municipal ordinances regulating such activities. (The Collector shall notify customers of this requirement.)

The Collector shall immediately notify the Municipality(ies) of any collections which cannot be made on schedule and/or of collections not made at specific collection points because of containers not conforming to these specifications. In the event that a regularly scheduled collection is missed, and a complaint is received by either, the Municipality or the Collector, and where no fault can be found on the customer's part, the Collector shall be required to make a special collection within forty-eight (48) hours of notification.

The Collector shall make sure that collection trucks are maintained so as not to leak any liquids, leachate or vehicle fluids, on roadways or streets in the Municipality(ies). The Municipality(ies) shall reserve the right to inspect any vehicle.

14. OWNERSHIP OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS - Immediately upon the Collector's loading municipal solid waste or recyclable materials into any collection vehicle, ownership of such municipal solid waste or recyclable material shall be vested in the Collector, and it shall become his responsibility to haul, handle, process, sell and/or dispose of according to the terms of this Contract and in compliance with the County's Municipal Waste Management Plan and according to regulations governing such under Pennsylvania law.

15. TIME OF COLLECTION - Collection of municipal solid waste at each collection point shall be made one (1) time each week, and collection of recyclable materials at each collection shall be made bi-weekly (unless otherwise specified) on the same day for the entire Contract in accordance with a schedule submitted by the Collector and approved by the Municipality(ies). The Collector shall make every commercially reasonable effort to maintain the same collection schedule as per the Municipality(ies) previous contract.

Collections at each collection point shall be made between the hours of 6:00 a.m. and 6:00 p.m. (unless otherwise agreed upon by the municipality[ies]) or in accordance with municipal ordinances regulating such activities, except in the case of mechanical breakdown or extreme or unusual circumstances. The Collector is required to make a good-faith effort in providing the regularly scheduled collection; however, if the Collector is unable to safely perform the collection, the Collector shall notify the Municipality(ies), post information on its website regarding the missed collection, and perform the collection on the next working day. For Gettysburg Borough, collection shall not be made before 7:00 a.m. or after 6:00 p.m.

Collections shall not be made on the following holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If the regular collection day shall fall on any of the aforementioned holidays, the Collector shall make the collection on the next working day after the holiday. This provision shall not be construed to prohibit the collection of municipal solid waste and recyclables from a commercial establishment or from the on-street litter cans in the Borough of Gettysburg on the aforementioned holidays.

The Collector shall provide each customer with a schedule/calendar showing the days of the week in which the municipal solid waste and recyclables will be collected. The Collector shall also provide this information on its website no later than 20 days following the notice of award to the Collector.

16. COLLECTION REPORTS - The Collector shall furnish to the Municipality(ies) and the County on a quarterly basis an accurate report of the total monthly tonnage of municipal solid waste collected from the Municipality(ies) for processing/disposal under this Contract. Additionally, the Collector shall furnish to the Municipality(ies) and the County, on a quarterly basis an accurate report of the total monthly amounts and types of materials recycled in each individual Municipality, inclusive of residential recycling, commercial recycling, leaf/yard waste recycling and/or Covered Device recycling. The Collector shall maintain and, if requested by the Municipality, provide documentation of such as to be acceptable to the Pennsylvania Department of Environmental Protection in support of recycling grant awards to the Municipality(ies). Additionally, the Collector shall provide the Municipality(ies) when requested with a copy of their respective customer list(s) and provision of services.

17. COMPLAINTS - When complaints are received by the Municipality(ies), the complaint shall be acknowledged and the Collector will be notified of the problem. **The Collector shall provide a local telephone answering service, and a designated contact, for receiving and responding to complaints in a timely manner.** Complaints shall be responded to within twenty-four (24) hours of notification. Further, the Collector shall have in its employ a customer service representative whose purpose is to travel through the Municipality(ies) monitoring the service provided and responding to customer complaints. Nothing contained in this paragraph shall prevent a customer from lodging a complaint directly with the Collector. Such complaints shall be responded to within twenty-four (24) hours of notification.

18. PAYMENTS - The price stipulated in the bid(s) hereto attached shall cover the cost of all labor, material, equipment, transportation, municipal fees and/or processing/disposal costs, and any other costs and expenses needed to complete the Contract in all details. The successful bidder shall accept the price stated in the proposal(s) hereto attached as full compensation for the collection, transportation and/or processing/disposal of municipal solid waste and the collection, transportation and marketing of the designated recyclable materials.

Collection of charges for municipal solid waste and recyclables collection, transportation and processing/disposal shall be made quarterly for the current month and two (2) months in advance by the successful bidder, not less than fifteen (15) days before payment is due. **Invoices shall only be mailed to those customers who have signed up for service(s).** The Municipality(ies) accepts **no** responsibility whatsoever for the collection of these charges. The Collector's only legal remedy for nonpayment of charges shall be against the customer and not against the Municipality(ies). Collection of fees, either regular or delinquent, from customers shall be the responsibility of the Collector. During the Contract period, the successful bidder shall furnish each Municipality at their respective request and for informational purposes only with all customer and billing information, including names and addresses. Such a request by the Municipality(ies) shall not make the Municipality(ies) liable for any billing.

THERE SHALL BE NO INCREASES IN THE CHARGES TO THE CUSTOMERS DURING THE ENTIRE TERM OF THE CONTRACT. HOWEVER, THE COLLECTOR MAY PETITION THE MUNICIPALITY(IES) AT ANY TIME FOR APPROVAL OF ADDITIONAL PRICE ADJUSTMENTS ON THE BASIS OF UNUSUAL CHANGES IN THE COSTS OF OPERATIONS, **ONLY PERTAINING TO NEW OR REVISED LAWS, ORDINANCES OR REGULATIONS.**

ON OR BEFORE SEPTEMBER 30 OF EACH YEAR, THE COLLECTOR MAY SUBMIT TO THE MUNICIPALITY(IES) A PRICE ADJUSTMENT REQUEST SPECIFICALLY RELATED TO CHANGES TO RECYCLING COMMODITY PRICING FROM SUCH RESOURCES AS THE RECYCLER'S EXCHANGE INDEX, THE SECONDARY COMMODITY COMPOSITE INDEX, OR SIMILAR RESOURCE AND, IF APPROVED, TO BE EFFECTIVE THE FOLLOWING JANUARY 1. THE PRICE ADJUSTMENT REQUEST SHALL INCLUDE SUPPORTING DOCUMENTATION OF THE COLLECTOR'S INCREASED COSTS DURING THE PREVIOUS YEAR. ANY SUCH PRICE ADJUSTMENT REQUEST SHALL BE REVIEWED AND EVALUATED BY THE MUNICIPALITY(IES), AND IF DEEMED ACCEPTABLE SHALL BE APPROVED BY THE MUNICIPALITY(IES).

THE MUNICIPALITY(IES) SHALL HAVE THE RIGHT, AS A CONDITION FOR ITS APPROVAL, TO DEMAND INSPECTIONS BY ITSELF, OR AN INDEPENDENT AUDITOR, OF PERTINENT RECORDS THAT DEMONSTRATE THE NEED FOR AN ADJUSTMENT TO PRICES. ANY PRICE INCREASE DURING THE TERM OF THE CONTRACT FOR ANY OTHER REASON SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THE CONTRACT BY THE MUNICIPALITY(IES).

19. CONTRACT TERM AND EXTENSION - The Contract term shall be three (3) years and three (3) months in length and begin on January 1, 2018 at 12:00 a.m., expiring on March 31, 2021 at 12:00 p.m. the ("Initial Term"). Prior to the expiration of the Contract period, the Municipality(ies) may, in its sole discretion extend the Contract for an additional year, at no change in prices to run through March 31, 2022.

20. PERFORMANCE BOND - The Collector shall furnish a performance bond with corporate surety approved by each respective Municipality, in the sum of \$20,000 as required by Section 3 and Section 16 of the Instructions to Bidders for the individual Municipality within twenty (20) days of the award of the Contract. The validity of said bond shall be maintained during the term of the Contract.

21. LAWS AND REGULATIONS - The Collector shall observe and comply with all laws, ordinances, rules and regulations of local, state and federal governments or agencies, governing

those engaged or employed to do the work, the materials or equipment used, or the conduct of the work.

22. PERMIT AND LICENSES - The Collector shall obtain, and maintain, from the proper authorities, all permits or licenses necessary to carry on this work, shall pay any fees or charges required, and shall be responsible for conducting its operations in accordance with the provisions of such permits or licenses, copies of same to be filed with the Municipality(ies). The Municipality(ies) shall receive any notices of revocation, restriction or adverse action.

23. INDEMNIFICATION - The Collector (including sub-contractors) shall indemnify and hold harmless, the Municipality(ies) from and against all claims arising out of the performance of the Contract not directly due to the Municipality's(ies)' gross negligence or willful misconduct. The Collector further agrees to investigate, handle, respond to, provide defense for and defend any claim arising directly or indirectly out of this agreement and/or the performance hereof at its sole expense and agrees to bear all other costs and expenses related thereto even if such claim is groundless, false, or fraudulent.

24. INSURANCE - The Collector, prior to commencing work, shall provide at its own cost and expense, the following forms of insurance from insurance companies licensed in the Commonwealth of Pennsylvania applying to all operations by the Collector, its agent, and employees, including any sub-contractor, and shall cause the Municipality(ies) to be named as an additional insured:

Forms of Insurance	Minimum Coverage
a. Workmen's Compensation - Pennsylvania Statutory	\$100,000 each incident, \$500,000 Disease-policy limit, \$100,000 Disease-each employee
b. Collector's public liability	\$1,000,000
c. Collector's property damage liability (except automobile)	\$1,000,000 each occurrence
d. Automobile bodily injury	\$1,000,000
e. Automobile property damage	\$1,000,000
f. Excess umbrella liability	\$2,000,000 each occurrence

The Collector to whom the Contract is awarded shall furnish to the Municipality(ies) within twenty (20) days of the date of official notice of award of the Contract, Insurance Accord certificates evidencing that it has provided the required coverage.

The Municipality(ies) shall be named as an additional insured on all insurance certificates furnished by the Collector for all operations performed in the Municipality(ies) by the Collector. The Municipality(ies) shall not be liable for the payment of any premiums under the foregoing.

Copies of policies, and any cancellations notices, any changes in insurance carriers and policy limits shall be provided to the Municipality(ies).

25. BREACH OF CONTRACT, LIQUIDATED DAMAGES, VIOLATIONS AND ASSESSMENTS OF PENALTIES – If the Collector fails to perform, or fails to perform in a satisfactory manner, or fails to perform in accordance with applicable ordinances, or is in violation of the Contract, the Municipality(ies) shall have the right to demand in writing adequate assurance from the Collector that steps have been, or are being, taken to rectify the performance failure or violation. The Collector must, within seven (7) days of receipt of such demand, return to the Municipality(ies) a written statement explaining reasons for non-performance or delayed, partial or sub-standard performance, or Contract violation, during that period and any continuation thereof. The Collector also has available to him the option to appear with an explanation before the Municipality(ies). Upon receipt of the Collector's statement, or the failure of the Collector to submit one, the Municipality(ies) may, except under conditions of Force Majeure: assess penalties; maintain an action, in law or equity, against the Collector; or terminate this Contract and make

demands under the terms of the Performance Bond for liquidated damages or remediation or abatement of any violation or performance failure. All breaches of Contract, liquidated damages, violations and assessment penalties shall be certified by the Municipality(ies), and the Municipality(ies) judgment shall be final.

The Municipality(ies) shall have the right to assess the Collector, the following amounts for each offense for all violations of the Contract beginning with the date of the violation with each day that the violation continues constituting a separate violation. Such penalties shall be payable within ten (10) days of the date of the assessment. The following acts or omissions shall be considered a Breach of Contract and for the purpose of computing damages under these provisions:

1. Regular Routes - Failure to operate and complete a regular route unless prevented by an act of God (snow storms, hurricanes, floods, etc.), the sum of Three Hundred Dollars (\$300.00) per day, per truck and crew not operating.
2. Sanitary and Safe Vehicles - Failure to maintain any collection vehicle in a sanitary and safe operating condition, the sum of Three Hundred Dollars (\$300.00) for each offense.
3. Collection - Failure to collect municipal solid waste or recyclable material properly placed prior to the regularly scheduled collection time, the sum of Three Hundred Dollars (\$300.00) for each collection point affected.
4. Contracted Disposal Sites - Failure to dispose of municipal solid waste at the sites designated by the County, the sum of Five Hundred Dollars (\$500.00) per collection vehicle load disposed of elsewhere. It shall be a material breach of this Contract for any vehicle containing Contract waste to dispose of municipal solid waste at any site unless approved by the County and in any such event, in addition to any other remedies provided under this Contract, the Collector shall repay the Municipality(ies) an amount equal to the tipping fee applicable to the entire contents of each such vehicle.
5. Disposition of Recyclables - The Collector shall be prohibited from mixing recyclable materials with municipal solid waste and disposal of the Municipality(ies) collected recyclable materials or processed recyclable materials at a landfill or other waste disposal facility without the prior written permission of the Municipality(ies). Violation of this Contract provision shall be a material breach of Contract and the Collector shall pay a penalty of One Thousand Dollars (\$1,000.00) payable by the Collector to the Municipality(ies) for the first offense. The Collector will pay a penalty of Five Thousand Dollars (\$5,000.00) for each additional offense or at the option of the Municipality(ies) the Contract may be terminated.
6. Spilled Materials and/or Littering - Failure to clean up spilled municipal solid waste, and/or litter, or designated recyclable materials, leachate or vehicle fluids, the sum of Three Hundred Dollars (\$300.00) for each offense.
7. Complaints and/or Property Damage – Failure to promptly respond to complaints and/or claims or property damage when properly documented by the Municipality(ies), the sum of Three Hundred Dollars (\$300.00) for each offense.
8. Failure, or neglect, to correct chronic problems in any category of service, at the same premises, the sum of Three Hundred Dollars (\$300.00) for each offense. (Chronic shall mean three or more similar incidents at the same premises within a six-month period.)
9. Secured and/or Gated Collection Points – Failure to re-secure, or to close, gated collection points, the sum of One Hundred Dollars (\$100.00) for each offense.
10. Collection Reports – Failure to provide required collection reports within 30 days after written notice (per Section 16 of the General Specifications), the sum of One Hundred Dollars (\$100.00) for each offense.

11. Any other failure to comply with any Contract Document requirement not listed in 1-9 above, the sum of Three Hundred Dollars (\$300.00) for each offense.

26. LABOR DISPUTE - In the event the Collector shall be unable to make collections of municipal solid waste and recyclables as required under the Contract because of a labor dispute against the Collector, the Collector shall be required to provide an alternative collection method at its sole cost and expense. In addition, the Municipality(ies) may, at their option, cancel the Contract in the event the Collector shall be unable to make collections for a period greater than three (3) days as required under the Contract because of such a labor dispute.

27. ASSIGNABILITY OF CONTRACT - The Collector is prohibited from assigning its rights and responsibilities under the Contract and shall self-perform at least 75% of the work associated with the Contract. The Collector shall inform the Municipality(ies) of any work performed by a subcontractor. Such work by a subcontractor shall not exceed 25% of the work associated with the Contract. The Municipality(ies) shall be permitted to assign the Contract to the County in their sole discretion and without the written consent of the Collector. The Municipality(ies) shall be prohibited from assigning the Contract to any person or legal entity, other than the County, unless written consent is received from the Collector. However, other municipalities within Adams County may petition to be included under this Contract, at any time in the future when there is a commitment from the Collector to collect municipal solid waste and/or recyclable materials from such municipalities. Other municipalities can be added to this Contract, under the same terms of the standard agreement with any of the Municipalities that are included in this Contract, and at the same prices for selected services, by executing a similar bid form to be accepted by the Collector.

LEGAL NOTICE
MUNICIPAL INVITATION FOR BIDS

The County of Adams, by the Adams County Commissioners, and on behalf of Multiple Municipalities of Adams County (see list below), hereby invites bids for the curbside collection, transportation and processing/disposal of municipal solid waste and recyclables to begin on January 1, 2018, and extend to March 31, 2021, with a one (1) year optional extension at no increase. Bids should be clearly marked **“Curbside collection, transportation and processing/disposal of municipal solid waste and recyclables.”**

Bids will be received and accepted on behalf of the Municipalities at the Adams County Controller’s Office, located at 117 Baltimore Street, Room 207B, Gettysburg, Pennsylvania 17325, until no later than 3:00 p.m. (prevailing time) on Tuesday, October 10, 2017. **Twenty-four (24) original copies of each Bid shall be provided by the Bidder for review by Municipal Officials.**

Bid forms and specifications for the Municipalities must be obtained from the Adams County Office of Planning and Development, 670 Old Harrisburg Road, Suite 100, Gettysburg, Pennsylvania 17325, Telephone: 717-337-9827.

There will be a non-mandatory pre-bid meeting at 10:00 a.m. on Friday, September 15, 2017, at the Adams County Agricultural & Natural Resources Center (Ag Center), 670 Old Harrisburg Road, Gettysburg, PA 17325.

A bid bond, with approved surety, or certified or bank cashier's check, payable to the County of Adams, equal to \$50,000, is required and must accompany all bids.

A performance bond or other security guaranteeing performance of the Contract, in the amount of \$20,000, will be due to each municipality within twenty days after the Contract is awarded.

The bids will be opened and read aloud on Wednesday, October 11, 2017, at 9:00 a.m. (prevailing time), at the Commissioners' regularly-scheduled meeting, to be held in the Historic Courtroom on the second floor of the Adams County Courthouse, 117 Baltimore Street, Gettysburg, PA 17325. Appointed representatives of each Municipality will be present for and participate in the opening of bids.

The Municipalities shall take separate action on these bids at a special meeting or a regular meeting, pursuant to 53 P.S. § 68102 and 53 P.S. § 46402, as applicable.

The Municipalities on behalf of whom this Invitation is being posted are: **Abbottstown Borough, Arendtsville Borough, Biglerville Borough, Butler Township, Carroll Valley Borough, Conewago Township, Cumberland Township, Fairfield Borough, Franklin Township, Freedom Township, Gettysburg Borough, Hamiltonban Township, Highland Township, Huntington Township, Latimore Township, Liberty Township, Menallen Township, Straban Township, Tyrone Township and York Springs Borough.**

COUNTY OF ADAMS
ADAMS COUNTY COMMISSIONERS
For Multiple Municipalities of Adams County

Randy L. Phiel, Chairman
James E. Martin, Vice-Chairman
Marty Karsteter Qually, Commissioner

Paula Neiman
Chief Clerk
John Hartzell
Solicitor

BID FORM 1

JOINT CONTRACT FOR THE FOLLOWING COLLECTIVE GROUP OF MUNICIPALITIES

for

MUNICIPAL SOLID WASTE COLLECTION/DISPOSAL AND RECYCLING

NORTHWEST GROUP

Arendtsville Borough • Biglerville Borough • Butler Township

Franklin Township • Menallen Township

Collection:

Under Bid Form 1, the Collector shall collect, remove and properly process or dispose of Municipal Solid Waste, Large Items, Recyclable Materials and Covered Devices (if applicable under the selected option) from all Residential Dwelling Units and Service Units which desire municipal solid waste collection and may include rental units, mobile home parks, small business establishments, churches, municipal offices, and if applicable, from commercial establishments and such other places having municipal solid waste and recyclable materials as defined herein (which can comply with the maximum container requirements, as described in the Definitional Section shall also be considered residential customers) The maximum quantity of municipal solid waste allowed for each Residential Dwelling Unit, Service Unit, or other eligible establishment, for each collection day shall be the equivalent to **five (5)** loaded containers weighing not more than seventy-five (75) pounds each, nor exceeding a volume of thirty-two (32) gallons each. Collection of municipal solid waste and large items shall be made one (1) time per week, and collection of recyclables shall be made bi-weekly, for the entire life of the contract. Standard Per-Bag Service is an alternative choice for customers under Bid Form 1 and shall include a minimum of twelve (12) Bag-Tags, during the term of the contract. Recycling of Covered Devices, if selected by the Municipalities shall take place quarterly at drop-off locations selected by the Municipality(ies).

Any hauler collecting municipal solid waste and recyclables within the municipalities must comply with the Adams County Municipal Waste Management Plan, ordinances, and Rules and Regulations of Adams County.

- ❖ Municipal solid waste collection **is not** mandatory for Residential Customers in the Municipality(ies) listed above, but any Residential Customer desiring municipal solid waste collection is required to use the Collector.
- ❖ Collection of Municipal Solid Waste and recyclables from Large Commercial, Institutional, Industrial, Agricultural, Multi-Unit Business Centers or Multi-Rental Unit (exceeding four units) Establishments **is not** included in this contract. These Establishments may contract with the Municipal Collector or with other haulers operating in compliance with the Adams County Municipal Waste Management Plan, ordinances, and Rules and Regulations of Adams County.

Individual Municipality Requirements:

- ❖ *For Arendtsville Borough and Biglerville Borough Only:* Municipal solid waste collection **is** mandatory for every Rental Unit. Rental Unit customers are required to use the Collector, if they can comply with the maximum container requirements.
- ❖ *For Butler Township Only:* Municipal solid waste collection **is** mandatory for every Rental Unit and Commercial Establishments. Rental Unit and Commercial Establishment customers are required to use the Collector, if they can comply with the maximum container requirements.
- ❖ *For Menallen Township Only:* Municipal solid waste collection **is** mandatory for every Commercial Establishment. Commercial Establishment customers are required to use the Collector, if they can comply with the maximum container requirements.

BID FORM 1

The Instructions to Bidders and Specifications attached hereto are incorporated by reference herein and made a part hereof.

Commencing January 1, 2018 and extending to March 31, 2021, with a one (1) year optional extension at no increase.

Option 1:

Municipal Solid Waste Collection and Disposal (includes Large Item pick-up)

\$ _____ / year per customer

Standard Per-Bag Service \$ _____ (Minimum of twelve [12] Bag-Tags required)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ _____ /Bag-Tag

Option 2:

Municipal Solid Waste Collection and Disposal (includes Large Item pick-up and Bi-Weekly Recycling)

\$ _____ / year per customer

Standard Per-Bag Service \$ _____ (Minimum of twelve [12] Bag-Tags required)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ _____ /Bag-Tag

Option 3:

Municipal Solid Waste Collection and Disposal (includes Large Item pick-up, Bi-Weekly Recycling and Quarterly Covered Devices Drop-off Recycling)

\$ _____ / year per customer

Standard Per-Bag Service \$ _____ (Minimum of twelve [12] Bag-Tags required)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ _____ /Bag-Tag

Option 4:

Municipal Solid Waste Collection and Disposal (includes Large Item pick-up and Quarterly Covered Devices Drop-off Recycling)

\$ _____ / year per customer

Standard Per-Bag Service \$ _____ (Minimum of twelve [12] Bag-Tags required)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ _____ /Bag-Tag

BID FORM 1

**TERMS AND CONDITIONS
FOR THE
MUNICIPAL SOLID WASTE COLLECTION/DISPOSAL AND RECYCLING
CONTRACT**

- a. The undersigned having carefully read and considered the terms and conditions of the Municipal Solid Waste Collection/Disposal and Recycling Contract and other documents contained in the *General Specifications And Instructions To Bidders For Curbside Collection, Transportation And Processing/Disposal Of Municipal Solid Waste And Recyclables For Multiple Municipalities Of Adams County* package, and being familiar with the local conditions affecting the cost of the work, does hereby propose to furnish all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to provide municipal solid waste collection/disposal and recycling services in accordance with the Municipal Solid Waste Collection Disposal and Recycling Contract under the conditions and rates hereinafter set forth.
- b. In submitting this response, it is understood that the Municipality(ies) reserve the right to reject any or all submittals, to waive any informalities in any submittal or the solicitation process, and to negotiate any final contract provisions based on the responses submitted.
- c. In submitting this response, the undersigned agrees that no price bids may be withdrawn for a period of one hundred-twenty (120) days after the date for receipt of responses and that all Price Bids shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the Municipality(ies).
- d. In submitting this response, the undersigned agrees to comply with the Adams County Municipal Waste Management Plan, ordinances and Rules and Regulations of Adams County, and the requirements of the Contract Documents.

Accepted By:

DATE: _____

(Name of Firm)

By: _____

Title: _____

ATTEST:

AFFIX
CORPORATE

SEAL

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Multiple Municipalities of Adams County in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Municipalities of the true facts relating to the submission of Responses for this contract. I understand and my firm understands that any fraudulent concealment will allow the Municipalities to pursue all applicable remedies at law or equity including, but not limited to, the right to reject this Response.

Sworn to and Subscribed before me

(Name)

(Company Position)

This _____ day of _____, 20__.

(Notary Public)

My Commission Expires: _____

BID FORM 1

2018 AGREEMENT TO ENTER INTO MUNICIPAL SOLID WASTE CONTRACT

This Agreement is entered into this day of _____ 2017, by and between the Municipality of _____, a political subdivision (“Municipality”); and _____, a solid waste collection firm (“Solid Waste Collection Firm”), hereafter, jointly referred to as the “Parties.”

WHEREAS, the Parties are entering into a Municipal Solid Waste Contract for the curbside collection, transportation and processing/disposal of municipal solid waste and recyclables in 2018 (“2018 Agreement”); and

WHEREAS, the Solid Waste Collection Firm submitted a Response to a Request for Bids for Curbside Collection, Transportation and Processing/Disposal of Municipal Solid Waste and Recyclables for the Northwest Group of Municipalities in Adams County, Pennsylvania consisting of Arendtsville Borough, Biglerville Borough, Butler Township, Franklin Township and Menallen Township; and

WHEREAS, the Northwest Group, together with Arendtsville Borough, Biglerville Borough, Butler Township, Franklin Township, and Menallen Township has selected Option _____ and awarded the contract for Municipal Solid Waste Collection/Disposal and Recycling to the Solid Waste Collection Firm in accordance with the terms and conditions of the Contract Documents and the Solid Waste Collection Firm’s Response to Request for Bids; and

WHEREAS, the Parties agree to the terms, conditions and prices as set forth in the Joint Contract for the following Collective Group of Municipalities for Municipal Solid Waste Collection/Disposal and Recycling Northwest Group, Arendtsville Borough, Biglerville Borough, Butler Township, Franklin Township and Menallen Township (hereinafter “Joint Contract for Municipal Solid Waste Collection/Disposal and Recycling”), and General Specifications and Instructions to Bidders for Curbside Collection, Transportation and Processing/Disposal of Municipal Solid Waste and Recyclables for Multiple Municipalities in Adams County dated September 6, 2017 (hereinafter “Specifications and Instructions”)(hereinafter the “Joint Contract for Municipal Solid Waste Collection/Disposal and Recycling” and “Specifications and Instructions” are collectively referred to as “Contract Documents). The Contract Documents are incorporated herein by reference; and

WHEREAS, the Parties agree to the terms, conditions, and prices as set forth in the Contract Documents.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the Contract Documents and intending to be legally bound, the Parties hereby agree as follows:

- 1. The recitals set forth above are incorporated herein by reference and made a part hereof.**
- 2. The Parties agree to perform their respective duties and obligations as set forth in the Contract Documents and that all terms and conditions in the Contract Documents are incorporated herein by reference.**

3. **Default/Remedies:** In the event of a default of the responsibilities or obligations set forth in the Contract Documents, the Parties may exercise the remedies set forth in the Contract Documents. The Municipality shall have the right to exercise any remedy available in contract, at law, or in equity.
4. **Effective Date/Term:** The effective date of this Agreement shall be the date above first written. The term shall be for the Initial Contract Term set forth in the Contract Documents, subject to extension as provided for in the Contract Documents.
5. **Venue:** In the event of a dispute regarding this Agreement any legal or equitable action shall be brought before the Court of Common Pleas of Adams County, Pennsylvania.
6. **Construction:** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
7. **No modification, amendment, change or addition to the Agreement shall be binding on the parties unless reduced in writing and signed by authorized representatives.**
8. **This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements between the parties respecting the within subject matter.**
9. **If any terms or provisions of this Agreement or application thereof become invalid the remainder of said terms or provisions hereof shall not be affected thereby; and, to this end, the parties hereto agree that the terms and provisions of this Agreement are severable.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

BY: _____
(Name of Municipality)

ATTEST:

(Secretary)

(President, Borough Council/Chairman, Board of Supervisors)

(SEAL)

(Name of Firm)

BY: _____

TITLE: _____

(AFFIX CORPORATE SEAL)

BID FORM 2

JOINT CONTRACT FOR THE FOLLOWING COLLECTIVE GROUP OF MUNICIPALITIES

for

MUNICIPAL SOLID WASTE COLLECTION/DISPOSAL AND RECYCLING

NORTHEAST GROUP

Huntington Township • Latimore Township • Tyrone Township • York Springs Borough

Collection:

Under Bid Form 2, the Collector shall collect, remove and properly process or dispose of Municipal Solid Waste, Large Items, and Recyclable Materials, if selected by the Customer (optional), from all Residential Dwelling Units and Service Units which desire municipal solid waste collection and may include rental units, mobile home parks, small business establishments, churches, municipal offices, and if applicable, from commercial establishments and such other places having municipal solid waste and recyclable materials as defined herein (which can comply with the maximum container requirements, as described in the Definitional Section shall also be considered residential customers) The maximum quantity of municipal solid waste allowed for each Residential Dwelling Unit, Service Unit, or other eligible establishment, for each collection day shall be the equivalent to **five (5)** loaded containers weighing not more than seventy-five (75) pounds each, nor exceeding a volume of thirty-two (32) gallons each. Collection of municipal solid waste and large items shall be made one (1) time per week, and collection of recyclables, if selected by the Customer, shall be made bi-weekly, for the entire life of the contract. Standard Per-Bag Service is an alternative choice for customers under Bid Form 2 and shall include a minimum of twelve (12) Bag-Tags, during the term of the contract.

Any hauler collecting municipal solid waste and recyclables within the municipalities must comply with the Adams County Municipal Waste Management Plan, ordinances, and Rules and Regulations of Adams County.

- ❖ Municipal solid waste collection **is not** mandatory for Residential Customers in the Municipality(ies) listed above, but any Residential Customer desiring municipal solid waste collection is required to use the Collector.

- ❖ Collection of Municipal Solid Waste and recyclables from Large Commercial, Institutional, Industrial, Agricultural, Multi-Unit Business Centers or Multi-Rental Unit (exceeding four units) Establishments **is not** included in this contract. These Establishments may contract with the Municipal Collector or with other haulers operating in compliance with the Adams County Municipal Waste Management Plan, ordinances, and Rules and Regulations of Adams County.

Individual Municipality Requirements:

- ❖ *For Huntington Township Only:* Municipal solid waste collection **is** mandatory for every Rental Unit and Commercial Establishments. Rental Unit and Commercial Establishment customers are required to use the Collector, if they can comply with the maximum container requirements.

BID FORM 2

The Instructions to Bidders and Specifications attached hereto are incorporated by reference herein and made a part hereof.

Commencing January 1, 2018 and extending to March 31, 2021, with a one (1) year optional extension at no increase.

Option:

Municipal Solid Waste Collection and Disposal (includes Large Item pick-up)
\$ _____ / year per customer

Bi-Weekly Recycling \$ _____ / year per customer (optional)

Standard Per-Bag Service \$ _____ (Minimum of twelve [12]
Bag-Tags required)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ _____ /Bag

BID FORM 2

**TERMS AND CONDITIONS
FOR THE
MUNICIPAL SOLID WASTE COLLECTION/DISPOSAL AND RECYCLING
CONTRACT**

- a. The undersigned having carefully read and considered the terms and conditions of the Municipal Solid Waste Collection/Disposal and Recycling Contract and other documents contained in the *General Specifications And Instructions To Bidders For Curbside Collection, Transportation And Processing/Disposal Of Municipal Solid Waste And Recyclables For Multiple Municipalities Of Adams County* package, and being familiar with the local conditions affecting the cost of the work, does hereby propose to furnish all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to provide municipal solid waste collection/disposal and recycling services in accordance with the Municipal Solid Waste Collection Disposal and Recycling Contract under the conditions and rates hereinafter set forth.
- b. In submitting this response, it is understood that The Municipality(ies) reserve the right to reject any or all submittals, to waive any informalities in any submittal or the solicitation process, and to negotiate any final contract provisions based on the responses submitted.
- c. In submitting this response, the undersigned agrees that no price bid may be withdrawn for a period of one hundred-twenty (120) days after the date for receipt of responses and that all Price Bids shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by The Municipality(ies).
- d. In submitting this response, the undersigned agrees to comply with the Adams County Municipal Waste Management Plan, ordinances and Rules and Regulations of Adams County, and the requirements of the Contract Documents.

Accepted By:

DATE: _____

(Name of Firm)

By: _____

Title: _____

ATTEST:

AFFIX
CORPORATE
SEAL

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by The Multiple Municipalities of Adams County in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Municipalities of the true facts relating to the submission of Responses for this contract. I understand and my firm understands that any fraudulent concealment will allow The Municipalities to pursue all applicable remedies at law or equity including, but not limited to, the right to reject this Response.

Sworn to and Subscribed before me

(Name)

(Company Position)

This _____ day of _____, 20____.

(Notary Public)

My Commission Expires: _____

BID FORM 2

2018 AGREEMENT TO ENTER INTO MUNICIPAL SOLID WASTE CONTRACT

This Agreement is entered into this day of _____ 2017, by and between the Municipality of _____, a political subdivision (“Municipality”); and _____, a solid waste collection firm (“Solid Waste Collection Firm”), hereafter, jointly referred to as the “Parties.”

WHEREAS, the Parties are entering into a Municipal Solid Waste Contract for the curbside collection, transportation and processing/disposal of municipal solid waste and recyclables in 2018 (“2018 Agreement”); and

WHEREAS, the Solid Waste Collection Firm submitted a Response to a Request for Bids for Curbside Collection, Transportation and Processing/Disposal of Municipal Solid Waste and Recyclables for the Northeast Group of Municipalities in Adams County, Pennsylvania consisting of Huntington Township, Latimore Township, Tyrone Township and York Springs Borough; and

WHEREAS, the Northeast Group, together with Huntington Township, Latimore Township, Tyrone Township, and York Springs Borough has awarded the contract for Municipal Solid Waste Collection/Disposal and Recycling to the Solid Waste Collection Firm in accordance with the terms and conditions of the Contract Documents and the Solid Waste Collection Firm’s Response to Request for Bids; and

WHEREAS, the Parties agree to the terms, conditions and prices as set forth in the Joint Contract for the following Collective Group of Municipalities for Municipal Solid Waste Collection/Disposal and Recycling Northeast Group, Huntington Township, Latimore Township, Tyrone Township and York Springs Borough (hereinafter “Joint Contract for Municipal Solid Waste Collection/Disposal and Recycling”), and General Specifications and Instructions to Bidders for Curbside Collection, Transportation and Processing/Disposal of Municipal Solid Waste and Recyclables for Multiple Municipalities in Adams County dated September 6, 2017 (hereinafter “Specifications and Instructions”)(hereinafter the “Joint Contract for Municipal Solid Waste Collection/Disposal and Recycling” and “Specifications and Instructions” are collectively referred to as “Contract Documents). The Contract Documents are incorporated herein by reference; and

WHEREAS, the Parties agree to the terms, conditions, and prices as set forth in the Contract Documents.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the Contract Documents and intending to be legally bound, the Parties hereby agree as follows:

- 1. The recitals set forth above are incorporated herein by reference and made a part hereof.**
- 2. The Parties agree to perform their respective duties and obligations as set forth in the Contract Documents and that all terms and conditions in the Contract Documents are incorporated herein by reference.**
- 3. Default/Remedies: In the event of a default of the responsibilities or obligations set forth in the Contract Documents, the Parties may exercise the remedies set forth in the Contract**

Documents. The Municipality shall have the right to exercise any remedy available in contract, at law, or in equity.

- 4. Effective Date/Term: The effective date of this Agreement shall be the date above first written. The term shall be for the Initial Contract Term set forth in the Contract Documents, subject to extension as provided for in the Contract Documents.**
- 5. Venue: In the event of a dispute regarding this Agreement any legal or equitable action shall be brought before the Court of Common Pleas of Adams County, Pennsylvania.**
- 6. Construction: This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.**
- 7. No modification, amendment, change or addition to the Agreement shall be binding on the parties unless reduced in writing and signed by authorized representatives.**
- 8. This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements between the parties respecting the within subject matter.**
- 9. If any terms or provisions of this Agreement or application thereof become invalid the remainder of said terms or provisions hereof shall not be affected thereby; and, to this end, the parties hereto agree that the terms and provisions of this Agreement are severable.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

BY: _____
(Name of Municipality)

ATTEST:

(Secretary)

(President, Borough Council/Chairman, Board of Supervisors)

(SEAL)

(Name of Firm)

BY: _____

TITLE: _____

(AFFIX CORPORATE SEAL)

BID FORM 3

JOINT CONTRACT FOR THE FOLLOWING COLLECTIVE GROUP OF MUNICIPALITIES

for

MUNICIPAL SOLID WASTE COLLECTION/DISPOSAL AND RECYCLING

SOUTHWEST GROUP

Carroll Valley Borough • Fairfield Borough • Freedom Township

Hamiltonban Township • Highland Township • Liberty Township

Collection:

Under Bid Form 3, the Collector shall collect, remove and properly process or dispose of Municipal Solid Waste, Large Items, Recyclable Materials and Covered Devices (if applicable under the selected option) from all Residential Dwelling Units and Service Units which desire municipal solid waste collection and may include rental units, mobile home parks, small business establishments, churches, municipal offices, and if applicable, from commercial establishments and such other places having municipal solid waste and recyclable materials as defined herein (which can comply with the maximum container requirements, as described in the Definitional Section shall also be considered residential customers) The maximum quantity of municipal solid waste allowed for each Residential Dwelling Unit, Service Unit, or other eligible establishment, for each collection day shall be the equivalent to **five (5)** loaded containers weighing not more than seventy-five (75) pounds each, nor exceeding a volume of thirty-two (32) gallons each. Collection of municipal solid waste shall be made one (1) time per week, and collection of recyclables shall be bi-weekly, for the entire life of the contract. Standard Per-Bag Service is an alternative choice for customers under Bid Form 3 and shall include a minimum of twelve (12) Bag-Tags, during the term of the contract. Recycling of Covered Devices, if selected by the Municipalities shall take place quarterly at drop-off locations selected by the Municipality(ies).

Any hauler collecting municipal solid waste and recyclables within the municipalities must comply with the Adams County Municipal Waste Management Plan, ordinances, and Rules and Regulations of Adams County.

- ❖ Municipal solid waste collection **is not** mandatory for Residential Customers in the Municipality(ies) listed above, but any Residential Customer desiring municipal solid waste collection is required to use the Collector.

- ❖ Collection of Municipal Solid Waste and recyclables from Large Commercial, Institutional, Industrial, Agricultural, Multi-Unit Business Centers or Multi-Rental Unit (exceeding four units) Establishments **is not** included in this contract. These Establishments may contract with the Municipal Collector or other haulers operating in compliance with the Adams County Municipal Waste Management Plan, ordinances, and Rules and Regulations of Adams County.

Individual Municipality Requirements:

- ❖ *For Carroll Valley Borough Only:* All Commercial Establishments in Carroll Valley Borough **are** required to use the Collector, if they can comply with the maximum container requirements.

- ❖ *For Hamiltonban Township Only:* Municipal solid waste collection **is** mandatory for every Rental Unit and Commercial Establishment. Rental Unit and Commercial Establishment customers are required to use the Collector, if they can comply with the maximum container requirements.

BID FORM 3

The Instructions to Bidders and Specifications attached hereto are incorporated by reference herein and made a part hereof.

Commencing January 1, 2018 and extending to March 31, 2021, with a one (1) year optional extension at no increase.

Option 1:

Municipal Solid Waste Collection and Disposal (includes Large Item pick-up and Bi-Weekly Recycling)

\$ _____ / year per customer

Standard Per-Bag Service \$ _____ (Minimum of twelve [12] Bag-Tags required)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ _____ /Bag-Tag

Option 2:

Municipal Solid Waste Collection and Disposal (includes Large Item pick-up, Bi-Weekly Recycling and Quarterly Covered Devices Recycling)

\$ _____ / year per customer

Standard Per-Bag Service \$ _____ / (Minimum of twelve [12] Bag-Tags required)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ _____ /Bag-Tag

BID FORM 3

**TERMS AND CONDITIONS
FOR THE
MUNICIPAL SOLID WASTE COLLECTION/DISPOSAL AND RECYCLING
CONTRACT**

- a. The undersigned having carefully read and considered the terms and conditions of the Municipal Solid Waste Collection/Disposal and Recycling Contract and other documents contained in the *General Specifications And Instructions To Bidders For Curbside Collection, Transportation And Processing/Disposal Of Municipal Solid Waste And Recyclables For Multiple Municipalities Of Adams County* package, and being familiar with the local conditions affecting the cost of the work, does hereby propose to furnish all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to provide municipal solid waste collection/disposal and recycling services in accordance with the Municipal Solid Waste Collection Disposal and Recycling Contract under the conditions and rates hereinafter set forth.
- b. In submitting this response, it is understood that the Municipality(ies) reserve the right to reject any or all submittals, to waive any informalities in any submittal or the solicitation process, and to negotiate any final contract provisions based on the responses submitted.
- c. In submitting this response, the undersigned agrees that no price bids may be withdrawn for a period of one hundred-twenty (120) days after the date for receipt of responses and that all Price Bids shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the Municipality(ies).
- d. In submitting this response, the undersigned agrees to comply with the Adams County Municipal Waste Management Plan, ordinances and Rules and Regulations of Adams County, and the requirements of the Contract Documents.

Accepted By:

DATE: _____

(Name of Firm)

By: _____

Title: _____

ATTEST:

AFFIX
CORPORATE
SEAL

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Multiple Municipalities of Adams County in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Municipalities of the true facts relating to the submission of Responses for this contract. I understand and my firm understands that any fraudulent concealment will allow the Municipalities to pursue all applicable remedies at law or equity including, but not limited to, the right to reject this Response.

Sworn to and Subscribed before me

(Name)

(Company Position)

This _____ day of _____, 20____.

(Notary Public)

My Commission Expires: _____

BID FORM 3

2018 AGREEMENT TO ENTER INTO MUNICIPAL SOLID WASTE CONTRACT

This Agreement is entered into this day of _____ 2017, by and between the Municipality of _____, a political subdivision (“Municipality”); and _____, a solid waste collection firm (“Solid Waste Collection Firm”), hereafter, jointly referred to as the “Parties.”

WHEREAS, the Parties are entering into a Municipal Solid Waste Contract for the curbside collection, transportation and processing/disposal of municipal solid waste and recyclables in 2018 (“2018 Agreement”); and

WHEREAS, the Solid Waste Collection Firm submitted a Response to a Request for Bids for Curbside Collection, Transportation and Processing/Disposal of Municipal Solid Waste and Recyclables for the Southwest Group of Municipalities in Adams County, Pennsylvania consisting of Carroll Valley Borough, Fairfield Borough, Freedom Township, Hamiltonban Township, Highland Township and Liberty Township; and

WHEREAS, the Southwest Group, together with Carroll Valley Borough, Fairfield Borough, Freedom Township, Hamiltonban Township, Highland Township and Liberty Township has selected Option _____ and awarded the contract for Municipal Solid Waste Collection/Disposal and Recycling to the Solid Waste Collection Firm in accordance with the terms and conditions of the Contract Documents and the Solid Waste Collection Firm’s Response to Request for Bids; and

WHEREAS, the Parties agree to the terms, conditions and prices as set forth in the Joint Contract for the following Collective Group of Municipalities for Municipal Solid Waste Collection/Disposal and Recycling Southwest Group, Carroll Valley Borough, Fairfield Borough, Freedom Township, Hamiltonban Township, Highland Township and Liberty Township (hereinafter “Joint Contract for Municipal Solid Waste Collection/Disposal and Recycling”), and General Specifications and Instructions to Bidders for Curbside Collection, Transportation and Processing/Disposal of Municipal Solid Waste and Recyclables for Multiple Municipalities in Adams County dated September 6, 2018 (hereinafter “Specifications and Instructions”)(hereinafter the “Joint Contract for Municipal Solid Waste Collection/Disposal and Recycling” and “Specifications and Instructions” are collectively referred to as “Contract Documents). The Contract Documents are incorporated herein by reference; and

WHEREAS, the Parties agree to the terms, conditions, and prices as set forth in the Contract Documents.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the Contract Documents and intending to be legally bound, the Parties hereby agree as follows:

- 1. The recitals set forth above are incorporated herein by reference and made a part hereof.**
- 2. The Parties agree to perform their respective duties and obligations as set forth in the Contract Documents and that all terms and conditions in the Contract Documents are incorporated herein by reference.**

3. **Default/Remedies:** In the event of a default of the responsibilities or obligations set forth in the Contract Documents, the Parties may exercise the remedies set forth in the Contract Documents. The Municipality shall have the right to exercise any remedy available in contract, at law, or in equity.
4. **Effective Date/Term:** The effective date of this Agreement shall be the date above first written. The term shall be for the Initial Contract Term set forth in the Contract Documents, subject to extension as provided for in the Contract Documents.
5. **Venue:** In the event of a dispute regarding this Agreement any legal or equitable action shall be brought before the Court of Common Pleas of Adams County, Pennsylvania.
6. **Construction:** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
7. **No modification, amendment, change or addition to the Agreement shall be binding on the parties unless reduced in writing and signed by authorized representatives.**
8. **This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements between the parties respecting the within subject matter.**
9. **If any terms or provisions of this Agreement or application thereof become invalid the remainder of said terms or provisions hereof shall not be affected thereby; and, to this end, the parties hereto agree that the terms and provisions of this Agreement are severable.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

BY: _____
 (Name of Municipality)

ATTEST:

 (Secretary)

 (President, Borough Council/Chairman, Board of Supervisors)

(SEAL)

 (Name of Firm)

BY: _____

TITLE: _____

(AFFIX CORPORATE SEAL)

BID FORM 4

JOINT CONTRACT FOR THE FOLLOWING COLLECTIVE GROUP OF MUNICIPALITIES

for

MUNICIPAL WASTE SOLID COLLECTION/DISPOSAL AND RECYCLING

SOUTHEAST GROUP

Abbottstown Borough • Cumberland Township • Straban Township

Collection:

Under Bid Form 4, the Collector shall collect, remove and properly process or dispose of Municipal Solid Waste, Large Items, Recyclable Materials and Covered Devices (if applicable under the selected option) from all Residential Dwelling Units and Service Units which desire municipal solid waste collection and may include rental units, mobile home parks, small business establishments, churches, municipal offices, and if applicable, from commercial establishments and such other places having municipal solid waste and recyclable materials as defined herein (which can comply with the maximum container requirements, as described in the Definitional Section shall also be considered residential customers) The maximum quantity of municipal solid waste allowed for each Residential Dwelling Unit, Service Unit, or other eligible establishment, for each collection day shall be the equivalent to **five (5)** loaded containers weighing not more than seventy-five (75) pounds each, nor exceeding a volume of thirty-two (32) gallons each. Collection of municipal solid waste shall be made one (1) time per week, and collection of recyclables shall be made bi-weekly, for the entire life of the contract. Standard Per-Bag Service is an alternative choice for customers under Bid Form 4 and shall include a minimum of twelve (12) Bag-Tags, during the term of the contract. Recycling of Covered Devices, if selected by the Municipalities shall take place quarterly at drop-off locations selected by the Municipality(ies).

Any hauler collecting municipal solid waste and recyclables within the municipalities must comply with the Adams County Municipal Waste Management Plan, ordinances, and Rules and Regulations of Adams County.

- ❖ Municipal solid waste collection **is not** mandatory for Residential Customers in the Municipality(ies) listed above, but any Residential Customer desiring municipal solid waste collection is required to use the Collector.

- ❖ Collection of Municipal Solid Waste and recyclables from Large Commercial, Institutional, Industrial, Agricultural, Multi-Unit Business Centers or Multi-Rental Unit (exceeding four units) Establishment **is not** included in this contract. These Establishments may contract with the Municipal Collector or other haulers operating in compliance with the Adams County Municipal Waste Management Plan, ordinances, and Rules and Regulations of Adams County.

BID FORM 4

The Instructions to Bidders and Specifications attached hereto are incorporated by reference herein and made a part hereof.

Commencing January 1, 2018 and extending to March 31, 2021, with a one (1) year optional extension at no increase.

Option 1:

Municipal Solid Waste Collection and Disposal (includes Large Item pick-up and Bi-Weekly Recycling)

\$ _____ / year per customer

Standard Per-Bag Service \$ _____ (Minimum of twelve [12] Bag-Tags required)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ _____ /Bag-Tag

Option 2:

Municipal Solid Waste Collection and Disposal (includes Large Item pick-up, Bi-Weekly Recycling and Quarterly Covered Devices Recycling)

\$ _____ / year per customer

Standard Per-Bag Service \$ _____ (Minimum of twelve [12] Bag-Tags required)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ _____ /Bag-Tag

BID FORM 4

**TERMS AND CONDITIONS
FOR THE
MUNICIPAL SOLID WASTE COLLECTION/DISPOSAL AND RECYCLING
CONTRACT**

- a. The undersigned having carefully read and considered the terms and conditions of the Municipal Solid Waste Collection/Disposal and Recycling Contract and other documents contained in the *General Specifications And Instructions To Bidders For Curbside Collection, Transportation And Processing/Disposal Of Municipal Solid Waste And Recyclables For Multiple Municipalities Of Adams County* package, and being familiar with the local conditions affecting the cost of the work, does hereby propose to furnish all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to provide municipal solid waste collection/disposal and recycling services in accordance with the Municipal Solid Waste Collection Disposal and Recycling Contract under the conditions and rates hereinafter set forth.
- b. In submitting this response, it is understood that the Municipality(ies) reserve the right to reject any or all submittals, to waive any informalities in any submittal or the solicitation process, and to negotiate any final contract provisions based on the responses submitted.
- c. In submitting this response, the undersigned agrees that no price bids may be withdrawn for a period of one hundred-twenty (120) days after the date for receipt of responses and that all Price Bids shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the Municipality(ies).
- d. In submitting this response, the undersigned agrees to comply with the Adams County Municipal Waste Management Plan, ordinances and Rules and Regulations of Adams County, and the requirements of the Contract Documents.

Accepted By:

DATE: _____

(Name of Firm)

By: _____

Title: _____

ATTEST:

AFFIX
CORPORATE
SEAL

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Multiple Municipalities of Adams County in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Municipalities of the true facts relating to the submission of Responses for this contract. I understand and my firm understands that any fraudulent concealment will allow the Municipalities to pursue all applicable remedies at law or equity including, but not limited to, the right to reject this Response.

Sworn to and Subscribed before me

(Name)

(Company Position)

This _____ day of _____, 20_____.

(Notary Public)

My Commission Expires: _____

BID FORM 4

2018 AGREEMENT TO ENTER INTO MUNICIPAL SOLID WASTE CONTRACT

This Agreement is entered into this day of _____ 2017, by and between the Municipality of _____, a political subdivision (“Municipality”); and _____, a solid waste collection firm (“Solid Waste Collection Firm”), hereafter, jointly referred to as the “Parties.”

WHEREAS, the Parties are entering into a Municipal Solid Waste Contract for the curbside collection, transportation and processing/disposal of municipal solid waste and recyclables in 2018 (“2018 Agreement”); and

WHEREAS, the Solid Waste Collection Firm submitted a Response to a Request for Bids for Curbside Collection, Transportation and Processing/Disposal of Municipal Solid Waste and Recyclables for the Southeast Group of Municipalities in Adams County, Pennsylvania consisting of Abbottstown Borough, Cumberland Township and Straban Township; and

WHEREAS, the Southeast Group, together with Abbottstown Borough, Cumberland Township and Straban Township has selected Option _____ and awarded the contract for Municipal Solid Waste Collection/Disposal and Recycling to the Solid Waste Collection Firm in accordance with the terms and conditions of the Contract Documents and the Solid Waste Collection Firm’s Response to Request for Bids; and

WHEREAS, the Parties agree to the terms, conditions and prices as set forth in the Joint Contract for the following Collective Group of Municipalities for Municipal Waste Collection/Disposal and Recycling Southeast Group, Abbottstown Borough, Cumberland Township, and Straban Township (hereinafter “Joint Contract for Municipal Solid Waste Collection/Disposal and Recycling”), and General Specifications and Instructions to Bidders for Curbside Collection, Transportation and Processing/Disposal of Municipal Solid Waste and Recyclables for Multiple Municipalities in Adams County dated September 6, 2017 (hereinafter “Specifications and Instructions”)(hereinafter the “Joint Contract for Municipal Solid Waste Collection/Disposal and Recycling” and “Specifications and Instructions” are collectively referred to as “Contract Documents). The Contract Documents are incorporated herein by reference; and

WHEREAS, the Parties agree to the terms, conditions, and prices as set forth in the Contract Documents.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the Contract Documents and intending to be legally bound, the Parties hereby agree as follows:

- 1. The recitals set forth above are incorporated herein by reference and made a part hereof.**
- 2. The Parties agree to perform their respective duties and obligations as set forth in the Contract Documents and that all terms and conditions in the Contract Documents are incorporated herein by reference.**
- 3. Default/Remedies: In the event of a default of the responsibilities or obligations set forth in the Contract Documents, the Parties may exercise the remedies set forth in the Contract**

Documents. The Municipality shall have the right to exercise any remedy available in contract, at law, or in equity.

- 4. Effective Date/Term:** The effective date of this Agreement shall be the date above first written. The term shall be for the Initial Contract Term set forth in the Contract Documents, subject to extension as provided for in the Contract Documents.
- 5. Venue:** In the event of a dispute regarding this Agreement any legal or equitable action shall be brought before the Court of Common Pleas of Adams County, Pennsylvania.
- 6. Construction:** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
- 7. No modification, amendment, change or addition to the Agreement shall be binding on the parties unless reduced in writing and signed by authorized representatives.**
- 8. This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements between the parties respecting the within subject matter.**
- 9. If any terms or provisions of this Agreement or application thereof become invalid the remainder of said terms or provisions hereof shall not be affected thereby; and, to this end, the parties hereto agree that the terms and provisions of this Agreement are severable.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

BY: _____
(Name of Municipality)

ATTEST:

(Secretary)

(President, Borough Council/Chairman, Board of Supervisors)

(SEAL)

(Name of Firm)

BY: _____

TITLE: _____

(AFFIX CORPORATE SEAL)

BID FORM 5

MUNICIPAL SOLID WASTE COLLECTION/DISPOSAL AND RECYCLING

for

CONEWAGO TOWNSHIP

Collection:

Under Bid Form 5, the Collector shall collect, remove and properly process or dispose of **Municipal Solid Waste, Large Items and Recyclable Materials; along with the collection and recycling of Leaf/Yard Waste** and Covered Devices (if applicable under the selected option) from all Residential Dwelling Units and Service Units which include rental units, mobile home parks, small business establishments, churches, municipal offices and such other places having municipal solid waste and recyclable materials as defined herein (which can comply with the maximum container requirements, as described in the Definitional Section shall also be considered residential customers) in Conewago Township. Collection of municipal solid waste, large items, recyclables and leaf/yard waste **shall be** mandatory within Conewago Township. Municipal solid waste and recyclable materials from MULTI-UNIT BUSINESS CENTERS EXCEEDING FOUR (4) UNITS, AGRICULTURAL, LARGE COMMERCIAL, INSTITUTIONAL or INDUSTRIAL FIRMS, in Conewago Township, **shall not be included** in this contract. These materials shall be collected and disposed by separate arrangements between the owners and any hauler operating in compliance with the Adams County Municipal Waste Management Plan, ordinances, and Rules and Regulations of Adams County.

All municipal solid waste and recyclables shall be collected not less often than weekly for the entire life of the contract. Standard Per-Bag Service is an alternative choice for customers under Bid Form 5 and shall include a minimum of twelve (12) Bag-Tags during the term of the Contract, plus large item, weekly recycling, leaf/yard waste pick-up, and Covered Devices (if applicable under the selected option). Recycling of Covered Devices, if selected by the Municipality, shall take place quarterly at a drop-off location selected by the Municipality.

The Collector shall inform, in writing, all customers about the recycling program, as well as recycling requirements, on a semi-annual basis. This information shall also be available on the Collector's website. The dates for the required recycling notification shall be mutually agreed upon by the Collector and the Municipality. Leaf/yard waste shall be collected three times annually; once in the Spring, once during the Summer and once in the Fall, on dates mutually agreed upon by the Collector and the Municipality. Customers shall receive notice by the Collector a minimum two (2) weeks prior to collection. The Collector will notify customers that the materials to be collected must be placed in open biodegradable leaf waste bags (available through the Township or private vendor.) Plastic bags and loose leaves or brush will not be accepted as leaf/yard waste. The Collector shall furnish an accurate report of the total tonnage of leaf/yard waste collected, and recycled, to the Municipality.

Any hauler collecting municipal solid waste within the Municipality must comply with the Adams County Municipal Waste Management Plan, ordinances, and Rules and Regulations of Adams County.

The maximum quantity of municipal solid waste allowed for each Residential Dwelling Unit, Service Unit, or other establishment, for each collection day shall be the equivalent to **three (3)** loaded containers weighing not more than seventy-five (75) pounds each, nor exceeding a volume of thirty-two (32) gallons each.

BID FORM 5

The Instructions to Bidders and Specifications attached hereto are incorporated by reference herein and made a part hereof.

Commencing January 1, 2018 and extending to March 31, 2021, with a one (1) year optional extension at no increase.

Option 1:

Municipal Solid Waste Collection and Disposal (includes Large Item, weekly recycling, and leaf/yard waste pick-up)

\$ _____ / year per customer

Per Bag Service \$ _____ (minimum of 12 Bag-Tags required, plus large item, weekly recycling and leaf/yard waste pickup.)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ _____ /Bag-Tag

Option 2:

Municipal Solid Waste Collection and Disposal (includes Large Item, weekly recycling, leaf/yard waste pick-up and Quarterly Covered Devices Recycling)

\$ _____ / year per customer

Per Bag Service \$ _____ (minimum of 12 Bag-Tags required, plus large item, weekly recycling and leaf/yard waste pickup and Quarterly Covered Devices Recycling)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ _____ /Bag-Tag

BID FORM 5

**TERMS AND CONDITIONS
FOR THE
MUNICIPAL SOLID WASTE COLLECTION/DISPOSAL AND RECYCLING
CONTRACT**

- a. The undersigned having carefully read and considered the terms and conditions of the Municipal Solid Waste Collection/Disposal and Recycling Contract and other documents contained in the *General Specifications And Instructions To Bidders For Curbside Collection, Transportation And Processing/Disposal Of Municipal Solid Waste And Recyclables For Multiple Municipalities Of Adams County* package, and being familiar with the local conditions affecting the cost of the work, does hereby propose to furnish all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to provide municipal solid waste collection/disposal and recycling services in accordance with the Municipal Solid Waste Collection Disposal and Recycling Contract under the conditions and rates hereinafter set forth.
- b. In submitting this response, it is understood that The Municipality(ies) reserve the right to reject any or all submittals, to waive any informalities in any submittal or the solicitation process, and to negotiate any final contract provisions based on the responses submitted.
- c. In submitting this response, the undersigned agrees that no price bids may be withdrawn for a period of one hundred-twenty (120) days after the date for receipt of responses and that all Price Bids shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by The Municipality(ies).
- d. In submitting this response, the undersigned agrees to comply with the Adams County Municipal Waste Management Plan, ordinances and Rules and Regulations of Adams County, and the requirements of the Contract Documents.

Accepted By:

DATE: _____
(Name of Firm)

By: _____

Title: _____

ATTEST:

AFFIX
CORPORATE
SEAL

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Multiple Municipalities of Adams County in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Municipalities of the true facts relating to the submission of Responses for this contract. I understand and my firm understands that any fraudulent concealment will allow The Municipalities to pursue all applicable remedies at law or equity including, but not limited to, the right to reject this Response.

Sworn to and Subscribed before me

(Name)

(Company Position)

This _____ day of _____, 20____.

(Notary Public)

My Commission Expires: _____

BID FORM 5

2018 AGREEMENT TO ENTER INTO MUNICIPAL SOLID WASTE CONTRACT

This Agreement is entered into this day of _____ 2017, by and between the Municipality of _____, a political subdivision (“Municipality”); and _____, a solid waste collection firm (“Solid Waste Collection Firm”), hereafter, jointly referred to as the “Parties.”

WHEREAS, the Parties are entering into a Municipal Solid Waste Contract for the curbside collection, transportation and processing/disposal of municipal solid waste and recyclables in 2018 (“2018 Agreement”); and

WHEREAS, the Solid Waste Collection Firm submitted a Response to a Request for Bids for Curbside Collection, Transportation and Processing/Disposal of Municipal Solid Waste and Recyclables for Conewago Township in Adams County, Pennsylvania; and

WHEREAS, Conewago Township has selected Option _____ and awarded the contract for Municipal Solid Waste Collection/Disposal and Recycling to the Solid Waste Collection Firm in accordance with the terms and conditions of the Contract Documents and the Solid Waste Collection Firm’s Response to Request for Bids; and

WHEREAS, the Parties agree to the terms, conditions and prices as set forth in the Contract for Municipal Solid Waste Collection/Disposal and Recycling Conewago Township (hereinafter “Contract for Municipal Solid Waste Collection/Disposal and Recycling”), and General Specifications and Instructions to Bidders for Curbside Collection, Transportation and Processing/Disposal of Municipal Solid Waste and Recyclables for Multiple Municipalities in Adams County dated September 6, 2017 (hereinafter “Specifications and Instructions”)(hereinafter the “Contract for Municipal Solid Waste Collection/Disposal and Recycling” and “Specifications and Instructions” are collectively referred to as “Contract Documents). The Contract Documents are incorporated herein by reference; and

WHEREAS, the Parties agree to the terms, conditions, and prices as set forth in the Contract Documents.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the Contract Documents and intending to be legally bound, the Parties hereby agree as follows:

- 1. The recitals set forth above are incorporated herein by reference and made a part hereof.**
- 2. The Parties agree to perform their respective duties and obligations as set forth in the Contract Documents and that all terms and conditions in the Contract Documents are incorporated herein by reference.**
- 3. Default/Remedies: In the event of a default of the responsibilities or obligations set forth in the Contract Documents, the Parties may exercise the remedies set forth in the Contract**

Documents. The Municipality shall have the right to exercise any remedy available in contract, at law, or in equity.

- 4. Effective Date/Term: The effective date of this Agreement shall be the date above first written. The term shall be for the Initial Contract Term set forth in the Contract Documents, subject to extension as provided for in the Contract Documents.**
- 5. Venue: In the event of a dispute regarding this Agreement any legal or equitable action shall be brought before the Court of Common Pleas of Adams County, Pennsylvania.**
- 6. Construction: This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.**
- 7. No modification, amendment, change or addition to the Agreement shall be binding on the parties unless reduced in writing and signed by authorized representatives.**
- 8. This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements between the parties respecting the within subject matter.**
- 9. If any terms or provisions of this Agreement or application thereof become invalid the remainder of said terms or provisions hereof shall not be affected thereby; and, to this end, the parties hereto agree that the terms and provisions of this Agreement are severable.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

BY: _____
(Name of Municipality)

ATTEST:

(Secretary)

(President, Borough Council/Chairman, Board of Supervisors)

(SEAL)

(Name of Firm)

BY: _____

TITLE: _____

(AFFIX CORPORATE SEAL)

BID FORM 6

MUNICIPAL SOLID WASTE COLLECTION/DISPOSAL AND RECYCLING for GETTYSBURG BOROUGH

Under Bid Form 6, the Collector shall collect, remove and properly process or dispose of Municipal Solid Waste, Large Items, Recyclable Materials, Leaf/Yard Waste (if applicable under the selected option) and Covered Devices (if applicable under the selected option) from all Residential Dwelling Units and Service Units which desire municipal solid waste collection, and may include rental units, mobile home parks, small business establishments, churches, municipal offices and such other locations having municipal solid waste and recyclable materials as defined herein (which can comply with the maximum container requirements as described in the Definitional Section shall also be considered residential customers) in the entire Borough of Gettysburg. Collection of municipal solid waste, large items, recyclables, leaf/yard waste pick up (if applicable under the selected option), and Covered Devices (if applicable under the selected option) **shall be** mandatory within the Borough of Gettysburg. All trucks used within the Borough must have two persons collecting municipal solid waste (recycling trucks are exempt from this requirement.) One of those persons may be the driver of the truck. For the purposes of these specifications and instructions, Gettysburg College shall not be considered as a commercial establishment and shall not be included in any contract entered into pursuant to these specifications and instructions.

Any hauler collecting municipal solid waste and recyclables within the Municipality must comply with the Adams County Municipal Waste Management Plan, ordinances, and Rules and Regulations of Adams County.

All municipal solid waste and recyclables shall be collected **not less often than weekly** for the entire life of the contract. Standard Per-Bag Service is an alternative choice for customers under Bid Form 6 and shall include a minimum of twelve (12) Bag-Tags during the term of the Contract, plus large item, weekly recycling, leaf/yard waste pick-up (if applicable under the selected option), and

Covered Devices (if applicable under the selected option). Recycling of Covered Devices, if selected by the Municipality shall take place quarterly at a drop-off location selected by the Municipality.

The maximum quantity of municipal solid waste allowed for each dwelling unit or other establishment for each collection day shall be the equivalent to **three (3)** loaded containers weighing not more than seventy-five (75) pounds each, nor exceeding a volume of thirty-two (32) gallons each.

The Collector shall inform, in writing, all customers about the recycling program, as well as recycling requirements, on a semi-annual basis. This information shall also be available on the Collector's website. The dates required for the recycling notification shall be mutually agreed upon by the Collector and the Municipality. Leaf/yard (if applicable under the selected option) shall be collected three times annually; once in the Spring, once during the Summer and once in the Fall, on dates mutually agreed upon by the Collector and the Municipality. Customers shall receive notice by the Collector, a minimum of two (2) weeks prior to collection. The Collector will notify customers that the materials to be collected must be placed in open biodegradable leaf waste bags (available through the Borough or private vendor.) Plastic bags and loose leaves or brush will not be accepted as leaf/yard waste. The Collector shall furnish an accurate report of the total tonnage of leaf/yard waste collected, and recycled, to the Municipality.

The Municipality desires to maintain weekly service of single-source recycling to include, at minimum, the following: mixed paper, newsprint, cardboard, plastic containers, metal containers, and glass containers.

BID FORM 6A

Borough of Gettysburg

The Instructions to Bidders and Specifications attached hereto are incorporated by reference herein and made a part hereof. **(Note: Bid form 6B applies to all options.)**

Commencing January 1, 2018 and extending to March 31, 2021, with a one (1) year optional extension at no increase.

Option 1:

Municipal Solid Waste Collection and Disposal (includes Large Item and Weekly Recycling)
\$ _____ / year per customer

Per Bag Service \$ _____ (minimum of 12 Bag-Tags required, plus large item and weekly recycling.)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ _____ /Bag-Tag

Option 2:

Municipal Solid Waste Collection and Disposal (includes Large Item, Weekly Recycling and Leaf/Yard Waste)
\$ _____ / year per customer

Per Bag Service \$ _____ (minimum of 12 Bag-Tags required, plus large item, weekly recycling, and Leaf/Yard Waste.)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ _____ /Bag-Tag

Option 3:

Municipal Solid Waste Collection and Disposal (includes Large Item, Weekly Recycling and Quarterly Covered Devices Recycling)
\$ _____ / year per customer

Per Bag Service \$ _____ (minimum of 12 Bag-Tags required, plus large item, weekly recycling, and quarterly Covered Devices recycling.)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ _____ /Bag-Tag

Option 4:

Municipal Solid Waste Collection and Disposal (includes Large Item, Weekly Recycling, Leaf/Yard Waste, and Quarterly Covered Devices Recycling)

\$ _____ / year per customer

Per Bag Service \$ _____ (minimum of 12 Bag-Tags required, plus large item, weekly recycling, Leaf/Yard waste, and quarterly Covered Devices Recycling.)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ _____ /Bag-Tag

PROPOSAL FORM 6B – Gettysburg Borough

ITEM # "A"	DESCRIPTION "B"	APPROXIMATE QUANTITIES "C"	UNIT PRICE "D"	TOTAL (= c x d)	TOTAL + Covered Devices
1	Weekly residential and commercial (that can meet container requirements) curbside waste collection and disposal including weekly recycling and large item pick-up	1242 customers	_____ / month	_____	_____ /month
2	Standard Per-Bag service (minimum of 12 Bag-Tags required, plus large item and weekly recycling)		_____	N/A	
3	Borough Services: A 2-cubic yard dumpster with weekly pick-up and recycling at the Municipal Building, 59 East High Street A 4-cubic yard dumpster with weekly pick-up and recycling at the Rec. Park, Long Lane during the period 1 December through 31 March; and with pick-up and recycling three times per week during the period 1 April through 30 November Weekly pick-up of (2) Big Belly compacting units – (located at Lincoln Square and Steinwehr Avenue in the Borough) Approximately 41 on-street litter cans, 32 gallons each, and approximately 18 on-street recycling bins, with pick-up every Monday, Tuesday, Wednesday, Thursday, Friday and Saturday during the period 1 April through 30 November and with pickup Monday, Wednesday, Friday during the period 1 December through 31 March	Monthly price includes all Borough services	_____	_____	
GRAND TOTAL ITEMS 1+3				_____	_____

BID FORM 6

**TERMS AND CONDITIONS
FOR THE
MUNICIPAL WASTE COLLECTION/DISPOSAL AND RECYCLING CONTRACT**

- a. The undersigned having carefully read and considered the terms and conditions of the Municipal Waste Collection/Disposal and Recycling Contract and other documents contained in the *General Specifications And Instructions To Bidders For Curbside Collection, Transportation And Processing/Disposal Of Municipal Waste And Recyclables For Multiple Municipalities Of Adams County* package, and being familiar with the local conditions affecting the cost of the work, does hereby propose to furnish all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to provide municipal waste collection/disposal and recycling services in accordance with the Municipal Waste Collection Disposal and Recycling Contract under the conditions and rates hereinafter set forth.
- b. In submitting this response, it is understood that The Municipality(ies) reserve the right to reject any or all submittals, to waive any informalities in any submittal or the solicitation process, and to negotiate any final contract provisions based on the responses submitted.
- c. In submitting this response, the undersigned agrees that no price bids may be withdrawn for a period of one hundred-twenty (120) days after the date for receipt of responses and that all Price Bids shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by The Municipality(ies).
- d. In submitting this response, the undersigned agrees to comply with the Adams County Municipal Waste Management Plan, ordinances and Rules and Regulations of Adams County, and the requirements of the Contract Documents.

Accepted By:

DATE: _____

(Name of Firm)

By: _____

Title: _____

ATTEST:

AFFIX
CORPORATE
SEAL

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Multiple Municipalities of Adams County in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Municipalities of the true facts relating to the submission of Responses for this contract. I understand and my firm understands that any fraudulent concealment will allow The Municipalities to pursue all applicable remedies at law or equity including, but not limited to, the right to reject this Response.

Sworn to and Subscribed before me

(Name)

(Company Position)

This _____ day of _____, 20____.

(Notary Public)

My Commission Expires: _____

BID FORM 6

2018 AGREEMENT TO ENTER INTO MUNICIPAL SOLID WASTE CONTRACT

This Agreement is entered into this day of _____ 2017, by and between the Municipality of _____, a political subdivision (“Municipality”); and _____, a solid waste collection firm (“Solid Waste Collection Firm”), hereafter, jointly referred to as the “Parties.”

WHEREAS, the Parties are entering into a Municipal Waste Contract for the curbside collection, transportation and processing/disposal of municipal waste and recyclables in 2018 (“2018 Agreement”); and

WHEREAS, the Solid Waste Collection Firm submitted a Response to a Request for Bids for Curbside Collection, Transportation and Processing/Disposal of Municipal Waste and Recyclables for Gettysburg Borough in Adams County, Pennsylvania; and

WHEREAS, Gettysburg Borough has selected Option _____ and awarded the contract for Municipal Waste Collection/Disposal and Recycling to the Solid Waste Collection Firm in accordance with the terms and conditions of the Contract Documents and the Solid Waste Collection Firm’s Response to Request for Bids; and

WHEREAS, the Parties agree to the terms, conditions and prices as set forth in the Contract for Municipal Waste Collection/Disposal and Recycling Gettysburg Borough (hereinafter “Contract for Municipal Waste Collection/Disposal and Recycling”), and General Specifications and Instructions to Bidders for Curbside Collection, Transportation and Processing/Disposal of Municipal Waste and Recyclables for Multiple Municipalities in Adams County dated September 6, 2017 (hereinafter “Specifications and Instructions”)(hereinafter the “Contract for Municipal Waste Collect/Disposal and Recycling” and “Specifications and Instructions” are collectively referred to as “Contract Documents). The Contract Documents are incorporated herein by reference; and

WHEREAS, the Parties agree to the terms, conditions, and prices as set forth in the Contract Documents.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the Contract Documents and intending to be legally bound, the Parties hereby agree as follows:

- 1. The recitals set forth above are incorporated herein by reference and made a part hereof.**
- 2. The Parties agree to perform their respective duties and obligations as set forth in the Contract Documents and that all terms and conditions in the Contract Documents are incorporated herein by reference.**
- 3. Default/Remedies: In the event of a default of the responsibilities or obligations set forth in the Contract Documents, the Parties may exercise the remedies set forth in the Contract**

Documents. The Municipality shall have the right to exercise any remedy available in contract, at law, or in equity.

- 4. Effective Date/Term:** The effective date of this Agreement shall be the date above first written. The term shall be for the Initial Contract Term set forth in the Contract Documents, subject to extension as provided for in the Contract Documents.
- 5. Venue:** In the event of a dispute regarding this Agreement any legal or equitable action shall be brought before the Court of Common Pleas of Adams County, Pennsylvania.
- 6. Construction:** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
- 7. No modification, amendment, change or addition to the Agreement shall be binding on the parties unless reduced in writing and signed by authorized representatives.**
- 8. This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements between the parties respecting the within subject matter.**
- 9. If any terms or provisions of this Agreement or application thereof become invalid the remainder of said terms or provisions hereof shall not be affected thereby; and, to this end, the parties hereto agree that the terms and provisions of this Agreement are severable.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

BY: _____
(Name of Municipality)

ATTEST:

(Secretary)

(President, Borough Council/Chairman, Board of Supervisors)

(SEAL)

(Name of Firm)

BY: _____

TITLE: _____

(AFFIX CORPORATE SEAL)

APPENDIX F: References

F-1 References List

Adams County

Municipal Solid Waste Management Plan

References

Advancing Sustainable Materials Management: 2015 Fact Sheet (July 2018)

Final Report Statewide Waste Composition Study Pennsylvania Department of Environmental Protection (April 2003) R.W.Beck

PA CleanWays Illegal Dump Survey Final Report Adams County

Penn State College of Agricultural Sciences, Cooperative Extension, Septic Tank Pumping Form 161, A.R.Janett, Professor

APPENDIX G: Plan Implementation Documents

G-1 Municipal Waste Disposal Agreements

G-2 Municipal Waste Processing Agreements



ADAMS COUNTY OFFICE OF PLANNING AND DEVELOPMENT

670 Old Harrisburg Road, Suite 100 | Gettysburg, PA 17325
Ph: 717-337-9824 | Fx: 717-334-0786

Sherri Clayton-Williams, AICP, Director

December 12, 2018

Mr. Lee Zimmerman
Blue Ridge Landfill Company
PO Box 399
Scotland, PA 17254

Dear Mr. Zimmerman:

Adams County is in acceptance of the November 27, 2018 Proposal submitted by Waste Connections, Inc. in response to the Adams County Request for Proposals for Municipal Solid Waste Disposal/Processing Capacity.

In accepting this Proposal, Adams County and Blue Ridge Landfill Company are entering into a legal, binding and enforceable obligation that binds Blue Ridge Landfill Company (Operator) to reserving the following daily maximum operating capacities in exchange for the designation of Blue Ridge Landfill as a contracted disposal facility in the Adams County Municipal Solid Waste Management Plan. The reserved maximum operating capacities are: 500 tons per day of Municipal Solid Waste; 250 tons per day of Construction/Demolition Waste; and 100 tons per day of Municipal Sewage Sludge.

In accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, (Act 101), and in accordance with the Adams County Municipal Solid Waste Disposal and Processing Facility Capacity Agreement (Section 4.3), Blue Ridge Landfill Company agrees that "the average daily permitted capacity may not be used as a basis for rejecting county-generated loads of Municipal Solid Waste" when the reserved maximum operating capacities for Adams County have not been met or exceeded. In this regard, Blue Ridge Landfill Company will work diligently with County Registered Transporters to accommodate and provide contracted disposal services.

In guarantee of the Operator's performance, Blue Ridge Landfill Company shall submit a Performance Bond made payable to Adams County, as determined:

10% of the total first year bid amount (the sum of Municipal Solid Waste plus Construction/Demolition Waste plus Municipal Sewage Sludge) = $\$91 + \$91 + \$91 \times 0.10 = 27.3 \times 100 \text{ tpd} \times 365 \text{ days/year} \times 0.10 =$

\$99,645.00

This bond shall remain in force for the duration of this Agreement. In addition, Blue Ridge Landfill Company shall also designate the County as an additional insured under all required insurance policies under this Agreement and provide the County with proof as such.

Adams County looks forward to the continuation of a long-term partnership with Blue Ridge Landfill Company benefitting its citizens and the environment.

Respectfully yours,

A handwritten signature in cursive script that reads "Bicky Redman".

Bicky Redman, Senior Environmental Planner
Adams County Office of Planning and Development

**MUNICIPAL SOLID WASTE DISPOSAL AND PROCESSING
FACILITY CAPACITY AGREEMENT
COUNTY OF ADAMS**

THIS MUNICIPAL SOLID WASTE DISPOSAL AND PROCESSING CAPACITY AGREEMENT (“Agreement”) is made this 12th day of December 2018, by and between Adams County, a County organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business at 117 Baltimore Street, Gettysburg, Adams County, Pennsylvania 17325, hereinafter “County,” and BLUE RIDGE LANDFILL COMPANY (“Operator”).

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (“Act 101”) requires Adams County (“County”), as part of its Municipal Solid Waste Management Plan Revision (“Plan Revision”), to provide capacity assurance for the disposal and processing of all Municipal Solid Waste, inclusive of Construction/Demolition (C/D) Waste and Sewage Sludge expected to be generated within the County for a period of at least ten (10) years. To meet its obligation, the County issued a Request for Proposal (RFP) to solicit responses from interested parties to negotiate an agreement to provide capacity for disposal and processing of all or a portion of Municipal Solid Waste generated in Adams County for a ten (10) year period, beginning January 1, 2019. The Operator responded to the Request for Proposal, met the qualification requirements, and the Operator’s proposal was accepted by the Board of Commissioners of Adams County. This Agreement provides the terms and conditions under which the Operator will provide disposal and processing capacity and services for the benefit of the 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:

Act 90. The Pennsylvania Waste Transportation Safety Act (Act 202 of 1990, P.L. 596, codified at 27 Pa. C.S. § 6201 – 6209).

Act 97. The Solid Waste Management Act (Act 97 of 1980, P.L. 380, codified at 35 P.S. § 6018.101 – 6018.1003).

Act 101. The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, Commonwealth Act of July 28, 1988, No. 101, P.L. 556, codified at 53 P.S. § 4000.101 – 4000.1904.

ACOPD. The Adams County Office of Planning and Development, an instrumentality of the County of Adams.

Agreement. The Municipal Solid Waste Disposal and Processing Facility Capacity Agreement between the County and the Operator's Facility allowing for the disposal/processing of Municipal Solid Waste, inclusive of Construction/Demolition (C/D) Waste and Sewage Sludge. .

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

Business Day. Each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday, which is not a legal holiday.

Community Clean-ups. Community beautification projects that foster removal and proper disposal of non-hazardous litter and illegally dumped trash and construction/demolition debris from areas throughout the County by volunteer-based groups.

Construction/Demolition (C/D) 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. Construction/Demolition Waste is managed as Municipal Solid Waste. The term does not include the following if they are separate from other waste and are used as clean fill: (i) uncontaminated soil, rock, stone, gravel, brick and block, concrete and used asphalt; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

Contract Date. The date of execution of this Agreement as set forth in the Preamble.

County. The County of Adams, Commonwealth of Pennsylvania.

County Registered Transporter. Any person, firm, partnership, corporation, public agency, or legally organized entity, that is engaged in the business, whether as a primary undertaking or secondary to some other venture (such as construction or remodeling), of collection and/or Transportation of Municipal Solid Waste, Recyclables and Sewage Sludge and is currently registered with the County pursuant to the County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance.

Declaration of Forfeiture. A written notification by the County to a surety or other entity, noting a situation, occurrence, activity or happening, as provided for in Article 2.5, the occurrence of which gives the County certain options, among which is declaring a bond payable.

Department or DEP. The Pennsylvania Department of Environmental Protection.

Designated Disposal Site. A facility contracted by the County to receive municipal solid waste.

Effective Date. The date established pursuant to Section 10.1 of this Agreement.

Event of Default. A situation, occurrence, activity or happening, as described in Article 9 of this Agreement, which provides for certain options to the non-defaulting party.

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

Littering. The act, whether active or passive, of the spreading or releasing of any portion or amount of Municipal Solid Waste from a vehicle authorized to transport Municipal Solid Waste, such that the spread or released portion of Municipal Solid Waste is placed on the roadbed or real property of another, where the roadbed or real property was not designated to receive such Municipal Solid Waste, and where the vehicle operator, passenger, or company operating the vehicle did not promptly collect all of the spread or released Municipal Solid Waste. It is understood that this term

refers to the loss of garbage as provided for under the Pennsylvania Vehicle Code at 75 Pa. C.S. § 4903, the depositing of waste as provided for under the Vehicle Code at 75 Pa. C.S. § 3709; and also embraces the concept contained in Scattering Rubbish, as that crime is defined in Title 18 of Pennsylvania Consolidated Statutes at 18 Pa. C.S. § 6501. Such spread or released Municipal Solid Waste may also be referred to as "litter."

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

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

Municipal Solid Waste. Any garbage, refuse, industrial lunchroom or office waste, inclusive of construction/demolition 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 sewage sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility.

Municipal Solid Waste Disposal or Processing Facility. A facility using land for disposing or processing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations: including, but not limited to areas where Disposal or Processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, Transportation and storage facilities, closure, post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility.

Municipal Solid Waste Landfill. A facility using land for disposing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where Disposal or Processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, Transportation and storage facilities, closure and postclosure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a Construction/Demolition Waste landfill or a facility for the land application of Sewage Sludge.

Municipal Solid Waste Management Plan. A comprehensive plan for an adequate Municipal Solid Waste management system, developed in accordance with 25 Pa. Code § 272.201 – 272.261, Subchapter C relating to municipal waste planning.

Operator. The entity identified as Operator on page one of this Agreement, or any permitted successors, assigns, or affiliates.

Operator's Facility. The Operator's permitted facility that is offered to provide disposal services under this Agreement, located in GREENE TWP (Township/Borough/City), FRANKLIN 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.

Pennsylvania Waste Transportation Authorization. A grant of authority issued to Municipal Solid Waste and residual waste transporters under the waste transportation safety program established by Act 90, and specified at 27 Pa. C.S. § 6204.

Performance Bond. The performance bond or letter of credit or other security acceptable to the County to be submitted by the Operator to the County pursuant to the terms of Section 2.5.

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 solid waste disposal or processing facility.

Person. Any individual, corporation, partnership, 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.

Plan Revision. A change that affects the contents, terms, or conditions of a Department-approved Municipal Solid Waste Management Plan under the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101), and 25 Pa. Code § 272.201, *et seq.*

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

Regulated Waste. Municipal Solid Waste, inclusive of Construction/Demolition (C/D) Waste and Sewage Sludge generated within Adams County and regulated pursuant to The County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance.

Resource Recovery Facility.

- (i) A processing facility that provides for the extraction and utilization of materials or energy from Municipal Solid Waste.
- (ii) The term includes a facility that mechanically extracts materials from Municipal Solid Waste, a combustion facility that converts the organic fraction of Municipal Solid Waste to usable energy, and a chemical and biological process that converts Municipal Solid Waste into a fuel product.
- (iii) The term includes a facility for the combustion of Municipal Solid Waste that is generated offsite, whether or not the facility is operated to recover energy.
- (iv) The term includes land affected during the lifetime of operations; including but not limited to, areas where processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, Transportation and storage facilities, closure and post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility.
- (v) The term does not include:
 - a. A Composting Facility.
 - b. Methane gas extraction from a Municipal Solid Waste Landfill.
 - c. A separation and collection center, drop-off point, or collection center for Recycling, or a source separation or collection center for composting Leaf / Yard Waste.

- d. A facility, including all units in the facility, with a total processing capacity of less than 50 tons per day.

Sewage Sludge. Municipal Solid Waste, inclusive of liquid or solid sludge and other residues (domestic in nature) from sewage collection and treatment systems; and liquid or solid sludge and other residues from septic and holding tanks from commercial, institutional, municipal, residential establishments. The term includes materials derived from Sewage Sludge. The term does not include ash generated during the firing of Sewage Sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of sewage sludge at a municipal sewage collection and treatment system, or grit, screenings, and non-organic objects from septic and holding tanks and food residuals, food coproducts, food processing wastes, food processing sludge, Food Processing Residual Waste and any other incidental material whose characteristics are derived primarily from processing agricultural products.

Source-Separated Recyclable Materials. Materials that are separated from Municipal Solid Waste at the point of origin for the purpose of recycling.

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

Ton. Two thousand (2,000) pounds.

Transfer Facility. A facility which receives and processes or temporarily stores Municipal Solid Waste or residual waste at a location other than the generation site, and which facilitates the Transportation or transfer of Municipal Solid Waste or residual waste to a disposal or processing 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.

Transportation. The off-site removal of any Municipal Solid Waste, Recyclables and Sewage Sludge at any time after generation.

Transporters Ordinance. County of Adams Municipal Solid Waste Recycling, Littering and Sewage Sludge Transportation Ordinance.

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 County

The County represents and warrants that:

- (a) Adams County is a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, and is duly authorized under Act 101 to carry on governmental functions and operations contemplated by this Agreement in accordance with the Plan Revision and implementation thereof.

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

2.2 Representations of Operator

The Operator represents and warrants to the 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) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, 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 its obligations under 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 obligations under this Agreement.
- (h) Except as disclosed on the Submittal Form for Municipal Solid Waste Disposal and Processing Services contained in the County's Request for Proposal, 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 County a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the County.

2.4 Designation as a Municipal Solid Waste Disposal/Processing Facility

In consideration of the Operator's Covenants and this Agreement, the County hereby agrees to include the Operator's Facility in its Plan as a designated municipal solid waste disposal/processing facility for Municipal Solid Waste generated within the County. The Operator acknowledges that this Agreement is nonexclusive and the County may enter into agreements with other facilities to perform the same work and services that the 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 municipal solid waste disposal industry) or similarly obligatory relationship between the County and the Operator and at no time during the term of this Agreement shall the County be obligated to deliver and dispose of municipal solid waste at the Operator's Facility.

2.5 Contractor's Performance Security

- (a) On or before the date when the Operator will begin accepting municipal solid waste from the County under the terms of the Agreement, the Operator shall submit to the County a Performance Bond as specified herein. The Performance Bond shall be held by the County as security for the faithful performance of the Operator's duties and obligations as provided by the terms of the Agreement. The Performance Bond shall be made payable to the County. The Performance Bond shall provide for continuous liability throughout the duration of the Agreement. The type and amount of the Performance Bond shall be as specified herein, and shall be subject to acceptance and approval by the County.
- (b) Under the terms and conditions stated herein, the County will accept a surety bond or an irrevocable letter of credit, or restrictive or escrow accounts as a guarantee for the Operator's performance. The County may accept a Performance Bond executed by an operator who is not the permittee in lieu of a bond executed by the permittee provided the bond meets the requirements stated herein.
 - (i) The County will only accept bonds from a surety authorized to do business in the Commonwealth of Pennsylvania when the surety bond is signed by an appropriate official of the surety. If the principal place of business of the surety is outside Pennsylvania, the surety bond must also be signed by an authorized resident agent of the surety. Attorneys-in-fact who sign the bonds must file with each bond an effectively dated copy of the surety company evidencing such agent's authority to execute the bond.
 - (ii) The bond shall be made payable to the County and provide that full payment shall be made under the bond within thirty (30) days of receipt of the County's Declaration of Forfeiture by the surety.
 - (iii) The bond shall provide that the surety and the principal are jointly and severally liable for payment of the bond amount.
 - (iv) The Operator shall provide in the bond that the amount shall be confessed by judgment, with execution occurring upon Declaration of Forfeiture in favor of the County. The confession of judgment clause shall be in accord with all requirements of law.
 - (v) The County will retain, during the term of the bond, and upon forfeiture of the bond, a property interest in the surety's guarantee of payment under the bond which may not be

affected by bankruptcy, insolvency or other financial incapacity of the operator or principal on the bond. The bond shall include provision for survivability of this property interest.

- (vi) This Agreement shall be subject to termination by the County at any time if the required bond is cancelled or the surety thereon is otherwise relieved from liability for any reason.

Determination of Performance Bond Amount

The amount of the Performance Bond that must be posted prior to or as of the Effective Date of the Agreement shall be determined as follows:

Ten percent (10%) of the total first year bid amount (the sum of Municipal Solid Waste plus Construction / Demolition waste plus Municipal Sewage Sludge) calculated as follows:

Operator's price per ton Disposal Fee (as set forth in the Submittal Form – Proposed Fee Schedule for Municipal Solid Waste Disposal and Processing Services); multiplied by 100 tons/day (average estimate); multiplied by 365 days/year; multiplied by Ten percent (10%).

Payment of Performance Bond

Unless the Operator's failure to perform is excused under the provisions of Section 9.4, Force Majeure, the County may declare a bond payable when it determines that one or more of the following has occurred:

- (a) The Operator has violated or continues to violate the terms and conditions of the bond.
- (b) The Operator fails or refuses to comply with the terms or conditions of this Agreement.
- (c) The Operator fails or refuses to furnish an acceptable replacement bond within the specified time period after receipt of a notice of cancellation for any existing bond.
- (d) The permits for the Operator's Disposal/Processing Facility(ies) under bond has/have been suspended or revoked by PADEP or other applicable permit agencies.
- (e) The Operator has become insolvent, failed in business, entered into bankruptcy or liquidation, had a receiver appointed by the Court or cannot adequately demonstrate or prove the ability to continue to comply with the duties and responsibilities required under the terms of this Agreement.

Article 3. Delivery and Disposal of Municipal Solid Waste

3.1 Delivery and Disposal of Municipal Solid Waste

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in the Submittal Form for Municipal Solid Waste Disposal and Processing Services:

- (a) The County may, at its option, cause to be delivered to the Operator's Facility during the receiving times all, part or none of the Municipal Solid Waste generated within the County.
- (b) The County, or any registered transporter, shall notify the Operator that it intends to exercise its right to deliver Municipal Solid Waste to the Operator's Facility prior to commencing the delivery of such wastes.

- (c) The Operator shall provide disposal/processing capacity as may be needed by the County for all Municipal Solid Waste generated within the geographic boundaries of the County and that the County or any registered transporter may cause to be delivered to the Operator's Facility. This may include delivery of Municipal Solid Waste on an occasional basis by individual County residents in small vehicles. The Operator and the County shall from time to time agree upon reasonable regulations. For any Municipal Solid Waste accepted, the Operator may charge a Tipping Fee which is equal to or less than the Maximum Tipping Fee.

3.2 County Registered Transporters

The County will regulate and register transporters responsible for delivering Municipal Solid Waste to the Operator's Facility, and will provide the Operator with a current list of registered transporters for the purposes of this Agreement. Except as provided in Article 3.1 (c), the Operator shall not accept Municipal Solid Waste generated within the County unless delivered by a registered transporter from the County. The Operator:

- (a) can expect registered waste transporters to comply with the notice requirement in Article 3.1.
- (b) agrees that it is reasonable to expect that, on average, registered waste transporters will not be required to wait more than thirty (30) minutes at the Operator's Facility before being able to unload.
- (c) 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/Processing of Municipal Solid 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. The Scale House operator shall be a licensed Public Weigh Master or equivalent under applicable law of all jurisdictions in which the Facility is located. If the Operator's Facility is located in-County, vehicles of all registered transporters delivering Municipal Solid Waste to the Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal/processing at the Operator's Facility. If the Operator's Facility is located out-of-County, vehicles of registered Adams County transporters and occasional Adams County individual residents delivering Municipal Solid Waste from Adams 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, origin, and weight of all waste prior to disposal at the Operator's Facility. The scale house operator shall provide such information to the County on a quarterly basis in an electronic data format. The County and its authorized agents or employees shall have the right, at its discretion, to audit the Operator's records with respect to the disposal of Municipal Solid Waste, including, but not limited to, access and the right to copy all logs, records, papers, reports and other documents pertaining to the quantities and sources of municipal solid waste accepted at the Operator's Facility for the purpose of verifying compliance with this Agreement. The Operator shall provide copies of all weight records with respect to municipal solid waste accepted which are customarily maintained by the Operator to the County. Copies of all daily weight records shall be maintained by the Operator for a period of at least five (5) years.

- (b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. The County or registered transporters may at all times have access to the scale accuracy records of the Operator. If the scale is inoperable for any reason, the registered transporters may use another certified scale of their choice, or the Operator may direct vehicles to another certified scale closest to the Operator's Facility. The Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the registered transporters, and the Operator shall use this information to invoice the registered transporters for disposal at the Operator's Facility.
- (c) The Operator, upon two (2) days notice shall permit the County and/or its employees or agents to conduct inspections of the disposal/processing facility transporters and monitor waste deliveries from the County during reasonable hours.

4.2 Receiving Time/Hours of Operation

- (a) The Operator's Facility shall be available to receive municipal solid waste during the receiving times specified in the Submittal Form for Municipal Solid Waste Disposal/Processing Services.
- (b) If the County or a registered transporter requests and the Operator agrees, a registered transporter may deliver municipal solid 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 registered transporter and the Operator.
- (c) Upon request by the County, the Operator shall use reasonable efforts to accept deliveries of Municipal Solid 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 Municipal Solid 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) Municipal Solid 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 County 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 registered transporters prior to initial waste delivery of the Operator's waste monitoring program and expected procedures and responsibilities under such program. At no time will title for said hazardous waste or unacceptable waste transfer to the County, nor will the County accept any responsibility for payment for disposal/processing of such wastes.
- (c) The Operator's Facility may not reject a load of Municipal Solid Waste from the 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 County-generated loads of Municipal Solid Waste.

4.4 Complaints

The Operator shall receive and respond to all complaints from registered transporters regarding the acceptance of Municipal Solid Waste materials at the Operator's Facility. Any complaints received by the 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, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

4.5 Title to Municipal Solid Waste

Except in the case where hazardous or unacceptable wastes are delivered to the Operator's Facility, title to the Municipal Solid 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 County with quarterly reports of all Municipal Solid Waste generated within the County and delivered to the Operator's Facility by registered transporters and occasional individual County residents. These reports shall include the totals by quarter for municipal solid waste, inclusive of C/D waste and sewage sludge. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the County, copies of said reports may be submitted to the County to comply with the Operator's reporting requirements.
- (b) Along with quarterly reports, the Operator shall provide: (i) names of registered transporters delivering loads of County-generated municipal solid 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 county regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

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

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the County and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of County-generated municipal solid 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 registered Adams County transporter or occasional individual County resident that exceeds the maximum rates for a given calendar year established by this Agreement for municipal solid waste. Nothing in this Agreement shall prevent or preclude the Operator from negotiating alternate tipping fees with any transporter 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; and (iii) any other applicable fees.
- (b) The 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 transporters 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 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.

Article 7. Insurance

- (a) The Operator shall maintain, in full force and effect throughout the term of the Agreement insurance coverages consistent with all current DEP regulations. The 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. (See attached Schedule 1)
- (b) The County shall be designated as an additional insured under all required insurance policies under this Agreement 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 8. Indemnification

8.1 The Operator or its successors and assigns shall protect, indemnify and hold harmless the County, its officers, members, employees, agents, contractors and subcontractors (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 the County indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property arising out of:

- (a) the negligence or willful misconduct, tortious activity, error or omission of 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 including any and all liabilities, claims, penalties, suits or remedial actions under the Comprehensive Environmental Resource Compensation and Liability Act of 1980 or comparable state law and the cost and expenses incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which the County may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of, or adverse effects on the environment, or any violations of governmental laws or regulations caused by the Contractor's disposal of Municipal Solid Waste pursuant to the terms of this Agreement.

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

8.2 Cooperation Regarding Claims

If either the County 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 County against the Operator pursuant to Article 8.1, that party shall immediately 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 County 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 County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the County and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Operator cannot resolve the dispute, jurisdiction for any actions under the Agreement is limited to the Court of Common Pleas of Adams County, Pennsylvania.

9.2 Events of Default by County

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

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for any of the following reasons:

- (a) Failure to accept Municipal Solid Waste from the County or its registered transporters or occasional individual 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.
- (b) (i) The Operator's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Operator under the laws of any jurisdiction, which proceeding has not dismissed within thirty (30) days, or (iii) any action or answer by the Operator approving of, consenting to or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of the Operator which shall substantially interfere with the Operator's performance under this Agreement; and
- (c) The failure of the Operator to pay amounts owed to the County under this Agreement, within thirty (30) days following the date such amounts become due, or to make such other arrangements with the County as may be mutually agreed in writing.
- (d) An Event of Default under Article 9.3 shall entitle the County to institute a legal proceeding seeking specific performance of this Agreement and/or seek liquidated damages under Sub-

section (9.3.1.a.) below, and the Operator agrees that with respect to such action brought against the Operator by the County, that the award of damages at law is not an adequate remedy for an Event of Default under Article 9.3, nor the equivalent of the performance of the Operator's obligations under this Agreement.

9.3.1 Procedures Under Event of Default by Operator

- (a) If, within a period of thirty (30) days after the Operator shall have received notice from the County that an Event of Default has occurred under Section 9.3, and the Operator has neither remedied, nor has commenced and continued to pursue with due diligence, a remedy for any such Event of Default, the County may terminate this Agreement upon ten (10) days prior written notice to the Operator unless such Event of Default is cured within such ten (10) day period.
- (b) An Event of Default of the character described in Section 9.3 (b) of this Agreement shall not require notice by the County as provided above, but shall terminate this Agreement forthwith.
- (c) If the County terminates this Agreement by reason of an Event of Default which has not been timely cured by the Operator, the County shall be entitled to recover liquidated damages as compensation for a loss which is impossible or difficult to measure, and not as a penalty, as follows:
 - (i) The average number of Tons of Available Tonnage disposed by the Designated Disposal/Processing Facility from the Effective Date to the date the County first gave written notice of default shall be calculated.
 - (ii) The average tons so calculated shall be multiplied by the number of months remaining from the County's written notice of termination of this Agreement to the tenth anniversary of the Effective Date, and
 - (iii) To determine the amount of the liquidated damages payment owed by the Operator, the total tons so calculated shall be multiplied by the difference between (A) the Operator's average per Ton Not-to-Exceed Disposal Fee under this Agreement for the years remaining from the County's written notice of termination of this Agreement to the tenth anniversary of the Effective Date, less (B) the average per ton "spot market" fee charge for disposal of municipal solid waste of the Disposal/Processing Facilities under contract within a 100 mile radius of Adams County on the date of the County's written notice of termination of this Agreement.
 - (iv) This Section 9.3 shall survive the termination of this Agreement.

9.4 Force Majeure

Neither the Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the Operator or the County and which the Operator or 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 the County within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2019. The Operator shall begin to accept waste deliveries from County 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 shall end on the tenth anniversary of that date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the County and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 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 11. Miscellaneous

11.1 Assignment

- (a) This Agreement may not be assigned by either the County or the Operator or its rights sold by Operator except with the written consent of the County or Operator or as further provided in this Article. The County may, however, contract with a third party or parties for the collection, transportation, disposal and processing of waste, and such contracting will not be interpreted as an assignment of this Agreement. Further, any municipality within the political boundaries of the County and/or any registered transporter may avail themselves of the rights of the County under this Agreement without violating the assignment provision, provided, however, that such municipalities and registered transporters will be bound by the covenants of the 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 the County and the written consent of the County.
- (b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of 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:

County: Attn: Adams County Solicitor
 Adams County Board of Commissioners
 117 Baltimore Street
 Gettysburg, Pennsylvania 17325

Operator: BLUE RIDGE LANDFILL COMPANY
 PO BOX 399
 SCOTLAND, PA 17254

Either the County 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 Solid Waste Disposal and Processing Capacity Agreement between the County and the Operator, superseding all prior disposal/processing capacity Agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. The County and Operator agree that any existing municipal solid waste disposal/processing 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 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 the 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.

11.5 Change of Ownership

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

11.6 Governing Law

This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the County and 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 County and the Operator, or as constituting the Operator the general representative or general agent of the County 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, 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.

11.13 Right to Know Law

This Agreement is subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101, *et seq.* The County is a government agency falling under the Pennsylvania Right to Know Law. All documents will be considered public documents subject to release, unless identified as a trade secret, confidential proprietary information, or falling under one of the exceptions in the Law.

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

ATTEST:

COUNTY OF ADAMS
ADAMS COUNTY COMMISSIONERS

Paula V. Neiman
Paula V. Neiman, Chief Clerk

By: Randy L. Phiel
Randy L. Phiel, Chairman

(SEAL)

By: James E. Martin
James E. Martin, Vice-Chairman

By: Marty Karsteter Qually
Marty Karsteter Qually, Commissioner

OPERATOR

Witness: [Signature]

By: [Signature]

Title: DISTRICT MANAGER

SCHEDULE 1

Insurance Requirements

- (a) The Operator shall maintain in full force and effect through the term of this Agreement, and any renewal or extension thereof, the following types and amounts of insurance.
- (b)
 - (i) General Liability Insurance - \$1,000,000 per occurrence with an annual aggregate of \$10,000,000;
 - (ii) Professional Liability Insurance - \$1,000,000 per occurrence with an annual aggregate of \$10,000,000;
 - (iii) Environmental Impairment Liability Insurance - \$1,000,000 per occurrence with an annual aggregate of \$10,000,000;
 - (iv) Workers' Compensation Insurance Coverage A (statutory) sufficient limits and endorsements to discharge obligations under all applicable WC laws, USL & H Act, the Jones Act and Admiralty or Maritime Law. Pursuant to the Operator's existing municipal self-insurance program. Coverage B (Employers Liability - \$500,000 (Each Accident) \$500,000 (Disease - Policy Limit \$500,000 (disease - Each Employee); and
 - (v) Pollution Liability - - \$1,000,000 - \$10,000,000 per occurrence.
- (b) The Operator shall submit to the County proof of insurance coverage prior to the Effective Date. At a minimum, proof of insurance will consist of a certificate identifying the insurance company or self-insurance program in effect, the insured and facility covered, and the form, amount and term of coverage.
- (c) Each policy or program shall include the County as either a co-insured or third party beneficiary, and require a minimum of sixty (60) day written notice to the County and the Operator before any cancellation or other termination becomes effective. Coverage shall be granted to the County in the Operator's liability policies to apply on a primary basis, with the additional insured's own insurance coverage being excess. This applies to General Liability, Automobile Liability, Umbrella Liability, Pollution Liability and Protective Liability Policy.
- (d) The Operator is responsible for all liabilities and duties assumed by the Operator under the Agreement document including, but not limited to, the indemnity liability in the Agreement between the County, and the Operator and the provisions of section (c) and shall provide such protections for the County whether or not such claims, losses, liabilities or expenses are covered by insurance.
- (e) The Operator shall submit to the County, on an annual basis, a current certificate evidencing continuous coverage as part of this Agreement.
- (f) In the event the Operator terminates its municipal self-coverage program for Workers' Compensation, uninterrupted coverage shall be provided by a commercially obtained insurance policy in the statutory amount, with proof thereof being provided to the County.

#



WASTE CONNECTIONS
Connect with the Future®

December 12, 2018

Controller of Adams County
117 Baltimore Street
Room 207B
Gettysburg, PA 17325

Re: RFP Municipal Solid Waste Disposal and/or Processing Capacity

Dear Sir/Madame:

Enclosed, please find a copy of the Performance Bond and Certificates of Insurance from Waste Connections for Blue Ridge Landfill.

Should you have any questions or need additional information, please don't hesitate to contact me at 717-261-2685.

Thank you for allowing us to serve you.

Sincerely,

Lee Zimmerman
District Manager
Blue Ridge Landfill



Bond No. 107 005 745
Premium \$ 1,661.00

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Blue Ridge Landfill Company, as Principal, and Travelers Casualty and Surety Company of America, a corporation duly organized under the laws of the state of Connecticut and licensed to do business in the State of Pennsylvania, as Surety, are held and firmly bound unto Adams County (Obligee), in the penal sum of Three Hundred Thirty Two Thousand One Hundred Fifty and 00/100 (\$332,150.00) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee for Municipal Solid Waste Disposal and/or Processing Capacity and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from January 1, 2019, until January 1, 2020, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 30th day of November, 2018.

Principal: Blue Ridge Landfill Company

S. Menden
(Witness) Semantha Gordon

By: [Signature]
James M. Little, Sr. Vice President

Surety: Travelers Casualty and Surety Company of America

SEE ATTACHED NOTARY ACKNOWLEDGMENT
(Attest)

By: [Signature]
Lisa Betancur, Attorney-In-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Lisa Betancur** of **Sacramento California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 30th day of November, 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

On November 30, 2018 before me, Margaret Mary Catarella, Notary Public
(insert name and title of the officer)

personally appeared Lisa Betancur,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Margaret Mary Catarella (Seal)





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Blue Ridge Landfill Company	
POLICY NUMBER See Certificate Number: 570073971473		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570073971473	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
A		N/A		WLRC65226261 CA, MA	08/01/2018	08/01/2019	



ADAMS COUNTY OFFICE OF PLANNING AND DEVELOPMENT

670 Old Harrisburg Road, Suite 100 | Gettysburg, PA 17325
Ph: 717-337-9824 | Fx: 717-334-0786

Sherri Clayton-Williams, AICP, Director

January 2, 2019

Mr. Brad Minemyer, General Manager
Community Refuse Services, LLC d/b/a
Cumberland County Landfill
620 Newville Road
Newburg, PA 17240

Dear Mr. Minemyer:

Adams County is in acceptance of the November 27, 2018 Proposal submitted by Community Refuse Services, LLC d/b/a Cumberland County Landfill in response to the Adams County Request for Proposals for Municipal Solid Waste Disposal/Processing Capacity.

In accepting this Proposal, Adams County and Community Refuse Services, LLC d/b/a Cumberland County Landfill are entering into a legal, binding and enforceable obligation that binds Community Refuse Services, LLC d/b/a Cumberland County Landfill (Operator) to reserving the following daily maximum operating capacities in exchange for the designation of Community Refuse Services, LLC d/b/a Cumberland County Landfill as a contracted disposal facility in the Adams County Municipal Solid Waste Management Plan. The reserved maximum operating capacities are: 250 tons per day of Municipal Solid Waste; 250 tons per day of Construction/Demolition Waste; and 0 tons per day of Municipal Sewage Sludge.

In accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, (Act 101), and in accordance with the Adams County Municipal Solid Waste Disposal and Processing Facility Capacity Agreement (Section 4.3), Community Refuse Services, LLC d/b/a Cumberland County Landfill agrees that "the average daily permitted capacity may not be used as a basis for rejecting county-generated loads of Municipal Solid Waste" when the reserved maximum operating capacities for Adams County have not been met or exceeded. In this regard, Community Refuse Services, LLC d/b/a Cumberland County Landfill will work diligently with County Registered Transporters to accommodate and provide contracted disposal services.

In guarantee of the Operator's performance, Community Refuse Services, LLC d/b/a Cumberland County Landfill shall submit a Performance Bond made payable to Adams County, as determined:

10% of the total first year bid amount (the sum of Municipal Solid Waste plus Construction/Demolition Waste plus Municipal Sewage Sludge) = $\$85 + \$85 + \$100 \times 0.10 = 27 \times 100 \text{ tpd} \times 365 \text{ days/year} \times 0.10 =$

\$98,550

This bond shall remain in force for the duration of this Agreement. In addition, Community Refuse Services, LLC d/b/a Cumberland County Landfill shall also designate the County as an additional insured under all required insurance policies under this Agreement and provide the County with proof as such.

Adams County looks forward to the continuation of a long-term partnership with Community Refuse Services, LLC d/b/a Cumberland County Landfill benefitting its citizens and the environment.

Respectfully yours,

A handwritten signature in cursive script, appearing to read "Bicky Redman".

Bicky Redman, Senior Environmental Planner
Adams County Office of Planning and Development

Cc: Mr. Ronald Carlson, Municipal Marketing Manager
Advanced Disposal

**MUNICIPAL SOLID WASTE DISPOSAL AND PROCESSING
FACILITY CAPACITY AGREEMENT
COUNTY OF ADAMS**

THIS MUNICIPAL SOLID WASTE DISPOSAL AND PROCESSING CAPACITY AGREEMENT (“Agreement”) is made this 30th day of January 2019, by and between Adams County, a County organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business at 117 Baltimore Street, Gettysburg, Adams County, Pennsylvania 17325, hereinafter “County,” and Community Refuse Services, LLC d/b/a Cumberland County Landfill (“Operator”).

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (“Act 101”) requires Adams County (“County”), as part of its Municipal Solid Waste Management Plan Revision (“Plan Revision”), to provide capacity assurance for the disposal and processing of all Municipal Solid Waste, inclusive of Construction/Demolition (C/D) Waste and Sewage Sludge expected to be generated within the County for a period of at least ten (10) years. To meet its obligation, the County issued a Request for Proposal (RFP) to solicit responses from interested parties to negotiate an agreement to provide capacity for disposal and processing of all or a portion of Municipal Solid Waste generated in Adams County for a ten (10) year period, beginning January 1, 2019. The Operator responded to the Request for Proposal, met the qualification requirements, and the Operator’s proposal was accepted by the Board of Commissioners of Adams County. This Agreement provides the terms and conditions under which the Operator will provide disposal and processing capacity and services for the benefit of the 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:

Act 90. The Pennsylvania Waste Transportation Safety Act (Act 202 of 1990, P.L. 596, codified at 27 Pa. C.S. § 6201 – 6209).

Act 97. The Solid Waste Management Act (Act 97 of 1980, P.L. 380, codified at 35 P.S. § 6018.101 – 6018.1003).

Act 101. The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, Commonwealth Act of July 28, 1988, No. 101, P.L. 556, codified at 53 P.S. § 4000.101 – 4000.1904.

ACOPD. The Adams County Office of Planning and Development, an instrumentality of the County of Adams.

Agreement: The Municipal Solid Waste Disposal and Processing Facility Capacity Agreement between the County and the Operator's Facility allowing for the disposal/processing of Municipal Solid Waste, inclusive of Construction/Demolition (C/D) Waste and Sewage Sludge. .

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

Business Day. Each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday, which is not a legal holiday.

Community Clean-ups. Community beautification projects that foster removal and proper disposal of non-hazardous litter and illegally dumped trash and construction/demolition debris from areas throughout the County by volunteer-based groups.

Construction/Demolition (C/D) 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. Construction/Demolition Waste is managed as Municipal Solid Waste. The term does not include the following if they are separate from other waste and are used as clean fill: (i) uncontaminated soil, rock, stone, gravel, brick and block, concrete and used asphalt; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

Contract Date. The date of execution of this Agreement as set forth in the Preamble.

County. The County of Adams, Commonwealth of Pennsylvania.

County Registered Transporter. Any person, firm, partnership, corporation, public agency, or legally organized entity, that is engaged in the business, whether as a primary undertaking or secondary to some other venture (such as construction or remodeling), of collection and/or Transportation of Municipal Solid Waste, Recyclables and Sewage Sludge and is currently registered with the County pursuant to the County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance.

Declaration of Forfeiture. A written notification by the County to a surety or other entity, noting a situation, occurrence, activity or happening, as provided for in Article 2.5, the occurrence of which gives the County certain options, among which is declaring a bond payable.

Department or DEP. The Pennsylvania Department of Environmental Protection.

Designated Disposal Site. A facility contracted by the County to receive municipal solid waste.

Effective Date. The date established pursuant to Section 10.1 of this Agreement.

Event of Default. A situation, occurrence, activity or happening, as described in Article 9 of this Agreement, which provides for certain options to the non-defaulting party.

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

Littering. The act, whether active or passive, of the spreading or releasing of any portion or amount of Municipal Solid Waste from a vehicle authorized to transport Municipal Solid Waste, such that the spread or released portion of Municipal Solid Waste is placed on the roadbed or real property of another, where the roadbed or real property was not designated to receive such Municipal Solid Waste, and where the vehicle operator, passenger, or company operating the vehicle did not promptly collect all of the spread or released Municipal Solid Waste. It is understood that this term

refers to the loss of garbage as provided for under the Pennsylvania Vehicle Code at 75 Pa. C.S. § 4903, the depositing of waste as provided for under the Vehicle Code at 75 Pa. C.S. § 3709; and also embraces the concept contained in Scattering Rubbish, as that crime is defined in Title 18 of Pennsylvania Consolidated Statutes at 18 Pa. C.S. § 6501. Such spread or released Municipal Solid Waste may also be referred to as "litter."

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

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

Municipal Solid Waste. Any garbage, refuse, industrial lunchroom or office waste, inclusive of construction/demolition 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 sewage sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility.

Municipal Solid Waste Disposal or Processing Facility. A facility using land for disposing or processing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations: including, but not limited to areas where Disposal or Processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, Transportation and storage facilities, closure, post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility.

Municipal Solid Waste Landfill. A facility using land for disposing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where Disposal or Processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, Transportation and storage facilities, closure and postclosure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a Construction/Demolition Waste landfill or a facility for the land application of Sewage Sludge.

Municipal Solid Waste Management Plan. A comprehensive plan for an adequate Municipal Solid Waste management system, developed in accordance with 25 Pa. Code § 272.201 – 272.261, Subchapter C relating to municipal waste planning.

Operator. The entity identified as Operator on page one of this Agreement, or any permitted successors, assigns, or affiliates.

Operator's Facility. The Operator's permitted facility that is offered to provide disposal services under this Agreement, located in Newburg (Township/Borough/City), Cumberland 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.

Pennsylvania Waste Transportation Authorization. A grant of authority issued to Municipal Solid Waste and residual waste transporters under the waste transportation safety program established by Act 90, and specified at 27 Pa. C.S. § 6204.

Performance Bond. The performance bond or letter of credit or other security acceptable to the County to be submitted by the Operator to the County pursuant to the terms of Section 2.5.

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 solid waste disposal or processing facility.

Person. Any individual, corporation, partnership, 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.

Plan Revision. A change that affects the contents, terms, or conditions of a Department-approved Municipal Solid Waste Management Plan under the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101), and 25 Pa. Code § 272.201, *et seq.*

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

Regulated Waste. Municipal Solid Waste, inclusive of Construction/Demolition (C/D) Waste and Sewage Sludge generated within Adams County and regulated pursuant to The County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance.

Resource Recovery Facility.

- (i) A processing facility that provides for the extraction and utilization of materials or energy from Municipal Solid Waste.
- (ii) The term includes a facility that mechanically extracts materials from Municipal Solid Waste, a combustion facility that converts the organic fraction of Municipal Solid Waste to usable energy, and a chemical and biological process that converts Municipal Solid Waste into a fuel product.
- (iii) The term includes a facility for the combustion of Municipal Solid Waste that is generated offsite, whether or not the facility is operated to recover energy.
- (iv) The term includes land affected during the lifetime of operations; including but not limited to, areas where processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, Transportation and storage facilities, closure and post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility.
- (v) The term does not include:
 - a. A Composting Facility.
 - b. Methane gas extraction from a Municipal Solid Waste Landfill.
 - c. A separation and collection center, drop-off point, or collection center for Recycling, or a source separation or collection center for composting Leaf / Yard Waste.

- d. A facility, including all units in the facility, with a total processing capacity of less than 50 tons per day.

Sewage Sludge. Municipal Solid Waste, inclusive of liquid or solid sludge and other residues (domestic in nature) from sewage collection and treatment systems; and liquid or solid sludge and other residues from septic and holding tanks from commercial, institutional, municipal, residential establishments. The term includes materials derived from Sewage Sludge. The term does not include ash generated during the firing of Sewage Sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of sewage sludge at a municipal sewage collection and treatment system, or grit, screenings, and non-organic objects from septic and holding tanks and food residuals, food coproducts, food processing wastes, food processing sludge, Food Processing Residual Waste and any other incidental material whose characteristics are derived primarily from processing agricultural products.

Source-Separated Recyclable Materials. Materials that are separated from Municipal Solid Waste at the point of origin for the purpose of recycling.

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

Ton. Two thousand (2,000) pounds.

Transfer Facility. A facility which receives and processes or temporarily stores Municipal Solid Waste or residual waste at a location other than the generation site, and which facilitates the Transportation or transfer of Municipal Solid Waste or residual waste to a disposal or processing 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.

Transportation. The off-site removal of any Municipal Solid Waste, Recyclables and Sewage Sludge at any time after generation.

Transporters Ordinance. County of Adams Municipal Solid Waste Recycling, Littering and Sewage Sludge Transportation Ordinance.

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 County

The County represents and warrants that:

- (a) Adams County is a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, and is duly authorized under Act 101 to carry on governmental functions and operations contemplated by this Agreement in accordance with the Plan Revision and implementation thereof.

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

2.2 Representations of Operator

The Operator represents and warrants to the 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) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, 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 its obligations under 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 obligations under this Agreement.
- (h) Except as disclosed on the Submittal Form for Municipal Solid Waste Disposal and Processing Services contained in the County's Request for Proposal, 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 County a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the County.

2.4 Designation as a Municipal Solid Waste Disposal/Processing Facility

In consideration of the Operator's Covenants and this Agreement, the County hereby agrees to include the Operator's Facility in its Plan as a designated municipal solid waste disposal/processing facility for Municipal Solid Waste generated within the County. The Operator acknowledges that this Agreement is nonexclusive and the County may enter into agreements with other facilities to perform the same work and services that the 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 municipal solid waste disposal industry) or similarly obligatory relationship between the County and the Operator and at no time during the term of this Agreement shall the County be obligated to deliver and dispose of municipal solid waste at the Operator's Facility.

2.5 Contractor's Performance Security

- (a) On or before the date when the Operator will begin accepting municipal solid waste from the County under the terms of the Agreement, the Operator shall submit to the County a Performance Bond as specified herein. The Performance Bond shall be held by the County as security for the faithful performance of the Operator's duties and obligations as provided by the terms of the Agreement. The Performance Bond shall be made payable to the County. The Performance Bond shall provide for continuous liability throughout the duration of the Agreement. The type and amount of the Performance Bond shall be as specified herein, and shall be subject to acceptance and approval by the County.
- (b) Under the terms and conditions stated herein, the County will accept a surety bond or an irrevocable letter of credit, or restrictive or escrow accounts as a guarantee for the Operator's performance. The County may accept a Performance Bond executed by an operator who is not the permittee in lieu of a bond executed by the permittee provided the bond meets the requirements stated herein.
 - (i) The County will only accept bonds from a surety authorized to do business in the Commonwealth of Pennsylvania when the surety bond is signed by an appropriate official of the surety. If the principal place of business of the surety is outside Pennsylvania, the surety bond must also be signed by an authorized resident agent of the surety. Attorneys-in-fact who sign the bonds must file with each bond an effectively dated copy of the surety company evidencing such agent's authority to execute the bond.
 - (ii) The bond shall be made payable to the County and provide that full payment shall be made under the bond within thirty (30) days of receipt of the County's Declaration of Forfeiture by the surety.
 - (iii) The bond shall provide that the surety and the principal are jointly and severally liable for payment of the bond amount.
 - (iv) The Operator shall provide in the bond that the amount shall be confessed by judgment, with execution occurring upon Declaration of Forfeiture in favor of the County. The confession of judgment clause shall be in accord with all requirements of law.
 - (v) The County will retain, during the term of the bond, and upon forfeiture of the bond, a property interest in the surety's guarantee of payment under the bond which may not be

affected by bankruptcy, insolvency or other financial incapacity of the operator or principal on the bond. The bond shall include provision for survivability of this property interest.

- (vi) This Agreement shall be subject to termination by the County at any time if the required bond is cancelled or the surety thereon is otherwise relieved from liability for any reason.

Determination of Performance Bond Amount

The amount of the Performance Bond that must be posted prior to or as of the Effective Date of the Agreement shall be determined as follows:

Ten percent (10%) of the total first year bid amount (the sum of Municipal Solid Waste plus Construction / Demolition waste plus Municipal Sewage Sludge) calculated as follows:

Operator's price per ton Disposal Fee (as set forth in the Submittal Form – Proposed Fee Schedule for Municipal Solid Waste Disposal and Processing Services); multiplied by 100 tons/day (average estimate); multiplied by 365 days/year; multiplied by Ten percent (10%).

Payment of Performance Bond

Unless the Operator's failure to perform is excused under the provisions of Section 9.4, Force Majeure, the County may declare a bond payable when it determines that one or more of the following has occurred:

- (a) The Operator has violated or continues to violate the terms and conditions of the bond.
- (b) The Operator fails or refuses to comply with the terms or conditions of this Agreement.
- (c) The Operator fails or refuses to furnish an acceptable replacement bond within the specified time period after receipt of a notice of cancellation for any existing bond.
- (d) The permits for the Operator's Disposal/Processing Facility(ies) under bond has/have been suspended or revoked by PADEP or other applicable permit agencies.
- (e) The Operator has become insolvent, failed in business, entered into bankruptcy or liquidation, had a receiver appointed by the Court or cannot adequately demonstrate or prove the ability to continue to comply with the duties and responsibilities required under the terms of this Agreement.

Article 3. Delivery and Disposal of Municipal Solid Waste

3.1 Delivery and Disposal of Municipal Solid Waste

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in the Submittal Form for Municipal Solid Waste Disposal and Processing Services:

- (a) The County may, at its option, cause to be delivered to the Operator's Facility during the receiving times all, part or none of the Municipal Solid Waste generated within the County.
- (b) The County, or any registered transporter, shall notify the Operator that it intends to exercise its right to deliver Municipal Solid Waste to the Operator's Facility prior to commencing the delivery of such wastes.

- (c) The Operator shall provide disposal/processing capacity as may be needed by the County for all Municipal Solid Waste generated within the geographic boundaries of the County and that the County or any registered transporter may cause to be delivered to the Operator's Facility. This may include delivery of Municipal Solid Waste on an occasional basis by individual County residents in small vehicles. The Operator and the County shall from time to time agree upon reasonable regulations. For any Municipal Solid Waste accepted, the Operator may charge a Tipping Fee which is equal to or less than the Maximum Tipping Fee.

3.2 County Registered Transporters

The County will regulate and register transporters responsible for delivering Municipal Solid Waste to the Operator's Facility, and will provide the Operator with a current list of registered transporters for the purposes of this Agreement. Except as provided in Article 3.1 (c), the Operator shall not accept Municipal Solid Waste generated within the County unless delivered by a registered transporter from the County. The Operator:

- (a) can expect registered waste transporters to comply with the notice requirement in Article 3.1.
- (b) agrees that it is reasonable to expect that, on average, registered waste transporters will not be required to wait more than thirty (30) minutes at the Operator's Facility before being able to unload.
- (c) 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/Processing of Municipal Solid 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. The Scale House operator shall be a licensed Public Weigh Master or equivalent under applicable law of all jurisdictions in which the Facility is located. If the Operator's Facility is located in-County, vehicles of all registered transporters delivering Municipal Solid Waste to the Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal/processing at the Operator's Facility. If the Operator's Facility is located out-of-County, vehicles of registered Adams County transporters and occasional Adams County individual residents delivering Municipal Solid Waste from Adams 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, origin, and weight of all waste prior to disposal at the Operator's Facility. The scale house operator shall provide such information to the County on a quarterly basis in an electronic data format. The County and its authorized agents or employees shall have the right, at its discretion, to audit the Operator's records with respect to the disposal of Municipal Solid Waste, including, but not limited to, access and the right to copy all logs, records, papers, reports and other documents pertaining to the quantities and sources of municipal solid waste accepted at the Operator's Facility for the purpose of verifying compliance with this Agreement. The Operator shall provide copies of all weight records with respect to municipal solid waste accepted which are customarily maintained by the Operator to the County. Copies of all daily weight records shall be maintained by the Operator for a period of at least five (5) years.

- (b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. The County or registered transporters may at all times have access to the scale accuracy records of the Operator. If the scale is inoperable for any reason, the registered transporters may use another certified scale of their choice, or the Operator may direct vehicles to another certified scale closest to the Operator's Facility. The Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the registered transporters, and the Operator shall use this information to invoice the registered transporters for disposal at the Operator's Facility.
- (c) The Operator, upon two (2) days notice shall permit the County and/or its employees or agents to conduct inspections of the disposal/processing facility transporters and monitor waste deliveries from the County during reasonable hours.

4.2 Receiving Time/Hours of Operation

- (a) The Operator's Facility shall be available to receive municipal solid waste during the receiving times specified in the Submittal Form for Municipal Solid Waste Disposal/Processing Services.
- (b) If the County or a registered transporter requests and the Operator agrees, a registered transporter may deliver municipal solid 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 registered transporter and the Operator.
- (c) Upon request by the County, the Operator shall use reasonable efforts to accept deliveries of Municipal Solid 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 Municipal Solid 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) Municipal Solid 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 County 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 registered transporters prior to initial waste delivery of the Operator's waste monitoring program and expected procedures and responsibilities under such program. At no time will title for said hazardous waste or unacceptable waste transfer to the County, nor will the County accept any responsibility for payment for disposal/processing of such wastes.
- (c) The Operator's Facility may not reject a load of Municipal Solid Waste from the 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 County-generated loads of Municipal Solid Waste.

4.4 Complaints

The Operator shall receive and respond to all complaints from registered transporters regarding the acceptance of Municipal Solid Waste materials at the Operator's Facility. Any complaints received by the 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, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

4.5 Title to Municipal Solid Waste

Except in the case where hazardous or unacceptable wastes are delivered to the Operator's Facility, title to the Municipal Solid 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 County with quarterly reports of all Municipal Solid Waste generated within the County and delivered to the Operator's Facility by registered transporters and occasional individual County residents. These reports shall include the totals by quarter for municipal solid waste, inclusive of C/D waste and sewage sludge. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the County, copies of said reports may be submitted to the County to comply with the Operator's reporting requirements.
- (b) Along with quarterly reports, the Operator shall provide: (i) names of registered transporters delivering loads of County-generated municipal solid 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 county regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

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

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the County and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of County-generated municipal solid 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 registered Adams County transporter or occasional individual County resident that exceeds the maximum rates for a given calendar year established by this Agreement for municipal solid waste. Nothing in this Agreement shall prevent or preclude the Operator from negotiating alternate tipping fees with any transporter 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; and (iii) any other applicable fees.
- (b) The 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 transporters 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 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.

Article 7. Insurance

- (a) The Operator shall maintain, in full force and effect throughout the term of the Agreement insurance coverages consistent with all current DEP regulations. The 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. (See attached Schedule 1)
- (b) The County shall be designated as an additional insured under all required insurance policies under this Agreement 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 8. Indemnification

8.1 The Operator or its successors and assigns shall protect, indemnify and hold harmless the County, its officers, members, employees, agents, contractors and subcontractors (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 the County indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property arising out of:

- (a) the negligence or willful misconduct, tortious activity, error or omission of 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 including any and all liabilities, claims, penalties, suits or remedial actions under the Comprehensive Environmental Resource Compensation and Liability Act of 1980 or comparable state law and the cost and expenses incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which the County may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of, or adverse effects on the environment, or any violations of governmental laws or regulations caused by the Contractor's disposal of Municipal Solid Waste pursuant to the terms of this Agreement.

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

8.2 Cooperation Regarding Claims

If either the County 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 County against the Operator pursuant to Article 8.1, that party shall immediately 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 County 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 County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the County and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Operator cannot resolve the dispute, jurisdiction for any actions under the Agreement is limited to the Court of Common Pleas of Adams County, Pennsylvania.

9.2 Events of Default by County

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

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for any of the following reasons:

- (a) Failure to accept Municipal Solid Waste from the County or its registered transporters or occasional individual 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.
- (b) (i) The Operator's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Operator under the laws of any jurisdiction, which proceeding has not dismissed within thirty (30) days, or (iii) any action or answer by the Operator approving of, consenting to or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of the Operator which shall substantially interfere with the Operator's performance under this Agreement; and
- (c) The failure of the Operator to pay amounts owed to the County under this Agreement, within thirty (30) days following the date such amounts become due, or to make such other arrangements with the County as may be mutually agreed in writing.
- (d) An Event of Default under Article 9.3 shall entitle the County to institute a legal proceeding seeking specific performance of this Agreement and/or seek liquidated damages under Sub-

section (9.3.1.a.) below, and the Operator agrees that with respect to such action brought against the Operator by the County, that the award of damages at law is not an adequate remedy for an Event of Default under Article 9.3, nor the equivalent of the performance of the Operator's obligations under this Agreement.

9.3.1 Procedures Under Event of Default by Operator

- (a) If, within a period of thirty (30) days after the Operator shall have received notice from the County that an Event of Default has occurred under Section 9.3, and the Operator has neither remedied, nor has commenced and continued to pursue with due diligence, a remedy for any such Event of Default, the County may terminate this Agreement upon ten (10) days prior written notice to the Operator unless such Event of Default is cured within such ten (10) day period.
- (b) An Event of Default of the character described in Section 9.3 (b) of this Agreement shall not require notice by the County as provided above, but shall terminate this Agreement forthwith.
- (c) If the County terminates this Agreement by reason of an Event of Default which has not been timely cured by the Operator, the County shall be entitled to recover liquidated damages as compensation for a loss which is impossible or difficult to measure, and not as a penalty, as follows:
 - (i) The average number of Tons of Available Tonnage disposed by the Designated Disposal/Processing Facility from the Effective Date to the date the County first gave written notice of default shall be calculated.
 - (ii) The average tons so calculated shall be multiplied by the number of months remaining from the County's written notice of termination of this Agreement to the tenth anniversary of the Effective Date, and
 - (iii) To determine the amount of the liquidated damages payment owed by the Operator, the total tons so calculated shall be multiplied by the difference between (A) the Operator's average per Ton Not-to-Exceed Disposal Fee under this Agreement for the years remaining from the County's written notice of termination of this Agreement to the tenth anniversary of the Effective Date, less (B) the average per ton "spot market" fee charge for disposal of municipal solid waste of the Disposal/Processing Facilities under contract within a 100 mile radius of Adams County on the date of the County's written notice of termination of this Agreement.
- (iv) This Section 9.3 shall survive the termination of this Agreement.

9.4 Force Majeure

Neither the Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the Operator or the County and which the Operator or 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 the County within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2019. The Operator shall begin to accept waste deliveries from County 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 shall end on the tenth anniversary of that date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the County and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 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 11. Miscellaneous

11.1 Assignment

- (a) This Agreement may not be assigned by either the County or the Operator or its rights sold by Operator except with the written consent of the County or Operator or as further provided in this Article. The County may, however, contract with a third party or parties for the collection, transportation, disposal and processing of waste, and such contracting will not be interpreted as an assignment of this Agreement. Further, any municipality within the political boundaries of the County and/or any registered transporter may avail themselves of the rights of the County under this Agreement without violating the assignment provision, provided, however, that such municipalities and registered transporters will be bound by the covenants of the 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 the County and the written consent of the County.
- (b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of 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:

County: Attn: Adams County Solicitor
 Adams County Board of Commissioners
 117 Baltimore Street
 Gettysburg, Pennsylvania 17325

Operator:

Either the County 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 Solid Waste Disposal and Processing Capacity Agreement between the County and the Operator, superseding all prior disposal/processing capacity Agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. The County and Operator agree that any existing municipal solid waste disposal/processing 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 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 the 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.

11.5 Change of Ownership

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

11.6 Governing Law

This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the County and 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 County and the Operator, or as constituting the Operator the general representative or general agent of the County 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, 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.

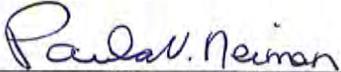
11.13 Right to Know Law

This Agreement is subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101, *et seq.* The County is a government agency falling under the Pennsylvania Right to Know Law. All documents will be considered public documents subject to release, unless identified as a trade secret, confidential proprietary information, or falling under one of the exceptions in the Law.

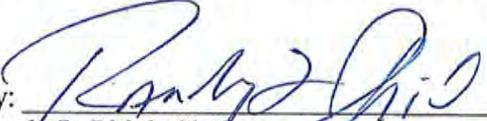
IN WITNESS WHEREOF, the County and Operator have caused this Municipal Solid Waste Disposal and Processing Facility Capacity Agreement to be executed as of the date and year first written.

ATTEST:

**COUNTY OF ADAMS
ADAMS COUNTY COMMISSIONERS**

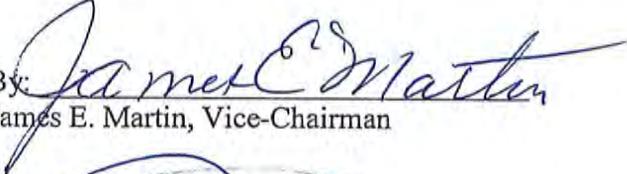


Paula V. Neiman, Chief Clerk

By: 

Randy L. Phiel, Chairman

(SEAL)

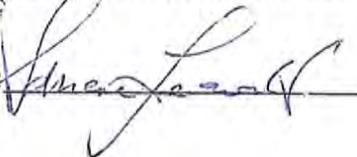
By: 

James E. Martin, Vice-Chairman

By: 

Marty Karsteter Qually, Commissioner

OPERATOR Community Refuse Services, LLC d/b/a Cumberland County Landfill

Witness: 

By: 
_____ Mark Nighbor

Title: Vice President

SCHEDULE 1

Insurance Requirements

- (a) The Operator shall maintain in full force and effect through the term of this Agreement, and any renewal or extension thereof, the following types and amounts of insurance.
- (b)
 - (i) General Liability Insurance - \$1,000,000 per occurrence with an annual aggregate of \$10,000,000;
 - (ii) Professional Liability Insurance - \$1,000,000 per occurrence with an annual aggregate of \$10,000,000;
 - (iii) Environmental Impairment Liability Insurance - \$1,000,000 per occurrence with an annual aggregate of \$10,000,000;
 - (iv) Workers' Compensation Insurance Coverage A (statutory) sufficient limits and endorsements to discharge obligations under all applicable WC laws, USL & H Act, the Jones Act and Admiralty or Maritime Law. Pursuant to the Operator's existing municipal self-insurance program. Coverage B (Employers Liability - \$500,000 (Each Accident) \$500,000 (Disease - Policy Limit \$500,000 (disease - Each Employee); and
 - (v) Pollution Liability - - \$1,000,000 - \$10,000,000 per occurrence.
- (b) The Operator shall submit to the County proof of insurance coverage prior to the Effective Date. At a minimum, proof of insurance will consist of a certificate identifying the insurance company or self-insurance program in effect, the insured and facility covered, and the form, amount and term of coverage.
- (c) Each policy or program shall include the County as either a co-insured or third party beneficiary, and require a minimum of sixty (60) day written notice to the County and the Operator before any cancellation or other termination becomes effective. Coverage shall be granted to the County in the Operator's liability policies to apply on a primary basis, with the additional insured's own insurance coverage being excess. This applies to General Liability, Automobile Liability, Umbrella Liability, Pollution Liability and Protective Liability Policy.
- (d) The Operator is responsible for all liabilities and duties assumed by the Operator under the Agreement document including, but not limited to, the indemnity liability in the Agreement between the County, and the Operator and the provisions of section (c) and shall provide such protections for the County whether or not such claims, losses, liabilities or expenses are covered by insurance.
- (e) The Operator shall submit to the County, on an annual basis, a current certificate evidencing continuous coverage as part of this Agreement.
- (f) In the event the Operator terminates its municipal self-coverage program for Workers' Compensation, uninterrupted coverage shall be provided by a commercially obtained insurance policy in the statutory amount, with proof thereof being provided to the County.

#

Bond No. 106998848

KNOW ALL MEN BY THESE PRESENTS, THAT, COMMUNITY REFUSE SERVICES, LLC D/B/A CUMBERLAND COUNTY LANDFILL (hereinafter called the Principal), as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, Connecticut (hereinafter called the Surety), as Surety, are held and firmly bound unto COUNTY OF ADAMS (hereinafter called the Owner), and to all persons who furnish labor or material directly to the Principal for use in the prosecution of the work hereinafter named, in the just and full sum of NINETY EIGHT THOUSAND FIVE HUNDRED FIFTY AND NO/100***** (\$98,550.00) Dollars, to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

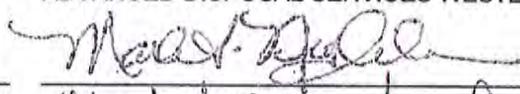
WHEREAS, the Principal has entered into a certain written contract with the Owners, dated the 1ST day of JANUARY 2019, to MUNICIPAL SOLID WASTE DISPOSAL AND PROCESSING FACILITY CAPACITY which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall fully indemnify the Owner from and against any failure on his/her part faithfully to perform the obligations imposed upon him/her under the terms of said contract free and clear of all liens arising out of claims for labor and material entering into the work, and if the said Principal shall pay all persons who shall have furnished labor or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject, however, to the Owner's priority, then this obligation to be void, otherwise to remain in full force and effect.

Sealed with our seals and dated this 15TH day of JANUARY 2019

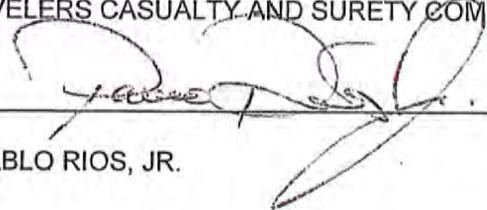


Adriane Leavitt
Witness

ADVANCED DISPOSAL SERVICES WESTERN PA, INC.


Mark Neighbor, Vice President
Principal (SEAL)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By 

PABLO RIOS, JR.
Attorney-in-Fact



CHRISTOPHER F. MULVANEY
Witness



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Lawrence E. Dlugos, Vincent J. Mancini, Christopher F. Mulvaney, Pablo Rios Jr., and Wendy Lee Wadkins of Radnor, Pennsylvania,** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February,

2017.



State of Connecticut
City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of January, 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), THE AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Virginia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378		FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
INSURED Advanced Disposal Services, Inc. (See Attached List of Named Insureds) 90 Fort Wade Rd. Ponte Vedra, FL 32081	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Arch Insurance Company		11150
	INSURER B: Allied World National Assurance Company		10690
	INSURER C: Evanston Insurance Company		35378
	INSURER D: Arch Indemnity Insurance Company		30830
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: W9931796

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

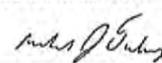
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	31GPP4985406	11/20/2018	11/20/2019	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	31CAB4985506	11/20/2018	11/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input type="checkbox"/> BODILY INJURY (Per person) \$ <input type="checkbox"/> BODILY INJURY (Per accident) \$ <input type="checkbox"/> PROPERTY DAMAGE (Per accident) \$						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	03098718	11/20/2018	11/20/2019	EACH OCCURRENCE \$ 15,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	31WCI4985306	11/20/2018	11/20/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability	Y		MKLV1ENV101554	11/20/2018	11/20/2019	Aggregate/Occurrence \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella Liability follows form over the General Liability, Auto Liability and Employers Liability.

Umbrella coverage provides additional limits over the Commercial General Liability, Automobile Liability and Employers Liability policies.

SEE ATTACHED

CERTIFICATE HOLDER Adams County Board of Commissioners 117 Baltimore Street, Room 207B Gettysburg, PA 17325	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Virginia, Inc.		NAMED INSURED Advanced Disposal Services, Inc. (See Attached List of Named Insureds) 90 Fort Wade Rd. Ponte Vedra, FL 32081	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Auto policy includes CA9948 (Pollution Liability - Broadened Coverage for Covered Autos - Business Auto and Motor Carrier Coverage Form).

Adams County Board of Commissioners is included as an Additional Insured as respects to General Liability, Auto Liability Umbrella/Excess Liability and Pollution Liability, where required by written contract.

General Liability, Auto Liability Umbrella/Excess Liability and Pollution Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured, where required by written contract.

Waiver of Subrogation applies in favor of Adams County Board of Commissioners with respects to General Liability, Auto Liability Umbrella/Excess Liability and Workers Compensation, as permitted by law, where required by written contract.

Professional Liability is included under the General Liability.

INSURER AFFORDING COVERAGE: Arch Indemnity Insurance Company NAIC#: 30830
 POLICY NUMBER: 34WCI0519206 EFF DATE: 11/20/2018 EXP DATE: 11/20/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Worker's Compensation - KY/MO/PA/MN	E.L. Each Accident	\$1,000,000
Per Statute	E.L. Disease-Pol Lim	\$1,000,000
	E.L. Disease Each Emp	\$1,000,000

INSURER AFFORDING COVERAGE: Arch Insurance Company NAIC#: 11150
 POLICY NUMBER: 31CAB0502306 EFF DATE: 11/20/2018 EXP DATE: 11/20/2019

ADDITIONAL INSURED: Y
 SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability	Combined Single Limit	\$4,000,000
Any Auto	SIR	\$1,000,000

Named Insureds:

ADS Renewable Energy - Eagle Point, LLC
ADS Renewable Energy - Stones Throw, LLC
ADS Renewable Energy - Wolf Creek, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services Gulf Coast, LLC
Advanced Disposal Services Alabama CATS, LLC
Advanced Disposal Services Alabama EATS, LLS
Advanced Disposal Services Alabama Holdings, LLC
Advanced Disposal Services Alabama, LLC
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, LLC
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Eagle Bluff Landfill, Inc.
Advanced Disposal Services East, Inc.
Advanced Disposal Services Eastern PA, Inc.
Advanced Disposal Services Emerald Park Landfill, LLC
Advanced Disposal Services Evergreen Landfill, Inc.
Advanced Disposal Services Glacier Ridge Landfill, LLC
Advanced Disposal Services Greentree Landfill, LLC
Advanced Disposal Services Gulf Coast, LLC
Advanced Disposal Services Gwinnett Transfer Station, LLC
Advanced Disposal Services Hancock County, LLC
Advanced Disposal Services Hickory Meadows Landfill, LLC
Advanced Disposal Services Hoosier Landfill, Inc.
Advanced Disposal Services Jackson, LLC
Advanced Disposal Services Jacksonville, LLC
Advanced Disposal Services Jones Road, LLC
Advanced Disposal Services Lancaster Landfill, LLC
Advanced Disposal Services Lithonia Transfer Station, LLC
Advanced Disposal Services Macon, LLC
Advanced Disposal Services Magnolia Ridge Landfill, LLC
Advanced Disposal Services Mallard Ridge Landfill, Inc.
Advanced Disposal Services Maple Hill Landfill, Inc.
Advanced Disposal Services Middle Georgia, LLC
Advanced Disposal Services Midwest, LLC
Advanced Disposal Services Milledgeville Transfer Station, LLC
Advanced Disposal Services Mississippi Holdings, Inc.
Advanced Disposal Services Mississippi, LLC
Advanced Disposal Services Mobile Transfer Station, LLC
Advanced Disposal Services Morehead Landfill, Inc.
Advanced Disposal Services National Accounts Holdings, Inc.
Advanced Disposal Services National Accounts, Inc.
Advanced Disposal Services North Alabama Landfill, LLC
Advanced Disposal Services North Georgia, LLC
Advanced Disposal Services Oak Ridge Landfill, Inc.
Advanced Disposal Services Orchard Hills Landfill, Inc.
Advanced Disposal Services Pasco County, LLC
Advanced Disposal Services Pecan Row Landfill, LLC
Advanced Disposal Services Pontiac Landfill, Inc.
Advanced Disposal Services Renewable Energy, LLC
Advanced Disposal Services Rogers Lake, LLC
Advanced Disposal Services Rolling Hills Landfill, Inc.
Advanced Disposal Services Selma Transfer Station, LLC
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services South Carolina, LLC
Advanced Disposal Services South, LLC
Advanced Disposal Services Star Ridge Landfill, Inc.
Advanced Disposal Services Stateline, LLC
Advanced Disposal Services Sumner Landfill, Inc.
Advanced Disposal Services Taylor County Landfill, LLC
Advanced Disposal Services Tennessee Holdings, Inc.
Advanced Disposal Services Transport, LLC
Advanced Disposal Services Valley Meadows Landfill, LLC
Advanced Disposal Services Valley View Landfill, Inc.
Advanced Disposal Services Vasko Rubbish Removal, Inc.
Advanced Disposal Services Vasko Solid Waste, Inc.

Advanced Disposal Services Wayne County Landfill, Inc.
Advanced Disposal Services Western PA, Inc.
Advanced Disposal Services Zion Landfill, Inc.
Alabama Waste Disposal Solutions LLC
Baton Rouge Renewable Energy LLC
Burlington Transfer Station, Inc.
Caldwell Partnership, LLC
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
CGS Leasing, Inc.
CGS Services, Inc
CGS Transport, LLC
Champion Transfer Station, LLC
Community Refuse Service, LLC
Diller Transfer Station, LLC
DLD Limited Partnership
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Eco-Safe Systems, LLC
Farm Properties, LLC
FDS Disposal II, LLC
Hall County Transfer Station, LLC
Harmony Landfill, LP
Highstar Royal Oaks I, Inc.
Highstar Royal Oaks II, Inc.
Hinkle Transfer Station, LLC
HWStar Holdings Corp.
IWStar Waste Holdings Corp.
Land and Gas Reclamation, Inc.
Landsouth, Inc.
Moretown Landfill, Inc.
Mostoller Landfill, LLC
Nassau County Landfill, LLC
NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWS North East Holdings, Inc.
NEWStar Waste Holdings Corp.
North East Waste Services, Inc.
Old Kings Road Solid Waste, LLC
Old Kings Road, LLC
Parker Sanitation II, Inc.
Pasco Lakes Inc.
PDC Disposal Co., Inc.
Precision Waste Services, Inc.
Sister's Sanitation, LLC
South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
St. Johnsbury Transfer Station, Inc.
Stone's Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, LLC

INSURER CANCELLATION TERMS

NAMED INSURED Advanced Disposal Services, Inc.	POLICY NO. 31GPP4985406 31CAB4985506 31CAB0502306 03098718 31WCI4985306 34WCI0519206 MKLV1ENV101554 EFFECTIVE DATE SEE PAGE 1
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Holder Name: Adams County Board of Commissioners

Cancellation Terms:

All policies above shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the certificate holder.

Cancellation Terms Apply to the Following Coverages:

General Liability
Business Auto Liability
Umbrella/ Excess Liability
Workers Compensation
Pollution



ADAMS COUNTY OFFICE OF PLANNING AND DEVELOPMENT

670 Old Harrisburg Road, Suite 100 | Gettysburg, PA 17325
Ph: 717-337-9824 | Fx: 717-334-0786

Sherrí Clayton-Williams, AICP, Director

January 2, 2019

Mr. Tim O'Donnell, General Manager
Republic Services of PA, LLC dba
Modern Landfill dba
Republic Services of York
4400 Mt. Pisgah Road
York, PA 17406

Dear Mr. O'Donnell:

Adams County is in acceptance of the November 27, 2018 Proposal submitted by Republic Services of PA, LLC dba Modern Landfill in response to the Adams County Request for Proposals for Municipal Solid Waste Disposal/Processing Capacity.

In accepting this Proposal, Adams County and Republic Services of PA, LLC dba Modern Landfill are entering into a legal, binding and enforceable obligation that binds Republic Services of PA, LLC dba Modern Landfill (Operator) to reserving the following daily maximum operating capacities in exchange for the designation of Republic Services of PA, LLC dba Modern Landfill as a contracted disposal facility in the Adams County Municipal Solid Waste Management Plan. Using the average actual MSW generation chart for Adams County included in the RFP, it was determined that 84% of Adams County waste is MSW, 15% is C/D waste and 1% is Sewage Sludge. The reserved maximum operating capacities are based upon the average annual tonnage of 96,000 tons required over the 10-year period of the Agreement incorporating the percentages above for a 7-day operating week as follows: 222 tons per day of Municipal Solid Waste; 40 tons per day of Construction/Demolition Waste; and 3 tons per day of Municipal Sewage Sludge.

In accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, (Act 101), and in accordance with the Adams County Municipal Solid Waste Disposal and Processing Facility Capacity Agreement (Section 4.3), Republic Services of PA, LLC dba Modern Landfill agrees that "the average daily permitted capacity may not be used as a basis for rejecting county-generated loads of Municipal Solid Waste" when the reserved maximum operating capacities for Adams County have not been met or exceeded. In this regard, Republic Services of PA, LLC dba Modern Landfill will work diligently with County Registered Transporters to accommodate and provide contracted disposal services.

In guarantee of the Operator's performance, Republic Services of PA, LLC dba Modern Landfill shall submit a Performance Bond made payable to Adams County, as determined:

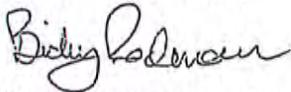
10% of the total first year bid amount (the sum of Municipal Solid Waste plus Construction/Demolition Waste plus Municipal Sewage Sludge) = $\$75.89 + \$85.14 + \$85.14 \times 0.10 = 24.617 \times 100 \text{ tpd} \times 365 \text{ days/year} \times 0.10 =$

\$89,852.05

This bond shall remain in force for the duration of this Agreement. In addition, Republic Services of PA, LLC dba Modern Landfill shall also designate the County as an additional insured under all required insurance policies under this Agreement and provide the County with proof as such.

Adams County looks forward to the continuation of a long-term partnership with Republic Services of PA, LLC dba Modern Landfill benefitting its citizens and the environment.

Respectfully yours,



Bicky Redman, Senior Environmental Planner
Adams County Office of Planning and Development

**MUNICIPAL SOLID WASTE DISPOSAL AND PROCESSING
FACILITY CAPACITY AGREEMENT
COUNTY OF ADAMS**

THIS MUNICIPAL SOLID WASTE DISPOSAL AND PROCESSING CAPACITY AGREEMENT (“Agreement”) is made this 8th day of January 2019, by and between Adams County, a County organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business at 117 Baltimore Street, Gettysburg, Adams County, Pennsylvania 17325, hereinafter “County,” and Republic Services of Pennsylvania, LLC dba Modern Landfill (“Operator”).

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (“Act 101”) requires Adams County (“County”), as part of its Municipal Solid Waste Management Plan Revision (“Plan Revision”), to provide capacity assurance for the disposal and processing of all Municipal Solid Waste, inclusive of Construction/Demolition (C/D) Waste and Sewage Sludge expected to be generated within the County for a period of at least ten (10) years. To meet its obligation, the County issued a Request for Proposal (RFP) to solicit responses from interested parties to negotiate an agreement to provide capacity for disposal and processing of all or a portion of Municipal Solid Waste generated in Adams County for a ten (10) year period, beginning January 1, 2019. The Operator responded to the Request for Proposal, met the qualification requirements, and the Operator’s proposal was accepted by the Board of Commissioners of Adams County. This Agreement provides the terms and conditions under which the Operator will provide disposal and processing capacity and services for the benefit of the 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:

Act 90. The Pennsylvania Waste Transportation Safety Act (Act 202 of 1990, P.L. 596, codified at 27 Pa. C.S. § 6201 – 6209).

Act 97. The Solid Waste Management Act (Act 97 of 1980, P.L. 380, codified at 35 P.S. § 6018.101 – 6018.1003).

Act 101. The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, Commonwealth Act of July 28, 1988, No. 101, P.L. 556, codified at 53 P.S. § 4000.101 – 4000.1904.

ACOPD. The Adams County Office of Planning and Development, an instrumentality of the County of Adams.

Agreement. The Municipal Solid Waste Disposal and Processing Facility Capacity Agreement between the County and the Operator's Facility allowing for the disposal/processing of Municipal Solid Waste, inclusive of Construction/Demolition (C/D) Waste and Sewage Sludge. .

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

Business Day. Each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday, which is not a legal holiday.

Community Clean-ups. Community beautification projects that foster removal and proper disposal of non-hazardous litter and illegally dumped trash and construction/demolition debris from areas throughout the County by volunteer-based groups.

Construction/Demolition (C/D) 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. Construction/Demolition Waste is managed as Municipal Solid Waste. The term does not include the following if they are separate from other waste and are used as clean fill: (i) uncontaminated soil, rock, stone, gravel, brick and block, concrete and used asphalt; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

Contract Date. The date of execution of this Agreement as set forth in the Preamble.

County. The County of Adams, Commonwealth of Pennsylvania.

County Registered Transporter. Any person, firm, partnership, corporation, public agency, or legally organized entity, that is engaged in the business, whether as a primary undertaking or secondary to some other venture (such as construction or remodeling), of collection and/or Transportation of Municipal Solid Waste, Recyclables and Sewage Sludge and is currently registered with the County pursuant to the County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance.

Declaration of Forfeiture. A written notification by the County to a surety or other entity, noting a situation, occurrence, activity or happening, as provided for in Article 2.5, the occurrence of which gives the County certain options, among which is declaring a bond payable.

Department or DEP. The Pennsylvania Department of Environmental Protection.

Designated Disposal Site. A facility contracted by the County to receive municipal solid waste.

Effective Date. The date established pursuant to Section 10.1 of this Agreement.

Event of Default. A situation, occurrence, activity or happening, as described in Article 9 of this Agreement, which provides for certain options to the non-defaulting party.

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

Littering. The act, whether active or passive, of the spreading or releasing of any portion or amount of Municipal Solid Waste from a vehicle authorized to transport Municipal Solid Waste, such that the spread or released portion of Municipal Solid Waste is placed on the roadbed or real property of another, where the roadbed or real property was not designated to receive such Municipal Solid Waste, and where the vehicle operator, passenger, or company operating the vehicle did not promptly collect all of the spread or released Municipal Solid Waste. It is understood that this term

refers to the loss of garbage as provided for under the Pennsylvania Vehicle Code at 75 Pa. C.S. § 4903, the depositing of waste as provided for under the Vehicle Code at 75 Pa. C.S. § 3709; and also embraces the concept contained in Scattering Rubbish, as that crime is defined in Title 18 of Pennsylvania Consolidated Statutes at 18 Pa. C.S. § 6501. Such spread or released Municipal Solid Waste may also be referred to as "litter."

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

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

Municipal Solid Waste. Any garbage, refuse, industrial lunchroom or office waste, inclusive of construction/demolition 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 sewage sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility.

Municipal Solid Waste Disposal or Processing Facility. A facility using land for disposing or processing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations: including, but not limited to areas where Disposal or Processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, Transportation and storage facilities, closure, post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility.

Municipal Solid Waste Landfill. A facility using land for disposing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where Disposal or Processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, Transportation and storage facilities, closure and postclosure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a Construction/Demolition Waste landfill or a facility for the land application of Sewage Sludge.

Municipal Solid Waste Management Plan. A comprehensive plan for an adequate Municipal Solid Waste management system, developed in accordance with 25 Pa. Code § 272.201 – 272.261, Subchapter C relating to municipal waste planning.

Operator. The entity identified as Operator on page one of this Agreement, or any permitted successors, assigns, or affiliates.

Operator's Facility. The Operator's permitted facility that is offered to provide disposal services under this Agreement, located in _____ (Township/Borough/City), York _____ 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.

Pennsylvania Waste Transportation Authorization. A grant of authority issued to Municipal Solid Waste and residual waste transporters under the waste transportation safety program established by Act 90, and specified at 27 Pa. C.S. § 6204.

Performance Bond. The performance bond or letter of credit or other security acceptable to the County to be submitted by the Operator to the County pursuant to the terms of Section 2.5.

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 solid waste disposal or processing facility.

Person. Any individual, corporation, partnership, 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.

Plan Revision. A change that affects the contents, terms, or conditions of a Department-approved Municipal Solid Waste Management Plan under the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101), and 25 Pa. Code § 272.201, *et seq.*

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

Regulated Waste. Municipal Solid Waste, inclusive of Construction/Demolition (C/D) Waste and Sewage Sludge generated within Adams County and regulated pursuant to The County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance.

Resource Recovery Facility.

- (i) A processing facility that provides for the extraction and utilization of materials or energy from Municipal Solid Waste.
- (ii) The term includes a facility that mechanically extracts materials from Municipal Solid Waste, a combustion facility that converts the organic fraction of Municipal Solid Waste to usable energy, and a chemical and biological process that converts Municipal Solid Waste into a fuel product.
- (iii) The term includes a facility for the combustion of Municipal Solid Waste that is generated offsite, whether or not the facility is operated to recover energy.
- (iv) The term includes land affected during the lifetime of operations; including but not limited to, areas where processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, Transportation and storage facilities, closure and post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility.
- (v) The term does not include:
 - a. A Composting Facility.
 - b. Methane gas extraction from a Municipal Solid Waste Landfill.
 - c. A separation and collection center, drop-off point, or collection center for Recycling, or a source separation or collection center for composting Leaf / Yard Waste.

- d. A facility, including all units in the facility, with a total processing capacity of less than 50 tons per day.

Sewage Sludge. Municipal Solid Waste, inclusive of liquid or solid sludge and other residues (domestic in nature) from sewage collection and treatment systems; and liquid or solid sludge and other residues from septic and holding tanks from commercial, institutional, municipal, residential establishments. The term includes materials derived from Sewage Sludge. The term does not include ash generated during the firing of Sewage Sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of sewage sludge at a municipal sewage collection and treatment system, or grit, screenings, and non-organic objects from septic and holding tanks and food residuals, food coproducts, food processing wastes, food processing sludge, Food Processing Residual Waste and any other incidental material whose characteristics are derived primarily from processing agricultural products.

Source-Separated Recyclable Materials. Materials that are separated from Municipal Solid Waste at the point of origin for the purpose of recycling.

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

Ton. Two thousand (2,000) pounds.

Transfer Facility. A facility which receives and processes or temporarily stores Municipal Solid Waste or residual waste at a location other than the generation site, and which facilitates the Transportation or transfer of Municipal Solid Waste or residual waste to a disposal or processing 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.

Transportation. The off-site removal of any Municipal Solid Waste, Recyclables and Sewage Sludge at any time after generation.

Transporters Ordinance. County of Adams Municipal Solid Waste Recycling, Littering and Sewage Sludge Transportation Ordinance.

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 County

The County represents and warrants that:

- (a) Adams County is a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, and is duly authorized under Act 101 to carry on governmental functions and operations contemplated by this Agreement in accordance with the Plan Revision and implementation thereof.

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

2.2 Representations of Operator

The Operator represents and warrants to the 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) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, 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 its obligations under 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 obligations under this Agreement.
- (h) Except as disclosed on the Submittal Form for Municipal Solid Waste Disposal and Processing Services contained in the County's Request for Proposal, 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 County a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the County.

2.4 Designation as a Municipal Solid Waste Disposal/Processing Facility

In consideration of the Operator's Covenants and this Agreement, the County hereby agrees to include the Operator's Facility in its Plan as a designated municipal solid waste disposal/processing facility for Municipal Solid Waste generated within the County. The Operator acknowledges that this Agreement is nonexclusive and the County may enter into agreements with other facilities to perform the same work and services that the 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 municipal solid waste disposal industry) or similarly obligatory relationship between the County and the Operator and at no time during the term of this Agreement shall the County be obligated to deliver and dispose of municipal solid waste at the Operator's Facility.

2.5 Contractor's Performance Security

- (a) On or before the date when the Operator will begin accepting municipal solid waste from the County under the terms of the Agreement, the Operator shall submit to the County a Performance Bond as specified herein. The Performance Bond shall be held by the County as security for the faithful performance of the Operator's duties and obligations as provided by the terms of the Agreement. The Performance Bond shall be made payable to the County. The Performance Bond shall provide for continuous liability throughout the duration of the Agreement. The type and amount of the Performance Bond shall be as specified herein, and shall be subject to acceptance and approval by the County.
- (b) Under the terms and conditions stated herein, the County will accept a surety bond or an irrevocable letter of credit, or restrictive or escrow accounts as a guarantee for the Operator's performance. The County may accept a Performance Bond executed by an operator who is not the permittee in lieu of a bond executed by the permittee provided the bond meets the requirements stated herein.
 - (i) The County will only accept bonds from a surety authorized to do business in the Commonwealth of Pennsylvania when the surety bond is signed by an appropriate official of the surety. If the principal place of business of the surety is outside Pennsylvania, the surety bond must also be signed by an authorized resident agent of the surety. Attorneys-in-fact who sign the bonds must file with each bond an effectively dated copy of the surety company evidencing such agent's authority to execute the bond.
 - (ii) The bond shall be made payable to the County and provide that full payment shall be made under the bond within thirty (30) days of receipt of the County's Declaration of Forfeiture by the surety.
 - (iii) The bond shall provide that the surety and the principal are jointly and severally liable for payment of the bond amount.
 - (iv) The Operator shall provide in the bond that the amount shall be confessed by judgment, with execution occurring upon Declaration of Forfeiture in favor of the County. The confession of judgment clause shall be in accord with all requirements of law.
 - (v) The County will retain, during the term of the bond, and upon forfeiture of the bond, a property interest in the surety's guarantee of payment under the bond which may not be

affected by bankruptcy, insolvency or other financial incapacity of the operator or principal on the bond. The bond shall include provision for survivability of this property interest.

- (vi) This Agreement shall be subject to termination by the County at any time if the required bond is cancelled or the surety thereon is otherwise relieved from liability for any reason.

Determination of Performance Bond Amount

The amount of the Performance Bond that must be posted prior to or as of the Effective Date of the Agreement shall be determined as follows:

Ten percent (10%) of the total first year bid amount (the sum of Municipal Solid Waste plus Construction / Demolition waste plus Municipal Sewage Sludge) calculated as follows:

Operator's price per ton Disposal Fee (as set forth in the Submittal Form – Proposed Fee Schedule for Municipal Solid Waste Disposal and Processing Services); multiplied by 100 tons/day (average estimate); multiplied by 365 days/year; multiplied by Ten percent (10%).

Payment of Performance Bond

Unless the Operator's failure to perform is excused under the provisions of Section 9.4, Force Majeure, the County may declare a bond payable when it determines that one or more of the following has occurred:

- (a) The Operator has violated or continues to violate the terms and conditions of the bond.
- (b) The Operator fails or refuses to comply with the terms or conditions of this Agreement.
- (c) The Operator fails or refuses to furnish an acceptable replacement bond within the specified time period after receipt of a notice of cancellation for any existing bond.
- (d) The permits for the Operator's Disposal/Processing Facility(ies) under bond has/have been suspended or revoked by PADEP or other applicable permit agencies.
- (e) The Operator has become insolvent, failed in business, entered into bankruptcy or liquidation, had a receiver appointed by the Court or cannot adequately demonstrate or prove the ability to continue to comply with the duties and responsibilities required under the terms of this Agreement.

Article 3. Delivery and Disposal of Municipal Solid Waste

3.1 Delivery and Disposal of Municipal Solid Waste

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in the Submittal Form for Municipal Solid Waste Disposal and Processing Services:

- (a) The County may, at its option, cause to be delivered to the Operator's Facility during the receiving times all, part or none of the Municipal Solid Waste generated within the County.
- (b) The County, or any registered transporter, shall notify the Operator that it intends to exercise its right to deliver Municipal Solid Waste to the Operator's Facility prior to commencing the delivery of such wastes.

- (c) The Operator shall provide disposal/processing capacity as may be needed by the County for all Municipal Solid Waste generated within the geographic boundaries of the County and that the County or any registered transporter may cause to be delivered to the Operator's Facility. This may include delivery of Municipal Solid Waste on an occasional basis by individual County residents in small vehicles. The Operator and the County shall from time to time agree upon reasonable regulations. For any Municipal Solid Waste accepted, the Operator may charge a Tipping Fee which is equal to or less than the Maximum Tipping Fee.

3.2 County Registered Transporters

The County will regulate and register transporters responsible for delivering Municipal Solid Waste to the Operator's Facility, and will provide the Operator with a current list of registered transporters for the purposes of this Agreement. Except as provided in Article 3.1 (c), the Operator shall not accept Municipal Solid Waste generated within the County unless delivered by a registered transporter from the County. The Operator:

- (a) can expect registered waste transporters to comply with the notice requirement in Article 3.1.
- (b) agrees that it is reasonable to expect that, on average, registered waste transporters will not be required to wait more than thirty (30) minutes at the Operator's Facility before being able to unload.
- (c) 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/Processing of Municipal Solid 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. The Scale House operator shall be a licensed Public Weigh Master or equivalent under applicable law of all jurisdictions in which the Facility is located. If the Operator's Facility is located in-County, vehicles of all registered transporters delivering Municipal Solid Waste to the Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal/processing at the Operator's Facility. If the Operator's Facility is located out-of-County, vehicles of registered Adams County transporters and occasional Adams County individual residents delivering Municipal Solid Waste from Adams 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, origin, and weight of all waste prior to disposal at the Operator's Facility. The scale house operator shall provide such information to the County on a quarterly basis in an electronic data format. The County and its authorized agents or employees shall have the right, at its discretion, to audit the Operator's records with respect to the disposal of Municipal Solid Waste, including, but not limited to, access and the right to copy all logs, records, papers, reports and other documents pertaining to the quantities and sources of municipal solid waste accepted at the Operator's Facility for the purpose of verifying compliance with this Agreement. The Operator shall provide copies of all weight records with respect to municipal solid waste accepted which are customarily maintained by the Operator to the County. Copies of all daily weight records shall be maintained by the Operator for a period of at least five (5) years.

- (b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. The County or registered transporters may at all times have access to the scale accuracy records of the Operator. If the scale is inoperable for any reason, the registered transporters may use another certified scale of their choice, or the Operator may direct vehicles to another certified scale closest to the Operator's Facility. The Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the registered transporters, and the Operator shall use this information to invoice the registered transporters for disposal at the Operator's Facility.
- (c) The Operator, upon two (2) days notice shall permit the County and/or its employees or agents to conduct inspections of the disposal/processing facility transporters and monitor waste deliveries from the County during reasonable hours.

4.2 Receiving Time/Hours of Operation

- (a) The Operator's Facility shall be available to receive municipal solid waste during the receiving times specified in the Submittal Form for Municipal Solid Waste Disposal/Processing Services.
- (b) If the County or a registered transporter requests and the Operator agrees, a registered transporter may deliver municipal solid 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 registered transporter and the Operator.
- (c) Upon request by the County, the Operator shall use reasonable efforts to accept deliveries of Municipal Solid 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 Municipal Solid 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) Municipal Solid 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 County 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 registered transporters prior to initial waste delivery of the Operator's waste monitoring program and expected procedures and responsibilities under such program. At no time will title for said hazardous waste or unacceptable waste transfer to the County, nor will the County accept any responsibility for payment for disposal/processing of such wastes.
- (c) The Operator's Facility may not reject a load of Municipal Solid Waste from the 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 County-generated loads of Municipal Solid Waste.

4.4 Complaints

The Operator shall receive and respond to all complaints from registered transporters regarding the acceptance of Municipal Solid Waste materials at the Operator's Facility. Any complaints received by the 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, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

4.5 Title to Municipal Solid Waste

Except in the case where hazardous or unacceptable wastes are delivered to the Operator's Facility, title to the Municipal Solid 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 County with quarterly reports of all Municipal Solid Waste generated within the County and delivered to the Operator's Facility by registered transporters and occasional individual County residents. These reports shall include the totals by quarter for municipal solid waste, inclusive of C/D waste and sewage sludge. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the County, copies of said reports may be submitted to the County to comply with the Operator's reporting requirements.
- (b) Along with quarterly reports, the Operator shall provide: (i) names of registered transporters delivering loads of County-generated municipal solid 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 county regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

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

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the County and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of County-generated municipal solid 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 registered Adams County transporter or occasional individual County resident that exceeds the maximum rates for a given calendar year established by this Agreement for municipal solid waste. Nothing in this Agreement shall prevent or preclude the Operator from negotiating alternate tipping fees with any transporter 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; and (iii) any other applicable fees.
- (b) The 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 transporters 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 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.

Article 7. Insurance

- (a) The Operator shall maintain, in full force and effect throughout the term of the Agreement insurance coverages consistent with all current DEP regulations. The 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. (See attached Schedule 1)
- (b) The County shall be designated as an additional insured under all required insurance policies under this Agreement 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.
except for workers compensation. as applicable

Article 8. Indemnification

8.1 The Operator or its successors and assigns shall protect, indemnify and hold harmless the County, its officers, members, employees, agents, contractors and subcontractors (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 the County indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property arising out of:

- (a) the negligence or willful misconduct, tortious activity, error or omission of 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 including any and all liabilities, claims, penalties, suits or remedial actions under the Comprehensive Environmental Resource Compensation and Liability Act of 1980 or comparable state law and the cost and expenses incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which the County may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of, or adverse effects on the environment, or any violations of governmental laws or regulations caused by the Contractor's disposal of Municipal Solid Waste pursuant to the terms of this Agreement.

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

8.2 Cooperation Regarding Claims

If either the County 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 County against the Operator pursuant to Article 8.1, that party shall immediately 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 County 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 County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the County and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Operator cannot resolve the dispute, jurisdiction for any actions under the Agreement is limited to the Court of Common Pleas of Adams County, Pennsylvania.

9.2 Events of Default by County

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

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for any of the following reasons:

- (a) Failure to accept Municipal Solid Waste from the County or its registered transporters or occasional individual 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.
- (b) (i) The Operator's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Operator under the laws of any jurisdiction, which proceeding has not dismissed within thirty (30) days, or (iii) any action or answer by the Operator approving of, consenting to or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of the Operator which shall substantially interfere with the Operator's performance under this Agreement; and
- (c) The failure of the Operator to pay amounts owed to the County under this Agreement, within thirty (30) days following the date such amounts become due, or to make such other arrangements with the County as may be mutually agreed in writing.
- (d) An Event of Default under Article 9.3 shall entitle the County to institute a legal proceeding seeking specific performance of this Agreement and/or seek liquidated damages under Sub-

section (9.3.1.a.) below, and the Operator agrees that with respect to such action brought against the Operator by the County, that the award of damages at law is not an adequate remedy for an Event of Default under Article 9.3, nor the equivalent of the performance of the Operator's obligations under this Agreement.

9.3.1 Procedures Under Event of Default by Operator

- (a) If, within a period of thirty (30) days after the Operator shall have received notice from the County that an Event of Default has occurred under Section 9.3, and the Operator has neither remedied, nor has commenced and continued to pursue with due diligence, a remedy for any such Event of Default, the County may terminate this Agreement upon ten (10) days prior written notice to the Operator unless such Event of Default is cured within such ten (10) day period.
- (b) An Event of Default of the character described in Section 9.3 (b) of this Agreement shall not require notice by the County as provided above, but shall terminate this Agreement forthwith.
- (c) If the County terminates this Agreement by reason of an Event of Default which has not been timely cured by the Operator, the County shall be entitled to recover liquidated damages as compensation for a loss which is impossible or difficult to measure, and not as a penalty, as follows:
 - (i) The average number of Tons of Available Tonnage disposed by the Designated Disposal/Processing Facility from the Effective Date to the date the County first gave written notice of default shall be calculated.
 - (ii) The average tons so calculated shall be multiplied by the number of months remaining from the County's written notice of termination of this Agreement to the tenth anniversary of the Effective Date, and
 - (iii) To determine the amount of the liquidated damages payment owed by the Operator, the total tons so calculated shall be multiplied by the difference between (A) the Operator's average per Ton Not-to-Exceed Disposal Fee under this Agreement for the years remaining from the County's written notice of termination of this Agreement to the tenth anniversary of the Effective Date, less (B) the average per ton "spot market" fee charge for disposal of municipal solid waste of the Disposal/Processing Facilities under contract within a 100 mile radius of Adams County on the date of the County's written notice of termination of this Agreement.
- (iv) This Section 9.3 shall survive the termination of this Agreement.

9.4 Force Majeure

Neither the Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the Operator or the County and which the Operator or 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 the County within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2019. The Operator shall begin to accept waste deliveries from County 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 shall end on the tenth anniversary of that date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the County and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 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 11. Miscellaneous

11.1 Assignment

- (a) This Agreement may not be assigned by either the County or the Operator or its rights sold by Operator except with the written consent of the County or Operator or as further provided in this Article. The County may, however, contract with a third party or parties for the collection, transportation, disposal and processing of waste, and such contracting will not be interpreted as an assignment of this Agreement. Further, any municipality within the political boundaries of the County and/or any registered transporter may avail themselves of the rights of the County under this Agreement without violating the assignment provision, provided, however, that such municipalities and registered transporters will be bound by the covenants of the 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 the County and the written consent of the County.
- (b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of 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:

County: Attn: Adams County Solicitor
 Adams County Board of Commissioners
 117 Baltimore Street
 Gettysburg, Pennsylvania 17325

Operator:

Either the County 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 Solid Waste Disposal and Processing Capacity Agreement between the County and the Operator, superseding all prior disposal/processing capacity Agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. The County and Operator agree that any existing municipal solid waste disposal/processing 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 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 the 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.

11.5 Change of Ownership

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

11.6 Governing Law

This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the County and 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 County and the Operator, or as constituting the Operator the general representative or general agent of the County 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, 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.

11.13 Right to Know Law

This Agreement is subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101, *et seq.* The County is a government agency falling under the Pennsylvania Right to Know Law. All documents will be considered public documents subject to release, unless identified as a trade secret, confidential proprietary information, or falling under one of the exceptions in the Law.

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

ATTEST:

**COUNTY OF ADAMS
ADAMS COUNTY COMMISSIONERS**

Paula V. Neiman
Paula V. Neiman, Chief Clerk

By: Randy L. Phiel
Randy L. Phiel, Chairman

(SEAL)

By: James E. Martin
James E. Martin, Vice-Chairman

By: Marty Karsteter Qually
Marty Karsteter Qually, Commissioner

OPERATOR

Witness: Andy Warntz
Andy Warntz: Manager - Municipal Sales

By: Tim O'Donnell
Tim O'Donnell

Title: General Manager

SCHEDULE 1

Insurance Requirements

- (a) The Operator shall maintain in full force and effect through the term of this Agreement, and any renewal or extension thereof, the following types and amounts of insurance.
- (b)
 - (i) General Liability Insurance - \$1,000,000 per occurrence with an annual aggregate of \$10,000,000;
 - (ii) Professional Liability Insurance - \$1,000,000 per ~~occurrence~~^{incident} with an annual aggregate of \$10,000,000; ~~as part of the pollution policy.~~
 - (iii) Environmental Impairment Liability Insurance - \$1,000,000 per ~~occurrence~~^{incident} with an annual aggregate of \$10,000,000;
 - (iv) Workers' Compensation Insurance Coverage A (statutory) sufficient limits and endorsements to discharge obligations under all applicable WC laws, USL & H Act, the Jones Act and Admiralty or Maritime Law. Pursuant to the Operator's existing municipal self-insurance program. Coverage B (Employers Liability - \$500,000 (Each Accident) \$500,000 (Disease - Policy Limit \$500,000 (disease - Each Employee)); and
 - (v) Pollution Liability - - \$1,000,000 - \$10,000,000 per occurrence.
- (b) The Operator shall submit to the County proof of insurance coverage prior to the Effective Date. At a minimum, proof of insurance will consist of a certificate identifying the insurance company or self-insurance program in effect, the insured and facility covered, and the form, amount and term of coverage.
- (c) Each policy or program shall include the ~~County~~^{thirty (30)} as either a ~~co-insured~~^{an additional insured} or third party beneficiary, and require a minimum of sixty ~~(60)~~^{day} written notice to the County and the Operator before any cancellation or other termination becomes effective. ~~Coverage shall be granted to the County in the Operator's liability policies to apply on a primary basis, with the additional insured's own insurance coverage being excess. This applies to General Liability, Automobile Liability, Umbrella Liability, Pollution Liability and Protective Liability Policy.~~
~~and~~^{excluding workers compensation.}
- (d) The Operator is responsible for all liabilities and duties assumed by the Operator under the Agreement document including, but not limited to, the indemnity liability in the Agreement between the County, and the Operator and the provisions of section (c) and shall provide such protections for the County whether or not such claims, losses, liabilities or expenses are covered by insurance.
- (e) The Operator shall submit to the County, on an annual basis, a current certificate evidencing continuous coverage as part of this Agreement.
- (f) In the event the Operator terminates its municipal self-coverage program for Workers' Compensation, uninterrupted coverage shall be provided by a commercially obtained insurance policy in the statutory amount, with proof thereof being provided to the County.

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
POLICY NUMBER See First Page	REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
CARRIER See First Page	NAIC CODE
EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.
 Stop gap coverage for ND, WA and WY is covered under policy no. WLR C6522575A and stop gap coverage for OH is covered under policy no. WCU C65225670, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C49167295) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

The Umbrella/Excess Liability policy is follow form over the General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.

Insurer Affording Pollution Coverage - Tokio Marine Specialty Insurance Co. (NAIC # 23850) Policy No. PPK1830449

Contracting Operations Environmental Liability - \$10,000,000 Per Contamination Incident/\$10,000,000 General Aggregate
 Professional Liability - \$10,000,000 Per Incident/\$10,000,000 General Aggregate

Bond No. 106845067

KNOW ALL BY THESE PRESENTS, That we Republic Services of Pennsylvania, LLC dba Modern Landfill, as Principal, and Travelers Casualty and Surety Company of America, of Connecticut, authorized to do business in the State of PA, as Surety, are held and firmly bound unto Adams County as Obligee, in the maximum penal sum of Eighty Nine Thousand Eight Hundred Fifty Two Dollars and 05/100 Dollars (\$89,852.05), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Municipal Solid Waste Disposal and/or Processing Capacity (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of February 1, 2019 to January 31, 2020. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. The above referenced Contract has a term ending January 31, 2029. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond January 31, 2029, unless earlier nonrenewed pursuant to paragraph 1 above.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Attn: Bond Claims

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 3rd day of January, 2019.



By: Lisa M. Habermehl
Lisa M. Habermehl, Authorized Resident Agent

Republic Services of Pennsylvania, LLC dba Modern Landfill
By: Debbie Lindstrom
Debbie Lindstrom, Attorney-in-Fact, Principal

Travelers Casualty and Surety Company of America
By: Timothy S. Buhite
Timothy S. Buhite, Attorney-in-Fact

POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints USI INSURANCE SERVICES NATIONAL, INC., acting through and by any one of Debbie Lindstrom, John Drummey, Jr., Timothy S. Buhite, Kathleen M. Mitchell, Scott C. Alderman, Peggy A. Firth, Brandi Heinbaugh, Amber Engel, Jamie Stroh, Holly E. Ulfers, Katie Snider, or Roxana Palacios its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

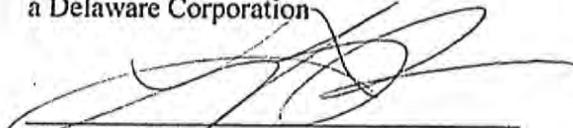
1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever USI INSURANCE SERVICES NATIONAL, INC. shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this, 2 day of January 2019 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary Eileen B. Schuler.

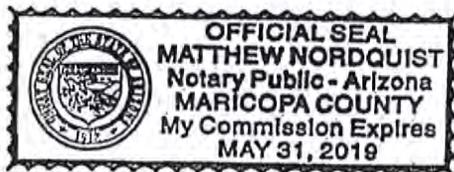
REPUBLIC SERVICES, INC.,
a Delaware Corporation


Eileen B. Schuler

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 2nd day of JANUARY, 2019 by Eileen B. Schuler, Assistant Secretary.




Notary Public



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Timothy S. Buhite**, of **Seattle, Washington**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

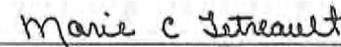
By: 
Robert L. Raney, Señor Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

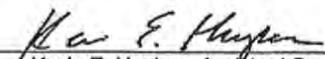
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **January**, **2019**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232663

Certificate No. 007401930

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Donald L. Roberts Jr., Lisa M. Habermehl, Francis M. McGinley, and Jessica J. Bentley

of the City of Blue Bell, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of October, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



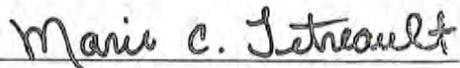
State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 6th day of October, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.




Marie C. Tetreault, Notary Public



COMMONWEALTH OF PENNSYLVANIA
INSURANCE DEPARTMENT

CERTIFICATE OF AUTHORITY

Casualty

Effective Date: April 1, 2018

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

NAIC NO. 31194

HAS COMPLIED WITH THE REQUIREMENTS OF THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA RELATING TO ADMISSION IN SAID COMMONWEALTH FOR THE PURPOSE OF TRANSACTING INSURANCE BUSINESS IN PENNSYLVANIA AND THAT THE ABOVE NAMED COMPANY IS HEREBY AUTHORIZED TO TRANSACT THE BUSINESS OF:

Accident and Health 40 P.S. s 382(c)(2)	Auto Liability 40 P.S. s 382(c)(11)
Boiler and Machinery 40 P.S. s 382(c)(5)	Burglary and Theft 40 P.S. s 382(c)(6)
Credit 40 P.S. s 382(c)(7)	Elevator 40 P.S. s 382(c)(9)
Fidelity and Surety 40 P.S. s 382(c)(1)	Glass 40 P.S. s 382(c)(3)
Inland Marine and Physical Damage 40 P.S. s 382(b)(2)	Livestock 40 P.S. s 382(c)(10)
Mine and Machinery 40 P.S. s 382(c)(12)	Ocean Marine 40 P.S. s 382(b)(3)
Other Liability 40 P.S. s 382(c)(4)	Personal Property Floater 40 P.S. s 382(c)(13)
Property and Allied Lines 40 P.S. s 382(b)(1)	Water Damage 40 P.S. s 382(c)(8)
Workers Compensation 40 P.S. s 382(c)(14)	

FOR THE YEAR ENDING MARCH 31, 2019 IN ACCORDANCE WITH ITS CHARTER AND IN CONFORMITY WITH THE LAWS OF SAID COMMONWEALTH OF PENNSYLVANIA.



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THE DATE AND YEAR FIRST ABOVE WRITTEN.

Jessica K. Altman
INSURANCE COMMISSIONER



ADAMS COUNTY OFFICE OF PLANNING AND DEVELOPMENT

670 Old Harrisburg Road, Suite 100 | Gettysburg, PA 17325
Ph: 717-337-9824 | Fx: 717-334-0786

Sherri Clayton-Williams, AICP, Director

December 12, 2018

Mr. John Wardzinski
Waste Management Disposal Services of Pennsylvania, Inc.
Mountain View Reclamation Landfill
9446 Letzburg Road
Greencastle, PA 17225

Dear Mr. Wardzinski:

Adams County is in acceptance of the November 27, 2018 Proposal submitted by Waste Management Disposal Services of Pennsylvania, Inc. in response to the Adams County Request for Proposals for Municipal Solid Waste Disposal/Processing Capacity.

In accepting this Proposal, Adams County and Mountain View Reclamation Landfill are entering into a legal, binding and enforceable obligation that binds Mountain View Reclamation Landfill (Operator) to reserving the following daily maximum operating capacities in exchange for the designation of Mountain View Reclamation Landfill as a contracted disposal facility in the Adams County Municipal Solid Waste Management Plan. The reserved maximum operating capacities are: 315 tons per day of Municipal Solid Waste; 58 tons per day of Construction/Demolition Waste; and 20 tons per day of Municipal Sewage Sludge.

In accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, (Act 101), and in accordance with the Adams County Municipal Solid Waste Disposal and Processing Facility Capacity Agreement (Section 4.3), Mountain View Reclamation Landfill agrees that "the average daily permitted capacity may not be used as a basis for rejecting county-generated loads of Municipal Solid Waste" when the reserved maximum operating capacities for Adams County have not been met or exceeded. In this regard, Mountain View Reclamation Landfill will work diligently with County Registered Transporters to accommodate and provide contracted disposal services.

In guarantee of the Operator's performance, Mountain View Reclamation Landfill shall submit a Performance Bond made payable to Adams County, as determined:

10% of the total first year bid amount (the sum of Municipal Solid Waste plus Construction/Demolition Waste plus Municipal Sewage Sludge) = $\$91.49 + \$91.49 + \$91.49 \times 0.10 = 27.447 \times 100 \text{ tpd} \times 365 \text{ days/year} \times 0.10 =$

\$100,181.55

This bond shall remain in force for the duration of this Agreement. In addition, Mountain View Reclamation Landfill shall also designate the County as an additional insured under all required insurance policies under this Agreement and provide the County with proof as such.

Adams County looks forward to the continuation of a long-term partnership with Mountain View Reclamation Landfill benefitting its citizens and the environment.

Respectfully yours,



Bicky Redman, Senior Environmental Planner
Adams County Office of Planning and Development

**MUNICIPAL SOLID WASTE DISPOSAL AND PROCESSING
FACILITY CAPACITY AGREEMENT
COUNTY OF ADAMS**

THIS MUNICIPAL SOLID WASTE DISPOSAL AND PROCESSING CAPACITY AGREEMENT (“Agreement”) is made this 12th day of December 2018, by and between Adams County, a County organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business at 117 Baltimore Street, Gettysburg, Adams County, Pennsylvania 17325, hereinafter “County,” and Waste Management Disposal Services of Pennsylvania, Inc. (“Operator”).

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (“Act 101”) requires Adams County (“County”), as part of its Municipal Solid Waste Management Plan Revision (“Plan Revision”), to provide capacity assurance for the disposal and processing of all Municipal Solid Waste, inclusive of Construction/Demolition (C/D) Waste and Sewage Sludge expected to be generated within the County for a period of at least ten (10) years. To meet its obligation, the County issued a Request for Proposal (RFP) to solicit responses from interested parties to negotiate an agreement to provide capacity for disposal and processing of all or a portion of Municipal Solid Waste generated in Adams County for a ten (10) year period, beginning January 1, 2019. The Operator responded to the Request for Proposal, met the qualification requirements, and the Operator’s proposal was accepted by the Board of Commissioners of Adams County. This Agreement provides the terms and conditions under which the Operator will provide disposal and processing capacity and services for the benefit of the 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:

Act 90. The Pennsylvania Waste Transportation Safety Act (Act 202 of 1990, P.L. 596, codified at 27 Pa. C.S. § 6201 – 6209).

Act 97. The Solid Waste Management Act (Act 97 of 1980, P.L. 380, codified at 35 P.S. § 6018.101 – 6018.1003).

Act 101. The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, Commonwealth Act of July 28, 1988, No. 101, P.L. 556, codified at 53 P.S. § 4000.101 – 4000.1904.

ACOPD. The Adams County Office of Planning and Development, an instrumentality of the County of Adams.

Agreement. The Municipal Solid Waste Disposal and Processing Facility Capacity Agreement between the County and the Operator's Facility allowing for the disposal/processing of Municipal Solid Waste, inclusive of Construction/Demolition (C/D) Waste and Sewage Sludge. .

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

Business Day. Each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday, which is not a legal holiday.

Community Clean-ups. Community beautification projects that foster removal and proper disposal of non-hazardous litter and illegally dumped trash and construction/demolition debris from areas throughout the County by volunteer-based groups.

Construction/Demolition (C/D) 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. Construction/Demolition Waste is managed as Municipal Solid Waste. The term does not include the following if they are separate from other waste and are used as clean fill: (i) uncontaminated soil, rock, stone, gravel, brick and block, concrete and used asphalt; and (ii) waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

Contract Date. The date of execution of this Agreement as set forth in the Preamble.

County. The County of Adams, Commonwealth of Pennsylvania.

County Registered Transporter. Any person, firm, partnership, corporation, public agency, or legally organized entity, that is engaged in the business, whether as a primary undertaking or secondary to some other venture (such as construction or remodeling), of collection and/or Transportation of Municipal Solid Waste, Recyclables and Sewage Sludge and is currently registered with the County pursuant to the County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance.

Declaration of Forfeiture. A written notification by the County to a surety or other entity, noting a situation, occurrence, activity or happening, as provided for in Article 2.5, the occurrence of which gives the County certain options, among which is declaring a bond payable.

Department or DEP. The Pennsylvania Department of Environmental Protection.

Designated Disposal Site. A facility contracted by the County to receive municipal solid waste.

Effective Date. The date established pursuant to Section 10.1 of this Agreement.

Event of Default. A situation, occurrence, activity or happening, as described in Article 9 of this Agreement, which provides for certain options to the non-defaulting party.

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

Littering. The act, whether active or passive, of the spreading or releasing of any portion or amount of Municipal Solid Waste from a vehicle authorized to transport Municipal Solid Waste, such that the spread or released portion of Municipal Solid Waste is placed on the roadbed or real property of another, where the roadbed or real property was not designated to receive such Municipal Solid Waste, and where the vehicle operator, passenger, or company operating the vehicle did not promptly collect all of the spread or released Municipal Solid Waste. It is understood that this term

refers to the loss of garbage as provided for under the Pennsylvania Vehicle Code at 75 Pa. C.S. § 4903, the depositing of waste as provided for under the Vehicle Code at 75 Pa. C.S. § 3709; and also embraces the concept contained in Scattering Rubbish, as that crime is defined in Title 18 of Pennsylvania Consolidated Statutes at 18 Pa. C.S. § 6501. Such spread or released Municipal Solid Waste may also be referred to as "litter."

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

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

Municipal Solid Waste. Any garbage, refuse, industrial lunchroom or office waste, inclusive of construction/demolition 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 sewage sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility.

Municipal Solid Waste Disposal or Processing Facility. A facility using land for disposing or processing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations: including, but not limited to areas where Disposal or Processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, Transportation and storage facilities, closure, post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility.

Municipal Solid Waste Landfill. A facility using land for disposing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where Disposal or Processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, Transportation and storage facilities, closure and postclosure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a Construction/Demolition Waste landfill or a facility for the land application of Sewage Sludge.

Municipal Solid Waste Management Plan. A comprehensive plan for an adequate Municipal Solid Waste management system, developed in accordance with 25 Pa. Code § 272.201 – 272.261, Subchapter C relating to municipal waste planning.

Operator. The entity identified as Operator on page one of this Agreement, or any permitted successors, assigns, or affiliates.

Operator's Facility. The Operator's permitted facility that is offered to provide disposal services under this Agreement, located in Antrim and Montgomery Townships (Township/Borough/City), Franklin County _____ 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.

Pennsylvania Waste Transportation Authorization. A grant of authority issued to Municipal Solid Waste and residual waste transporters under the waste transportation safety program established by Act 90, and specified at 27 Pa. C.S. § 6204.

Performance Bond. The performance bond or letter of credit or other security acceptable to the County to be submitted by the Operator to the County pursuant to the terms of Section 2.5.

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 solid waste disposal or processing facility.

Person. Any individual, corporation, partnership, 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.

Plan Revision. A change that affects the contents, terms, or conditions of a Department-approved Municipal Solid Waste Management Plan under the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101), and 25 Pa. Code § 272.201, *et seq.*

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

Regulated Waste. Municipal Solid Waste, inclusive of Construction/Demolition (C/D) Waste and Sewage Sludge generated within Adams County and regulated pursuant to The County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance.

Resource Recovery Facility.

- (i) A processing facility that provides for the extraction and utilization of materials or energy from Municipal Solid Waste.
- (ii) The term includes a facility that mechanically extracts materials from Municipal Solid Waste, a combustion facility that converts the organic fraction of Municipal Solid Waste to usable energy, and a chemical and biological process that converts Municipal Solid Waste into a fuel product.
- (iii) The term includes a facility for the combustion of Municipal Solid Waste that is generated offsite, whether or not the facility is operated to recover energy.
- (iv) The term includes land affected during the lifetime of operations; including but not limited to, areas where processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, Transportation and storage facilities, closure and post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility.
- (v) The term does not include:
 - a. A Composting Facility.
 - b. Methane gas extraction from a Municipal Solid Waste Landfill.
 - c. A separation and collection center, drop-off point, or collection center for Recycling, or a source separation or collection center for composting Leaf / Yard Waste.

- d. A facility, including all units in the facility, with a total processing capacity of less than 50 tons per day.

Sewage Sludge. Municipal Solid Waste, inclusive of liquid or solid sludge and other residues (domestic in nature) from sewage collection and treatment systems; and liquid or solid sludge and other residues from septic and holding tanks from commercial, institutional, municipal, residential establishments. The term includes materials derived from Sewage Sludge. The term does not include ash generated during the firing of Sewage Sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of sewage sludge at a municipal sewage collection and treatment system, or grit, screenings, and non-organic objects from septic and holding tanks and food residuals, food coproducts, food processing wastes, food processing sludge, Food Processing Residual Waste and any other incidental material whose characteristics are derived primarily from processing agricultural products.

Source-Separated Recyclable Materials. Materials that are separated from Municipal Solid Waste at the point of origin for the purpose of recycling.

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

Ton. Two thousand (2,000) pounds.

Transfer Facility. A facility which receives and processes or temporarily stores Municipal Solid Waste or residual waste at a location other than the generation site, and which facilitates the Transportation or transfer of Municipal Solid Waste or residual waste to a disposal or processing 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.

Transportation. The off-site removal of any Municipal Solid Waste, Recyclables and Sewage Sludge at any time after generation.

Transporters Ordinance. County of Adams Municipal Solid Waste Recycling, Littering and Sewage Sludge Transportation Ordinance.

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 County

The County represents and warrants that:

- (a) Adams County is a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, and is duly authorized under Act 101 to carry on governmental functions and operations contemplated by this Agreement in accordance with the Plan Revision and implementation thereof.

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

2.2 Representations of Operator

The Operator represents and warrants to the 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) It is a corporation duly organized and existing in good standing under the laws of Pennsylvania, 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 its obligations under 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 obligations under this Agreement.
- (h) Except as disclosed on the Submittal Form for Municipal Solid Waste Disposal and Processing Services contained in the County's Request for Proposal, 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 County a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to the County.

2.4 Designation as a Municipal Solid Waste Disposal/Processing Facility

In consideration of the Operator's Covenants and this Agreement, the County hereby agrees to include the Operator's Facility in its Plan as a designated municipal solid waste disposal/processing facility for Municipal Solid Waste generated within the County. The Operator acknowledges that this Agreement is nonexclusive and the County may enter into agreements with other facilities to perform the same work and services that the 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 municipal solid waste disposal industry) or similarly obligatory relationship between the County and the Operator and at no time during the term of this Agreement shall the County be obligated to deliver and dispose of municipal solid waste at the Operator's Facility.

2.5 Contractor's Performance Security

- (a) On or before the date when the Operator will begin accepting municipal solid waste from the County under the terms of the Agreement, the Operator shall submit to the County a Performance Bond as specified herein. The Performance Bond shall be held by the County as security for the faithful performance of the Operator's duties and obligations as provided by the terms of the Agreement. The Performance Bond shall be made payable to the County. The Performance Bond shall provide for continuous liability throughout the duration of the Agreement. The type and amount of the Performance Bond shall be as specified herein, and shall be subject to acceptance and approval by the County.
- (b) Under the terms and conditions stated herein, the County will accept a surety bond or an irrevocable letter of credit, or restrictive or escrow accounts as a guarantee for the Operator's performance. The County may accept a Performance Bond executed by an operator who is not the permittee in lieu of a bond executed by the permittee provided the bond meets the requirements stated herein.
 - (i) The County will only accept bonds from a surety authorized to do business in the Commonwealth of Pennsylvania when the surety bond is signed by an appropriate official of the surety. If the principal place of business of the surety is outside Pennsylvania, the surety bond must also be signed by an authorized resident agent of the surety. Attorneys-in-fact who sign the bonds must file with each bond an effectively dated copy of the surety company evidencing such agent's authority to execute the bond.
 - (ii) The bond shall be made payable to the County and provide that full payment shall be made under the bond within thirty (30) days of receipt of the County's Declaration of Forfeiture by the surety.
 - (iii) The bond shall provide that the surety and the principal are jointly and severally liable for payment of the bond amount.
 - (iv) The Operator shall provide in the bond that the amount shall be confessed by judgment, with execution occurring upon Declaration of Forfeiture in favor of the County. The confession of judgment clause shall be in accord with all requirements of law.
 - (v) The County will retain, during the term of the bond, and upon forfeiture of the bond, a property interest in the surety's guarantee of payment under the bond which may not be

affected by bankruptcy, insolvency or other financial incapacity of the operator or principal on the bond. The bond shall include provision for survivability of this property interest.

- (vi) This Agreement shall be subject to termination by the County at any time if the required bond is cancelled or the surety thereon is otherwise relieved from liability for any reason.

Determination of Performance Bond Amount

The amount of the Performance Bond that must be posted prior to or as of the Effective Date of the Agreement shall be determined as follows:

Ten percent (10%) of the total first year bid amount (the sum of Municipal Solid Waste plus Construction / Demolition waste plus Municipal Sewage Sludge) calculated as follows:

Operator's price per ton Disposal Fee (as set forth in the Submittal Form – Proposed Fee Schedule for Municipal Solid Waste Disposal and Processing Services); multiplied by 100 tons/day (average estimate); multiplied by 365 days/year; multiplied by Ten percent (10%).

Payment of Performance Bond

Unless the Operator's failure to perform is excused under the provisions of Section 9.4, Force Majeure, the County may declare a bond payable when it determines that one or more of the following has occurred:

- (a) The Operator has violated or continues to violate the terms and conditions of the bond.
- (b) The Operator fails or refuses to comply with the terms or conditions of this Agreement.
- (c) The Operator fails or refuses to furnish an acceptable replacement bond within the specified time period after receipt of a notice of cancellation for any existing bond.
- (d) The permits for the Operator's Disposal/Processing Facility(ies) under bond has/have been suspended or revoked by PADEP or other applicable permit agencies.
- (e) The Operator has become insolvent, failed in business, entered into bankruptcy or liquidation, had a receiver appointed by the Court or cannot adequately demonstrate or prove the ability to continue to comply with the duties and responsibilities required under the terms of this Agreement.

Article 3. Delivery and Disposal of Municipal Solid Waste

3.1 Delivery and Disposal of Municipal Solid Waste

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in the Submittal Form for Municipal Solid Waste Disposal and Processing Services:

- (a) The County may, at its option, cause to be delivered to the Operator's Facility during the receiving times all, part or none of the Municipal Solid Waste generated within the County.
- (b) The County, or any registered transporter, shall notify the Operator that it intends to exercise its right to deliver Municipal Solid Waste to the Operator's Facility prior to commencing the delivery of such wastes.

- (c) The Operator shall provide disposal/processing capacity as may be needed by the County for all Municipal Solid Waste generated within the geographic boundaries of the County and that the County or any registered transporter may cause to be delivered to the Operator's Facility. This may include delivery of Municipal Solid Waste on an occasional basis by individual County residents in small vehicles. The Operator and the County shall from time to time agree upon reasonable regulations. For any Municipal Solid Waste accepted, the Operator may charge a Tipping Fee which is equal to or less than the Maximum Tipping Fee.

3.2 County Registered Transporters

The County will regulate and register transporters responsible for delivering Municipal Solid Waste to the Operator's Facility, and will provide the Operator with a current list of registered transporters for the purposes of this Agreement. Except as provided in Article 3.1 (c), the Operator shall not accept Municipal Solid Waste generated within the County unless delivered by a registered transporter from the County. The Operator:

- (a) can expect registered waste transporters to comply with the notice requirement in Article 3.1.
- (b) agrees that it is reasonable to expect that, on average, registered waste transporters will not be required to wait more than thirty (30) minutes at the Operator's Facility before being able to unload.
- (c) 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/Processing of Municipal Solid 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. The Scale House operator shall be a licensed Public Weigh Master or equivalent under applicable law of all jurisdictions in which the Facility is located. If the Operator's Facility is located in-County, vehicles of all registered transporters delivering Municipal Solid Waste to the Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal/processing at the Operator's Facility. If the Operator's Facility is located out-of-County, vehicles of registered Adams County transporters and occasional Adams County individual residents delivering Municipal Solid Waste from Adams 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, origin, and weight of all waste prior to disposal at the Operator's Facility. The scale house operator shall provide such information to the County on a quarterly basis in an electronic data format. The County and its authorized agents or employees shall have the right, at its discretion, to audit the Operator's records with respect to the disposal of Municipal Solid Waste, including, but not limited to, access and the right to copy all logs, records, papers, reports and other documents pertaining to the quantities and sources of municipal solid waste accepted at the Operator's Facility for the purpose of verifying compliance with this Agreement. The Operator shall provide copies of all weight records with respect to municipal solid waste accepted which are customarily maintained by the Operator to the County. Copies of all daily weight records shall be maintained by the Operator for a period of at least five (5) years.

- (b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. The County or registered transporters may at all times have access to the scale accuracy records of the Operator. If the scale is inoperable for any reason, the registered transporters may use another certified scale of their choice, or the Operator may direct vehicles to another certified scale closest to the Operator's Facility. The Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the registered transporters, and the Operator shall use this information to invoice the registered transporters for disposal at the Operator's Facility.
- (c) The Operator, upon two (2) days notice shall permit the County and/or its employees or agents to conduct inspections of the disposal/processing facility transporters and monitor waste deliveries from the County during reasonable hours.

4.2 Receiving Time/Hours of Operation

- (a) The Operator's Facility shall be available to receive municipal solid waste during the receiving times specified in the Submittal Form for Municipal Solid Waste Disposal/Processing Services.
- (b) If the County or a registered transporter requests and the Operator agrees, a registered transporter may deliver municipal solid 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 registered transporter and the Operator.
- (c) Upon request by the County, the Operator shall use reasonable efforts to accept deliveries of Municipal Solid 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 Municipal Solid 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) Municipal Solid 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 County 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 registered transporters prior to initial waste delivery of the Operator's waste monitoring program and expected procedures and responsibilities under such program. At no time will title for said hazardous waste or unacceptable waste transfer to the County, nor will the County accept any responsibility for payment for disposal/processing of such wastes.
- (c) The Operator's Facility may not reject a load of Municipal Solid Waste from the 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 County-generated loads of Municipal Solid Waste.

4.4 Complaints

The Operator shall receive and respond to all complaints from registered transporters regarding the acceptance of Municipal Solid Waste materials at the Operator's Facility. Any complaints received by the 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, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

4.5 Title to Municipal Solid Waste

Except in the case where hazardous or unacceptable wastes are delivered to the Operator's Facility, title to the Municipal Solid 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 County with quarterly reports of all Municipal Solid Waste generated within the County and delivered to the Operator's Facility by registered transporters and occasional individual County residents. These reports shall include the totals by quarter for municipal solid waste, inclusive of C/D waste and sewage sludge. To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the County, copies of said reports may be submitted to the County to comply with the Operator's reporting requirements.
- (b) Along with quarterly reports, the Operator shall provide: (i) names of registered transporters delivering loads of County-generated municipal solid 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 county regulations, and the terms of this Agreement.

5.2 Special Reporting Requirements

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

5.3 Administrative Inspections

Upon reasonable notice and during regular business hours, the County and its authorized representatives shall have access to the Operator's records pertaining to the quantities and sources of County-generated municipal solid 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 registered Adams County transporter or occasional individual County resident that exceeds the maximum rates for a given calendar year established by this Agreement for municipal solid waste. Nothing in this Agreement shall prevent or preclude the Operator from negotiating alternate tipping fees with any transporter 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; and (iii) any other applicable fees.
- (b) The 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 transporters 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 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.

Article 7. Insurance

- (a) The Operator shall maintain, in full force and effect throughout the term of the Agreement insurance coverages consistent with all current DEP regulations. The 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. (See attached Schedule 1)
- (b) The County shall be designated as an additional insured under all required insurance policies under this Agreement 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 8. Indemnification

8.1 The Operator or its successors and assigns shall protect, indemnify and hold harmless the County, its officers, members, employees, agents, contractors and subcontractors (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 the County indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property arising out of:

- (a) the negligence or willful misconduct, tortious activity, error or omission of 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 including any and all liabilities, claims, penalties, suits or remedial actions under the Comprehensive Environmental Resource Compensation and Liability Act of 1980 or comparable state law and the cost and expenses incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which the County may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of, or adverse effects on the environment, or any violations of governmental laws or regulations caused by the Contractor's disposal of Municipal Solid Waste pursuant to the terms of this Agreement.

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

8.2 Cooperation Regarding Claims

If either the County 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 County against the Operator pursuant to Article 8.1, that party shall immediately 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 County 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 County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County and to propose, accept or reject offers of settlement.

Article 9. Disputes, Defaults and Remedies

9.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between the County and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the County shall undertake in good faith to resolve the dispute. If the County and the Operator cannot resolve the dispute, jurisdiction for any actions under the Agreement is limited to the Court of Common Pleas of Adams County, Pennsylvania.

9.2 Events of Default by County

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

9.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for any of the following reasons:

- (a) Failure to accept Municipal Solid Waste from the County or its registered transporters or occasional individual 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.
- (b) (i) The Operator's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Operator under the laws of any jurisdiction, which proceeding has not dismissed within thirty (30) days, or (iii) any action or answer by the Operator approving of, consenting to or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of the Operator which shall substantially interfere with the Operator's performance under this Agreement; and
- (c) The failure of the Operator to pay amounts owed to the County under this Agreement, within thirty (30) days following the date such amounts become due, or to make such other arrangements with the County as may be mutually agreed in writing.
- (d) An Event of Default under Article 9.3 shall entitle the County to institute a legal proceeding seeking specific performance of this Agreement and/or seek liquidated damages under Sub-

section (9.3.1.a.) below, and the Operator agrees that with respect to such action brought against the Operator by the County, that the award of damages at law is not an adequate remedy for an Event of Default under Article 9.3, nor the equivalent of the performance of the Operator's obligations under this Agreement.

9.3.1 Procedures Under Event of Default by Operator

- (a) If, within a period of thirty (30) days after the Operator shall have received notice from the County that an Event of Default has occurred under Section 9.3, and the Operator has neither remedied, nor has commenced and continued to pursue with due diligence, a remedy for any such Event of Default, the County may terminate this Agreement upon ten (10) days prior written notice to the Operator unless such Event of Default is cured within such ten (10) day period.
- (b) An Event of Default of the character described in Section 9.3 (b) of this Agreement shall not require notice by the County as provided above, but shall terminate this Agreement forthwith.
- (c) If the County terminates this Agreement by reason of an Event of Default which has not been timely cured by the Operator, the County shall be entitled to recover liquidated damages as compensation for a loss which is impossible or difficult to measure, and not as a penalty, as follows:
 - (i) The average number of Tons of Available Tonnage disposed by the Designated Disposal/Processing Facility from the Effective Date to the date the County first gave written notice of default shall be calculated.
 - (ii) The average tons so calculated shall be multiplied by the number of months remaining from the County's written notice of termination of this Agreement to the tenth anniversary of the Effective Date, and
 - (iii) To determine the amount of the liquidated damages payment owed by the Operator, the total tons so calculated shall be multiplied by the difference between (A) the Operator's average per Ton Not-to-Exceed Disposal Fee under this Agreement for the years remaining from the County's written notice of termination of this Agreement to the tenth anniversary of the Effective Date, less (B) the average per ton "spot market" fee charge for disposal of municipal solid waste of the Disposal/Processing Facilities under contract within a 100 mile radius of Adams County on the date of the County's written notice of termination of this Agreement.
- (iv) This Section 9.3 shall survive the termination of this Agreement.

9.4 Force Majeure

Neither the Operator nor the County shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the Operator or the County and which the Operator or 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 the County within ten (10) working days after the occurrence of the event.

9.5 Waivers

A waiver by either the 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 10. Term and Termination

10.1 Effective Date

This Agreement shall become effective on January 1, 2019. The Operator shall begin to accept waste deliveries from County 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 shall end on the tenth anniversary of that date.

10.3 Effect of Termination

Upon the termination of this Agreement, the obligations of the County and the Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the 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 11. Miscellaneous

11.1 Assignment

- (a) This Agreement may not be assigned by either the County or the Operator or its rights sold by Operator except with the written consent of the County or Operator or as further provided in this Article. The County may, however, contract with a third party or parties for the collection, transportation, disposal and processing of waste, and such contracting will not be interpreted as an assignment of this Agreement. Further, any municipality within the political boundaries of the County and/or any registered transporter may avail themselves of the rights of the County under this Agreement without violating the assignment provision, provided, however, that such municipalities and registered transporters will be bound by the covenants of the 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 the County and the written consent of the County.
- (b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of 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:

County: Attn: Adams County Solicitor
 Adams County Board of Commissioners
 117 Baltimore Street
 Gettysburg, Pennsylvania 17325

Operator:

Either the County 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 Solid Waste Disposal and Processing Capacity Agreement between the County and the Operator, superseding all prior disposal/processing capacity Agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written agreement duly executed by both parties to this Agreement. The County and Operator agree that any existing municipal solid waste disposal/processing 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 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 the 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.

11.5 Change of Ownership

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

11.6 Governing Law

This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the County and 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 County and the Operator, or as constituting the Operator the general representative or general agent of the County 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, 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.

11.13 Right to Know Law

This Agreement is subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101, *et seq.* The County is a government agency falling under the Pennsylvania Right to Know Law. All documents will be considered public documents subject to release, unless identified as a trade secret, confidential proprietary information, or falling under one of the exceptions in the Law.

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

ATTEST:

COUNTY OF ADAMS
ADAMS COUNTY COMMISSIONERS

Paula V. Neiman
Paula V. Neiman, Chief Clerk

By: Randy L. Phiel
Randy L. Phiel, Chairman

(SEAL)

By: James E. Martin
James E. Martin, Vice-Chairman

By: Marty Karsteter Qually
Marty Karsteter Qually, Commissioner

OPERATOR

Witness: [Signature]

By: [Signature]

Title: Vice President & Assistant Secretary

PERFORMANCE BOND
BOND NO 30062610

KNOW ALL MEN BY THESE PRESENTS, that we, WASTE MANAGEMENT DISPOSAL SERVICES OF PENNSYLVANIA, INC. (hereinafter called the "Principal"), as Principal, and the WESTERN SURETY COMPANY, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto ADAMS COUNTY (hereinafter called the "Obligee"), in the full and just sum of One Hundred One Thousand One Hundred Eighty One and 55/100 (\$ 101,181.55), for the payment of which sum well and truly to be made, we the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a (written) agreement (hereinafter called the "Agreement") with the Obligee for Municipal Solid Waste Disposal / Processing Capacity which Agreement is hereby referred to and made a part hereof as if fully set forth herein;

NOW THEREFORE, the condition of this obligation is such that if the Principal shall well and truly keep all the terms and conditions as outlined in said Agreement then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety and accepted by the Obligee subject to the following conditions:

1. No assignment of this bond shall be effective without the written consent of the Surety.
2. This obligation may be terminated by the Surety by thirty (30) days advance written notice to the Obligee, such notice to be sent by registered mail. Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination.
3. PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in the event of any breach of the Agreement on the part of the Principal, a written statement of the particular facts stating the nature of such breach shall be given as soon as reasonably possible by the Obligee to the Surety and the Surety shall not be obligated to perform Principal's obligation until thirty (30) days after Surety's receipt of such statement.
4. No action, suit or proceeding shall be had or maintained against the Surety on this bond unless the same be brought or instituted within sixty (60) days after the termination of release of this bond.
5. Under no circumstances shall the aggregate liability of the Surety exceed the penal sum above stated.
6. This bond shall be effective from January 1, 2019 to January 1, 2029.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be executed and their seals affixed this 5th day of February, 2019.

WASTE MANAGEMENT DISPOSAL SERVICES OF PENNSYLVANIA, INC.

(Principal)

By: Deena Bridges
Deena Bridges, Attorney-in-Fact

WESTERN SURETY COMPANY

(Surety)

By: Misty Wright
Misty Wright, Attorney-in-Fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Deena Bridges, KD Conrad, Vanessa Dominguez, Melissa Fortier, Michael J. Herrod, Jennifer L. Jakaitis, Patricia A. Rambo, Lupe Tyler, Susan A. Welsh, Donna Williams, and Misty Wright of Aon Risk Services, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

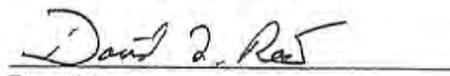
The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of February 5, 2019.

Witness:



On behalf of Waste Management, Inc. and
each of the other WM Entities



David Reed
Vice President and Treasurer

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lupe Tyler, Lisa A Ward, Michael J Herrod, Donna L Williams, Melissa L Fortier, Vanessa Dominguez, Misty Wright, Deena Bridges, Amanda George, Naomi Harris-Thompson, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat

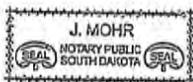
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of October, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of February, 2019.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
 Sioux Falls, South Dakota
 Statement of Net Admitted Assets and Liabilities
 December 31, 2017

ASSETS

Bonds	\$ 1,895,156,151
Stocks	28,408,086
Cash, cash equivalents, and short-term investments	24,679,133
Receivables for securities	7,500,016
Investment income due and accrued	22,426,771
Premiums and considerations	37,932,713
Amounts recoverable from reinsurers	1,562,035
Current federal and foreign income taxes recoverable from CNA Financial Corporation	3,481,084
Net deferred tax asset	10,688,834
Receivable from parent, subsidiaries, and affiliates	11,647,470
Other assets	10,215
Total Assets	\$ 2,043,492,508

LIABILITIES AND SURPLUS

Losses	\$ 201,046,845
Loss adjustment expense	57,918,199
Commissions payable, contingent commissions and other similar charges	10,047,343
Other expenses (excluding taxes, license and fees)	943,877
Taxes, License and fees (excluding federal and foreign income taxes)	3,447,669
Unearned premiums	223,752,269
Advance premiums	5,436,181
Ceded reinsurance premiums payable	1,720,726
Amounts withheld or retained by company for account of others	7,338,456
Provision for reinsurance	239,534
Payable to parent, subsidiaries and affiliates	12,934
Payable on security transactions	4,000,000
Other liabilities	367,837
Total Liabilities	\$ 516,271,870

Surplus Account:	
Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,243,148,801
Surplus as regards policyholders	\$ 1,527,220,637
Total Liabilities and Capital	\$ 2,043,492,508

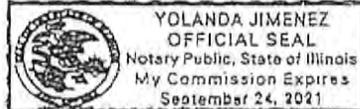
I, Troy Wray, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2017, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

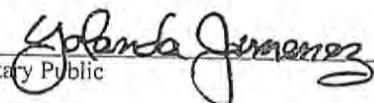
Western Surety Company

By 
 Assistant Vice President

Subscribed and sworn to me this 8th day of March, 2018.

My commission expires:




 Notary Public

AMENDMENT NO. 2 to DISPOSAL AGREEMENT

March 19, GP 7/15/14.

This agreement is entered on February , 2014 between the YORK COUNTY SOLID WASTE and REFUSE AUTHORITY, a public instrumentality and political subdivision of the Commonwealth of Pennsylvania (hereinafter the "Authority"), and ADAMS COUNTY, a county of the Commonwealth of Pennsylvania (hereinafter the "County").

Whereas, on October 3, 2007, the Authority and the County entered an "Amendment to Disposal Agreement" (hereinafter "Amended Disposal Agreement"), which modified in certain respects a "Disposal Agreement" entered between them on January 20, 1993, both of which concern, among other things, access to adequate municipal solid waste ("MSW") processing capacity for Adams County municipalities that enter agreements for use of the Authority's Resource Recovery Center at 2651 Blackbridge Road, York County, Pennsylvania (the "Resource Recovery Center"); and

Whereas, consistent with the Amended Disposal Agreement, on March 19, 2008 the Authority and McSherrystown Borough (hereinafter "McSherrystown"), a municipality of the County, entered an agreement entitled "Extension of Agreement Regarding Waste Management Services (hereinafter "Extension Agreement") concerning processing of MSW from McSherrystown's residents and businesses at the Resource Recovery Center and amending and restating a previous agreement between the Authority and McSherrystown on the same matters; and

Whereas, although the Amended Disposal Agreement and the Extension Agreement each anticipated expansion of the Resource Recovery Center's MSW processing capacity in 2011 (or thereabout), expansion of the Center has been deferred and certain terms of these agreements require modification to reflect the change in circumstances; and

Whereas, in view of these matters and for the purpose of continuing the mutual benefits they each derive, the Authority and Adams County wish to further amend and modify the Disposal Agreement, as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Authority and the County hereby further amend and modify the Disposal Agreement, as it has previously been amended and modified by the Amended Disposal Agreement, as follows:

1. Term of Agreement. Delete Section 4.01(c) in its entirety and replace it with the following:

"Extended Term of Agreement. Notwithstanding anything to the contrary in Sections 4.01(a) and (b) hereof, and subject to Section 4.01(d), this Agreement will terminate on March 31, 2024, provided that this Agreement shall be extended for (i) an additional term of ten (10) years (hereafter the "ten-year extension") unless at least one hundred twenty (120) days prior to March 31, 2024 either the Authority or the County has given written notice to the other of its intention not to extend this Agreement, and (ii) if this Agreement is extended under clause (i) of this Section 4.01(c), it shall be further extended for five additional years following

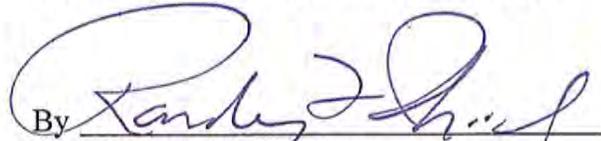
expiration of the extension under clause (i) unless at least 120 days prior to expiration of the ten-year extension either the Authority or the County has given written notice to the other of its intention not to extend this agreement for the five additional years.”

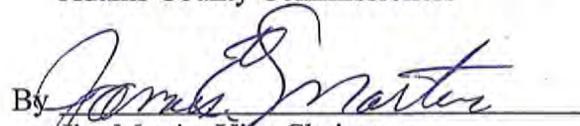
In Section 4.01(d): delete in clause (i) the phrase “fifth anniversary of the date of commercial operation of the Center Expansion” and replace it with “March 31, 2019”; delete in clause (ii) the phrase “a date prior to the earliest date that this Agreement can be terminated under clause (i) of this Section 4.01(d)” and replace it with “prior to March 31, 2019”; and in clause (iii) delete “for” in the phrase “would authorize for such a revision”.

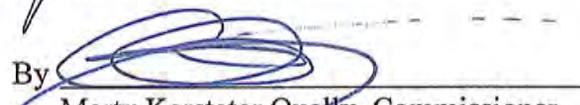
2. Scope of Agreement. The Disposal Agreement continues in effect according to its terms except as modified and amended in the Amended Disposal Agreement and as further modified and amended in this agreement.

The parties are signing this agreement on the date stated in the introductory clause.

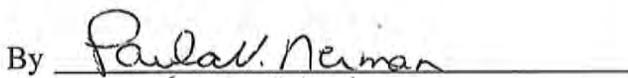
ADAMS COUNTY, PENNSYLVANIA

By 
Randy Phiel, Chairman
Adams County Commissioners

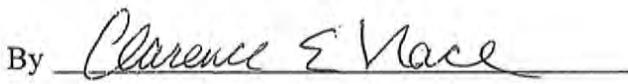
By 
Jim Martin, Vice Chairman

By 
Marty Karsteter Quaffly, Commissioner

WITNESS:

By 
Paula V. Neuman
Chief Clerk

WITNESS:

By 
Clarence E. Vase

**YORK COUNTY SOLID WASTE and
REFUSE AUTHORITY**

By 
Joe Hoheneder, Chairman

ADAMS COUNTY
MUNICIPAL SOLID WASTE DISPOSAL/PROCESSING
TRANSFER STATION AGREEMENT
BETWEEN

Diller Transfer Station, LLC and Adams County, Pennsylvania

In accordance with the Adams County Municipal Solid Waste Management Plan (hereinafter "The Plan") and the County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance, which require all municipal solid waste, inclusive of construction/demolition and sewage sludge waste generated within Adams County to be disposed/processed at designated disposal or processing facilities contracted with Adams County and contained in the Plan.

This Agreement made this 19th day of December, 2018 by and between the County of Adams, a fifth class county and political subdivision organized and existing under the laws of the Commonwealth of Pennsylvania, with place of business at 117 Baltimore Street, Gettysburg PA 17325; and Diller Transfer Station, LLC ("Transfer Station"). By signing this Agreement, Transfer Station acknowledges that all municipal solid waste, inclusive of construction/demolition and sewage sludge waste that it receives at its transfer station facility, that is generated within the boundaries of Adams County, and that is to be disposed or processed, shall be delivered to a designated municipal solid waste disposal or processing facility contracted with Adams County and contained in The Plan.

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

Further, Transfer Station shall accurately track and report to the disposal or processing facility(ies) that the waste is delivered to, on a per-load basis, and to Adams County on a quarterly basis, the types and quantities of municipal solid waste, construction/demolition and sewage sludge waste accepted and transferred by Transfer Station from Adams County to each designated disposal site or processing facility(ies).

This Agreement will take effect on January 1, 2019, and remain in effect for a 10-year period through December 31, 2028. If a designated disposal site or processing facility should decide to no longer accept municipal solid waste from Adams County, or if additional disposal or processing facilities are approved and added to The Plan, Transfer Station must discontinue use of (in the case of a facility that terminates service to Adams County), or may begin utilizing (in the case of newly designated facilities) such services.

IN WITNESS WHEREOF, Adams County has caused this Municipal Solid Waste Disposal/Processing Transfer Station Agreement to be executed as of the date and year first written.

ATTEST:

COUNTY OF ADAMS

ADAMS COUNTY COMMISSIONERS

Paula V. Neiman

Paula V. Neiman, Chief Clerk

(SEAL)

By: Randy L. Phiel

Randy L. Phiel, Chairman

By: James E. Martin

James E. Martin, Vice-Chairman

By: Marty Karsteter

Marty Karsteter Qually, Commissioner

By: John Spegal John Spegal, President
Authorized Signature on behalf of Diller Transfer Station, LLC

ADAMS COUNTY
MUNICIPAL SOLID WASTE DISPOSAL/PROCESSING
TRANSFER STATION AGREEMENT
BETWEEN

HANOVER AREA TRASH Transfer Station and Adams County, Pennsylvania

In accordance with the Adams County Municipal Solid Waste Management Plan (hereinafter "The Plan") and the County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance, which require all municipal solid waste, inclusive of construction/demolition and sewage sludge waste generated within Adams County to be disposed/processed at designated disposal or processing facilities contracted with Adams County and contained in the Plan.

This Agreement made this 1st day of January, 2019 by and between the County of Adams, a fifth class county and political subdivision organized and existing under the laws of the Commonwealth of Pennsylvania, with place of business at 117 Baltimore Street, Gettysburg PA 17325; and HANOVER AREA ("Transfer Station"). By signing this Agreement, Transfer Station acknowledges that all municipal solid waste, inclusive of construction/demolition and sewage sludge waste that it receives at its transfer station facility, that is generated within the boundaries of Adams County, and that is to be disposed or processed, shall be delivered to a designated municipal solid waste disposal or processing facility contracted with Adams County and contained in The Plan.

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

Further, Transfer Station shall accurately track and report to the disposal or processing facility(ies) that the waste is delivered to, on a per-load basis, and to Adams County on a quarterly basis, the types and quantities of municipal solid waste, construction/demolition and sewage sludge waste accepted and transferred by Transfer Station from Adams County to each designated disposal site or processing facility(ies).

This Agreement will take effect on January 1, 2019, and remain in effect for a 10-year period through December 31, 2028. If a designated disposal site or processing facility should decide to no longer accept municipal solid waste from Adams County, or if additional disposal or processing facilities are approved and added to The Plan, Transfer Station must discontinue use of (in the case of a facility that terminates service to Adams County), or may begin utilizing (in the case of newly designated facilities) such services.

IN WITNESS WHEREOF, Adams County has caused this Municipal Solid Waste Disposal/Processing Transfer Station Agreement to be executed as of the date and year first written.

ATTEST:

COUNTY OF ADAMS

ADAMS COUNTY COMMISSIONERS

Paula V. Neiman

Paula V. Neiman, Chief Clerk

(SEAL)

By: Absent

Randy L. Phiel, Chairman

By: James E. Martin

James E. Martin, Vice-Chairman

By: [Signature]

Marty Karsteter Qually, Commissioner

By: [Signature]

Authorized Signature on behalf of

Transport Station

ADAMS COUNTY
MUNICIPAL SOLID WASTE DISPOSAL/PROCESSING
TRANSFER STATION AGREEMENT
BETWEEN

NEIDERER SANITATION Transfer Station and Adams County, Pennsylvania

In accordance with the Adams County Municipal Solid Waste Management Plan (hereinafter "The Plan") and the County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance, which require all municipal solid waste, inclusive of construction/demolition and sewage sludge waste generated within Adams County to be disposed/processed at designated disposal or processing facilities contracted with Adams County and contained in the Plan.

This Agreement made this 7th day of November, 2018 by and between the County of Adams, a fifth class county and political subdivision organized and existing under the laws of the Commonwealth of Pennsylvania, with place of business at 117 Baltimore Street, Gettysburg PA 17325; and Neiderer Sanitation ("Transfer Station"). By signing this Agreement, Transfer Station acknowledges that all municipal solid waste, inclusive of construction/demolition and sewage sludge waste that it receives at its transfer station facility, that is generated within the boundaries of Adams County, and that is to be disposed or processed, shall be delivered to a designated municipal solid waste disposal or processing facility contracted with Adams County and contained in The Plan.

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

Further, Transfer Station shall accurately track and report to the disposal or processing facility(ies) that the waste is delivered to, on a per-load basis, and to Adams County on a quarterly basis, the types and quantities of municipal solid waste, construction/demolition and sewage sludge waste accepted and transferred by Transfer Station from Adams County to each designated disposal site or processing facility(ies).

This Agreement will take effect on January 1, 2019, and remain in effect for a 10-year period through December 31, 2028. If a designated disposal site or processing facility should decide to no longer accept municipal solid waste from Adams County, or if additional disposal or processing facilities are approved and added to The Plan, Transfer Station must discontinue use of (in the case of a facility that terminates service to Adams County), or may begin utilizing (in the case of newly designated facilities) such services.

IN WITNESS WHEREOF, Adams County has caused this Municipal Solid Waste Disposal/Processing Transfer Station Agreement to be executed as of the date and year first written.

ATTEST:

COUNTY OF ADAMS

ADAMS COUNTY COMMISSIONERS

Paula V. Neiman

Paula V. Neiman, Chief Clerk

(SEAL)

By: Randy L. Phiel

Randy L. Phiel, Chairman

By: James E. Martin

James E. Martin, Vice-Chairman

By: Marty Karsteter Qually

Marty Karsteter Qually, Commissioner

By: Shawn Jisko, president

Authorized Signature on behalf of Neiderer Sanitation
Transport Station

ADAMS COUNTY
MUNICIPAL SOLID WASTE DISPOSAL/PROCESSING
TRANSFER STATION AGREEMENT
BETWEEN

Washington Township Transfer Station and Adams County, Pennsylvania

In accordance with the Adams County Municipal Solid Waste Management Plan (hereinafter "The Plan") and the County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters Ordinance, which require all municipal solid waste, inclusive of construction/demolition and sewage sludge waste generated within Adams County to be disposed/processed at designated disposal or processing facilities contracted with Adams County and contained in the Plan.

This Agreement made this 7th day of Jan., 2019 by and between the County of Adams, a fifth class county and political subdivision organized and existing under the laws of the Commonwealth of Pennsylvania, with place of business at 117 Baltimore Street, Gettysburg PA 17325; and Washington Township ("Transfer Station"). By signing this Agreement, Transfer Station acknowledges that all municipal solid waste, inclusive of construction/demolition and sewage sludge waste that it receives at its transfer station facility, that is generated within the boundaries of Adams County, and that is to be disposed or processed, shall be delivered to a designated municipal solid waste disposal or processing facility contracted with Adams County and contained in The Plan.

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

Further, Transfer Station shall accurately track and report to the disposal or processing facility(ies) that the waste is delivered to, on a per-load basis, and to Adams County on a quarterly basis, the types and quantities of municipal solid waste, construction/demolition and sewage sludge waste accepted and transferred by Transfer Station from Adams County to each designated disposal site or processing facility(ies).

This Agreement will take effect on January 1, 2019, and remain in effect for a 10-year period through December 31, 2028. If a designated disposal site or processing facility should decide to no longer accept municipal solid waste from Adams County, or if additional disposal or processing facilities are approved and added to The Plan, Transfer Station must discontinue use of (in the case of a facility that terminates service to Adams County), or may begin utilizing (in the case of newly designated facilities) such services.

IN WITNESS WHEREOF, Adams County has caused this Municipal Solid Waste Disposal/Processing Transfer Station Agreement to be executed as of the date and year first written.

ATTEST:

COUNTY OF ADAMS

ADAMS COUNTY COMMISSIONERS

Paula V. Neiman

Paula V. Neiman, Chief Clerk

(SEAL)

By: Randy L. Phiel

Randy L. Phiel, Chairman

By: James E. Martin

James E. Martin, Vice-Chairman

By: Marty Karsteter

Marty Karsteter Qually, Commissioner

By: Charles R. ...

Authorized Signature on behalf of
Transport Station

APPENDIX H: Ordinance

H-1 County of Adams Municipal Solid Waste, Recycling, Littering and Sewage Sludge Transporters



Office of the Adams County Commissioners

117 Baltimore St., Room 201, Gettysburg, PA 17325-2391

PHONE (717) 337-9820 · FAX (717) 334-2091

Commissioners: Randy L. Phiel, James E. Martin, Marty Karsteter Qually

County Manager: Albert M. Penksa, Jr. CGFM Chief Clerk: Paula V. Neiman

Solicitor: Molly R. Mudd

COUNTY OF ADAMS MUNICIPAL SOLID WASTE, RECYCLING, LITTERING AND SEWAGE SLUDGE TRANSPORTERS ORDINANCE

ORDINANCE NO. 5 of 2018

COUNTY OF ADAMS, PENNSYLVANIA

AN ORDINANCE OF THE COUNTY OF ADAMS, PENNSYLVANIA, ESTABLISHING A SOLID WASTE HAULER REGISTRATION PROGRAM, AND A LITTER CONTROL PROGRAM, WITH BOTH TO BE ADMINISTERED BY THE ADAMS COUNTY OFFICE OF PLANNING AND DEVELOPMENT, TO APPLY TO ALL PERSONS THAT COLLECT AND TRANSPORT MUNICIPAL SOLID WASTE, RECYCLABLES AND SEWAGE SLUDGE GENERATED FROM SOURCES LOCATED WITHIN ADAMS COUNTY; PROVIDING WASTE FLOW CONTROL REQUIREMENTS TO DIRECT WASTE TO DESIGNATED DISPOSAL AND / OR PROCESSING FACILITIES; AND PROVIDING PENALTIES FOR VIOLATION OF THIS ORDINANCE.

WHEREAS, Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act, as amended, codified at 53 P.S. § 4000.101, *et seq.* requires that counties accept responsibilities related to solid waste, including the preparation and implementation of a Municipal Solid Waste Management Plan ("Plan"), that provides for the Disposal and Processing of the Municipal Solid Waste generated within their boundaries for at least a ten-year period, and ensuring maximum feasible waste reduction and recycling of Municipal Solid Waste or Source-Separated Recyclable Material; and

WHEREAS, it is the position of the Pennsylvania Department of Environmental Protection ("DEP") that counties can implement a waste flow control mechanism ensuring that the Municipal Solid Waste generated within the County is disposed at the disposal and processing facilities designated in the County Plan; and

WHEREAS, the County of Adams (“County”) has implemented waste flow control to Designated Municipal Solid Waste Disposal and Processing Facilities in all of its Plan revisions and updates, and intends to do so in this current Plan update; and

WHEREAS, the County has determined that illegal dumping and burning of solid waste in the County is an ongoing problem that has many negative impacts, including causing a threat to surface water and groundwater, creating uncontrolled litter, producing air pollution and noxious odors and diminished scenic views and enjoyment, and establishing habitat for public health vectors, and that such dumping and burning can be lessened through monitoring of waste loads smaller than those regulated by the Waste Transportation Safety Act, Act 90 of 2002, codified at 27 Pa. C.S. § 6201 – 6209; and

WHEREAS, litter is an ongoing problem in the County, with plastics and other non-biodegradable materials as well as paper, cardboard, metals, and other items causing local and downstream environmental problems, necessitating a need for a litter control program; and

WHEREAS, the County has the power and duty to adopt ordinances deemed necessary to implement the Plan and its revisions and updates, such power and authority vested in the County responsibilities contained in Section 303 of the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101 of 1988, codified at 53 P.S. § 4000.101 – 4000.1904, with Section 303 existing at 53 P.S. § 4000.303, and including requirements that all Persons must register to collect and transport Municipal Solid Waste subject to the Plan to a Municipal Solid Waste Disposal and/or Processing Facility designated by the County, per 53 P.S. § 4000.303(a).

NOW THEREFORE, be it **ENACTED AND ORDAINED** by the Commissioners of the County of Adams, Pennsylvania, and it is hereby **ENACTED AND ORDAINED** by the authority of the same, as follows:

SECTION I – SHORT TITLE

This Ordinance shall be known and referred to as the “Adams County Municipal Solid Waste, Recycling, Littering, and Sewage Sludge Transporters Ordinance.”

SECTION II – INCORPORATION

The foregoing recitals are incorporated herein to this Ordinance, and made an essential part hereof.

SECTION III – 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 90 – The Pennsylvania Waste Transportation Safety Act (Act 202 of 1990, P.L. 596, codified at 27 Pa. C.S. § 6201 – 6209).

Act 97 – The Solid Waste Management Act (Act 97 of 1980, P.L. 380, codified at 35 P.S. § 6018.101 – 6018.1003).

Act 101 – The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101 of 1988, P.L. 556, codified at 53 P.S. § 4000.101 – 4000.1904).

Air Pollution Control Act – The Act of January 8, 1960, P.L. 2119, as amended.

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

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

Composting Facility – A facility using land for processing of Municipal Solid Waste by Composting. The term includes land affected during the lifetime of the operations, including, but not limited to: areas where Composting occurs; support facilities; borrow areas; offices; equipment sheds; air and water pollution control and treatment systems; access roads; associated onsite or contiguous collection structures or systems; Transportation and storage facilities; closure and post-closure treatment and maintenance activities; other activities where the natural land surface has been disturbed as a result of, or incidental to, operation of the facility. The term does not include a facility for Composting residential municipal waste that is located at the site where the waste was generated.

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. Construction/Demolition Waste is managed as Municipal Solid Waste. The term does not include the following if they are separate from other waste and are used as clean fill:

- (i) Uncontaminated soil, rock, stone, gravel, brick and block, concrete, and used asphalt.
- (ii) Waste from land clearing, grubbing and excavation, including trees, brush stumps, vegetated material.

County – The County of Adams, or any agency or department designated as the County's representative for the purposes of this Ordinance. The term, in context, can also refer to the geographic limits of the area in south central Pennsylvania, comprising approximately 522 square miles, situated along and to the north of the Mason – Dixon line, to the west of York County, Pennsylvania, to the east of Franklin County, Pennsylvania, south of Cumberland County, Pennsylvania, and north of both Frederick County, Maryland, and Carroll County, Maryland.

County Authorization – A written approval, document, sticker, or other formal acknowledgement, issued by the County of Adams to any transporter of Municipal Solid Waste, Recyclables and Sewage Sludge that is not required by Act 90 to obtain Pennsylvania Waste Transportation Authorization, and which transports Municipal Solid Waste in any part of the County.

County Registered Transporter – Any person, firm, partnership, corporation, public agency, or legally organized entity, that is engaged in the business, whether as a primary undertaking or secondary to some other venture (such as construction or remodeling), of collection and/or Transportation of Municipal Solid Waste, Recyclables and Sewage Sludge and is currently registered with the County pursuant to this Ordinance.

Department, or DEP – The Pennsylvania Department of Environmental Protection.

Designated Disposal Site – A facility contracted by the County to receive municipal solid waste, construction/demolition and sewage sludge waste.

Designated Municipal Solid Waste Disposal or Processing Facility – A Municipal Solid Waste Disposal or Processing Facility or Facilities, which have entered into a Municipal Solid Waste Disposal Capacity Agreement with Adams County and are designated in the Adams County Municipal Solid Waste Management Plan for the receipt and processing or disposal of Adams County Municipal Solid Waste. Transfer Stations shall be separately regulated under the Adams County Municipal Waste Disposal or Processing Transfer Station Agreement.

Disposal – The deposition, injection, dumping, spilling, leaking, or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters into the environment, is emitted into the air, or is discharged to the waters of the Commonwealth of Pennsylvania.

Food Processing Residual Waste – An incidental organic material generated by processing agricultural commodities for human or animal consumption. The term includes food residuals, food coproducts, food processing wastes, food processing sewage sludge, and any other incidental material whose characteristics are derived from processing agricultural products.

Industrial Establishment – Any establishment engaged in manufacturing, production or processing activities; including, but not limited to factories, foundries, mills, processing plants, refineries, mines, and slaughterhouses.

Institutional Establishment – Any establishment or facility engaged in providing services to persons, as contrasted to an Industrial Establishment, including, but not limited to, hospitals, nursing homes, schools and universities.

Leaf/Yard Waste – Leaves, garden residues, shrubbery and tree trimmings, grass clippings, and similar material. Leaf/Yard Waste does not include Food Processing Residual Waste.

Littering – The act, whether active or passive, of the spreading or releasing of any portion or amount of Municipal Solid Waste from a vehicle authorized to transport Municipal Solid Waste, such that the spread or released portion of Municipal Solid Waste is placed on the roadbed or real property of another, where the roadbed or real property was not designated to receive such Municipal Solid Waste, and where the vehicle operator, passenger, or company operating the vehicle did not promptly collect all of the spread or released Municipal Solid

Waste. It is understood that this term refers to the loss of garbage as provided for under the Pennsylvania Vehicle Code at 75 Pa. C.S. § 4903, the depositing of waste as provided for under the Vehicle Code at 75 Pa. C.S. § 3709; and also embraces the concept contained in Scattering Rubbish, as that crime is defined in Title 18 of Pennsylvania Consolidated Statutes at 18 Pa. C.S. § 6501. Such spread or released Municipal Solid Waste may also be referred to as "litter."

Marketed – The transfer of ownership of recyclable materials for the purpose of recycling the materials into a new product or use.

Municipality – Any local municipal government within Adams County. The term includes any city, borough, township, county, or an authority created by any of the foregoing.

Municipal Solid Waste – Any garbage, refuse, industrial lunchroom or office waste; and other material including solid, liquid, semisolid, or contained liquid or 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 The Solid Waste Management Act (Act 97) from any municipal, commercial or institutional water supply treatment plant, wastewater treatment plant, or air pollution control facility. Food Processing Residual Waste which can be beneficially used in normal farming operations meets the definition of residual waste and is not a Municipal Solid Waste. The term does not include any source-separated recyclable materials. For the purposes of this Ordinance, the term "Municipal Solid Waste" shall include all types of Municipal Solid Waste, except infectious and chemotherapeutic waste, since all haulers of infectious and chemotherapeutic waste are licensed and / or regulated by the DEP under special regulations.

Municipal Solid Waste Disposal Capacity Agreement – an agreement or contract by and between Adams County and a Designated Municipal Solid Waste Disposal or Processing Facility (herein defined) for the final disposal of Municipal Solid Waste in accordance with Act 101.

Municipal Solid Waste Disposal or Processing Facility – A facility using land for disposing or processing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations; including, but not limited to areas where Disposal or Processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, Transportation and storage facilities, closure, post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility.

Municipal Solid Waste Disposal or Processing Transfer Station Agreement – an agreement or contract by and between Adams County and a Transfer Station requiring all municipal solid waste, inclusive of construction/demolition and sewage sludge waste generated within Adams County to be disposed of or processed at Designated Municipal Solid Waste Disposal or Processing Facilities.

Municipal Solid Waste Landfill - A facility using land for disposing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations; including but not limited to,

areas where Disposal or Processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, Transportation and storage facilities, closure and post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility. The term does not include a Construction/Demolition Waste landfill or a facility for the land application of Sewage Sludge.

Municipal Solid Waste Management Plan (“Plan”) - A comprehensive plan for an adequate Municipal Solid Waste management system, developed in accordance with 25 Pa. Code § 272.201 – 272.261, Subchapter C (relating to municipal waste planning).

Pennsylvania Waste Transportation Authorization – A grant of authority issued to Municipal Solid Waste and residual waste transporters under the waste transportation safety program established by Act 90, and specified at 27 Pa. C.S. § 6204.

Person – 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.

Plan Revision – A change that affects the contents, terms, or conditions of a Department-approved Municipal Solid Waste Management Plan under the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101), and 25 Pa. Code § 272.201, et seq.

Recyclables – All metals, glass, paper, leaf waste, plastics, and other materials which would otherwise be disposed or processed as Municipal Solid Waste that are collected, separated, or recovered for sale, reprocessing or reuse.

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 Solid Waste; or the mechanized separation and treatment of Municipal Solid Waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.

Recycling Facility – A facility employing a technology that is a process that separates or classifies Municipal Solid Waste, and creates or recovers reusable materials that can be sold to, or reused by, a manufacturer as a substitute for, or a supplement to, virgin raw materials. The term does not include Transfer Facilities, Municipal Solid Waste Disposal or Processing Facilities, Composting Facilities, or Resource Recovery Facilities.

Resource Recovery Facility:

- (i) A processing facility that provides for the extraction and utilization of materials or energy from Municipal Solid Waste.
- (ii) The term includes a facility that mechanically extracts materials from Municipal Solid Waste, a combustion facility that converts the organic fraction of Municipal Solid

- Waste to usable energy, and a chemical and biological process that converts Municipal Solid Waste into a fuel product.
- (iii) The term includes a facility for the combustion of Municipal Solid Waste that is generated offsite, whether or not the facility is operated to recover energy.
 - (iv) The term includes land affected during the lifetime of operations; including but not limited to, areas where processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, Transportation and storage facilities, closure and post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation of the facility.
 - (v) The term does not include:
 - a. A Composting Facility.
 - b. Methane gas extraction from a Municipal Solid Waste Landfill.
 - c. A separation and collection center, drop-off point, or collection center for Recycling, or a source separation or collection center for composting Leaf / Yard Waste.
 - d. A facility, including all units in the facility, with a total processing capacity of less than 50 tons per day.

Sewage Sludge – Liquid or solid sludge and other residues (domestic in nature) from sewage collection and treatment systems; and liquid or solid sludge and other residues from septic and holding tanks from commercial, institutional, municipal, residential establishments. The term includes materials derived from Sewage Sludge. The term does not include ash generated during the firing of Sewage Sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of sewage sludge at a municipal sewage collection and treatment system, or grit, screenings, and non-organic objects from septic and holding tanks and food residuals, food coproducts, food processing wastes, food processing sludge, Food Processing Residual Waste and any other incidental material whose characteristics are derived primarily from processing agricultural products.

Source-Separated Recyclable Materials – Materials that are separated from Municipal Solid Waste at the point of origin or generation for the purpose of Recycling.

Storage – The containment of any Municipal Solid Waste on a temporary basis in such a manner as not to constitute Disposal of such waste. It shall be presumed that the containment of any Municipal Solid Waste in excess of one year constitutes Disposal. This presumption can be overcome by clear and convincing evidence to the contrary.

Street – A strip of land, including the roadbed and entire right-of-way, intended for use as a means of vehicular and pedestrian movement or circulation; including any street, avenue, boulevard, road, highway, freeway, parkway, lane, alley, viaduct, or any and all other surfaces and ways used, or intended to be used, by automotive and other vehicular traffic or pedestrians, whether public or private.

Transfer Station Facility – A facility which receives and processes, or temporarily stores, Municipal Solid Waste or residual waste at a location other than the generation site, and which facilitates the Transportation or transfer of Municipal Solid Waste or residual waste to a Disposal or Processing 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, such as: clear glass, colored glass, aluminum, steel and bimetallic cans, high-grade office paper, newsprint, corrugated paper, and plastics.

Transportation – The off-site removal of any Municipal Solid Waste, Recyclables and Sewage Sludge at any time after generation.

Transporter – Any person, firm, partnership, corporation, business or public agency who is engaged in the business of collection and/or Transportation of Municipal Solid Waste, Recyclables and Sewage Sludge.

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

SECTION IV – STANDARDS FOR COLLECTION AND TRANSPORTATION

All Transporters operating within the County must comply with the following minimum standards and regulations:

- A. All trucks or other vehicles used for collection and Transportation of Municipal Solid Waste must comply with the requirements of Act 97, Act 90, and Act 101, the Pennsylvania Vehicle Code, 75 Pa. C.S. § 101, *et seq.*, as currently enacted or hereafter amended, and Department regulations adopted pursuant to Act 97, Act 90, and Act 101, including those contained in the Pennsylvania Code at 25 Pa. Code. § 285.101 – 285.225, entitled Subchapter B, Regulations for the Collection and Transportation of Municipal Solid Waste, as those regulations currently exist or may hereafter be amended, and any successor laws or regulations amending any of the foregoing authorities.
- B. All collection and transportation vehicles conveying Municipal Solid Waste, Recyclables and Sewage Sludge shall be operated and maintained in a manner that will prevent creation of a nuisance or a hazard to public health, safety, and welfare.
- C. All collection and transportation vehicles conveying putrescible Municipal Solid Waste, Recyclables and Sewage Sludge shall be watertight and suitably enclosed to prevent leakage, roadside littering, attraction of vectors and the creation of odors and other nuisances, or a hazard to public health, safety, and welfare.
- D. All collection and transportation vehicles conveying non-putrescible Municipal Solid Waste, Recyclables and Sewage Sludge shall be suitably enclosed or covered to prevent roadside litter, and other nuisances, or a hazard to public health, safety, and welfare.

- E. All collection and/or transportation vehicles conveying Municipal Solid Waste, Recyclables and Sewage Sludge shall bear signs identifying the name and business address of the Person or Municipality which utilize said vehicle in the collection and/or Transportation of Municipal Solid Waste, Recyclables and Sewage Sludge and display the specific type of Municipal Solid Waste, Recyclables and Sewage Sludge transported by the vehicle. All such signs shall have lettering, which is at least six (6) inches in height as required by Act 101, and the regulations adopted pursuant thereto.
- F. All collection and transportation vehicles and equipment used by Transporters shall be subject to inspection by the County or its authorized agents to determine compliance with the requirements of this section at any reasonable hour without prior notification.
- G. All Transporters must transport municipal solid waste to designated disposal site or processing facilities.
- H. Any Transfer Station Facility receiving Municipal Solid Waste generated from within Adams County shall enter into a Municipal Solid Waste Disposal or Processing Transfer Station Agreement with Adams County.

SECTION V – REGISTRATION REQUIREMENTS (EXEMPTING INDIVIDUALS HAULING ONLY THEIR OWN SOLID WASTE, RECYCLABLE, AND SEWAGE SLUDGE)

1. No person shall collect, remove, haul, or transport any Municipal Solid Waste, Recyclables and Sewage Sludge originating in Adams County through, or upon, public or private streets, alleys, highways, by-ways, avenues, and any public or private easement through any of the various municipalities within Adams County without first registering with the County of Adams in accordance with the provisions of this Ordinance. Any person transporting or hauling only their own Municipal Solid Waste, Recyclables and Sewage Sludge shall be exempt from this registration requirement but shall dispose of Municipal Solid Waste at a Designated Municipal Solid Waste Disposal or Processing Facility.
2. Any person who desires to collect, haul, or transport Municipal Solid Waste, Recyclables and Sewage Sludge within Adams County shall register for the first time at least thirty (30) days before beginning collection and/or transporting of Municipal Solid Waste, Recyclables and Sewage Sludge in the County.
3. Any person who desires to collect, haul, or transport Municipal Solid Waste, Recyclables and Sewage Sludge within Adams County shall submit a copy of its Pennsylvania Waste Transportation Authorization application and a copy of the Authorization to the County at the time of registration.
4. Any person who desires to collect, haul, or transport Municipal Solid Waste, Recyclables and Sewage Sludge within Adams County that is not required by Act 90 to obtain Pennsylvania Waste Transportation Authorization, must complete the full registration form. At the time of registration, all information required by the registration form must be provided to obtain County approval. The County shall have a minimum period of thirty

(30) calendars days to review any authorization application and take approval or denial action.

5. The County shall designate specific Disposal or Processing Facilities where Transporters may transport and dispose of any Municipal Solid Waste collected from sources within Adams County. No person shall dispose of Municipal Solid Waste collected within Adams County, except at an approved Municipal Solid Waste Disposal or Processing Facility. The County shall not designate specific facilities for the Processing and/or marketing of Recyclables or Disposal/Processing of Sewage Sludge.
6. Registration and authorization fees may be assessed and charged to a Transporter by the County from time to time as permitted by law.
7. The registration form, which will be supplied by the County, shall state the Disposal or Processing Facilities that the applicant intends to use for the purpose of Disposal or Processing of Adams County Municipal Solid Waste and Sewage Sludge, as well as the recycling facilities or end-use facilities where Adams County Recyclables are marketed. The registration form shall set forth the minimum information required to establish the applicant's qualifications to collect and transport Municipal Solid Waste, Recyclables and Sewage Sludge; including but not limited to:
 - a. Names, together with actual mailing address of business location of the applicant.
 - b. Name and telephone number of a contact person.
 - c. List of all collection vehicles to be used for the collection and transport of Municipal Solid Waste, Recyclables and Sewage Sludge and the Pennsylvania Waste Transportation Authorization identification number for each, if any. This list shall include the vehicle identification information and the vehicle license number for each vehicle.
 - d. List of all collection vehicles to be used for the collection and transport of Municipal Solid Waste, Recyclables and Sewage Sludge to be covered under the County authorization rather than Pennsylvania Waste Transportation Authorization. This list shall include the vehicle identification information and the vehicle license number for each vehicle.
 - e. The company tax identification number and the certificate(s) of insurance to present evidence that the applicant has valid liability, automobile, and workmen's compensation insurance as required by state law.
 - f. List of the types of Municipal Solid Waste, Recyclables and Sewage Sludge collected and transported.
8. Any person who desires to collect, haul, or transport Municipal Solid Waste, Recyclables and Sewage Sludge within Adams County, and who is currently registered, shall submit a registration renewal application and, if applicable, an authorization

renewal to the County at least sixty (60) days prior to the expiration date of their existing registration if renewal of the registration and authorization is desired.

9. No new registration or authorization renewal shall be approved and issued by the County to any person who fails to satisfy the standards and requirements of this Ordinance.
10. Written complaints filed by residents or County-designated facilities may result in the delay or denial of authorization renewal.

SECTION VI – LITTER CONTROL PROGRAM

There is established in the County a litter control program, relying on authority contained in Act 101, at 53 P.S. § 4000.303, and the implied grant of authority contained at 75 Pa. C.S. § 4903 (g). The litter control program consists of the following:

1. The County shall use information concerning illegal dumping and burning, citations for littering, and other information, in support of Municipality recycling efforts, such municipal recycling programs provided for at 53 P.S. § 4000.1501.
2. With regard to local dumping and the unregulated burning of solid waste, the County will assist municipalities in investigations related to illegal dumps and open burning.
3. County staff will support municipalities in making application for grants for recycling, waste reduction, litter control, and similar efforts.
4. A vehicle registration measure for vehicles not included within the ambit of Act 90 will be used for ensuring all waste generated in the County is disposed of in a proper, appropriate and legal manner.
5. The Solid Waste Advisory Committee existing under Act 101 will be used as a community-based resources to evaluate, review, and consider different efforts toward lessening litter. Other coordinated community efforts through regional organizations, such as township and borough associations, as well as the Adams County Council of Governments, will be evaluated for potential planning, awareness, and related litter control measures.
6. The plan will be reviewed annually for possible modification and updating. Publications and media efforts in support of the litter control plan, will also be considered.

SECTION VII – PROHIBITED ACTIVITIES

1. It shall be unlawful for any person to collect and/or transport Municipal Solid Waste, Recyclables and Sewage Sludge from any sources within Adams County in a manner that is not in accordance with the provisions of this Ordinance, and the standards and requirements established in Chapter 285 of the DEP's Municipal Waste Management Regulations (as amended), or any other applicable state law.

2. It shall be unlawful for any person to transport any Municipal Solid Waste, Recyclables and Sewage Sludge collected from sources located within Adams County to any disposal or processing facility, other than the facilities that are designated disposal facilities under the approved Adams County Act 101 Municipal Solid Waste Management Plan. The following types of Municipal Solid Waste and materials are exempt from this sub-section:
 - a. Transporters of regulated medical waste shall be exempted from use of the designated disposal or processing facilities.
 - b. Transporters of Sewage Sludge and/or septage shall be exempted from use of the designated disposal or processing facilities if proof of a DEP approved land application site, permitted wastewater treatment facility, or approved Composting/Processing Facility is provided.
 - c. Transporters of Recyclables shall be exempted from use of the designated disposal or processing facilities, but must provide proof that the Recyclables are transported to a Recycling Facility or marketed for end-use.

SECTION VIII – EXEMPTED ACTIVITIES

1. Municipalities and municipally-owned vehicles participating in municipally sponsored clean-up days shall not be subject to the provisions of this Ordinance with respect to standards for collection and Transportation, registering, prohibited activities, reporting requirements, or penalties during the time that such vehicles or municipalities are engaged in those municipally sponsored clean-up activities, but shall be required to transport the regulated material to designated disposal sites or processing facilities.
2. The Transportation of Municipal Solid Waste, Recyclables and Sewage Sludge collected and/or transported by the individuals generating such waste and materials and not an independent contractor, shall be required to transport the regulated materials to designated disposal sites or processing facilities.

SECTION IX – REPORTING REQUIREMENTS

1. All County Registered Transporters shall promptly report to the County any significant changes in collection vehicles or equipment covered under the authorization, and / or insurance changes.
2. All County Registered Transporters shall maintain current, up-to-date records of the customers serviced within Adams County. Such records and customer lists shall be subject to inspection and must be made available for view to the County or its authorized agents upon request.
3. Each County Registered Transporter shall prepare and submit on forms provided by the County, a typewritten or legibly printed annual report to the Adams County Office of

Planning and Development before the last day of January of the next year. At a minimum, the following information shall be included in each report.

- a. The total weight of each type of Municipal Solid Waste, Recyclable and Sewage Sludge collected from all sources located in Adams County during each month of the reporting period;
- b. The name of each Disposal or Processing Facility and / or material recovery or end-market the hauler used during the reporting period and the total weight of each type of Municipal Solid Waste, Recyclable and Sewage Sludge that was delivered to each site during the reporting period;
- c. The name of each Municipality in Adams County in which the hauler collected Municipal Solid Waste, Recyclables and Sewage Sludge from any source during the reporting period; and
- d. A summary for each Municipality of the total weight of each type of Municipal Solid Waste, Recyclables and Sewage Sludge collected from each Municipality during the reporting period.

SECTION X – PENALTIES

1. Any person who violates any provision of this Ordinance shall, upon conviction, be guilty of a summary offense punishable by a fine of not more than one thousand dollars (\$1,000), or by imprisonment for a period of not more than ten (10) days, or both. 16 P.S. § 509. Each incident shall be considered a separate and distinct offense punishable under the provisions of this Ordinance.
2. The County shall have the right at any time to suspend or revoke the County-issued authorization of any Adams County Registered Transporter for any of the following causes:
 - a. Falsification or misrepresentation of any statements in any authorization application.
 - b. Lapses or cancellation of any required insurance coverages.
 - c. Collection and/or Transportation of any Municipal Solid Waste, Recyclable and Sewage Sludge in a careless or negligent manner or any other manner that does not comply with the requirements of this Ordinance.
 - d. Transportation and Disposal/Processing of any Municipal Solid Waste collected from sources within Adams County at any site other than those Disposal or Processing Facilities designated by the County.
 - e. Failure to meet the specific reporting requirements outlined in this Ordinance.

- f. Violation of any part of this Ordinance, any other applicable County ordinances, or other applicable Pennsylvania laws or regulations.

SECTION XI – INJUNCTIVE POWERS

The County, or its designated agency or representative, may petition the Court of Common Pleas of Adams County for an injunction, either mandatory or prohibitive, or temporary or permanent, in order to enforce any of the provisions of this Ordinance.

SECTION XII – 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 XIII – CONFLICT AND REPEAL

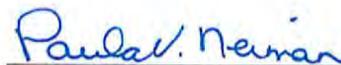
Any ordinances or resolutions, or any part of any ordinances or resolutions, which conflict with this Ordinance, are hereby repealed insofar as the same is specifically inconsistent with this Ordinance. The Waste Management and Recycling Ordinance of Adams County and the Adams County Municipal Waste Management Hauler Regulations are specifically repealed by this Ordinance.

SECTION XIV – EFFECTIVE DATE

This Ordinance shall be effective November 1, 2018, at 12:01 a.m., and shall remain in effect until the expiration of the appropriate enabling legislation, or amendment thereof, or by appropriate action of the Commissioners.

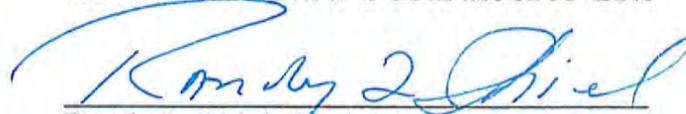
DULY ENACTED AND ORDAINED, in a public meeting duly convened, this 31st day of October 2018.

ATTEST:



Paula V. Neiman, Chief Clerk

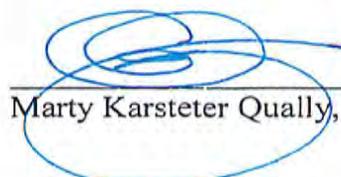
ADAMS COUNTY COMMISSIONERS



Randy L. Phiel, Chairman



James E. Martin, Vice Chairman



Marty Karsteter Qually, Commissioner

APPENDIX I: Plan Correspondence

I-1 County & PADEP Communication



Adams County Environmental Services

670 Old Harrisburg Road, Suite 100

Gettysburg, PA 17325

Tele #: 717-337-9827 Fax #: 717-337-0730

July 28, 2011

Mr. John Lundsted
DEP, Waste Management Program
909 Elmerton Avenue
Harrisburg, PA 17110-8200

Dear Mr. Lundsted:

This letter serves as the required written notification to the Department of Environmental Protection regarding the impending development of a revision to the Adams County Municipal Waste Management Plan, in accordance with the requirements of the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101).

Also in accordance with Act 101, a solid waste advisory committee will be appointed to assist with the revision process and to encourage public participation. All local municipalities will be notified of the plan revision process and invited to appoint borough and township representatives to the advisory committee.

The plan revision will be structured in the same format as the 2005 Plan and all irrelevant and inaccurate information will be updated, inclusive of: population figures and projections; waste generation figures and projections; sewage and septage quantities and projections; recycling program information; data on the recycling of various materials, an open discussion of alternative methods of municipal waste processing and disposal; the benefits of the plan and future goals and objectives. Additional revisions to the plan will include changes to the hauler licensing ordinance and requirements to comply with Act 90 of 2002.

Act 101 also requires counties to ensure adequate disposal capacity for a period of at least 10 years; to achieve this Adams County will issue a request for disposal agreements and execute contracts.

It is my understanding that the Department will inform Adams County as to whether these revisions will be considered a substantial or non-substantial revision and will also detail the specific process required for the county to complete the revision.

I look forward to your response and guidance on this matter.

Respectfully Yours,


Bicky Redman, Director



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTE MANAGEMENT PROGRAM

September 14, 2011

Ms. Bicky Redman, Director
Adams County Environmental Services
670 Old Harrisburg Rd, Suite 100
Gettysburg, PA 17325

Re: Adams County
Municipal Waste Management Plan Revision

Dear Ms. Redman:

The Department of Environmental Protection has received Adams County's written notice dated July 28, 2011 that the County solid waste plan revision development has begun. The plan revision is required by 25 Pa. Code Section 272.251. The changes that Adams County has outlined in their July 28, 2011 letter are consistent with a non-substantial plan revision.

It is requested that the County provide quarterly progress reports and draft copies of chapters of the solid waste plan as they are written to me at: DEP Southcentral Regional Office, 909 Elmerton Avenue, Harrisburg PA 17110, via email at jlundsted@pa.gov or via fax at 717.705.4930. A copy of the Act 101, Section 901 Planning Grant application is enclosed. The grant provides for 80 percent reimbursement to the county by DEP of approved costs associated with the plan revision. A pre-application meeting with me is required prior to the County's submittal of a 901 grant application.

If you have any questions, please call me at 717.705.4927.

Sincerely,

John Lundsted
Regional Recycling and Planning Coordinator
Waste Management Program

Enclosure

cc: Adams County Commissioners



Adams County Environmental Services

670 Old Harrisburg Road, Suite 100

Gettysburg, PA 17325

Tele #: 717-337-9827 Fax #: 717-337-0730

October 14, 2011

To: Municipal Officials
From: Bicky Redman, Recycling Coordinator
RE: Municipal Waste Plan Update

Dear Municipal Official:

This letter serves as written notification regarding the impending development of a revision to the Adams County Municipal Waste Management Plan, in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101). A copy of the current Plan (2005) is posted on Adams County's website, located on the Environmental Services' page.

Also in accordance with Act 101, a Solid Waste Advisory Committee has been appointed by the Adams County Board of Commissioners to assist with the revision process and to encourage public participation. Attached you will find a list of appointees and their affiliations. Act 101 requires certain representations on the advisory committee and those required representations have been met through the appointment process. Please feel free however, to contact me if you would desire to attend committee meetings so we may place you on our contact list.

The plan revision is envisioned at this time to be structured in the same format as the 2005 Plan and all irrelevant and/or inaccurate information will be removed and/or updated, inclusive of: population figures and projections; waste generation figures and projections; sewage and septage quantities and projections; recycling program information; data on the recycling of various materials, an open discussion of alternative methods of municipal waste processing and disposal; the benefits of the plan and future goals and objectives. Additional revisions to the plan will include changes to the hauler licensing ordinance and requirements to comply with Act 90 of 2002.

Act 101 also requires counties to ensure adequate disposal capacity for a period of at least 10 years; to achieve this Adams County will likely issue a new request for disposal capacity agreements and execute contracts for a 10-year period spanning 2016 through 2025 with various disposal facilities.

The Pennsylvania Department of Environmental Protection (PADEP) recently informed Adams County that the proposed revisions as described above will be considered a non-substantial revision of the Waste Management Plan and would therefore not require formal municipal ratification of the Plan but rather a 30-day comment period before submission to PADEP.

I look forward to your input and guidance on this matter.

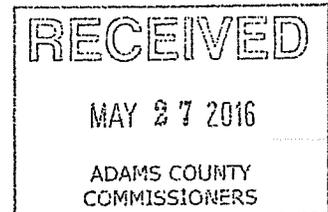
Respectfully Yours,

Bicky Redman, Director

May 25, 2016

CERTIFIED MAIL NO. 9171 9690 0935 0108 1377 28

Adams County Board of Commissioners
Mr. Randy Phiel, Chairman
Mr. Jim Martin, Vice Chairman
Mr. Marty Karsteter Qually, Commissioner
Adams County Courthouse
117 Baltimore Street
Room 201
Gettysburg, PA 17325



Re: Adams County Municipal Waste
Management Plan

Dear Commissioners:

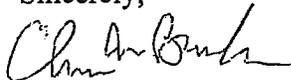
This letter serves as a reminder that 25 Pa. Code Section 272.251 requires counties to revise their Municipal Waste Management Plan at the earliest of the following events:

1. At least three years prior to the expiration of the capacity assurances necessary to dispose or process the municipal waste generated in the county.
2. At least three years prior to the expiration of the term of the county's approved plan.
3. When otherwise required by the Department.

Our records indicate that your County's plan was approved by the Department of Environmental Protection (DEP) on October 26, 2005, and expired on October 26, 2015. Your plan revision is currently seven months overdue.

We are providing you this reminder as a courtesy: You will receive a Notice of Violation if your plan revision is not completed in a timely fashion. I look forward to hearing from you in the very near future. If you have any questions please feel free to call me at 717.705.4927.

Sincerely,



Chris W. Bosnyak
Regional Recycling & Planning Coordinator
Waste Management Program

cc: Bicky Redman, Recycling Coordinator



ADAMS COUNTY OFFICE OF PLANNING AND DEVELOPMENT

670 Old Harrisburg Road, Suite 100 | Gettysburg, PA 17325
Ph: 717-337-9824 | Fx: 717-334-0786

Sherri Clayton-Williams, AICP, Director

June 21, 2016

Mr. Chris W. Bosnyak, Regional Recycling & Planning Coordinator
Waste Management Program
Southcentral Regional Office
909 Elmerton Avenue
Harrisburg, PA 17110-8200

Dear Mr. Bosnyak:

On behalf of the Adams County Commissioners, the Office of Planning and Development is responding to your letter of May 25, 2016 referencing Adams County's Municipal Waste Management Plan. Adams County began the process of updating its 2005 Plan in July of 2011, and the Department concurred with the County that proposed changes are consistent with a non-substantial revision.

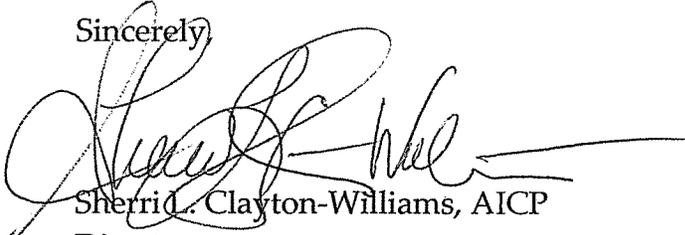
To date, Adams County has appointed a Solid Waste Advisory Committee (SWAC) to assist with the planning process. The SWAC met four separate times over the past few years, most recently in September of 2015. The SWAC members have also toured all of the current designated disposal facilities to become more familiar with disposal methods and the corresponding environmental regulations. Moreover, Adams County has conducted a survey update on biosolids and septage generation and disposal.

In addition, Adams County representatives met with Department officials in September of 2013 to discuss a number of issues relative to the direction of the new plan. Most notably switching from a hauler licensing program implemented in the County's very first plan to a hauler registration program to be implemented in the new plan. It is this issue in particular that has been a struggle during this planning process. Adams County has prepared a draft Request for Proposals (RFP) for disposal capacity and a draft hauler registration ordinance to incorporate into the RFP. These two documents are currently in our solicitor's office for legal review. Once we receive confirmation from our solicitor we will better be able to provide a timeline for completion of this task and the overall plan revision.

It should be noted that Adams County has agreements in place for sufficient disposal capacity through the end of 2017 and will be diligent in completing the plan revision process this year.

Adams County would like to thank the Department for its support in this effort. Should you have any questions or wish to discuss this further, please feel free to contact me. We look forward to the completion of this plan revision to both the Department's satisfaction and ours. Thank you for your guidance throughout this process.

Sincerely,



Sherri L. Clayton-Williams, AICP
Director

C: Adams County Commissioners
Al Penksa, Adams County Manager
John Hartzell, Adams County Solicitor

APPENDIX J: Public Participation

J-1 SWAC Meeting Minutes

Adams County Solid Waste Advisory Committee

October 13, 2011 Meeting Minutes

Attending SWAC Members:

Coleen Reamer, Hamiltonban Township Supervisor
Fred Walter, McSherrystown Borough Councilor
Shannon Jesko, Owner of Neiderer Sanitation
Kenneth Peck, Owner of Peck's Septic Service
Rick Hare, Manager of Consolidated Scrap Resources
Tom Beamer, Manager of New Oxford Municipal Authority
Fred Heerbrandt, Engineer at William Hill & Associates
Elizabeth Hower, Recycling Advocate
James Staub, Industrial Manager of Adams Rescue Mission
Foster Stonesifer, Owner of Stonesifier Sanitation
Rod Sheffer, retired Environmental Consultant for the Federal Government
Vickie Corbett, Vice-President of United Way and Volunteer Organizer
Florence Ford, Manager of Gettysburg Borough
Charles Bennett, Environmental Manager for Knouse Foods
Bicky Redman, Recycling Coordinator for Adams County

Excused SWAC Member:

R. Donald Lindsey, retired Soil Conservationist with the Federal office of Natural Resource Conservation Service

Others in Attendance:

Cindy Sanderson, Adams County Environmental Services

Bicky Redman, Recycling Coordinator called the meeting to order at 9:00 A.M. The first order of business began with introductions of attendees and their affiliations. Bicky called attention to the diversity of the committee's affiliations, noting regulations require certain representations on the committee, and thanked committee members for their willingness to serve. Bicky informed the committee that Donald Lindsey, an appointee and previous SWAC chairman had called her this morning to inform her of a family medical emergency preventing him from attending.

Next, Bicky Redman provided the historical context for the required planning process – the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, commonly known as Act 101 requires counties to plan for municipal waste management activities for 10-year planning periods. Adams County's original plan was drafted in 1989 by the Adams County Solid Waste Authority – Betsy Hower and Foster Stonesifer were members of the authority at that time – a subsequent board of commissioners inactivated the authority and hired a county recycling coordinator in 1992 (Bicky Redman). The first plan evolved during the time of two active unlined landfills in the county, Keystone near Littlestown and ADSCO near Aspers – Keystone was later declared a Superfund Site.

A new plan was developed in 1993, which evolved into a co-composting study designed to capture sludge, septage and organics from the municipal waste stream in the hopes of limiting long-term liability issues. This project spanned a thirteen year period of time, but failed to obtain the financial support of the board of commissioners and resulted in the need for another update to the plan. Donald Lindsey, Foster Stonesifer, Charles Bennett and Betsy (Willard) Hower assisted in that planning effort. Bicky noted one of the driving concerns for the composting project was the long-term management of sludge disposal – at least half of the

sludge generated in the county is applied to farmland, with the rest being landfilled or transported to larger treatment facilities. Unfortunately, companies such as Synagro are competing for available land application sites and are importing large amounts of sludge into the county.

The current update was completed in 2005 and the Pennsylvania Department of Environmental Protection required removal of the plan for co-composting. It was noted that Fred Heerbrandt assisted the previously named committee members with the 2005 plan update. The basic method for management of the municipal waste stream under the current plan is arranged through disposal capacity agreements at landfills and a waste-to-energy facility - all located outside of the county – these agreements terminate in 2015. The disposal facilities include: Modern Landfill, the York County Waste-to-Energy Facility and the Hanover Transfer Station in York County; MountainView Landfill, Blue Ridge Landfill and the Washington Township Transfer Station in Franklin County; and the Cumberland County Landfill in Cumberland County – all municipal waste to be disposed is directed to these designated facilities. Bicky mentioned that she would like to arrange for the committee to tour all of these facilities and will work on arranging the tour with the help of Tom Leedy, who works with Bicky on enforcement issues.

If the SWAC determines that the current method of disposal is appropriate for the next 10-year planning period then a request for proposals will need to be prepared to enter into new disposal agreements. Unfortunately, there is one impediment to drafting the new agreements and that is related to the hauler licensing system Adams County has had in place since 1993. Because of various court cases and changes in state regulations, the validity of the hauler licensing program has been a concern – Adams County placed the hauler licensing requirements on hold to do a legal review but unfortunately that review has not taken place, although it is continually brought to the attention of the board of commissioners. Bicky will again emphasize the importance of addressing this matter as it relates to the update of the plan. The validity of county licensing programs came into question sometime after the state passed a new law, the Waste Transportation Safety Act (Act 90) in 2002 – requiring licensing of any vehicles weighing 17,000 pounds or greater and transporting municipal waste. Vehicles under this weight limit transporting municipal waste are not subject to the licensing requirements. Additionally, any vehicles transporting materials such as septage, infectious and chemotherapeutic wastes, or recycling are also not subject to the requirements. Adams County's licensing system which included licensing of all types of waste materials, with the exception of residual or hazardous wastes, has provided a means of collecting data as well as providing for enforcement over the years. Illegal dumping of waste materials, although it continues to be a problem, was better controlled through the licensing program. The SWAC should consider the merits of the licensing program to determine if the program should remain or be discontinued.

Data collection is an important part of state requirements, as annually the county must submit a report on recycling activities. Over the years, the tracking and collection of recycling data has improved tremendously as can be seen on the report (recycling data handout) for the period of 2006 through 2010. For 2006 the tonnage was 33,187; for 2007 it was 43,437 - however, beginning in 2008, the totals begin to drop which likely corresponds to the downturn in the economy with the 2008 total at 28,900; 2009 at 24,020 and 2010 at 27,650. This holds true for the waste disposal reports too (waste disposal data handout) – in 2006 there were 64,428 tons of municipal waste disposed; in 2007 it was 65,457; in 2008 it was 58,488; in 2009 it was 54,895 and for 2010 it was 51,882 – she noted that some of the decrease may also be related to an increase in recycling of materials. Betsy Hower inquired about the annual disposal reports and wondered if there are seasonal variations in amounts. Bicky noted that there are variations with regard to the tourist season and Gettysburg College.

Shannon Jesko commented that a decrease in packaging and lighter weight materials (for example the use of less glass bottles and more plastic bottles) has probably made a difference too.

Rick Hare also noted a current decline in the scrap market, although the market is usually cyclical.

The committee discussed the issue of clothing drop-off boxes located throughout the county, and the need to obtain data on the amounts of materials being recycled. The municipalities and the Council of Governments will be made aware of the situation, and the need for contact information for the companies picking up the clothing, so this data can be included in the annual Act 101 recycling report. There was some additional discussion regarding municipal responsibility for reporting recycling data for the Act 101 report.

Charlie Bennett questioned whether the recycling reports he submits to the county should also be sent to the respective municipalities – Bicky encouraged him to do so as a means of getting the municipalities more involved in the reporting process.

Bicky stated that many of the municipalities rely on her assistance in bidding waste collection contracts – currently twenty-one municipalities are involved in a multiple municipal waste collection contract (waste contact services handout). Fred Walter requested a copy of the contract, which Bicky agreed to provide to him. The contract participants have been paired in regions (such as the Southwest Region, the Northwest Region, etc.); somewhat based on their regional planning efforts. Two of the municipalities, Conewago Township and Gettysburg Borough, are mandated by the state to provide curbside recycling services for their residents, and so their contract provisions are different in that they request mandatory recycling and trash services. They must also provide for yard waste pick up – Gettysburg manages their own leaves and brush, while Conewago arranges service through their contract. Bicky also mentioned that since the 2010 census, Oxford Township’s population and density obligate them to implement a mandatory trash and recycling program within the next three years for their residents. She further explained that East Berlin Borough and New Oxford Borough mandate trash services for both their residents and businesses, while McSherrystown Borough has entered into a separate waste disposal contract with the York Waste-to-Energy Facility and mandates trash and recycling services for its residents. In contrast, in all the other municipalities under the Multiple Municipalities contract, the trash and recycling services remain voluntary. However, the contract was bid so collection companies could offer a price on combined services (trash and recycling), along with the standard offering of trash services with an additional cost for curbside recycling. Under the current contract, thirteen of the municipalities selected the combined trash and recycling service; and we have noted that the number of customers participating in recycling has increased tremendously. Bicky also mentioned she is currently working with the Multiple Municipalities on a 1-year extension option for the contract to extend through 2013.

Bicky noted that she had been approached by Mr. Michael Weaver from Lancaster County in regard to a waste thermal technology he would like to introduce to the committee for consideration. The committee agreed to a presentation from Mr. Weaver at the next meeting, but would like some technical information on the process before the meeting.

The next agenda item focused on a review of the current (2005) Waste Management Plan. Bicky noted the Department of Solid Waste and Recycling has ‘morphed’ into the Department of Environmental Services and the duties have expanded into other areas such as land preservation efforts.

Under Chapter 1 – description of waste - Bicky noted that any remaining references to the composting project (anywhere) in the plan will be removed. She also noted there are three categories of waste: municipal waste, residual waste (includes agricultural wastes) and hazardous wastes - this plan will only include municipal waste. She noted the main purpose of the plan is to describe the types and quantities of municipal waste generated within the county that will be managed by the methods described in the plan.

Bicky also noted that there are several sections in the plan that will be updated by the county planning department – these sections deal with new census information regarding population growth projections, as well as expected development activities over the next decade. These projections are critical to determining

waste capacity needs for the future. Betsy Hower asked where future growth is expected to occur – Bicky responded that the eastern half of the county has experienced more intense growth over the years and is expected to continue be an area of future growth. Parts of the western half of the county have been targeted for preservation efforts, especially the Fruit Belt area, but noted that more commercial development is desirable in that location.

Charlie Bennett suggested that the source of such information as growth trends and issues, be cited; whether that is the county planning office, etc. – this comment was duly noted by Bicky.

Bicky mentioned the need to update information on sludge and septage generation in the county and will send out survey forms to municipal treatment plants and septage haulers. At this point Bicky asked Tom Beamer to give the committee an overview of an evolving project at the New Oxford Municipal Authority (NOMA) – NOMA is investigating a centralized sewage facility for Adams County. This project, if successful, will especially benefit facilities that must now transport waste to Harrisburg or York. Tom noted that NOMA is a stand-alone entity, not affiliated with New Oxford Borough, and owns 40 acres near New Oxford. NOMA has recently invested in the purchase of a centrifuge for dewatering and will be able to take liquid waste (most sewage is 2 to 4 percent solids content.) Tom further noted that NOMA has been working on this project for 3 years and expects to have a proposal from EnergyWorks by the end of the year. Some discussion ensued about EnergyWorks and their involvement in a gasification (energy producing) project involving manure at Hillandale, a major egg production facility in the county. It was noted that the NOMA project would likely produce energy too. The unique aspect of the EnergyWorks project would be the end product, which is basically an inert substance that would no longer pose liability for the generators. This technology is able to render pharmaceuticals and other such materials harmless. This process is also likely to generate nutrient management credits, while eliminating concerns for the Chesapeake Bay.

Bicky also mentioned that information will be updated with regard to recycling and waste management at various institutions located in the county (such as the Brethren Home, Gettysburg College, etc.) She noted too that the management of medical waste is a concern and will be looked at.

Bicky stressed to the committee the fiscal limitations facing her department – there is no funding to implement popular programs such as the collection of household hazardous waste (HHW) materials (items such as paints, solvents, etc.) as these type of collection programs are very costly; program costs can exceed \$50,000. The other limitation is having the proper drop-off collection site and insurance for liability issues. However, she did note there are disposal options for these materials, but they may be costly. There are companies such as Safety Kleen near Mechanicsburg that will take these materials for a fee – they have a base price that can be very expensive. She noted that paint is by far the biggest component of household hazardous waste and this is currently handled by directing those with large quantities of this material to the York Waste-to-Energy facility, which can burn paint as a fuel source. Smaller quantities can be handled by solidifying the paint with kitty litter or some such material and then placing it in regular garbage for disposal. If the committee would like to pursue a new program such as an HHW program, then a source of funding would need to be researched and identified.

Shannon Jesko also noted that Neiderer Sanitation will accept paint in liquid form, and they take it directly to the York Waste-to-Energy facility for disposal. This would be an option for residents that do not want to make the trip there.

Bicky informed the committee that many of the programs offered through her department have resulted from community partnerships and support. One example is the popular shred-it event for personal documents – ACNB was approached several years ago about funding this event and they have now taken over the coordination of this annual event, relying on the Environmental Services Department to handle the

registrations. Through experience, we have found that registering participants for drop-off events is one of the easiest ways of managing the event – from a scheduling aspect to controlling costs.

The Environmental Services Department also relies on partnerships to offer the popular tire recycling event. The County Probation Services and the Conservation District support the program providing the necessary volunteers and location for the event. Bicky noted one thing about these programs – people hesitate to pay a fee to dispose of these items.

One of the most recent collection events has resulted from collaboration between the Federal Department of Justice and the local Collaborating for Youth organization to collect pharmaceutical medications. The third annual event is scheduled for October 29th.

Lastly, a new drop-off recycling program is now being offered by the Adams Rescue Mission (ARM) to collect electronic equipment through a partnership with the eLoop organization out of Pittsburgh. eLoop llc is the first certified e-Steward in Pennsylvania for strict management of electronic equipment and does not ship materials out of the United States. Under the new state covered device law (Act 108 of 2010) manufacturers must provide for the recycling of electronic equipment (computers and televisions) and will subsidize eLoop to collect and process equipment. In turn, the Adams Rescue Mission will receive a payment based on the weight of the collected equipment. The new law prohibits homeowners and small businesses from being charged to recycle equipment. Jim Staub informed the committee that basically ARM will be able to take any equipment with a plug, with the exception of equipment containing Freon, gas or oils. Jim noted that since October 1, the Mission has collected 10,000 pounds of equipment – ARM’s goal is to collect 20,000 pounds a month. Jim noted that ARM is now the only permitted facility within the Adams, Franklin and York Counties area. For recycling to be convenient, a facility must be accessible – ARM is open six days a week and has staff to assist with operations. Charlie Bennett challenged Jim that if ARM did not reach its goal, Knouse Foods would be interested in possibly participating in the program. Mr. Bennett inquired about fluorescent lights and batteries; Jim responded that with issues of liability ARM could not take these materials at this time.

Bicky called attention to the electronics/computer section of the Environmental Services Recycling Brochure (handout) and noted that this section will be revised, and in the future will only include certified electronics recyclers – for now, this is just ARM. She also noted that the brochure has received numerous compliments for the comprehensive listing of resource information.

The committee returned to a review of the current plan and Bicky called their attention to Chapter 1.3 Focus of the Plan (Page 1-17) – she pointed out the main emphasis of the plan will be on municipal waste (residential, commercial and institutional), along with sewage sludge and providing adequate disposal capacity for the next 10-year planning period. Generally the disposal capacity is obtained through agreements that contain “not to exceed” pricing per ton.

She also noted that previously the board of commissioners gave consideration to implementing a county-wide recycling ordinance, and that perhaps the committee would like to revisit this matter. She cautioned that such an ordinance may be a sensitive subject with the municipalities in regard to implementation.

Under Special Events (Page 1-18) – Bicky noted that ARM has been assisting with recycling at a number of events for several years, such as the Gettysburg Wine Festival and the Apple Blossom Festival. Gettysburg Borough has also instituted a successful event recycling program. Florence Ford noted that the borough is starting to prepare for the ‘big’ anniversary celebration in 2013.

Bicky noted that the estimating method for waste generation (Page 1-19) would need to be researched and she will review some current information on this issue - EPA has published some recent reports on household

generation figures and the characterization of waste materials. Bicky noted that a waste characterization study had taken place many years ago (2003) and she had participated in the study. She and her peers from across the state worked at disposal facilities, such as MountainView Landfill, where bags of incoming trash were opened and all the materials inside were separated. One notable finding for this area was the amounts of paper products and diapers were noticeably lower; most likely because these materials are disposed in burn barrels. This prompted an additional comment by Bicky stating that the majority of complaints (75%) received by the county involve burning issues, with their accompanying smoke and odors. Although state law allows the burning of household refuse from up to two households at one location, it clearly prohibits any type of commercial burning without a permit. Adams County, through the efforts of Tom Leedy from Protective Inspections, provides limited enforcement of state law in this regard. She noted that some municipalities, such as McSherrystown and Bendersville have prohibited burning through ordinances and although residents initially complained, they have complied.

Charlie Bennett noted that Knouse Foods, as a commercial entity, may obtain an air quality permit to burn their discarded wooden bins and pallets. Under the permit they must not exceed a certain level of smoke (opacity.) He also stated that controlling smoke and odors from burning is not an easy task. Charlie felt bans on burning would be accepted more easily if waste collection and recycling was provided in the municipalities. He also noted that outdoor heating furnaces are causing similar problems and he feels these issues need to be addressed under air quality not waste management.

Bicky responded that waste and recycling services are pretty much available throughout the county and the municipal committee members concurred. She feels there are a couple of issues related to burning practices: one is that folks are concerned about identity theft so they burn their personal documents and two is that in general folks do not want to pay for waste and recycling services. She also noted issues with illegal dumping, especially in Michaux State Forest.

Next Bicky called attention to Page 1-19, under the section titled Tons of Waste Generated and Shannon Jesko commented that according to the waste generation reports the county has not met its projections for waste and recycling. It was noted that the economic downturn has probably had a bearing on this and that population projections are also lower than expected.

In the interest of time for the committee, Bicky quickly noted further sections of the plan that would need to be revised.

She also pointed out the important tasks to be addressed: the hauler licensing program must receive legal review in order to draft new disposal capacity agreements. Shannon Jesko stated that York County requires licensing of all vehicles but does not charge a fee for the license. Bicky responded that Adams County has considered a similar program but has not finished its legal review of the matter.

Bicky polled committee members in regard to the next meeting and the consensus was to meet at 7:00 AM at the Ag Center – this will avoid disruption of the work day for most committee members.

Bicky noted she will contact Mr. Weaver to extend an invitation to be placed on the agenda for the next meeting, and she will try to obtain technical information to share with the committee ahead of time.

Bicky asked the committee members to review the plan before the next meeting – the plan provides a ‘snapshot’ of the management of waste in Adams County.

Shannon Jesko suggested we investigate a partnership with York County. Bicky responded that York County’s waste is directed to the Waste-to-Energy facility, and any partnership would involve supporting the

York County facility. She noted that McSherrystown had entered into its own disposal agreement with the York County facility many years ago.

Bicky tabled the selection of a chair for the committee for the next meeting – she asked everyone to consider this position and their willingness to serve. She noted Don Lindsey had served thirteen years as the previous SWAC chair. The chair position will likely require more interaction with Bicky and becomes the “face” of the organization.

Bicky asked Tom Beamer, Fred Heerbrandt and Ken Peck to assist with the preparation of the sludge and septage survey; they agreed.

The next SWAC meeting will be held on December 8 at 7:00 AM at the Ag Center. The meeting will likely last between 1 ½ to 2 hours.

The meeting adjourned at 11:00 AM.

Adams County Solid Waste Advisory Committee (SWAC)

December 8, 2011 Meeting Minutes

Attending SWAC Members:

Coleen Reamer, Hamiltonban Township Supervisor
Fred Walter, McSherrystown Borough Councilor
Shannon Jesko, Owner of Neiderer Sanitation
Rick Hare, Manager of Consolidated Scrap Resources
Tom Beamer, Manager of New Oxford Municipal Authority
James Staub, Industrial Manager of Adams Rescue Mission
Foster Stonesifer, Owner of Stonesifer Sanitation
Rod Sheffer, retired Engineer for the Federal Government
Florence Ford, Manager of Gettysburg Borough
Charles Bennett, Environmental Manager for Knouse Foods
Bicky Redman, Recycling Coordinator for Adams County

Excused SWAC Members:

Vickie Corbett, Vice-President of United Way and Volunteer Organizer
Elizabeth Hower, Recycling Advocate
Fred Heerbrandt, Engineer at William Hill & Associates
Kenneth Peck, Owner of Peck's Septic Service
R. Donald Lindsey, retired Natural Resource Conservation Service

Others in Attendance:

Cindy Sanderson, Adams County Environmental Services
Mike Weaver, Diversified Energy Partners, Inc.

Bicky Redman, Recycling Coordinator called the meeting to order at 7:05 A.M. The first order of business began with introductions of attendees and their affiliations.

Rod Sheffer questioned the waste diversion percentage rate based on the figures provided at the previous meeting, which in 2010 included over 50,000 tons of municipal waste disposed and over 27,000 tons recycled. Bicky Redman responded that the state no longer calculates percentage rates because of the varied methods used by counties to arrive at those rates but instead looks at total tonnages. Rod noted that in his estimation the rate would be approximately 35% which is a good rate. Bicky agreed and noted that rate would meet the state goal for all of Pennsylvania of 35% per Act 101. Rod noted in the past that Adams County's rate was very low. Bicky agreed noting the prior difficulty of obtaining information – with the hauler licensing program, especially the requirement for licensing of haulers of recyclable materials. Adams County has better reporting of information. The municipalities are actually required to submit the recycling information under Act 101; however, Environmental Services does extensive work tracking down the figures.

Next, Charlie Bennett made a motion to accept the October 13, 2011 Minutes; Coleen Reamer provided a second and all committee members approved.

Bicky Redman asked Cindy Sanderson to provide an overview of the upcoming tours of the County's current contracted disposal facilities. Cindy provided an outline (see attached outline) of the December 12 – 13 itinerary and reviewed it with the committee members. She noted that facility representatives will join committee members in the van for on-site tours. Tom Leedy from the County's Protective Inspections

program will be the driver. Charlie Bennett requested pictures of the various facilities be made available to those unable to attend the tours. Cindy agreed to provide pictures.

Bicky Redman noted that the Board of Commissioners met with representatives of those disposal facilities currently paying the administrative fee (\$2.50 per ton of municipal waste) to discuss an end to the requirement of a fee, beginning January 1, 2012. Some counties have assessed fees as high as \$7.50 per ton of waste and placed the fees in their general budgets without supporting environmental programs. There have been a number of court cases relative to the legality of the fee and the Commissioners wanted to resolve the issue in conjunction with the waste plan revision; the fee requirement will be removed from the plan and fee payments will stop at the end of December 2011.

Foster Stonesifer remarked that he had been informed some time ago that the fee requirement was illegal. Bicky noted that the challenge to the fee requirement was based on a County's ordinance requiring the fee; Adams County has both an ordinance and the requirement was placed in the disposal contracts that were signed voluntarily by the facilities. Some facilities stopped paying the fee while others continued to pay it.

Rod Sheffer inquired if the fees were used for environmental programs. Bicky responded that over the years most of the fees have been used to support the budget for Environmental Services; paying for Bicky's and Cindy's salaries and the various activities of the department which have included the tire recycling program, publication of a very comprehensive recycling brochure, etc. The department was self-sufficient for many years and must now rely on funding from the County's general budget. The fees were also used as match for the state grant funding obtained for the co-composting project. Rod asked if the loss of the fees would be a concern – Bicky responded that it is a very big concern, especially this year with the County facing a budget deficit. She further mentioned that there are no other means of generating support – the County does not operate a transfer station or disposal facility as some other counties do like York and Lancaster.

Charlie Bennett asked if the County is required to have an Environmental Services Department – Bicky responded that the department is not a requirement but a waste plan is required. She hoped that the SWAC would agree that the Environmental Services Department has done a good job for the County.

Bicky noted that the Adams County hauler licensing issue still needs to be addressed, in light of the Plan update. The hauler licensing program had been placed on hold following the State's development of a licensing requirement for vehicles 17,000 pounds gross vehicle weight and above. She noted that one-half to two-thirds of haulers in Adams County do not meet the 17,000 pound threshold – they are “mom and pop” businesses, small construction contractors or haul scrap metal and small loads of waste. Bicky also pointed out that as soon as the licensing program was placed on hold, there was a marked increase of complaints about open burning of waste materials (open burning of waste is not allowed under state law), especially by construction contractors. A licensing or registration program for small haulers would help control this problem.

Cindy noted that when haulers are licensed with the County, they can advertise as being licensed which provides a level of trust for the customer versus a non-licensed hauler.

Bicky further informed the committee that a Request for Proposals (RFP) for new disposal capacity agreements needs to be developed – the RFP will be sent to current contracted facilities, and the County may get a response through the process from new facilities as well. Adams County does not guarantee any specified waste amounts to facilities – the facilities must compete for business and we believe this helps to keep disposal costs down. With the downturn in the economy and the reduction in waste generation, facilities have become more competitive.

Charlie Bennett mentioned that the Adams County Water Resources Advisory Committee is working with well drillers to develop voluntary standards for well drilling, while educating the public – perhaps this same approach could be used – businesses would know what they are actually bidding for and homeowners would know what they are receiving with the bid or contract. Perhaps we could meet with the small haulers and have them assist with the process; inform them of the types of problems occurring, and assure them we are trying to help them not control them.

Bicky Redman acknowledged that Charlie's suggestion was a good one and that small haulers have typically worked with the County in the past.

Next, the committee received an update on the Biosolids/Septage Survey from Cindy Sanderson and Bicky Redman – several committee members had volunteered during the previous meeting and subsequently reviewed the survey forms and provided revisions. The forms were mailed to all municipal offices, wastewater treatment plants and septic haulers (who had previously been licensed with the County). Bicky mentioned that we still need to contact many of the Mobile Home Parks (MHP) in the county as they typically operate their own wastewater treatment systems. Cindy has contacted the County Planning Department but their MHP list dates back to 2007 – she was referred to the County Tax Department and is waiting for a response.

Charlie Bennett advised Cindy to contact Joe Roth at the Department of Environmental Protection as he has inspected MHP facilities. Cindy will follow up.

Next, Bicky asked Tom Beamer for an update on the proposed centralized Biosolids processing facility. Tom informed the group that the New Oxford Municipal Authority (NOMA) is looking for a proposal possibly within the next two months from Synagro – NOMA currently engages Synagro for Biosolids land application services and this type of project would require a major investment from them. Bicky acknowledged there is general support for a centralized Biosolids facility and noted that Biosolids management was the driving force for the co-composting project. Rod Sheffer inquired whether NOMA has received any feedback on the project. Tom responded that he hasn't but he is aware that various haulers are looking at it – it is difficult to determine a definitive cost until the quantities are known and the technology is selected. Bicky noted that in previous Biosolids surveys, the wastewater treatment plants always based their commitment to a project on the cost for disposal. Tom noted that the New Oxford site has 40 acres off Tracy Avenue in New Oxford and is adjacent to a railroad line. Bicky also noted that 50% of the biosolids that are land applied in Adams County come from sources outside of Adams County and this is a concern for the future availability of land application sites for biosolids disposal from in-county sources.

The committee members were provided with copies of the previous Disposal/Processing Capacity Application Package to review and provide comments on. Bicky noted to the group that the disposal capacity agreements currently in place were implemented on the Base Proposal for Disposal-Only. Bicky also noted that the committee may decide that the County should explore options other than landfills. Shannon Jesko asked if the committee has decided what we are going to do for the next 10 years – she asked if we should be looking at something different, perhaps building a transfer station, recognizing that the County has considerable land available. Shannon noted disposal facilities are considering shorter rather than longer term contracts. She also mentioned that she would like to share various informational articles with the group.

Bicky Redman responded that the County had considered a transfer station as part of the former co-composting project. She noted that the committee has not yet determined what our future recommendations should be. There are other facilities, such as the Harrisburg Incinerator, which may reach out to the County. Shannon noted that the Lancaster Solid Waste Authority is interested in purchasing the Incinerator and their operation is considered as one of the best in the U.S. – she will provide an article to the group in this regard.

Shannon also noted that her company receives many calls seeking outlets for difficult to dispose of items and encouraged us to look at joining together to provide more options for these items. Bicky concurred and noted a recent problem with fluorescent bulb disposal.

Mike Weaver from Diversified Energy Partners, Inc. (DEPI) arrived at 8:00 AM and introduced himself to the committee as a Lancaster-based business with a new proprietary technology for the management of local waste materials that was taken to the marketplace this year. The committee had received information from DEPI prior to the meeting for review. Mr. Weaver stated that DEPI's goal is to create local jobs and a local energy source from local waste, while supporting local communities. There are currently four developments in PA, and DEPI has been working with DEP – a general permit for solid waste has been developed for a less than 500 ton per day (TPD) facility creating energy. Mr. Weaver noted that new Waste-to-Energy facilities are generally rated at 1500 tpd and are built in more densely populated areas but DEPI is looking at a 200_tpd facility – they would develop, own and operate facilities as renewable 'energy farms' or 'islands.'

Mr. Weaver continued explaining that European technology would be utilized for grinding and sorting equipment, while the tipping floor configuration would be similar to Waste Management's operation in San Antonio, Texas. Material will be ground to a 6-inch fraction and ferrous and nonferrous metals will be removed; then the material is further ground to a 2-inch fraction. Next, the material enters the vortex, where the moisture content is reduced to 5 percent, creating a dehydrated blended fuel (plastics, etc. remain) and enters an advanced pyrolysis unit which converts the material (heating not burning) to gas via gasification (in the absence of oxygen) for combustion for electricity generation. The gasification process remediates chlorine and metal concerns, as they bond with the carbon/ash endproduct. These facilities are modular and can be installed behind a baseload customer's business to create an 'energy island' and each facility becomes its own company.

Mr. Weaver informed the committee that the projects are in the development stage and DEPI is seeking long-term contracts with waste haulers; noting that Park's Garbage Service is interested. Mr. Weaver noted that DEPI is not interested in flow control of the waste to the facility. Mr. Weaver also noted that a long-term contract will be needed for the energy that is generated. The permitting process takes 6-12 months and the process to commissioning of the facility is 12-18 months.

Mr. Weaver noted the development partners have dubbed this the "Allied Cubed Process", inclusive of supplier teams, an environmental safety team and an administrative/engineering/professional services team. Conewago Contractors was named as a potential partner.

Mr. Weaver informed the committee that a project is under consideration in Franklin County with the Industrial Development Authority, involving the Letterkenny Army Depot. Letterkenny is pursuing sustainability issues with the intent of net-zero waste disposal strategy.

Mr. Weaver would like the Adams County Plan to allow for participation in such a project, as well as looking at sustainability measures for municipal waste collection contracts.

Bicky Redman mentioned Ken Peck's interest in knowing if municipal sludge and septage could be handled at this facility – Mr. Weaver responded that the facility could not process material above 50 percent moisture but could look at 'recipes' in blending different waste materials. Mr. Weaver suggested a digester may be a better process to handle high moisture materials. Charlie Bennett noted that apple pomace remains at 60 percent moisture even after pressing out the liquid. The base material for the gasification process is municipal solid waste – the process can handle various plastics too. Mr. Weaver noted a tipping fee is necessary for the feasibility of the project.

Charlie Bennett questioned how much residue remains at the end of the process; carbon/ash waste?

Mr. Weaver noted that heavy metals are bonded to the ash and are inert. At the startup this waste material will be landfilled, but ways to mix it into extruded plastic products will be examined. Possibly in five years the carbon/ash material can be land applied – looking at a biochar initiative (pyrolysis) at the Frey Farm in West Virginia. Carbon holds moisture and nutrients in place in the soil. With a 232 tpd facility, 32 tpd would need to be landfilled.

When Rod Sheffer inquired about air permits, Mr. Weaver noted that each facility would need a separate emissions permit.

Charlie Bennett questioned the mobile nature of the facility – Mike Weaver responded that the equipment can be moved if needed; the plant itself is permanent. Charlie also inquired about how much land is needed for the facility – Mike responded that four acres is sufficient for a renewable energy island in accommodating trucks and other traffic plus meeting setbacks, while at least ten acres would be needed for an energy farm. Charlie questioned the energy output of the facilities – Mike responded that the energy island produces a consistent 1.8 megawatts per hour – at 200 tpd there would be about 20 tractor trailer loads incoming and 48 tpd or 3 tractor trailer loads of ‘fluff’ outgoing. Mike further stated that an energy farm would produce 2.4 megawatts per hour or 400 – 450 kilowatt-hour (kWh). He noted that the front-end of the process would run 10 hours per day. Charlie wanted to know the energy comparison with incineration – Mike responded that there is not a ‘fair’ comparison but the Lancaster Incinerator produces 600 – 650 kWh and the Harrisburg Incinerator produces more than 300 kWh. Mike also noted that incinerators require greater maintenance efforts.

Charlie asked Mike if there was anything about the process that would alarm citizens, especially in light of a recently rejected ethanol project once proposed for Letterkenny – Mike noted there is nothing hazardous about the process, the temperature reaches 1800 degrees in the gasifier, eliminating furans and dioxins. The building is under negative pressure and the air is captured and treated through a filtration and thermal oxidation system.

Rod Sheffer inquired whether Letterkenny would be conducting an Environmental Assessment of the facility. Mike responded that the Industrial Development Authority would be the entity purchasing the electricity and distributing it – selling it to the Army. DEPI will be investigating the protocol for doing this in 2012.

Tom Beamer asked what the tipping fee would be for waste disposal – Mike replied that the rate is being negotiated based upon a 1.4 debt ratio service to lenders – currently looking at a \$40 per ton tipping fee with the sale of electricity at 7 ½ cents per kWh – looking to sell behind the meter, not from the grid.

Charlie inquired about the number of employees – Mike informed the committee that there would be 10 employees on the energy farm, however there would be continuous monitoring of the facility 24 hours a day – also discussing with DEP possible real-time monitoring of air emissions; emissions occur as the material is being heated (as each new batch of waste is added); the gasifier burns its own gas in the heating process. Mike also noted that the steam (which is the only visible emission) in the vortex never exceeds 250 degrees.

Charlie noted the ‘Clean Air Initiative’ in the Carlisle area and encouraged Mike to be sensitive to clean air issues. Mike noted that DEPI has not included the carbon footprint for the facility. Charlie inquired whether the entire wastestream would be coming to the facility – Mike responded that the facility will not be taking the recycling stream and would support local recycling efforts. Charlie noted that dirty plastics are hard to recycle and may be better suited for gasification – Bicky noted there are many dirty agricultural plastics (silage wrap, etc.) that may also be suitable for gasification.

Fred Walter left the meeting at 8:40 AM.

Bicky Redman asked if tires could be processed at the facility – Mike answered that although tires offer a great Btu value, the steel belts could cause problems in the vortex. He noted that tires, electronics, etc. would be pulled out on the tipping floor.

Shannon Jesko asked how much municipal waste was generated in Adams County – Bicky responded approximately 150 tpd.

Charlie Bennett noted that he is familiar with other similar small systems like “The Gem” modular unit; Knouse Foods, as a company, has been looking at energy opportunities. Charlie also noted that it appears DEPI is working with DEP and he is not sure of the other companies.

Bicky mentioned the gasification project being pursued by EnergyWorks – working with a major local egg producer, Hillandale, to process their manure.

Charlie Bennett asked if DEPI is requesting language in the Adams County plan to include renewable energy waste conversion?

Bicky suggested it may not be necessary to include specific language, but instead DEPI could apply to become a designated disposal site for our plan when their facility is built.

Shannon voiced her support for the project suggesting that energy generation from waste material is a much better option than landfilling waste, less impact on the amount of land required.

Bicky noted that disposal fees/costs will be a major consideration for hauler participation.

Charlie noted that with solar projects proposed for farms it helped to include the ‘concept’ in municipal language – therefore it may be good to mention DEPI’s concept in our Plan.

Shannon wondered if the facility should be publically or privately sponsored.

Bicky suggested that it would possibly be best to look at a private facility – although Mike noted DEPI is open to municipal participation or support from haulers, etc.

Bicky noted that traditionally municipal authorities operate publically financed incinerators – she noted Adams County has an inactive authority.

Mike Weaver noted the lost opportunity from landfilling waste in PA – equivalent to 25 million barrels of crude oil.

Charlie noted the application process would make DEPI a viable option for waste, but if specific language is to be included in the Plan the SWAC will need to discuss the matter further.

Rod Sheffer requested that DEPI make any environmental assessment report on the facility available to the SWAC – Mike agreed.

Mike Weaver left the meeting at 9:00 AM.

Bicky discussed the time and date for the next meeting – after a request from Florence Ford members agreed to a 7:30 AM meeting time with the next meeting scheduled for February 9, 2012 at the Ag Center.

Bicky requested SWAC members review the Disposal Capacity Application package distributed today and provide feedback. Bicky also mentioned she will try to get a meeting with the County's Solicitor in regard to direction on the hauler licensing matter.

Charlie Bennett moved to adjourn the meeting at 9:05 AM – Coleen Reamer provided a second and all approved to adjourn.

The next SWAC meeting will be held on February 9, 2012 at 7:30 AM at the Ag Center. The meeting will likely last between 1 ½ to 2 hours.

The meeting adjourned at 9:05 AM.

Adams County Solid Waste Advisory Committee (SWAC)

February 9, 2012 Meeting Minutes

Attending SWAC Members:

Bicky Redman, Recycling Coordinator for Adams County
Charles Bennett (Charlie), Environmental Manager for Knouse Foods
Coleen Reamer, Hamiltonban Township Supervisor
R. Donald Lindsey (Don), retired Natural Resource Conservation Service
Elizabeth Hower, Recycling Advocate
Florence Ford (Flo), Manager of Gettysburg Borough
Foster Stonesifer (Stoney), Owner of Stonesifer Sanitation
James Staub (Jim), Industrial Manager of Adams Rescue Mission
Kenneth Peck (Ken), Owner of Peck's Septic Service
Marty Qually, Adams County Commissioner
Rick Hare, Manager of Consolidated Scrap Resources
Rod Sheffer, retired Environmental Consultant for the Federal Government
Shannon Jesko, Owner of Neiderer Sanitation
Tom Beamer, Manager of New Oxford Municipal Authority
Vickie Corbett, Vice-President of United Way and Volunteer Organizer

Excused SWAC Member:

Fred Heerbrandt, Engineer at William Hill & Associates

Others in Attendance:

Cindy Sanderson, Adams County Environmental Services
Tom Leedy, Adams County Protective Inspections
Commissioner Marty Qually

Bicky called the meeting to order at 7:32 a.m. The first order of business began with introductions of attendees and their affiliations.

Commissioner Qually noted he has been assigned to represent the Board of Commissioners on this Committee. He also noted that he has been trying to attend the meetings of committees he has been assigned to and feels he has a lot to learn from this Committee in particular.

Minutes

Rod made a motion to approve the December 8, 2011 minutes. Vickie provided a second to the motion. The motion was approved unanimously.

December 12th & 13th Waste Facility Tours

A handout was provided to the Committee containing pictures and descriptions of several of the facilities visited during the tours.

Coleen stated she was impressed with how well the landfills were managed, how the gas was captured, how odors were managed, etc. She noted it was interesting to see how each landfill built individual "cells" using layer, upon layer of compacted waste materials. She was also impressed with how any liquid leakage (leachate) would be contained to avoid contamination of groundwater and how much the cells would actually settle over a year's time (some were inches, others were feet!) She also noted how interesting it was to see how clean the water was after going through the leachate treatment system at Modern Landfill – clean enough for fish to live in an aquarium supplied with the treated water (supposedly drinkable!)

Tom Leedy noted that the last time he was at Modern Landfill, the operator did drink the treated water to demonstrate it was clean.

Bicky noted that while landfill capacity at Modern Landfill is adequate for now, expansion ideas are being considered. Modern may be able to expand the current landfill a little vertically in height, but is almost at the peak of how high they can go while remaining within the geographic landscape of the area. They are considering other possible locations for a new landfill, but would like to remain within York County, if possible.

Don noted he was most impressed with the cleanliness of the York Resource Recovery Center (YRRC). He noted too, that most landfill facilities were very clean outside of the active area (face) of the landfill and there was no scrap or garbage lying around.

Bicky noted that trash blowing around landfill sites is always a potential problem but various methods are employed to keep this problem at a minimum.

Rod said that the liners placed into the landfills are well engineered. The leachate collection system was very interesting. There are basically three steps: 1st, any leachate has to make its way through several liners and composite membrane barriers; 2nd, if it makes its way through the liners, it will be collected in a leachate drainage layer; 3rd, there is a clay barrier liner to stop it from contaminating the surrounding area. In Rod's opinion, the 2nd stage may be an unnecessary step as the 1st step is very effective in capturing the leachate. Rod also noted that one landfill recycles their treated leachate water and sprays it on roadways and the active area of the landfill to cut down on dust. Rod also found it interesting that ash was utilized as a daily cover at landfills. He noted that the cells are closed with an impervious layer on the top. No regulatory issues were apparent at any of the disposal sites that were visited.

In Rod's opinion too, the YRRC was well run. Rod noted that an incinerator is not a method for complete disposal. He recently took demolition materials from remodeling a bathroom in his home to the Hanover Transfer Station and only about 200-300 pounds of the materials were sent to the incinerator. The rest of the materials were non-burnable and separated out to be sent to the landfill. The incinerator helps avoid filling landfills, but is not the only or final disposal solution. It is amazing that the YRRC recovers about \$100,000 each year in coins.

Bicky noted that YRRC Executive Director, Dave Vollero has talked with her in regard to developing an agreement between YRRC and Adams County for a long-term disposal option. In Dave's opinion, such an agreement could help keep disposal costs from escalating. However, this agreement would also require a certain amount of waste from Adams County be committed to YRRC (a put-or-pay situation). Bicky mentioned that Dave could possibly attend a future SWAC meeting to talk with the Committee members.

Coleen remarked that it was nice to see how the landfills that have been in existence for a long time have cleaned up old leaking cells by moving all the old waste material to newly lined cells. All landfills are now in compliance with current regulations. She also noted that it was funny how they spray deodorizers to help with odors at the landfills (lavender was the scent being used at Modern on the day of the tour!)

Shannon Jesko interjected that deodorizers are okay when used in the winter or in cooler weather; however, they are less effective in the hot summer months.

Bicky stated that Adams County receives a lot of calls regarding the disposal of paint. Large quantities are referred to YRRC for disposal.

Cindy noted too that callers are informed that Neiderer's Sanitation will also accept liquid paint that will then be transported to YRRC for incineration. Cindy then pointed out pictures that were taken on the tours of the liner system used by the landfills. She noted there were additional copies of the informational packet provided by the YRRC for their tour if anyone would like one.

Bicky explained how the seams of the geomembrane filters are tested to make sure the welds are leak proof. Air pressure is used to check the welds in a very thorough and rigorous testing process.

Charlie mentioned that this is the same type of liner system Knouse Foods uses at their Biglerville plant. Knouse also cuts out a piece of the welds and applies pressure to them to test to the breaking point – usually the liner stretches or tears before the welds do. He offered to bring a sample to the next meeting.

Biosolids/Septage Survey

Cindy noted that completed surveys have been coming back in and she is contacting those who have not responded. She provided a handout to the Committee noting the responses received thus far.

Bicky pointed out that under the "Comments" column of the survey the following question was included: if the New Oxford Municipal Authority (NOMA) would build a centralized biosolids facility, would they be interested in bringing sludge or septage to them for processing.

Update on Centralized Biosolids Processing Facility

Tom Beamer from NOMA spoke about a meeting held on January 27th with Synagro. Synagro employs a number of biosolids disposal methods, but for NOMA it all comes down to dollars & cents – the cost. Another issue is that Synagro is not real receptive to including septage and NOMA has decided they will not only accept municipal sewage sludge from treatment plants, but also septage waste from individual haulers.

Tom also mentioned another group, EnergyWorks, from the Lancaster area that will be considered. They are currently working on a project with Hillandale in Adams County. Tom does not want to have a lot of meetings for everyone to attend, but there is a possibility of an invitation to a meeting with EnergyWorks when they present their proposal. He will decide on how to proceed...

Don asked if the survey results came in prior to the Synagro meeting on the 27th.

Bicky and Cindy responded yes, that the survey had been sent out some time ago and responses had been trickling in for several months. The interest was already there before the meeting took place.

Bicky remarked that she has been in this field for approximately 20 years...there have been ongoing problems disposing of septage and sludge since she began working for the County and this continues to be an ongoing issue. There is a great need for these types of projects to take care of this waste.

Tom Beamer noted that he will talk about the technologies Synagro & EnergyWorks are proposing at the next SWAC meeting. This will give him more time to get information and a better understanding of what's being offered from both companies. (He provided a handout from the Synagro meeting and asked Cindy to make copies for everyone to take with them.)

Don noted that when he visited Florida recently he talked to the Solid Waste Operations Manager in Charlotte County. They have a different set-up, in that everything is handled on a county basis, not by the individual municipalities and there are very few private on-lot septic systems. Their Manager is very interested in what we may do. Their current method of composting biosolids waste by using an additive to break it down has proved to be not very effective and they have begun preparing for a new system offered by Synagro. Synagro is leasing 8 acres for a new composting site and will provide tents as cover over a blacktopped area. The tents/canvas covers are 320 x 120 ft and will serve as a canopy over the composting operation. Charlotte County will charge \$2/ton for all that comes in. The wastewater treatment plant dewateres the sludge to about 15-18% solids, which is still pretty soupy. Yard waste is also mixed in. Currently they can accept 50 tons/day. The new site is located at a landfill so it's pretty isolated – not many neighbors, and the only additional traffic may be the loads of compost going out to users.

Charlie noted that if NRCS specifications are followed for the project, a concrete pad would have to be 6 inches thick and have 6-inch sidewalls, which would be pretty expensive to build. And, the cost of the canvas to cover a site this size would probably be around \$24,000.

Bicky noted the County receives a lot of calls when land application begins in new areas. Residents are concerned about the smell and what is being applied - they want to make sure it is safe (and complain about the smell.) She noted that there are odor management regulations in place for land application.

Ken stated that if the material has a strong odor, regulations require the ground to be turned over within 6 hours.

Charlie noted the need to be careful with what is being applied – different wastes are regulated differently. (ag waste versus cow manure versus human waste versus plant waste...)

Ken noted that ag waste is somewhat limitless with regard to setbacks.

Don stated that setbacks are there for proximity to roads, streams, etc. Unfortunately, some waste will have an odor and people are going to be upset about it.

Tom Beamer noted in regard to the NOMA project – it has been in process for 3 years. He had asked previous Commissioners for County assistance through the Environmental Services Department. He feels this is a group effort, not just NOMA's.

Open Burning/Burn Barrel Issues

Tom Leedy noted there is an Air Quality Law – smoke and odors from any outside fire must be contained on your property.

Betsy questioned when this Law went into effect.

Tom Leedy replied the law has been in effect since 1934. The Law also mentions the potential detrimental effects of smoke to persons or vegetation. Tom noted that any open burnings, outside of a burn barrel, must be registered with the Adams County Emergency Services Department by calling the non-emergency number (334-8101.) Fires contained in a burn barrel are not required to be registered. Tom also noted that PA Act 97, the Solid Waste Law (Item #3) states that no burning can take place without a permit – he also noted it is almost impossible to get a permit through DEP because of the regulations that govern any burning.

Charlie noted there are training courses you must attend in order to obtain the DEP permit. These courses train you to understand the color of smoke (opacity), the amount of smoke, the density, etc.

Tom Leedy remarked that in 2011, there were 5,600 open burns registered with the County. The peak months are March – 565 burns, April – 516 burns, and May – 675 burns. During the slowest month in 2011 there were 292 burns registered. Probably at least twice that many are conducted without being registered. Tom stated it is impossible for him to inspect all open burns; therefore, if County Control receives notice of an open burning to take place at a commercial business, they call Tom to inspect it.

Don asked if someone was burning a brush pile, would they just call the County to register and that would be okay.

Tom replied yes, that was all that was needed. Tom also informed the Committee that permitting was required by DEP for fires to train fire-fighting personnel. In the past, fires were just set but must now be permitted.

Bicky interjected that without proper inspection of the site to be burned, there may be concerns with asbestos, or other hazardous materials.

Tom Leedy noted that he has been working with burning issues for 14 years. Some Adams County municipalities have burn ordinances, but the majority do not. Burning of vegetation, while allowed, is bad for children and those with respiratory issues (such as asthma.)

Charlie questioned why tires are placed in fires.

Tom Leedy responded that tires burn extremely hot and will get the fire hot enough to completely burn everything.

Bicky noted that DEP regulations allow for smoke to burn black for the first 10-15 minutes. If the smoke remains black for a longer period of time, it is an indication that the wrong waste materials are being burned. There is, unfortunately, a need to watch businesses that generate waste tires, as they sometimes set up agreements with farmers to take their unusable tires for use on the farm on in fire pits.

Charlie asked if there were any alternatives to the use of tires.

Tom Leedy noted that scrap pallets from IFCO in Biglerville could be used to get a fire hot, quickly. Although it somewhat crosses the line in burning processed lumber (processed or treated lumber is not supposed to be burned in outside fires), it is still a much better option than burning tires or other fuels.

Don stated that years ago in Maryland, it was a requirement to have a pit and a blower.

Tom Leedy noted that in a regulated 'air basin' a blower is required. Adams County is not within an air basin (just outside of one); however, York County is within one. Usually an air basin is located in a high traffic area.

Charlie stated that broken bin boards could also be used. He also inquired where people can go when they need to control smoke from a fire. He knows there is equipment available to address this issue but how do you find it? He noted, for example, that the Adams County Conservation District (ACCD) purchased a soil aerator that farmers can lease from the ACCD to use on their fields.

Tom Leedy noted that he has talked to many farmers, asking for suggestions. Past practice was just to maintain an on-site dump on most farms. Almost all of these have now disappeared or been cleaned up.

Charlie stated that Knouse Foods has a policy with their growers that states no biosolids may be used and/or no open burning can take place in orchards. Audits are done occasionally on Knouse Foods operations and growers. If the growers do not score well, neither does Knouse Foods. As a result of this policy – the growers do score well.

Tom Leedy noted that farmers are way down on the list of abusers of open burning regulations. General contractors are the number one abuser of open burning regulations. In October 2011, a large contracting operation received a fine of \$34,000 for burning violations.

Bicky noted this operation had a history of violations – many violations.

Tom Leedy noted that first they are given a verbal warning; second – a written warning. If a 3rd violation occurs, it then goes to DEP for a Notice of Violation. At that time, he becomes DEP's #1 prosecution witness. It takes approximately one month for a case to go for hearing, then possibly 3 to 4 years to go to court.

Bicky stated that Tom Leedy is the County's enforcement representative. Some municipalities will call him directly when they have a problem, or some will call our office and the complaint will be passed on to Tom. She also noted that when Tom calls the local fire companies to put out any fires, they all respond immediately.

Yard Waste Management/Future Tour of H&H Excavating Facility

Bicky gave an overview of how yard waste has typically been managed, or not managed in the County. Unfortunately, most municipalities do not offer residents a yard waste option – residents are left to find their own solutions. This may entail dumping on other's property, dumping in state parks, or burning. Penn State Extension has offered many classes on composting over the years and a number of residents compost their organic waste materials. A number of residents will also transport their waste materials to

commercially managed yard waste sites like the H&H site near Spring Grove. Two of the mandated municipalities, Gettysburg Borough and Conewago Township, have provisions in their waste contracts that require their waste haulers to pick up yard waste several times a year. Other municipal waste contracts allow bundled brush (limited to four feet in length) and Christmas trees to be placed at curbside for collection. Still other municipalities have grinding equipment (some equipment was purchased through state recycling grants) to turn brush and tree limbs into mulch (Flo mentioned that Gettysburg borrows Cumberland's grinder to dispose of Christmas trees.) A few of these municipalities also allow residents to drop off yard waste at their maintenance sites.

Charlie inquired how a grinder could be obtained.

Bicky responded that possibly through partnering with other municipalities or organizations - there are possible sources of funding.

Charlie asked if there was a specific grant program. He noted that Knouse Foods had conducted a tub grinding demonstration at their Orrtanna plant that was a failure. The bins that were too rickety for apples were dropped into the tub grinder; however, if the bins were not broken up, the grinder couldn't handle them. He also noted that tree stumps can break a grinder, due to stones wrapped around the roots. The equipment is also too expensive for farmers to obtain and way too costly to maintain.

Bicky agreed that the cost for maintenance is very high. She also noted that a large open area is needed because the wood chips fly out of the tub. She suggested a future tour of H&H Excavating in Spring Grove, where they grind materials and they have a large on-site composting operation.

Bicky noted that H&H is an outlet for yard waste, brush, etc. and they accept these types of materials free of charge. She also noted that she had met with the Lake Meade Board to discuss yard waste management options - she suggested Lake Meade consider partnering with H&H. H&H would provide roll-off containers for yard waste collection. Lake Meade decided not to pursue it at that time, but it may be something they consider in the future. She also mentioned that her office receives a lot of calls following high winds. She suggested that municipalities could possibly partner to establish composting sites as there are limited options locally for yard waste disposal. The Washington Township Transfer Station on the western end of the count will accept yard waste, but some residents do not want to travel that far. A large amount of debris is dumped in Micheaux Forest.

Stoney noted that Littlestown residents take leaves and brush to the old bulk plant in Littlestown and H&H picks it up there. He said H&H is open 7 days a week, with long hours each day. They will not accept grass or pallets.

Bicky asked if their site is monitored with being open every day.

Stoney was unsure about monitoring on weekends but noted materials can be dropped off, free of charge. He said they need a lot of material for the amount of mulch they sell. You can buy mulch directly from them.

SWAC Comments on Plan Revisions

Bicky proceeded to review the tables and projections contained in the current Plan that are in need of updating. She noted that we are awaiting a legal review/decision on the hauler licensing issue. A meeting will need to take place with the Commissioners to determine their support for the permitting of small haulers.

Shannon asked if the County's position on burn barrels would need to be added to the existing Plan, stating that open burns must be permitted.

Bicky responded that we would try to work with municipalities to place burning regulations in their ordinances. It is likely some residents will be upset especially at first, but it can be done. When burning regulations are enacted, residents are forced to consider other disposal options, such as garbage service. Many municipalities require landlords to provide garbage service for their tenants. Also, if they can haul or dispose of garbage nearby, they will – it is harder to get people to dispose of waste properly if it is not convenient.

Shannon asked which municipalities have regulations requiring landlords to provide service.

Bicky responded that her office has a copy of their ordinances. Cindy will review them and share with Shannon. There may not be many in the area serviced by Neiderer Sanitation, but they could go to the municipalities they service and ask for information.

Miscellaneous

Bicky noted that SWAC members will be notified if another meeting similar to the one NOMA held with Synagro is held with EnergyWorks.

Charlie announced that EnergyWorks will be in Adams County next Thursday for a 'No-Till' meeting.

Rod shared that today's meeting was very informative and was well attended.

Shannon inquired when the Plan revision actually needs to be completed– does the entire plan need to be completely redone - are there many changes that need to be made to the existing Plan?

Bicky stated that with the SWAC's approval, she could begin work on the necessary revisions. Information needs to be updated, but there are no major changes needed.

Shannon asked if there would be a county-wide ordinance, or just individual municipality ordinances?

Bicky stated that SWAC will need to determine if a county-wide ordinance is best. If so, it will need to be presented to the Commissioners for their approval.

Shannon noted that municipalities are doing a better job – Neiderer's is getting more calls from residents for pricing for garbage service after they have been told they are not allowed to burn.

Don noted that with anything like that – publicity is the best method to inform people. Most people just do not know what is going on, or what the options are.

Charlie asked that if an ordinance is drafted, that the SWAC be able to review it. And, if possible they should also see a copy of the prior ordinance that the County adopted.

Bicky noted that since the licensing program was suspended, our department, as well as Tom Leedy, has noticed an increase in illegal burning and dumping problems.

Marty provided an update stating the Commissioners spend ½ of each day working on the new Radio System, personnel issues and law suits. They have had to specifically set aside time to work on other issues in order to get anything else accomplished. He noted the County Manager's position is necessary to allow the Commissioners to work on more critical issues – the Manager can take care of the smaller issues involved in running the County.

Charlie motioned to adjourn the meeting at 9:22am.

Bicky and Cindy will poll the SWAC members to establish a date/time for the next meeting. They will also begin scheduling a Date and time for the tour of the H&H Excavating operation.

Adams County Solid Waste Advisory Committee (SWAC)

September 25, 2015 Meeting Minutes

Attending SWAC Members:

Bicky Redman, Recycling Coordinator for Adams County
Charles Bennett (Charlie), Environmental Manager for Knouse Foods
Coleen Reamer, Hamiltonban Township Supervisor
R. Donald Lindsey (Don), retired from Natural Resource Conservation Service
James Staub (Jim), Industrial Manager of Adams Rescue Mission
Shannon Jesko, Owner of Neiderer Sanitation
Vickie Corbett, Executive Director of United Way
Fred Heerbrandt, Engineer at William Hill & Associates

Excused SWAC Members:

Foster Stonesifer, Owner of Stonesifer Sanitation
Rod Sheffer, retired Environmental Consultant for the Federal Government
Marty Qually, Adams County Commissioner
Elizabeth Hower, Recycling Advocate
Rick Hare, Manager of Consolidated Scrap Resources
Tom Beamer, Manager of New Oxford Municipal Authority
Kenneth Peck, Owner of Peck's Septic Service

Others in Attendance:

Sherry Clayton, Director of Adams County Office of Planning and Development
John Hartzell, Adams County Solicitor

Call to Order

Bicky called the meeting to order at 8:40a.m. The first order of business began with introductions of attendees and noting of their affiliations. She mentioned that several SWAC members have resigned (Flo Ford, Gettysburg Borough and Fred Walters, McSherrystown Borough) and should be replaced.

Opening Remarks

Sherry Clayton, Director of the Adams County Office of Planning and Development welcomed the SWAC members and thanked them for their willingness to assist with updating the County's Solid Waste Plan. She noted that previously as a Planner for twenty years for Franklin County, she had completed an update to their Plan a few years ago.

Minutes

Charlie made a motion to approve the February 9, 2012 minutes. Coleen provided a second to the motion. The motion was approved unanimously.

Solicitor Presentation

Three handouts were provided to the Committee by Solicitor John Hartzell. The first handout was a bulleted list of items John was going to discuss, while John warned the other handouts contained a lot of legalese information.

John began by describing the role of the SWAC per the Municipal Waste Planning, Recycling and Waste Reduction Act, commonly referred to as Act 101. John stated the statutory duties and role of SWAC are outlined in Pennsylvania Statute/Title 53, Section 4000.503 of Act 101 (John reviewed Purdon's handout with Committee) – this is where SWAC gets its authority. John also noted that should any SWAC member determine there may be conflict of interest with this role, they should inform the Committee. John continued by providing an explanation of a Pennsylvania Rule called Dillon's Rule – this Rule states a municipal government has authority to act, only when the power is granted in the express words of the statute, or when the power is necessarily or fairly implied, or incident to the powers expressly granted, or the power is one that is neither expressly granted nor fairly implied from the express grants of power, but is otherwise implied as essential to declared objects and purposes. Dillon's Rule is used in interpreting State Law when there are questions of whether or not local governments have a certain power – essentially, SWAC only has the power given to it by the state. John noted that in general, counties have much more limited powers in Pennsylvania, but they can have a role in the protection of public health and safety.

John continued with a discussion of the hauler licensing system contained in the County's previous plan. He mentioned that new State Laws enacted a few years ago that generated similar fees were basically in conflict with existing fee-based systems already in place in a number of counties, including Adams County. Challenges resulted from a number of disposal companies claiming the fees were essentially "double dipping". In particular, a court case in 2005 involving IESI Bethlehem Landfill and Lehigh County found County licensing programs to be preempted by State Law – basically asserting counties were overstepping their power by charging fees. John noted that the State Licensing Law only regulates vehicles of gross weight greater than 17,000 pounds.

Bicky mentioned that most small haulers, which made up a majority of the haulers previously licensed, would be exempt from the State's licensing requirements (regulating vehicles over 17,000 pounds) and could therefore be legally licensed by the County under a licensing program. She also pointed out that the State's licensing program only pertains to municipal waste, exempting such wastes as medical waste, sewage sludge and construction/demolition waste – haulers of these wastes could possibly be licensed too.

Shannon stated that in her dealings with the Department of Environmental Protection (DEP) they have always regulated construction/demolition debris as municipal waste.

Bicky noted that while that could be true, DEP has always instructed that construction/demolition debris is managed as residual waste.

John stated there has been very little guidance from DEP on all these matters to date, so we have a need to be cognizant of where things are headed as we cannot rely on DEP to guide our decisions.

Bicky echoed John's statement noting that DEP has instructed Adams County to look at what other counties are doing as a possible model to follow. Some counties still manage licensing programs (that exempt DEP licensed vehicles) or have instituted registration programs.

John also mentioned that the County has previously encountered legal issues in assisting municipalities with waste collection contract bidding – waste is a very litigious area, where issues come up that cause conflicts. But, with that said, John encouraged the Committee to use creative thinking and look for opportunities.

Bicky presented an example for consideration by the group; encouraging them to consider adding language to the Requests for Proposals (RFP) for disposal capacity that would ask for a voluntary financial contribution for community waste programs (to possibly include electronics recycling). The County has a precedent for this, in the prior RFP that requested free disposal capacity for community cleanups. She also noted the offer or non-offer of capacity for cleanups was not used to rate or score the proposals. Bicky mentioned too, a recent court case involving Clearfield County's Solid Waste Plan whereby the court upheld Clearfield's RFP requesting financial support for their County waste programs (recycling, etc.)

John offered to share his legal opinion on any ideas the Committee may think of. He also reminded the Committee to be mindful of the dormant Commerce Clause that prohibits discrimination against interstate commerce.

John referred the Committee to the third handout, a memo from him dated December 23, 2014 on the issue of the legality of a waste hauler vehicle licensing system. John noted when the State instituted their own licensing system for vehicles, it preempted portions of Act 101, impacting counties. He also stated there are multiple benefits to licensing, such as the ability to manage waste and be assured that it is being properly disposed – we may be able to achieve certain things if they are not preempted legally.

Bicky reminded the Committee that Adams County's current Plan calls for waste to be disposed at the designated facilities contained in the Plan.

Shannon noted that registration is required by York County and all waste must go to the York County Resource Recovery Center.

Fred asked how the County was enforcing disposal at the designated facilities, who's responsibility it is to educate the public.

Bicky responded, noting that Tom Leedy from the County's Department of Protective Services had been conducting enforcement relative to the County's hauler licensing ordinance but since the hauler licensing program was deactivated enforcement activities have become a concern. Most municipalities have come to rely on Tom for enforcement of any waste-related issue – unfortunately, there is no County basis for authority for Tom's involvement in such issues and he has filed complaints as an individual – there are liability concerns. Tom engages DEP, as much as possible on enforcement actions but the DEP representative is stretched thin across a number of southcentral counties. The work that Tom does has certainly made a difference in Adams County, stopping illegal burning and dumping activities. In fact, after the County stopped the licensing requirement there was a marked increase in illegal activities.

Shannon concurred that Tom's work has made a difference, especially in her area as she has received many more calls for services.

Charlie asked if the goal is simply a registration program or the monetary value of such a program to the County.

Bicky responded that any monetary value from the licensing of small haulers would be minimal, perhaps enough to cover the costs of providing stickers for vehicles.

Charlie suggested the Committee consider establishing a group of haulers to discuss voluntary requirements. He explained that this could be similar to the process used to establish well construction standards for the County– well drillers were consulted to determine how each one operated with the idea of achieving uniformity with voluntary standards.

The Committee then discussed recent issues stemming from the Covered Devices Recycling law enacted by the State – the County’s local recycling option offered by the Adams Rescue Mission has ended as the costs of the program exceeded reimbursements from the manufacturers. Bicky noted the Mission could no longer support the program as the market prices for all recyclables are very depressed. Currently the only options for recycling these devices are out-of-county; Best Buy stores in York and the Washington Township Transfer Station in Franklin County but residents have to transport their devices there. She also stated that entities such as Washington Township generate fees and have the ability to subsidize their programs. Bicky asked Jim if he could share with the Committee the information he presented to the County in regard to the cost of reactivating the Mission’s program.

Jim responded that the Mission would need approximately \$24,000 annually to support the program, calculated upon the dimensions of devices, relative to the number of pallets needed for packaging the devices, labor costs, etc. involved in their handling. Jim noted that the way the Law is currently written, the Mission cannot take additional subsidies because it is participating in the manufacturers’ rebate program.

Committee members suggested that other companies be contacted about any interest they may have in offering services, as there seem to be many companies soliciting for electronics.

Bicky reminded the group that the impetus behind the new law was to make sure these devices do not wind up in third world countries, where they create environmental problems. She also informed them that DEP maintains a list of electronics recyclers that have the various certifications required by the law – the County adheres to DEP’s policy in this regard.

Jim reiterated Bicky’s comments, stating it was also the Mission’s policy to do the right thing.

Shannon noted that haulers are prevented legally from accepting computers and televisions in regular trash, so it is a concern for where these items are being disposed.

Charlie noted that he had been working with the Mission but now his company must pay for disposal. He wondered if a third party, such as a transfer station could be contracted to do something.

Shannon disclosed that she is constructing a transfer station on the eastern side of the County.

Bicky responded that the County had met with DEP and is looking at possible ways of supporting the Mission’s efforts. She also restated her suggestion that the Committee consider requesting voluntary financial support as part of the disposal capacity RFP process.

Charlie noted that dollars and cents are a big part of this issue – one of the biggest problems is getting public support for where you want to go. With that said, Charlie then proposed a can recycling program through the Chamber of Commerce – would the Committee support an aluminum can program for the benefit of the Mission.

Bicky responded, apologizing for playing the devil’s advocate but cautioned that contracted recyclers (like Gettysburg’s) may have a problem with removal of valuable commodities such as aluminum cans, in light of depressed prices for most recyclables. She also noted that the quantity of aluminum cans available in the waste stream has diminished because a lot of people are recycling the cans themselves for extra income.

Charlie asked if there might be any other recyclable material with value.

Jim responded informing the Committee that aluminum prices are down by 3 cents/pound, and plastics (which only include number 1 and 2 bottles accepted at the Mission) have held in price. The problem with plastic bottle recycling is that it takes a long time to collect enough materials for a load shipment – the Mission only ships 5 loads a year. Jim did note that the plastic film market has been improving.

Charlie offered to look into his company’s paid electronics program and share information with the Committee.

The Committee discussed and supported the recommendation to include a request in the disposal capacity RFP for voluntary financial support of community programs.

John reminded the Committee that this cannot be a money making proposition – it must be narrowly constrained. John continued mentioning that with whatever the Committee pursues, the benefits should be greater than the challenges – not too onerous. He also

warned that there may be a cost to the County. We could decide to license or require registration – we have to determine how aggressive we want to be - we also need to determine the best language to use.

Coleen asked how a registration program would be enforced.....through an ordinance?

John suggested two possible ways to approach this: one, through criminal/law enforcement authority under the District Attorney's Office and derived from Pennsylvania Title 18 Crimes and Offenses and dealing with pollution from littering or illegal burning; and two, through administrative authority under County Code and derived from a licensing or registration program with compliance through an ordinance.

Bicky wondered if the County could enter into an intermunicipal agreement (similar to the agreement for the waste bidding process for municipalities) with all 34 municipalities that could transfer their responsibilities under State regulations to a County entity.

John invited the Committee to share any recommendations they may have with him for a legal review prior to providing those recommendations for consideration by the Board of Commissioners.

Bicky added to John's comments noting the Board of Commissioners must be consulted concerning their approval for moving forward on a program.

Bicky spoke about the need to update sections of the current waste plan, as well as prepare a Request for Proposals for the next 10-year period of disposal capacity as quickly as possible. She also informed the Committee about the current survey being conducted to update biosolids and septage management efforts in the County. This information will be added to the Plan.

The Committee concluded the meeting by asking Bicky to provide them with track changes of any revisions made to current documents.

Don motioned to adjourn the meeting at 10:40am. All were in favor.

Adams County Solid Waste Advisory Committee (SWAC)

December 10, 2018 Meeting Minutes

Attending SWAC Members:

Adam Winters, New Oxford Municipal Authority
Betsy Hower, Adams County Citizen
Bicky Redman, Recycling Coordinator for Adams County
Coleen Reamer, Hamiltonban Township Supervisor
Donald Lindsey (Don), retired from Natural Resource Conservation Service
Fred Heerbrandt, Engineer for William F Hill
James Staub (Jim), Manager of Men's Ministries at Adams Rescue Mission
Judie Butterfield, Adams County Citizen
Rod Sheffer, retired Federal Government Engineer
Shannon Jesko, Owner of Neiderer Sanitation

Excused SWAC Members:

Charles Bennett (Charlie), Environmental Manager for Knouse Foods
Foster Stonesifer, Owner of Stonesifer Sanitation
Kenneth Peck, Owner of Peck's Septic Service
Marty Qually, Adams County Commissioner
Rick Hare, Manager of Consolidated Scrap Resources
Vickie Corbett, Executive Director of United Way

Others in Attendance:

Sherry Clayton, Director of Adams County Office of Planning and Development
Molly Mudd, Adams County Solicitor

A. Call to Order

Bicky called the meeting to order at 10:04a.m. The first order of business began with introductions of attendees and noting of their affiliations. It was noted that Don Lindsay is still Chair of this Committee.

B. Opening Remarks

Sherry Clayton, Director of the Adams County Office of Planning and Development welcomed the SWAC members and thanked them for their willingness to assist with updating the County's Solid Waste Plan. And, thanked Molly for her assistance in getting this process moving in order to have waste disposal contracts in place right away.

Molly Mudd, Solicitor, introduced herself, explaining that this process falls in line with her Forte as a Contract Lawyer. She also explained that the contracts the County has in place will expire as of 12/31/18. The last Board of Commissioner's meetings for the month of December is on the 19th, so things need to move quickly.

C. Minutes

Approval of the minutes of the September 25, 2015 SWAC Meeting took place later during today's meeting, prior to discussion at Section G, Timeline for Plan Completion.

Coleen Reamer made a motion to approve the September 25, 2015 SWAC Minutes. Jim Staub seconded the motion; motion was approved unanimously.

D. Overview of RFP Responses

Four Proposals were received from neighboring landfills. Bicky provided a handout and reviewed the handout information on costs/availability per landfill site.

Bicky noted, Advanced Disposal (Cumberland County Landfill) had submitted a 2nd facility for consideration, which would have required separate bonding. She confirmed with Advanced Disposal that they only intended this facility as their back-up (Sandy Run).

Data collections reporting will be a large part of each facility's responsibility, especially concerning the transporter registration program.

Adams County generates approximately 96,000 tons/year of waste for disposal. This is only based on municipal waste disposal, not residual waste or hazardous waste.

The Transfer Station Agreements are a new requirement. These facilities will also be responsible for reporting data to the County. .

Land Application of sewage sludge/biosolids is regulated by DEP. Don asked if it is monitored to assure correct handling and application. Bicky answered that DEP is the entity in charge of monitoring but is short staffed and this has led to concerns in recent meetings regarding the Phase III Watershed Implementation Plan for the Chesapeake Bay. Fred noted that PA limits nitrogen, while MD limits phosphorus. There has been much discussion over the years of a possible phosphorus limit being enacted by Pennsylvania.

Bicky mentioned two facilities offered free disposal capacity for community cleanup events. This capacity was offered in addition to the disposal capacity offered for municipal wastes.

Fred asked about electronic waste. Bicky proceeded to explain that electronic waste is a "catch all" phrase that generally refers to anything with a plug. Pennsylvania enacted the Covered Device Act, which specifically regulates the recycling of TV's, Computers and their Peripherals. Many of the municipal waste collection contracts now have Covered Device recycling included and offer quarterly drop-off events for residents which has been a big help.

Note: Betsy Hower left during this discussion at 9:29am.

E. Issues

Bicky reviewed several issues relative to the review of the proposals:

Blue Ridge Landfill – their operating permit is to be renewed by 2020. The approval process is almost completed and there are no concerns or issues that would give cause for the permit not to be renewed.

Mountain View Landfill – their operating permit is also in the renewal process and there are no issues or concerns regarding future approval. .

Modern Landfill – did not include any details in regard to expansion plans but currently has seven years of operating capacity.

Cumberland Landfill – has plenty of available capacity under their current operating permit.

Shannon expressed some concern with the language in the disposal capacity agreement – are the tonnage amounts per day/week; how many days/week – 5 or 6? They had issues in the past with taking material to a landfill, only to be turned away due to construction being done at that facility, then arriving at the 2nd landfill and being turned away there because the landfill couldn't take in anymore MSW. She feels the tonnage needs to be daily – and guaranteed.

Bicky noted, that the landfills must guarantee the capacity they have agreed to on a daily operating basis – this is the basis of the whole solid waste planning process that we are required to do. The facilities cannot

turn away our haulers if they've reached their overall daily capacity limits – they are required to accept it per the agreements and the daily capacity amounts they offered to the County. It would be considered a Breach of Contract for them not to accept the waste when the agreed to capacity for Adams County was not exceeded.

Bicky also noted, that all the landfills have contingency/backup facilities, in the event of operational issues with the main facilities. Shannon asked if the hauler would be the one responsible to haul to the backup location – if so, that's not fair to the hauler. Bicky could not answer this question, as this is not spelled out in the RFP or the Agreement. In the past 27 years, there has never been a need to rely on a backup facility and we will hope there is no need in the future but we should look at this issue in the future.

Molly noted, there needs to be an immediate response/fix for these situations. The Contract needs to have specifics, and a penalty if they turn away our haulers.

Much Discussion

Bicky suggested including language in a letter to the facility to accompany the Agreement that would state (or reiterate) the guaranteed capacity the facility was offering on a daily basis, and if there are any issues, it could be taken to DEP to handle, or we would seek a legal remedy.

Molly noted, going to DEP would be fine, and would take less time than legal action. Possibly best to tighten the language – the County really doesn't have the power to take action with these issues.

Bicky stated, DEP does have the power, and the landfill could be shut down.

Sherry noted, there is nothing at the County level that would be able to take care of this issue immediately.

Bicky suggested perhaps the letter to go with the Agreement should state they must adhere to the Agreement, or any such issues will be taken to DEP for assistance.

Sherry noted, the landfills have already signed the Contract – the letter will go out with the Request for Performance Bond.

Bicky noted, Advanced Disposal/Cumberland County Landfill have submitted deviations to the language in the Agreement. She feels that all the facilities need to adhere to the requirements of the Agreement. .

Shannon stated she feels it would be best if we had all four landfills in the Plan.

Molly stated, she feels the details concerning the deviations can be worked out to do this.

F. Proposals Recommendation

Coleen Reamer made a motion that the SWAC approve Blue Ridge Landfill and Mountain View Landfill proposals, with a letter to be sent to them confirming daily capacity. Don Lindsay seconded the motion; motion was approved unanimously.

Coleen Reamer made a motion that the SWAC accept proposals received from Cumberland County Landfill and Modern Landfill with approval subject to successful negotiation of the deviations. . Fred Heerbrandt seconded the motion; motion was approved unanimously

G. Timeline

Bicky said the Draft should hopefully be ready by Mid-January and she will schedule a SWAC meeting after that.

She is currently working with the EMS Dept on a Burn Ordinance. The State may enact a Statewide Burning Ordinance.

After the Draft is ready, a 90-day comment period is required.

Rod asked when the Plan expiration date is – Bicky noted that the current disposal agreements end on December 31, 2018. The required plan update process was begun in 2011, but for reasons out of our control it was not moved along. Molly is working hard to get things on track now.

Don motioned to adjourn the meeting at 11:30am. All were in favor.

Adams County Solid Waste Advisory Committee (SWAC)
March 21, 2018 Meeting Minutes

Attending SWAC Members:

Adam Winters, Manager, New Oxford Municipal Authority
Betsy Hower, Adams County Citizen
Bicky Redman, Recycling Coordinator, Adams County
Coleen Reamer, Hamiltonban Township
James Staub (Jim), Manager of Men's Ministries, Adams Rescue Mission
Judie Butterfield, Chair, Gettysburg Borough Recycling Committee
Rod Sheffer, Retired Federal Government Engineer
Shannon Jesko, Owner, Neiderer Sanitation
Vickie Corbett, Executive Director, United Way

Excused SWAC Members:

Charles Bennett (Charlie), Environmental Manager, Knouse Foods
Donald Lindsey (Don), Retired Agriculturist NRCS
Foster Stonesifer (Stoney), Owner, Stonesifer Sanitation
Fred Heerbrandt, Engineer, William F Hill

Kenneth Peck (Ken), Owner, Peck's Septic Service
Rick Hare, Manager, Consolidated Scrap Resources

Others in Attendance:

Cindy Sanderson, Information Coordinator, Adams County Office of Planning and Development
Sherri Clayton, Director, Adams County Office of Planning and Development
Molly Mudd, Adams County Solicitor

A. Call to Order

Bicky called the meeting to order at 1:02 p.m. The first order of business began with introductions of attendees and noting their affiliations.

B. Minutes

Committee members reviewed the Draft Minutes. Bicky presented suggested revisions to the minutes for the Committee's consideration.

Coleen Reamer made a motion to approve the December 10, 2018 SWAC Minutes, as amended. Jim Staub seconded the motion; motion was approved unanimously.

C. Review of Proposed Draft Revisions

Sherri noted, if only minor modifications are made to the previous Plan, it does not have to be approved by municipalities through a formal adoption process.

Bicky explained, in 2011, she informed DEP there would only be non-substantial changes to the Plan and they deemed the update process non-substantial through a formal letter of agreement.

Bicky led the Committee through various chapters of the Plan, providing a summary review of the changes and noted that the Table of Contents and the Appendices have not been revised yet pending further changes. She also noted that several figures, charts and tables are still being revised.

Bicky also noted that the focus of the Plan is specifically on municipal waste.

Vickie noted corrections for Section 1, under Growth Trends and Issues. She stated that 64.7% of Adams County's workers commute to jobs outside the County, higher than the 50% listed in the Plan. She also noted that there is a lack of affordable housing in all sectors of the community.

Section 1.3 was added to the Plan to call attention to local efforts on food waste reduction.

Bicky explained that 'Food Gleaning' efforts involve farmers and others calling SCCAP (or another non-profit entity) to offer unharvested or unsold produce from fields, orchards, markets, etc. Volunteers then harvest or pick up the produce and other food items. This could be fruit, vegetables, berries, or whatever is available. Local grocery stores also offer soon-to-expire meats, breads, etc.

Jim stated the Adams Rescue Mission is downsizing their routes for recycling donation pickups. They will not be going as far as they had in the past. They will continue to accept/pick up the same materials, just going on smaller/closer routes to reduce their costs because of the downturn in the recycling market. The Mission is also intending to expand their skill training efforts for the residents in their homeless shelter, by erecting a greenhouse and developing a growing program with the assistance of Penn State Extension. In the near future they are intending to install a 'high tunnel' which can help in growing plants, while not needing special building permits.

Table 1-4

Bicky noted, in the past, waste disposal information may have been underreported by the Transfer Stations. She noted that in a conversation with the Washington Township Transfer Station (WTTS), they stated that 60% of the waste they receive is from Adams County. She also noted that Blue Ridge Landfill receives most of Adams County's waste.

All of the Transfer Stations that receive Adams County waste have signed agreements with the County. The agreements include reporting requirements so we should be receiving more reports and more accurate data concerning waste disposal. Rod asked if the diversion rate will increase with better reporting/accuracy. Bicky answered that the diversion rate is fairly stable, and will likely remain so. We know that there is recycling being done by Adams County residents at unmanned out-of-county drop-off sites that is not reported and may be difficult to track.

Section 1.3.1

Rod suggested underlining or making bold the last sentence in this Section to make it stand out. It contains pretty important information about what municipal waste is and isn't and should draw the reader's attention.

Much Discussion on Residual Waste and what it is classified as residual waste. The County is not responsible for managing residual waste but needs to ensure residual waste disposal doesn't impact regional disposal sites.

Several members noted it's difficult to understand the different types of waste (municipal, residual and hazardous) and what they are. Sherri suggested perhaps the next Draft revision could include explanations.

The term 'Waste Characterization Study' was questioned. This phrase relates to a past project that involved volunteers breaking down and sorting through individual loads of garbage to categorize all the materials being disposed. This project helped determine the types of materials that were being discarded at the individual waste facilities in the various regions of Pennsylvania. EPA conducts a similar study nationwide on a periodic basis.

Table 1-7

Bicky feels this Table will need revised – it is based on an EPA study and how we compare to that study.

Figure 1-3

Will be updated! We have 21 municipal wastewater treatment facilities now.

Shannon noted, a lot of Construction/Demolition (C/D) waste gets coded as MSW; DEP also codes it as MSW, it is not broken out separately as C/D only. C/D waste raises the numbers due to the weight of C/D weight being higher so that many times, the information may be skewed. She also noted, the disposal cost varies for C/D waste compared to MSW.

Bicky noted that C/D waste and weights are listed separately on Disposal reports on DEP's website.

Judie noted there is a 'C/D materials Auction' near Shippensburg – leftover materials from construction jobs are made available for purchase.

Vicki questioned how we know that diapers are being burned. Bicky answered, through the previous Waste Characterization Study – what was/was not being thrown away.

** Tables need to be numbered to go along with the Sections they relate to. .

Table 1-8 Wastewater Treatment Plant Sewage Sludge Generation

Adam feels the numbers are low on this Table.

Bicky noted that the information came from the wastewater treatment plants.

Adam also mentioned that Synagro brings in a lot of Sewage Sludge from outside of PA. He noted there are at least 8 sites where this waste is land applied after it leaves NOMA. Synagro is responsible for approval of the location where it can be land applied.

After it is processed (dewatered), Sewage Sludge is more like a 'cake' form/ partially solid.

Bicky noted, DEP is very short-staffed and is not able to monitor land application on a regular basis. Nutrients have to be closely monitored to determine how much and how often a site can receive the material.

ACCD is not approved to do this type of monitoring at all. This is a concern that was voiced to DEP in presenting Adams County's Chesapeake Bay Watershed Implementation Plan

Table 1-9

Wastewater Treatment Plants report to the State. There are approximately 25 private WWTP's, along with the 21 municipal WWTP's.

Table 1-10

This data was obtained through surveys of the WWTP's. The variances between 2015 and 2018 were mostly due to who did/did not respond to the survey. Some members suggested taking this Table out of the Plan – it is confusing. Bicky will instead add an explanation of the variance in the next Draft. The Committee also recommended the header for Table 1-10 be similar in format to Table 1-8.

Bicky explained that municipalities which implement sewage management districts in Adams County (almost half do) require on-site septic tanks be pumped every 3 years. There are some municipalities that may even require systems be pumped more often, if warranted. The County's Watershed Implementation Plan contains a recommendation for all municipalities in the County to consider implementing sewage management districts. The downside of this recommendation is that more sewage sludge will need to be

disposed. Bicky noted, that a lot of the sewage sludge generated in the County is land applied outside of the County by other treatment plants or haulers.

Table 1-11

**Need the notation 'Projections' added.

Section 1.7

Infectious/Chemotherapeutic Waste (Medical waste) is regulated separately by DEP (and not by the County) and required to submit separate reports. Sherri noted, this information is not released to the Public.

Section 2.2.1

Shannon noted, Neiderer Sanitation Transfer Station accepts more than is listed. She will provide more information.

**Diller Transfer Station header – text needs to be made bold.

Section 2.2.2.2

Much Discussion on the amount of litter flying out of recycling bins and garbage trucks on pickup days.

Bicky noted, the current Waste Contracts don't allow use of front-load trucks due to the amount of litter that comes out when the bin is lifted. The Contracts also require all garbage be bagged, but enforcement of this provision must come from haulers and municipalities.

Section 2.2.2.3

Bicky is working with the Department of Emergency Services in regard to revising the current County Burn Ordinance, which is quite outdated. Possibly more burning restrictions will be added.

Section 2.2.3

The Committee requested Bicky explain 'Chapter 271' regulations referenced in this section.

Chapter 3, Section 3.1

Act 101 set a goal of 35% recycling –Adams County meets that goal. Bicky noted that the weights of recyclables have decreased as many manufacturers are light-weighting containers and packaging but the volumes of such materials are increasing. She noted that many entities prefer to report figures as diversion from disposal.

** Rod suggested, instead of using the word 'currently' throughout the Plan, use 'as of _____' and note a certain date.

Section 4.2

Shannon noted that Neiderer Sanitation Transfer Station should be added to the drop-off sites for recyclable materials.

Under 'Mixed Paper' – Shannon noted, a lot of facilities do not accept Mixed Paper.

** Also – pizza boxes are listed in this Section (remove) – list needs to be reviewed and revised.

Yard Waste – Shannon stated it's hard to find a place that will accept yard waste. H&H in Spring Grove will accept it, but we need to find ways to get it there.

Section 4.6.1.1 Bicky noted the Source-Separated issue is coming back into the recycling discussion as contamination of commingled and single-stream recycling has been identified has a BIG issue in marketing (or not marketing) of materials.

Bicky asked for input on Section 4.10.1 recycling goals and objectives, are they okay, are changes/additions needed.

Bicky noted that Table 5-1 will be moved to the end of Section 5.1.

Section 5.7.5.3

** Table 5-2 on this page needs the York County Resource Facility name changed to York County Resource Recovery Center.

Bicky noted Figure 6-1 will be deleted and reference made to Figure 3.1

All tables and figures will be listed in the Table of Contents.

Bicky asked all committee members to review the Plan and get comments to her for the final draft document.

D. Next Steps

Bicky reviewed the Guidelines for Plan revision/update and Act 101 requirements to move the Plan forward.

This Draft will then be revised again & presented to the SWAC members, municipalities and the public for a 30-day comment period. Once a final Draft is completed and approved by the Commissioners, it will be sent to the State for formal review and approval.

E. SWAC's Role beyond the Plan

Bicky mentioned that she hopes the SWAC will remain engaged to help identify issues/needs, participate in discussions, provide feedback, review draft plan update materials, and consider recommendations for the Board of Commissioners concerning planning and mitigation efforts for illegal dumping/littering.

Coleen motioned to adjourn the meeting at 3:05 pm. All were in favor.

APPENDIX K: Plan Review & Comment

APPENDIX L: Adams County Commissioners Adoption

APPENDIX M: PADEP Plan Approval

