

**Five-County Region  
Solicitation of Interest  
for  
Municipal Waste  
Processing/ Disposal Capacity and  
Integrated Waste and Recyclables  
Management Program Support**

Prepared and Issued by:

**BARTON & LOGUIDICE, P.C.**

for

**L. Robert Kimball & Associates, Inc.**

On behalf of

**Columbia, Lycoming, Montour, Snyder and Union Counties,  
Pennsylvania**

**September 2011**

**5-County Region Solicitation of Interest  
For  
Municipal Waste Processing/Disposal Capacity and Integrated Waste  
and Recyclables Management Program Support**

**1. BACKGROUND**

The Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Pennsylvania's "Act 101") authorizes Columbia, Lycoming, Montour, Snyder and Union Counties ("5-County Region"), as part of its Regional Solid Waste Management Plan that is under development ("5-County Regional Plan"), to provide capacity assurance for the processing and/or disposal of all municipal waste expected to be generated within the 5-County Region for a period of at least ten (10) years, and to solicit support for an integrated waste and recyclables management program in the Region. Under an Intergovernmental Agreement, these five counties are participating in the cooperative development of the 5-County Regional Plan. Representatives of each of the five counties have been appointed by their respective county commissioners to a Regional Steering Committee (RSC) that is guiding and overseeing the development of the 5-County Regional Plan.

A large Consultant Team led by L.R. Kimball & Associates is providing technical assistance with the development of the 5-County Regional Plan. This Solicitation of Interest (SOI) has been developed by Barton & Loguidice, one of the consultants working with the Kimball Team on this project. It is anticipated that the 5-County Regional Plan update will be completed in 2012, subsequent to this SOI solicitation process and prior to commencement of waste disposal and support services secured through the SOI process.

Act 101 expressly authorizes a county to require that all municipal waste generated within its boundaries be processed or disposed only at a specific facility or facilities designated in the county plan. (53 P.S. § 4000.303(e)). The 5-County Region intends to require that all County municipal solid waste generators and transporters (for all waste categories covered by this SOI, including waste that passes through a transfer station) use only those Designated Facilities identified in the 5-County Regional Plan for processing/ disposal.

Act 101 requires that municipal waste plans look at ways to increase and maximize recycling, where practical, and to determine ways to make recycling programs sustainable. This goal is consistent with the 5-County Region's clear planning mandate from 5 separate stakeholder groups (roughly 125 municipal officials, business and industry representatives, waste haulers, recyclers, and citizens who attended a total of approximately 20 meetings over a period of six months). The groups strongly recommended that the Regional Plan identify ways to expand and enhance current recycling opportunities in the Region and to find ways to support and sustain these programs. This SOI incorporates this public/ private mandate in the solicitation process.

**2. PURPOSE OF THE SOLICITATION OF INTEREST**

On behalf of the 5-County Region and its Regional Steering Committee, the Consultant Team is releasing and distributing this Solicitation of Interest to identify

facilities interested in providing processing/ disposal capacity for municipal waste generated from within the 5-County Region, and to solicit support for a regional integrated waste and recyclables management program, beginning in 2013. This solicitation is for the proper documentation (by county of origin), processing and disposal of municipal solid waste (MSW), including: residential/ commercial/ institutional waste, construction/ demolition (C&D) waste, infectious/ chemotherapeutic waste, asbestos, sewage sludge and other “special handling” municipal wastes as delivered to the gate of the facility; this solicitation is also being conducted to identify and quantify potential support of the enhanced integrated waste and recyclables management program to be provided in the 5-County Region, in accordance with goals and directives identified in the ongoing regional planning process.

Respondents to this SOI will be evaluated in accordance with criteria listed in this SOI. Those that are determined to meet or exceed the minimum requirements of this SOI will be listed tentatively (until a disposal capacity agreement is executed) as Designated Facilities in the 5-County Regional Plan, and will be deemed Designated Facilities and permitted to accept MSW from the 5-County Region (and to potentially provide or otherwise support integrated services in the Region), upon the execution of an appropriate Standard Agreement with the 5-County Region for provision of services. The format of this Agreement (form of Standard Agreement is included in this SOI) will be one agreement, with representatives of each of the Region’s five counties as signatories to one Agreement with each Designated Facility, for services by the Designated Facility to the 5-County Region. Respondents tentatively identified as Designated Facilities that fail to execute an Agreement suitable to the 5-County Region (in the opinion of the Regional Steering Committee) will be removed from the list of Designated Facilities that are permitted to provide municipal waste processing/ disposal services to the 5-County Region.

It is noted that Lycoming County is currently a provider of waste and recyclables services in the Region, and is a potential Respondent to this SOI. In order to avoid any appearance of a conflict of interest, Lycoming County, a member of the Regional Steering Committee and a part of the 5-County Region, has chosen to recuse itself from the SOI preparation process, as well as the SOI release and Submission Package review and evaluation process. In this SOI, where the RSC (Regional Steering Committee) is referred to in these capacities, it shall be understood to exclude a representative of Lycoming County in this process. Other than as specifically stated in this paragraph, the RSC shall be inclusive of Lycoming County representation.

The purpose of the SOI process is to allow municipal waste from the 5-County Region to be disposed of at one or more designated licensed/ permitted solid waste processing/ disposal facilities from 2013 through 2022, and to solicit and secure support for other related services. However, it is clearly stated here that the 5-County Region **will not** guarantee municipal waste quantities to any one facility. The 5-County Region intends to qualify and execute agreements with multiple facilities that meet or exceed all of the minimum qualifying criteria and are deemed acceptable through the RSC’s evaluation and interview/ negotiation process.

This process to identify and designate processing/ disposal facilities is being conducted in a fair, open, competitive and flexible manner. The SOI is being advertised publicly, and is open to submission by any MSW processing/ disposal facility that believes that it can comply with the minimum requirements of this SOI. No preference

or bias will be given based on whether the facility is located in-state or out-of-state. The process is simple in that the facility need only complete and submit the Submittal Forms for Municipal Solid Waste Disposal and Related Services, indicate whether (and potentially how) they may propose to help support the sustainability of the 5-County Region's integrated waste and recyclables management program (these potential opportunities for support are to be identified in the Submittal Package and refined through the interview/ negotiation process), meet the other minimum qualifications and requirements of the SOI, and agree to the terms of an Agreement for Services to be executed with Designated Facilities that will be included in the Plan.

The process is flexible in that a hauler, a municipality, a business or a facility itself may petition the RSC for a processing/ disposal facility to be considered for inclusion in the 5-County Regional Plan, after this initial SOI process has been completed. The 5-County Regional Plan will clearly define the process for adding an additional processing/ disposal facility to the Plan's list of Designated Facilities in the future. Facilities can be qualified and added to the Regional Plan in a reasonably expeditious timeframe.

### 3. SCOPE OF SERVICES

The work to be performed under this proposed Services Agreement shall consist of providing municipal waste processing and/or disposal capacity assurance and, optionally, support of sustaining an enhanced integrated waste and recyclables management program for the 5-County Region, in accordance with the provisions of this SOI. **All Respondents MUST be responsive to this SOI's request to 1) indicate whether (and include ideas how) it might support this Region's integrated waste and recycling program enhancements, and to 2) confirm its willingness to enter good faith negotiations with the Regional Steering Committee to work to identify ways in which Respondent may potentially support these enhanced integrated waste and recycling programs.** To be clear, the two steps listed here are mandatory components of any response to this SOI, and the 5-County Region strongly encourages Respondents to support the recycling and integrated waste management programs of the Region. **However, the inclusion of support for the Region's integrated waste and recycling program enhancements is an optional component of the waste services contract ultimately executed by a successful Respondent; failure to provide such requested program support in the ultimate waste services contract will not be a sole basis for excluding a facility from eligibility to become a Designated Facility in the 5-County Regional Plan.**

Facility must also affirm its willingness to annually donate to the 5-County Region municipal waste disposal capacity for non-profit activities, including, but not limited to, road cleanup adoptions and illegal dump cleanups.

Also included in this Scope of Services is a requirement that any municipal waste transfer station proposing to accept and transfer municipal waste from the 5-County Region must enter an agreement with the 5-County Region, committing to 1) deliver waste from the Region only to Designated Facilities listed in the 5-County Regional Plan, and further, agreeing to 2) accurately track and report (to the disposal site that waste is delivered to, and to the 5-County Region) the quantities and types of municipal waste accepted and transferred from the 5-County Region, by county of origin from

which the transfer station receives the waste. A standard form of this Transfer Station Agreement is attached to this SOI.

Each Respondent shall be responsible for providing and maintaining a permitted processing and/ or disposal facility, and all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to process and/ or dispose of municipal waste in accordance with all applicable Pennsylvania Department of Environmental Protection (PADEP) and United States Environmental Protection Agency (USEPA) rules, regulations and guidelines, and all other applicable federal, state, and local rules, regulations, and guidelines, even if Respondent(s) is located outside of Pennsylvania.

#### **4. PROCESSING/ DISPOSAL OPTIONS**

Responses to this SOI shall be as described below. The RSC is requesting commitments for the processing/ disposal of MSW, including residential/ commercial/ institutional waste, construction/ demolition (C&D) waste, infectious/ chemotherapeutic waste, asbestos, sewage sludge and other “special handling” municipal wastes generated from within the 5-County Region. The RSC requires that Respondents agree to accept the types of waste listed in this paragraph that are generated by the 5-County Region only at facilities approved by and under agreement with the 5-County Region, and listed as Designated Facilities in the 5-County Regional Plan.

Each Respondent must guarantee part or all of the disposal capacity identified as needed by the 5-County Region for the period that is anticipated to run from 2013 through 2022. If only a part of the capacity needed is being offered, the Respondent must be very specific about the portion of the capacity being provided by the facility, the types of waste disposal capacity that are being provided, and the calendar year(s) of the guaranteed disposal capacity.

The RSC is requesting separate price information be provided on the SOI submittal forms for normal residential/ commercial/ institutional waste, C&D waste, and special handling waste disposal. Price information should be presented as not-to-exceed tipping fees for each calendar year and for each type of waste accepted, on a per-ton basis. Respondents should indicate each type of municipal waste that will be accepted from the 5-County Region at Respondent’s facility.

It is anticipated that the Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement will be for an initial term of five (5) years (starting with initial deliveries in 2013), with a 5-year contract renewal option (at the RSC’s option).

#### **5. PROCESSING/ DISPOSAL TONNAGES**

It is estimated that the 5-County Region will require total disposal capacity for approximately 250,000 to 260,000 tons of municipal waste (including residential/ commercial/ institutional waste, C&D waste, infectious/ chemotherapeutic waste, asbestos, sewage sludge and other “special handling” municipal wastes, but excluding Residual Waste) each year, during the ten-year planning period.

A breakdown of the historic quantities and types of waste that were generated and disposed of in the 5-County Region are as follows:

**(Table 1.3-1 from the 5-County Regional Plan)  
Landfilled Waste Material (tons per year) Generated within the Region**

	MSW	Residual Waste	Sewage Sludge	ICW	C&D Waste	Ash	Asbestos	Total*
2005	194,989	73,646	33,513	1,517	28,561	4,788	379	337,393
2006	204,452	69,474	25,988	1,676	36,166	4,564	345	342,665
2007	191,923	68,058	22,087	1,737	27,726	4,752	292	316,575
2008	194,370	58,007	22,426	1,969	27,514	3,211	824	308,320
2009	175,317	44,995	19,762	2,059	17,523	4,172	2,327	266,153

\*Totals include residual waste.

A breakdown of the estimated quantities of residential/ commercial/ institutional waste, construction/ demolition waste (C&D), and other municipal wastes that require “special handling” procedures, excluding residual waste, that are projected to be generated and that will require disposal from the 5-County Region from typical years of the 10-year planning period, is as follows:

	<u>MSW</u>	<u>Sewage Sludge</u>	<u>ICW</u>	<u>C&amp;D Waste</u>	<u>Ash</u>	<u>Asbestos</u>	<u>Total**</u>
2012							
Projected	193,300	24,800	1,800	27,600	4,300	800	252,600
2021							
Projected	198,800	24,800	1,800	28,300	4,300	800	258,800

\*\*Totals do not include residual waste.

## 6. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM SUSTAINABILITY

In addition to securing disposal capacity, the Commonwealth of Pennsylvania authorizes county waste management plans to include an integrated waste management approach, where waste and recyclables management is handled in a preferred waste management hierarchy, which first practices source reduction, then recycles and composts materials, and then recovers energy through combustion of waste at a waste-to-energy facility and/ or places any remaining waste in a sanitary landfill. Such plans include provisions to address benefits to public health and safety, financial benefits to residents or local government, minimization of liability risk from improper disposal of municipal waste, and strategies to address how the plan will help increase recycling and assist the Commonwealth in achieving its goal of recycling 35% of the municipal solid waste stream.

The 5-County Regional Plan has identified the Region’s desire to implement an enhanced and sustainable Integrated Waste and Recyclables Management Program, which contains specific program tasks to improve recycling, expand recycling opportunities in the 5-County Region, educate the public on proper waste management and recycling programs, properly handle/ recycle/ dispose of certain specialty waste items, support the cleanup of illegally disposed waste in the Region, and similar

measures. The provision of an enhanced and sustainable Integrated Waste and Recyclables Management Program envisioned in the 5-County Regional Plan will require expansion of integrated waste and recycling services currently offered in the 5-County Region.

PADEP has recently reduced the amount of grant funding it provides to support recycling programs in the 5-County Region (and throughout Pennsylvania). In addition, since about 2005, the courts have determined that county-legislated administrative fees supporting such programs are not specifically authorized under Act 101. With the loss of state funding and the loss of legislated county administrative fees, the sustainability and future expansion of the 5-County Region's integrated waste management and recycling programs have been placed in jeopardy. It is anticipated that without alternative providers of integrated waste and recycling services, and/ or without alternate forms of support for publicly-provided programs, the Region may be unable to offer/ expand/ sustain integrated waste and recyclables management programs that the new 5-County Regional Plan recommends.

Therefore, this SOI requires Respondents to consider, explain, and be willing to further discuss, options of how they may provide support for a sustainable integrated waste and recyclables management program serving the 5-County Region, at least for the geographical portion of the 5-County service area for which the Respondent's disposal site also provides disposal services. It is anticipated that the RSC's understanding of any Respondent-proposed steps to support an integrated waste and recycling program will be identified through both the mandatory responses on this topic in the Respondent's Submission Package, as well as through discussions during the followup interviews and negotiations with the RSC (that are also part of this SOI process).

The current annual cost estimate of an expanded sustainable program meeting the recycling and integrated waste management program needs and goals of the 5-County Region, as recommended and documented in the Regional Plan, is approximately \$625,000. The 5-County Plan's proposed enhanced integrated waste and recyclables management programs that are recommended include, but are not limited to:

- Enhanced Existing Curbside Recycling Collection Programs
- Enhanced Existing Drop-Off Recycling Sites/ Programs
- Expanded Household Hazardous Waste (HHW) Collection Events
- Expanded Special Event/ Materials Collections
- Support for Education and Waste Minimization
- Support for New Recyclables Drop-Off Facilities
- Support for Expansion of Recyclables Bidding/ Data Collection Services
- Support for Illegal Dump Cleanups in the Region
- Program Standardization and Sustainability Program Management
- Increased Organics Collection and Composting
- Other Targeted Sustainability Program Support

The RSC is seeking proposals from Respondents who share the philosophy that the preferred waste management hierarchy is to first practice source reduction; then reuse, recycle and organically process/ compost; and then to combust waste for energy recovery or place it in a sanitary landfill. Facilities who participate in a sustainable integrated waste and recyclables management program should recognize the following benefits to their operations by supporting such practices:

<b>Potential Benefits to Disposal Facilities in Supporting an Enhanced Regional Integrated Waste and Recyclables Management Program</b>
<ul style="list-style-type: none"> <li>• Increased tonnage at processing/ disposal sites by assuring proper disposal of unrecyclable waste at Designated Facilities instead of being illegally dumped</li> </ul>
<ul style="list-style-type: none"> <li>• Diversion of banned materials such as tires, mercury thermometers &amp; thermostats and yard waste from landfills</li> </ul>
<ul style="list-style-type: none"> <li>• Reduced delivery of toxic materials to processing/ disposal sites by providing recycling opportunities for electronics, mercury thermostats &amp; thermometers, compact fluorescent bulbs, HHW, and similar types of materials</li> </ul>
<ul style="list-style-type: none"> <li>• Diversion of organic materials from disposal, through mulching, composting and composting education</li> </ul>
<ul style="list-style-type: none"> <li>• Conservation of landfill capacity through recovery of recyclable commodities</li> </ul>

A more detailed list of the enhanced integrated waste and recyclables management programs that are recommended in the 5-County Regional Plan, as well as the estimated annual costs associated with implementing these recommended programs, is presented in Exhibit 1, attached to this SOI.

## **7. PREPARATION AND SUBMISSION OF RESPONSES**

- a) All responses must be prepared and submitted on the Submittal Forms included in this Solicitation of Interest, with supplemental pages added as needed. The completed Submittal Forms and the other 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 RSC.
- c) Except where specifically allowed in the Submittal Forms, responses may not be considered which are **not** based on the attached Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Services Agreement contained herein, or that contain exceptions other than those allowed by the response document, or that contain any letter or written memorandum qualifying the response, or that is not properly completed and signed in writing by an authorized official or representative of the Respondent(s).
- d) All responses must include an executed Non-Collusion Affidavit and executed Disclaimer Statement as provided in this request package.
- e) Responses shall be placed in a sealed envelope, with the following label on the outside: "Submission Package, 5-County Region Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Program



Support” and shall include seven (7) copies of the submission, including one (1) original. The original copy must include original signatures of the authorized representative of the facility. Submissions should be delivered to (on behalf of the Regional Steering Committee):

Terry D. Keene, P.E.  
Senior Managing Engineer  
Barton & Loguidice, P.C.  
1104 Fernwood Avenue, Suite 501  
Camp Hill, PA 17011

- f) All submissions should be delivered to the offices of Barton & Loguidice at the address listed above no later than 4:00 p.m., local prevailing time, on November 4, 2011.

## 8. 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.
- 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.

## 9. EVALUATION PROCEDURE

The information submitted in response to this Solicitation of Interest will be used to qualify the facility or facilities to provide the required processing/ disposal capacity needs for Regionally-generated municipal waste, and will be used to help identify possible optional support by Respondents for the sustainability and enhancement of an integrated waste and recyclables management program in the Region. **A primary factor in qualifying facilities is the willingness of the facility representative(s) to comply with all the terms and conditions of this SOI and the attached Municipal Waste Disposal Capacity and Integrated Waste and Recyclables Management Services Agreement.**

Submission and evaluation of the Respondent’s Submission Package represents the first in a two-step process, potentially leading to the execution of an Agreement with the 5-County Region to provide waste disposal capacity assurance and, optionally, to support the sustainability and enhancement of integrated waste and recyclables management services in the 5-County Region. The Consultant Team will initially review and evaluate each Respondent’s Submission Package, and will report its findings and recommendations to the Regional Steering Committee’s (RSC) Evaluation Team.

Based on the Consultant's review and the RSC's acceptance of a favorable review of a Respondent's Submission Package, including confirmation of the Respondent's compliance with all of the requirements of the SOI (in the sole judgment of the RSC), Respondents will then enter the second-step interview and negotiation process. This second step in the procurement process will include any necessary or appropriate negotiations with a Respondent(s) to finalize the contract terms and details of Respondent's submission and will, at a minimum, include good faith discussions and negotiations with the Respondent on possible ways in which Respondent may be willing to support the integrated waste and recyclables programs of the 5-County Region.

The public release or confidentiality of all data and materials submitted by Respondents is discussed in Section 11 of this SOI. Evaluation data generated by the RSC and its consultants may be retained, at the RSC's sole discretion, as confidential information by the RSC, unless it chooses to release such information.

Respondents participate in this SOI process with the express understanding that there will be no claims whatsoever for reimbursement from the RSC or the 5-County Region for the associated costs or expenses of any Respondent in responding to this SOI or in participating in the interview and negotiation process.

Submittal Packages received will be evaluated in accordance with the following evaluation criteria:

**Step 1 - Base Criteria Evaluation** - These requirements are evaluated on a pass/fail basis. Subject to the discretion of the RSC, submissions that fail to meet the following requirements will not be given further consideration. The findings of this base criteria evaluation may be released to the general public.

- Respondent must agree to comply with all requirements of the SOI.
- All required proposal forms and required supplemental information must be included in the Submittal Package, properly completed.
- For clarity, it is specifically noted that Respondents **MUST** 1) indicate in their Submittal Package whether (and include ideas how) it might support this Region's integrated waste and recycling program enhancements, and 2) affirm its willingness to enter good faith negotiations with the Regional Steering Committee and its representatives, to work to identify ways in which Respondent may potentially support these enhanced integrated waste and recycling programs.
- Facility must affirm its willingness annually donate to the 5-County Region municipal waste disposal capacity for non-profit activities, including, but not limited to, road cleanup adoptions and illegal dump cleanups (a minimum of 0.5% of Respondent's daily commitment to accept 5-County Regional waste, or a minimum of 100 tons per year, whichever is less, is required).
- Facility must have a current state-issued waste disposal facility permit, and must have the ability to start accepting municipal waste from the 5-County Region no later than January 1, 2013.
- Facility must have an operating history that evidences continuing compliance with all federal, state and local laws and regulations, both by the operating company and by any parent company, and should not have a repeated history of

violations that in the aggregate can be regarded, in the opinion of the RSC, as significant or that may inhibit the future ability of the facility to accept waste.

- Facility must guarantee, at a minimum, processing/ disposal capacity for at least 5% of the 5-County Region's anticipated MSW disposal need over the initial 5-year term of the ten-year planning period (i.e. a guaranteed AVAILABILITY of capacity or air space at the facility from the Respondent to accept, at a minimum, an average of at least 12,500 tons of municipal waste per year from the Region over the first five years of the planning period); and, willingness of the Respondent to commit this capacity (with no minimum delivery guarantee) to the 5-County Region through contract. Further, Respondent must have currently permitted and available processing/ disposal capacity to meet its minimum capacity commitments for at least the first term (first 5 years) of the waste capacity assurance agreement.
- Respondent must be willing to enter a five-year contract, with an RSC-optional 5-year contract renewal period, to provide the processing/ disposal capacity, optional integrated waste management and recycling program support (if so-opted), and other requirements as contained in this SOI document and proposed Service Agreement.
- If Respondent is a transfer station handling or proposing to handle municipal waste generated from the 5-County Region, it must affirm its willingness to enter an agreement with the 5-County Region stating that it 1) commits to deliver waste it receives from the Region only to Designated Facilities listed in the 5-County Regional Plan, and 2) further agrees to accurately track and report (to the disposal site(s) that the waste is delivered to, and to the 5-County Region) the quantities and types of municipal waste accepted and transferred from the 5-County Region to the disposal site(s), based on the county(ies) of origin from which the transfer station receives the waste.

**Step 2 - Interview and Negotiations** - Respondents that "pass" the base criteria evaluation step will enter interviews and negotiations with the RSC and its representatives. These may be held, at the RSC's discretion, either by conference call, or in person at a location to be determined within the Region. The interview and negotiation step of this process will be used to clarify and refine Respondents' Submittals, and to further identify and discuss ways in which Respondent may opt to support the enhancement and sustainability of Integrated Waste and Recyclables Management Programs in the 5-County Region. In addition, the RSC may discuss and take into consideration such other factors that are deemed to be in the best interest of the 5-County Region and its residents and businesses regarding waste management and recycling in the Region.

Subject to successful completion of the interviews and negotiations, each successful Respondent will be identified, tentatively (until contracts are executed) as a Designated Facility in the 5-County Regional Plan, and will be expected to commit to entering a long-term Municipal Waste Disposal Capacity and Integrated Waste and Recyclables Management Services Agreement with the 5-County Region to provide the services so negotiated, beginning January 1, 2013. Final execution of contract(s) from successful negotiations may be contingent upon final Regional Plan approval by PADEP.

While the RSC intends to require that municipal waste from the 5-County Region be delivered only to designated facilities, it reserves the right to enter into additional future contracts during the ten (10) year planning period with other sites or facilities meeting its criteria, including when such contract or contracts is/ are economically superior to contracts in place, when additional facilities are added to the 5-County Regional Plan in accordance with the Procedure to Add Facilities to the Plan, and/ or when such contract(s) is/ are necessary to assure disposal of one hundred (100%) percent of the 5-County Region's wastes.

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

## **10. QUALIFICATIONS AND COMPETENCY OF THE PROPOSERS**

- a) The RSC and its consultants 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 RSC, the Respondent(s) shall furnish and certify all such supporting data and information that the RSC 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 and performance record prior to the award of any Agreement.

## **11. CONFIDENTIALITY**

It is noted that the Regional Steering Committee may, at its sole discretion, release and make public any and all information submitted by Respondents in response to this SOI, other than information which Respondent can clearly identify as confidential, or as having significant potential to cause damage to the Respondent, if released. Examples of the types of information that may be released by the RSC to the public include Respondent's answers to questions regarding potential support of the Region's Integrated Waste and Recyclables Management Program, Respondent's ceiling tip fee commitments and escalators over the 10-year planning period, and similar information.

The process for Respondent's identification of confidential materials in its Submission Package is as follows. It is understood that submissions in response to this SOI may contain technical, financial, or other data whose public disclosure may cause substantial injury to the Respondent's competitive position or constitute a trade secret. To protect this data from disclosure, the Respondent should specifically identify the pages of the Submission Package that contain such information by properly marking the applicable pages and inserting the following notice in the front of its Submission Package:

### **Notice:**

**The data on pages \_\_\_\_\_ of this Submission Package, identified by an asterisk(\*), stamped "confidential", or marked along the margin with a vertical line, contain technical or financial information which are trade secrets and/ or disclosure would cause substantial injury to the**

**Respondent's competitive position. The Respondent requests that such data be used only for the evaluation of its qualifications, but understands that non-disclosure will be limited only to the extent that the 5-County Region determines is proper under state and local law.**

It is noted that it is unacceptable to label or note the entire Submission Package as Confidential. The RSC assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked data are requested, or requested to be disclosed, the Respondent will be advised of the request and shall submit to the RSC within ten (10) days of notification a detailed analysis setting forth the basis for its belief that this information requested is exempt from disclosure under state and local law. The RSC will exercise care in applying this confidentiality standard, but will not be held liable for any damage or injury which may result from any disclosure that may occur.

## **12. TIMETABLE**

The projected timetable for conducting this solicitation process is as follows (subject to change):

Advertisement of SOI Availability	Approx. 9-15-2011
Pre-Submission Meeting	If needed (TBD), wk. of 10-17-2011
Submission Packages Due	4 p.m. prevailing time, 11-4-2011
Evaluations of Submittals	11-7-2011 through 11-30-2011
Respondents Notified for Interviews	12-2-2011
Interviews and Negotiations	12-5-2011 through 12-20-2011
Designated Facility Determination (tent.)	1-5-2012
Execution of SOI Service Agreements	TBD
Finalize, Ratify, and Approve Regional Plan	1-5-2012 through 12-31-2012
Commencement of SOI Contract Services	1-1-2013

## **13. INQUIRIES**

Please contact Terry Keene of Barton and Loguidice, the RSC's designated point of contact for this solicitation and part of the Consultant Team on this project, at (717) 737-8326, extension 2311; e-mail address [tkeene@bartonandloguidice.com](mailto:tkeene@bartonandloguidice.com); mailing address as listed in Section 7 of this SOI, to ask specific questions regarding this solicitation. All formal inquiries, questions and requests for clarification shall be submitted in writing to Mr. Keene no later than October 28, 2011. Any requests for clarification requiring a formal response will be issued in the form of an addendum to this SOI, to all holders of record of the SOI documents.

<b>Solicitation of Interest for 5-County Region - Exhibit 1</b>	
<b>Integrated Waste and Recycling Program - Sustainability Needs</b>	<b>Est. Cost</b>
<b>Program Item</b>	
<b>1. Targeted Program Needs (from 5-County Regional Plan)</b>	
<b>a. Support for Recycling, Special Events and Expanded Services</b>	
Assistance for managing existing programs and implementation of new programs	\$60,000
<b>b. Targeting Commercial Sector Recycling</b>	
Opt-in recycling curbside collection through contracts	\$0
Targeted commercial sector recycling programs	\$0
<b>c. Enhance Existing Curbside Recycling Programs</b>	
Add paper products to curbside programs	from per capita support
Less focus on glass	\$0
In areas served by Lyco. Co. eliminate glass from the curbside recycling program and add paper	\$0
In other areas collecting glass curbside, leave as is and focus efforts on addition of paper	\$0
Tags, stickers, etc for improper items for the haulers to use	\$5,000
Increase the current recycling bin/bag size in established curbside programs	from per capita support
<b>d. Enhance Existing Drop-Off Programs</b>	
Add more material	\$25,000
Increase hours of operation	from per capita support
Add paper	\$0
Relocation of existing drop-offs to more public areas (well lit, well traveled areas)	from discretionary support
<b>e. Support New Recyclables Drop-Off Facilities</b>	\$50,000
Site improvements	incl.
Site equipment	incl.
Staff	\$0
Security	incl.
Convert to permanent from mobile drop-offs	from discretionary support
<b>f. Expand HHW Collection Events</b>	\$120,000
<b>g. Expand Special Collection Events</b>	
Electronics	\$28,000
White goods	TBD
Tires	\$20,000
Staff	\$0
Disposal of materials	\$0
RFP for special collection event	\$0
<b>h. Support Education and Waste Minimization</b>	
Brochures (Municipality or County brochure, drop-off brochure, compost brochure, hard to recycle items, special collections)	\$23,000

<b>Solicitation of Interest for 5-County Region - Exhibit 1</b>	
<b>Integrated Waste and Recycling Program - Sustainability Needs</b>	<b>Est. Cost</b>
<b>Program Item</b>	
Educational aids (magnets with recycling information)	TBD
Website (waste exchange, recycling events, general info., hauler info., municipal recycling info., drop-off locations (public), maps created for the Five-County Regional Solid Waste Management Plan, waste minimization info., general recycling info.)	\$25,000
Waste minimization - School Districts	TBD
Waste minimization - grasscycling	TBD
Waste minimization - commercial entities education	TBD
<b>i. Support Recyclables Bidding &amp; Data Collection Options</b>	
Template bid documents and municipal ordinances	\$10,000
<b>j. Support Illegal Dump Cleanups</b>	
Contribution to clean up efforts	\$45,000
<b>k. Standardization and Sustainability Program Management</b>	
Regional Steering Committee	\$12,000
Develop criteria for managing and approving funding of projects (checklist)	\$0
<b>l. Increase Organics Collection and Composting</b>	
Leaf and yard waste	\$50,000
Food waste processing/ composting	\$0
Backyard compost bins	\$10,500
<b>2. Additional Sustainability Program Needs (from 5-County Regional Plan)</b>	
<b>a. Reimbursement to Municipalities or Counties Based on Recycling Tonnages</b>	
	\$61,000
<b>b. Per Capita Distribution to Counties to Support Enhanced Recycling Activities</b>	
	\$20,300
<b>c. Discretionary Sustainability Program Support</b>	
	\$61,000
<b>Total Annual Integrated Waste and Recycling Program Sustainability Requirement:</b>	
	<b>\$625,800</b>
<b>for estimated cost items</b>	

# **SUBMITAL FORM**



**SUBMITTAL FORM**

**FOR MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY  
AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT  
PROGRAM SUPPORT**

**COLUMBIA, LYCOMING, MONTOUR, SNYDER AND UNION  
COUNTIES, PENNSYLVANIA (THE 5-COUNTY REGION)**

**Date:** \_\_\_\_\_

**To:** Barton & Loguidice, P.C.  
1104 Fernwood Avenue, Suite 501  
Camp Hill, PA 17011  
ATTN: Terry D. Keene, P.E., Senior Managing Engineer  
(on behalf of the Regional Steering Committee for the 5-County Region)

**Respondent:** Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Contact \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_

The undersigned has examined the **Solicitation of Interest (SOI)** document, including the **Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement**, and has completed fully this **Submittal Form for Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Program Support** (including the **Disclaimer Statement, Non-Collusion Affidavit** and the **Processing/Disposal Facility Questionnaire**) contained in this Solicitation of Interest dated September 2011.

This Response is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation. This Response is not submitted in conformity with any agreement or understanding with any other Respondents. Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false submittal. Respondent has not sought by collusion to obtain for itself or to provide to any other Respondent any advantage over any other Respondent or over the 5-County Region.

If selected by the Regional Steering Committee to be listed as a Designated Facility (tentatively, subject to Agreement execution) in the Regional Solid Waste Management Plan (5-County Regional Plan), the undersigned Respondent agrees to execute and deliver the **Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement**, including the required Certificate of Insurance, to the Regional Steering Committee 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 waste from 5-County Regional sources?

Currently accepts municipal waste from within the boundaries of the 5-County Region

Reported quantity received in 2010: approximately \_\_\_\_\_ tons of municipal waste

Makes commitment to accept the 5-County Region's municipal waste for at least the next five years (i.e. the first term of the service agreement)

Makes commitment to accept the 5-County Region's municipal waste for the second five-year renewal term of the service agreement, if the renewal option is selected by the 5-County Region

b. Please check type of facility.

Landfill

Municipal waste composting facility

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, and does Respondent believe this will continue in the future?

Yes

No

If no, explain: \_\_\_\_\_

- c. Specify the types and quantities of municipal waste generated in the 5-County Region that will be accepted for processing or disposal during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage	Minimum Tons to be Accepted per Operating Day - from the Cos.*	Minimum Tons to be Accepted per Operating Week - from the Cos.*	Minimum Tons to be Accepted per Operating Year - from the Cos.*
Conventional Municipal Waste					
Construction/Demolition Waste (C&D)					
Municipal Sewage Sludge					
Infectious & Chemotherapeutic Waste (ICW)					
Other (specify)_____					
Other (specify)**_____					

\* Please note "All" if there are no specified maximum limits; "the Cos." here includes all five Counties (Columbia, Lycoming, Montour, Snyder and Union).

\*\* Attach additional pages if more types of waste need to be included

- d. Minimum sludge characteristics required:           % Solids \_\_\_\_\_  
 Other requirements?: \_\_\_\_\_  
 \_\_\_\_\_

- e. Will bulky wastes be accepted?    Yes    No  
 If yes, specify tonnage: \_\_\_\_\_ (tons/day or tons/year)  
 If yes, lists types and other requirements?: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- f. Amount of municipal waste disposal capacity donated by the Respondent per year for non-profit activities, including, but not limited to, road adoptions and illegal dump cleanups (a minimum of 0.5% of your daily commitment to accept 5-County Regional waste, or a minimum of 100 tons per year, whichever is less, is required): \_\_\_\_\_(tons/day or tons/year)

**2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM**

As noted in the SOI, Respondents are required to consider and share with the Regional Steering Committee ideas on the manner in which they may be able to provide support for an enhanced and sustainable integrated waste and recyclables management program serving the 5-County Region, at least for the service area for which the Respondent's disposal site is also providing disposal services.

- a. Does Respondent agree to indicate whether, and include ideas how (in the response area of this section of the Submittal Form, found below) it might support an enhanced and sustainable integrated waste and recyclables management program for the 5-County Region?
- Yes  
 No
- b. Does Respondent affirm its willingness to enter good faith negotiations with the Regional Steering Committee to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for the 5-County Region?
- Yes  
 No

Some of the integrated waste and recyclables management enhancement programs that are recommended in the 5-County Regional Plan include:

- Enhance Existing Curbside Recycling Collection Programs
- Enhance Existing Drop-Off Recycling Sites/Programs
- Expand Household Hazardous Waste (HHW) Collection Events
- Expand Special Event/ Materials Collections
- Support Education and Waste Minimization
- Support New Recyclables Drop-Off Facilities
- Support Expansion of Recyclables Bidding/ Data Collection Services
- Support Illegal Dump Cleanups in the Region
- Program Standardization and Sustainability Management
- Increase Organics Collection and Composting
- Other Targeted Sustainability Program Support

The 5 Counties in the Region currently offer various levels of integrated waste and recycling services to residents and businesses, at an undetermined cost. The Regional Plan contains initiatives to expand and enhance the current offerings, as summarized above. The current annual cost estimate to expand and enhance a sustainable program meeting the integrated waste and recyclables management needs of the 5-County Region, as recommended and documented in the Regional Plan, is approximately \$625,000. The Regional Steering Committee is looking to Respondents to help identify ways in which it may support the provision of sustainable expanded programs for integrated waste and recyclables management in the 5-County Region. While provision of these services is an optional component of this SOI, the RSC strongly recommends and requests Respondents' support for provision of these services.

**Respondents to this SOI shall describe below, and as needed on additional pages to be attached to this Submittal Form, ideas on how they may be able to support the enhancement and expansion of the 5-County Region's Integrated Waste and Recyclables Management Program, as further detailed on Exhibit I of the SOI and as further described in the 5-County Regional Plan, at least for the service area for which**



### 3. PROPOSED FEE SCHEDULE FOR WASTE PROCESSING/ DISPOSAL SERVICES

The proposed tipping fee schedule shall include all state and local fees as part of the Respondent’s maximum, not to exceed, per ton disposal fee provided in the following section. These fees shall be interpreted to be not-to-exceed tipping fees that the site will offer for processing/ disposal of municipal solid waste, including C&D waste and various “special handling” wastes from the 5-County Region. The Respondent should **not** include any proposed contribution to a proposed integrated waste and recycling sustainability program as part of its maximum tipping fee in this Price Submission.

#### PROCESSING/ DISPOSAL ONLY

Contract Year*	Municipal Waste		Construction/ Demolition Waste (C&D)		Municipal Sewage Sludge**		Infectious & Chemotherapeutic Waste (ICW)	
	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2013								
2014								
2015								
2016								
2017								
2018								
2019								
2020								
2021								
2022								

\* Anticipated first year of operation under this contract is 2013.

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

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



#### 4. COMPANY EXPERIENCE AND OPERATING HISTORY

- a. A general processing/ 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 Respondent's 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).

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- c. **Company Obligations** – List any obligations the Respondent has made which will commit processing and/or disposal capacity at the proposed site to parties other than the 5-County Region. Include host community disposal obligations which may be required under 25PA Code § 272, or other State and Federal regulations (attach additional sheets, if necessary).

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

- (1) Confirmation of available capacity at a processing/ disposal facility, which currently has and will maintain, through the contract period, proper processing and/or disposal permits.
- (2) Confirmation of transfer trailer accessibility to the proposed processing/ disposal facility.
- (3) Information on financial strength of the Respondent to support the operation of the processing/ disposal facility and back the obligations and commitments to the RSC as specified above.
- (4) Position of the Respondent regarding specific reservation of air space or capacity at processing/ disposal facility for duration of the contract term.
- (5) Acceptance of Marcellus Shale drilling residuals and materials, and the potential impact of disposal of these residuals on the processing/ disposal capacity commitments of Respondent to the RSC.
- (6) Contingency plans for continued processing/ disposal of waste in the event of a reduction in waste processing/ disposal capacity at the proposed disposal facility.
- (7) Ability and willingness of the Respondent to accept variations in rates of waste delivery from the 5-County Region.

- e. **Deviations or Exceptions to Contract Specifications** – The SOI has provided a standard agreement to each Respondent selected for negotiations. This standard agreement is intended to reduce the time period for negotiations. The RSC does not intend to deviate from this



standard agreement except as necessary to incorporate specific provisions. If this submittal is premised upon any deviation, qualification and/or exception to the standard terms and conditions of the Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Services Agreement section of this Solicitation of Interest, the Respondent must cite such deviations and/or exceptions in the following section (attach separate sheets, if necessary).

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- f. **Days and Hours of Operation** (Receiving Times, under the Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement - attach additional sheets if necessary):

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**FIVE-COUNTY REGIONAL  
MUNICIPAL WASTE MANAGEMENT PLAN  
PROCESSING/DISPOSAL FACILITY QUESTIONNAIRE**

**A. BACKGROUND INFORMATION**

1. Date: \_\_\_\_\_
2. Name of Facility: \_\_\_\_\_
3. Owner of Facility: \_\_\_\_\_
4. Type of Facility:    Landfill \_\_\_\_\_            Resource Recovery (Waste to Energy) \_\_\_\_\_  
                                 MSW Composting \_\_\_\_\_            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. Approx. Road Mileage from Facility to Lewisburg, Union County, PA:  
\_\_\_\_\_

**B. PERMIT INFORMATION**

Please complete the following for the portion of the site for which an approved PADEP municipal 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  
Maximum Continuous Rating (MCR) \_\_\_\_\_ tons/day  
Available Processing Capacity \_\_\_\_\_ tons/day \_\_\_\_\_ tons/year
5. Waste Types and Quantities (2010)  
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 charged for waste deliveries (approximate, or give a range)

Waste Type	Permitted Maximum Daily Tons	Permitted Average Daily Tons	Expected Annual Tons	Current Tipping Fee (specify ton or cubic yard)
Municipal Waste (except for types listed below)				
Construction/ Demolition Waste (C&D)				
Sewage Sludge				
Infectious/ Chemotherapeutic Waste (ICW)				
Incinerator Ash				
Asbestos				
Other MSW (please specify)				
Other MSW (please specify)				
Residual Waste – Marcellus Residuals				
Residual Waste - Other				

Minimum % Solids of Sewage Sludge \_\_\_\_\_ %

6. If a landfill, for the area subject to the permit, what is the estimated total available disposal capacity between January 1, 2013 and final closure (as currently permitted)?

Approximately \_\_\_\_\_ tons over \_\_\_\_\_ years, or approx. \_\_\_\_\_ cubic yards of remaining air space.

**C. DESCRIPTION OF FACILITY - LANDFILLS (add additional pages, if needed)**

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

a. Primary Liner: (check those that apply)

Synthetic membrane Thickness = \_\_\_\_\_ mils Material \_\_\_\_\_

Remolded clay Thickness = \_\_\_\_\_ inches Permeability \_\_\_\_\_ cm/sec

Other \_\_\_\_\_

b. Secondary Liner:

Synthetic membrane Thickness = \_\_\_\_\_ mils Material \_\_\_\_\_

Remolded clay Thickness = \_\_\_\_\_ inches Permeability \_\_\_\_\_ cm/sec

Other \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. 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?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5 Describe your facility's acceptance of Marcellus Shale drilling mud and other residuals and materials. Estimate the tons or quantity of Marcellus residuals accepted, and also as a percentage of total waste input at the facility. Also, describe the expected increase in acceptance of these materials in the future (next 5-10 years), and how you feel this will

impact your ability to accept MSW and honor commitments to dispose of MSW and special handling municipal waste at your facility from the 5-County Region.

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

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**D. DESCRIPTION OF FACILITY - OTHER THAN LANDFILLS**

**(add additional pages, if needed)**

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

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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 your air pollution control practices? If so, please describe.

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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.

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5. Please describe plans for future bypass waste disposal practices.

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

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

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

If yes, please explain \_\_\_\_\_

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

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

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10. Has the Owner/Operator submitted or is currently preparing to submit an application for a municipal waste permit modification?  Yes  No

If yes, indicate the significant changes from the current permit. \_\_\_\_\_

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

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12. Describe any other pertinent information on the facility or its operations.

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**E. EXPANSION PLANS**

Please summarize your expansion plans in narrative form. Indicate status of design and permit requirements, and expected date of initial operation of expansion (attach response on separate sheet, if necessary).

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1. Expected Waste Types

Expected Waste Types	Estimated Annual Quantity to be Processed or Disposed (specify tons or cubic yards)	Percent of Total Quantity
Municipal Waste (except for types listed below)		
Construction/ Demolition Waste		
Sewage Sludge		
Infectious & Chemotherapeutic Waste		
Asbestos		
Incinerator Ash		
Other (please specify)		
Other (please specify)		
Residual Waste		

2. Additional Capacity Plans

a. If Landfill:

1. Expected Total Capacity (tons or cubic yards) \_\_\_\_\_

2. Expected Lifetime (yrs.) \_\_\_\_\_

b. If Other Than Landfill:

1. Design Capacity \_\_\_\_\_ tons/day

2. MCR Rating \_\_\_\_\_ tons/day

3. Available Processing Capacity \_\_\_\_\_ tons/day \_\_\_\_\_ tons/year

c. Expected Start of Expansion Development \_\_\_\_\_

d. Start of Operations 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 and the reserved tonnages included in this response.

I state that:

1. The price(s) and tonnages contained in this response have been arrived at independently and without consultation, communication or agreement with any other contractor, Respondent or potential Respondent.
2. Neither the price(s) nor the tonnages contained in this response, and neither the approximate price(s) nor approximate tonnages in this response, have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before the Submission due date and time, and opening of the Submission by the RSC's Consultant.
3. No attempt has been made or will be made to induce any firm or person to refrain from responding to this Solicitation of Interest, 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 affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) 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):

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I state that \_\_\_\_\_ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Regional Steering Committee (RSC) and its consultants in recommending the award of service agreements for which this Response is submitted, on behalf of the 5-County Region. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the RSC 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 RSC and/ or the Counties 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

This \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Company Position

\_\_\_\_\_(Notary Public)

My Commission Expires: \_\_\_\_\_

**DISCLAIMER STATEMENT**

The Consultant Team that represents the Regional Steering Committee and its 5-County Region has prepared the information contained in this Solicitation of Interest (SOI) from information received by them, and such information is believed to be accurate and reliable. However, by its receipt of this SOI, the party whose name appears below remises, releases and forever discharges the Regional Steering Committee and all others employed by and/or representing the RSC or the 5-County Region and associated with this project, from any and all claims which such person(s) has, have or may hereafter have arising out of any information contained in this SOI. Any party who intends to submit a response to this SOI is specifically invited to independently verify the accuracy of the information contained herein.

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Name of Organization

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Name

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Title

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Date

# **DRAFT AGREEMENTS**

**DRAFT**  
**MUNICIPAL WASTE TRANSFER STATION AGREEMENT**

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

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

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

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

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

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

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

**5-COUNTY REGIONAL REPRESENTATIVES**

For Columbia County:

Witness: \_\_\_\_\_

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

Date: \_\_\_\_\_

Title: \_\_\_\_\_

For Lycoming County:

Witness: \_\_\_\_\_

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

Date: \_\_\_\_\_

Title: \_\_\_\_\_

For Montour County:

Witness: \_\_\_\_\_

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

Date: \_\_\_\_\_

Title: \_\_\_\_\_

For Snyder County:

Witness: \_\_\_\_\_

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

Date: \_\_\_\_\_

Title: \_\_\_\_\_

For Union County:

Witness: \_\_\_\_\_

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

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**TRANSFER STATION**

Witness: \_\_\_\_\_

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

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**DRAFT**

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

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

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

**BACKGROUND**

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

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

**Article 1. General Definitions and Terms**

**1.1 Definitions**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Operator. \_\_\_\_\_, or any permitted successors, assigns, or affiliates.

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

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

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

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

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

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

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

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

Ton. Two thousand (2,000) pounds.

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

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

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

## 1.2 Other Words, Terms, Phrases

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

## **Article 2. Representations**

### 2.1 Representations of the 5-County Region

The 5-County Region represents and warrants that:

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

### 2.2 Representations of Operator

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

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

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

### 2.3 Parent Guarantee

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

### 2.4 Designation as Processing/Disposal Facility

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

## **Article 3. Delivery and Disposal of Acceptable Waste**

### 3.1 Delivery and Disposal of Acceptable Waste

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

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

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

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

#### **Article 4. Conditions for the Delivery and Disposal of Waste**

##### **4.1 Control Procedures/Weighing of Waste Deliveries**

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

##### **4.2 Receiving Time/Hours of Operation**

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

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

#### 4.3 Right to Refuse Delivery

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

#### 4.4 Complaints

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

#### 4.5 Title to Municipal or Residual Waste

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

#### 4.6 Permits

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

### **Article 5. Recordkeeping and Reporting Requirements**

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

### 5.1 Basic Reporting Requirements

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

### 5.2 Special Reporting Requirements

The Operator shall provide written notification to the 5-County Region of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in permitted average and/ or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; (iv) changes in materials accepted, or; (v) changes in ownership.

### 5.3 Administrative Inspections

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

## **Article 6. Tipping Fees and Other Charges**

### 6.1 Tipping Fees

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

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

## 6.2 Negotiated 5-County Region Fees

(to be completed if appropriate)

## **Article 7. Insurance**

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

## **Article 8. Indemnification**

### 8.1 Indemnification

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

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

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

### 8.2 Cooperation Regarding Claims

If either the counties represented by the 5-County Region or the Operator shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by the 5-County Region against the Operator pursuant to Article 8.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the



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

## **Article 9. Disputes, Defaults and Remedies**

### **9.1 Resolution of Disputes**

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

### **9.2 Events of Default by 5-County Region**

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

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

### **9.3 Events of Default by Operator**

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

#### 9.4 Force Majeure

Neither the Operator nor the 5-County Region shall be liable for the failure to perform their duties and obligations under the Agreement or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the Operator or the 5-County Region and which the Operator or 5-County Region was unable to avoid by exercise of reasonable diligence. Documentation of the event that caused the Operator to be unable to meet its obligation hereunder must be submitted to the 5-County Region within ten (10) working days after the occurrence of the event.

#### 9.5 Waivers

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

### **Article 10. Term and Termination**

#### 10.1 Effective Date

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

#### 10.2 Term of Agreement

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

#### 10.3 Effect of Termination

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

### **Article 11. Miscellaneous**

#### 11.1 Assignment

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

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

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

#### 11.2 Notices

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

5-County Region: TBD

Operator: TBD

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

#### 11.3 Entire Agreement/Modifications

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

#### 11.4 Severability

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

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

#### 11.5 Change of Ownership

In the event of any change of control or ownership of the Operator's Facility, the 5-County Region shall maintain the right to hold the original Owner solely liable. The 5-County Region may, however, at its option, determine that the new ownership can adequately and faithfully perform the duties and obligations of the Agreement for the remaining term of the Agreement, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Agreement and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Agreement and any claims or liabilities under the Agreement.

#### 11.6 Governing Law

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

#### 11.7 Joint and Severable Liability

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

#### 11.8 Counterparts

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

#### 11.9 No Co-Partnership or Agency

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

#### 11.10 Section Headings/References

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

#### 11.11 Conventions

In this Agreement:

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

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

11.12 Nondiscrimination

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

**Article 12. Integrated Waste and Recyclables Management Program Support**

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

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

12.2 Negotiated Integrated Waste and Recyclables Management Program Support

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

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

**5-COUNTY REGIONAL REPRESENTATIVES**

For Columbia County:

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

Date: \_\_\_\_\_ Title: \_\_\_\_\_

For Lycoming County:

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

Date: \_\_\_\_\_ Title: \_\_\_\_\_

For Montour County:

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

Date: \_\_\_\_\_ Title: \_\_\_\_\_

For Snyder County:

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

Date: \_\_\_\_\_ Title: \_\_\_\_\_

For Union County:

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

Date: \_\_\_\_\_ Title: \_\_\_\_\_

**OPERATOR**

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

Date: \_\_\_\_\_ Title: \_\_\_\_\_