

SOI and Sample Disposal Agreements

**South Central Counties Solid Waste Agency
(SCCSWA)
Solicitation of Interest
For
Municipal Waste
Processing/Disposal Capacity and Future
Support of a Public/Private Partnership with
SCCSWA**

Prepared by:

BARTON & LOGUIDICE, D.P.C.

Prepared For

Bedford, Fulton, and Huntingdon County, Pennsylvania

August 2019

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Draft Transfer Station Agreement

Draft Municipal Waste Disposal Facility Agreement

**SCCSWA Solicitation of Interest
For
Municipal Waste Processing/Disposal Capacity and Future Support of a Public/Private
Partnership with SCCSWA**

1. Background

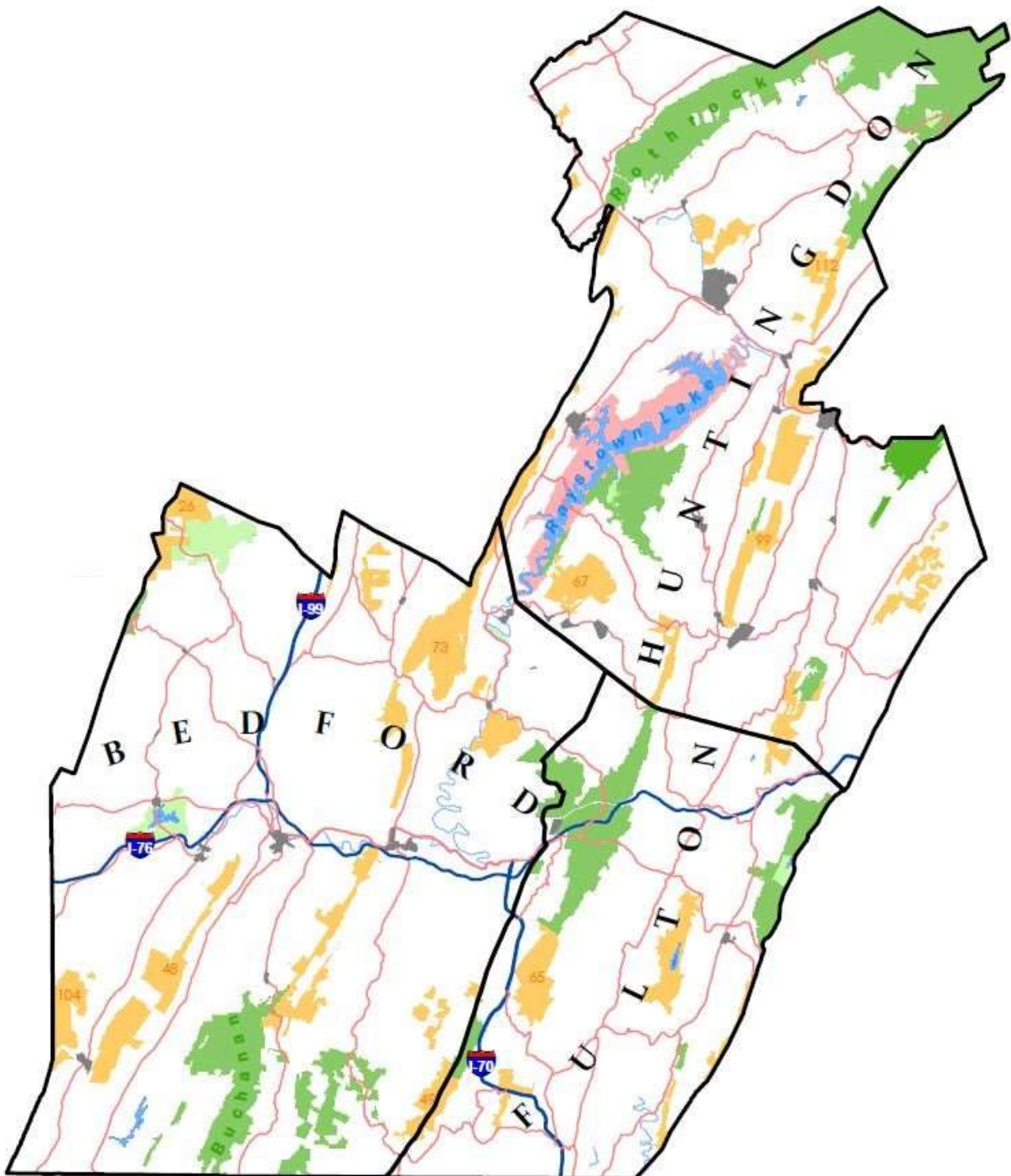
The Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Pennsylvania’s “Act 101”) authorizes Huntingdon, Bedford, and Fulton Counties (“Counties”), through the South Central Counties Solid Waste Agency (“SCCSWA”), as part of its collective Municipal Waste Management Plan that is under development (“Plan”), to provide capacity assurance for the processing and/or disposal of all municipal waste expected to be generated within Huntingdon, Bedford and Fulton Counties for a period of at least ten (10) years, and to solicit support for administering and/or maintaining a public/private partnership with SCCSWA. A location map of Huntingdon, Bedford, and Fulton County is presented in Figure 1-1. Three (3) county Solid Waste Advisory Committees are guiding and overseeing the development of the Plan.

Barton & Loguidice, D.P.C. (B&L), an engineering consulting firm is providing technical assistance with the development of the Plan. This Solicitation of Interest (SOI) has been developed and distributed by B&L. It is anticipated that the Plan update will be completed in 2020. Based on the current expiration date of the existing waste disposal capacity assurance contracts, SCCSWA anticipates commencement of waste disposal and support services secured through the SOI process on or around January 2020. These contracts will remain in effect, as outlined in the attached sample contracts through the ten year planning period, which is anticipated to extend through December 31, 2030.

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 Plan (53 P.S. § 4000.303(e)). SCCSWA 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 either those facilities identified in the Plan or those facilities properly permitted by their respective state for the processing and disposal of waste.

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 SCCSWA’s interest in looking at ways to sustain and/or enhance current recycling programs and opportunities in the Counties. This SOI incorporates a public/private cooperation initiative via this solicitation process.

Figure 1-1
SCCSWA County Map



2. Purpose of the Solicitation of Interest

On behalf of SCCSWA, B&L is releasing and distributing this Solicitation of Interest to identify facilities interested in providing processing/disposal capacity for municipal waste generated within Huntingdon, Bedford and Fulton Counties, and to solicit support for a future public/private partnership with SCCSWA, beginning in January 2020. 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, regulated medical waste (RMW), asbestos, sewage sludge and other “special handling” municipal wastes as delivered to the gate of the Respondent’s facility. This solicitation is also being conducted to identify and quantify potential support for the administration of a public/private partnership program to be provided to SCCSWA, in accordance with goals and directives being identified in the ongoing planning process.

The purpose of the SOI process is to allow municipal waste from the Counties to be disposed of at one or more licensed/ permitted solid waste processing/ disposal facilities from January 2020 through December 2030, and to solicit and secure support for the administration of other related services. However, it is clearly stated here that SCCSWA **will not** guarantee municipal waste quantities to any one facility. SCCSWA intends to qualify and execute agreements with multiple facilities that meet or exceed all of the minimum qualifying criteria and that are deemed acceptable through SCCSWA’s submittal evaluation 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 tentatively be listed (until a Service Agreement is executed) as Contracted Facilities in the Plan. These facilities will be deemed Contracted Facilities and permitted to accept MSW from Huntingdon, Bedford, and/or Fulton Counties, upon the execution of an appropriate Service Agreement with SCCSWA for the provision of services. The format of this Service Agreement (form of Standard Agreement is included in this SOI) will be one agreement between SCCSWA and each Contracted Facility, for services by the Contracted Facility to counties under SCCSWA’s jurisdiction. Respondents tentatively identified as Contracted Facilities that fail to execute a Service Agreement suitable to SCCSWA (in the opinion of SCCSWA) will be removed from the list of Contracted Facilities.

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.

3. Scope of Services

The work to be performed under this proposed Service Agreement shall consist of providing municipal waste processing and/or disposal capacity assurance and, optionally, provide future support of a public/private partnership with SCCSWA, in accordance with the provisions of this SOI. Each **Respondent MUST: 1) indicate whether (and include ideas how) it might support SCCSWA’s public/private partnership, and 2) confirm its willingness to enter good faith negotiations with SCCSWA to work to identify ways in which the Respondent may potentially support a public/private partnership.** To be clear, the two steps listed immediately above are mandatory components of any response to this SOI, and SCCSWA strongly encourages Respondents to support the waste and recycling management system of SCCSWA. **However, the commitment of support for SCCSWA’s public/private partnership is a**

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 Contracted Facility in the Plan.

Each Respondent is also encouraged to provide donated disposal capacity for non-profit and municipal cleanup activities, such as 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 Huntingdon, Bedford, and/or Fulton Counties must enter an agreement with SCCSWA, committing to 1) deliver waste from the Counties only to Contracted Facilities listed in the Plan or those facilities that are properly permitted for the processing/disposal of waste, and further, agreeing to 2) accurately track and report (to the disposal site that waste is delivered to) the quantities and types of municipal waste accepted and transferred from Huntingdon, Bedford, and/or Fulton Counties, 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 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 SCCSWA, 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. SCCSWA is requesting commitments for the processing/ disposal of MSW, including residential/ commercial/ institutional waste, construction/ demolition (C&D) waste, regulated medical waste (RMW), asbestos, sewage sludge and other “special handling” municipal wastes generated from within Huntingdon, Bedford, and Fulton Counties. SCCSWA requires that Respondents agree to accept the types of waste listed in this paragraph that are generated by the three (3) Counties only at facilities approved by and under agreement with SCCSWA and listed as Contracted Facilities in the Plan.

Each Respondent must guarantee part or all of the disposal capacity identified as needed by SCCSWA for the period that is anticipated to run from January 2020 through December 2030. 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.

SCCSWA 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 SCCSWA sources at Respondent’s facility.

It is anticipated that the Municipal Waste Processing/ Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA Agreement (Service Agreement) will be for a total eleven (11) year term (five (5) year initial and six (6) year renewal), with anticipated initial deliveries in January 2020.

5. Processing/ Disposal Tonnages

It is estimated that SCCSWA will require total worst case disposal capacity annually for approximately 100,000 tons of municipal waste (including residential/ commercial/ institutional waste, C&D waste, recycling tonnage, regulated medical waste, asbestos, sewage sludge and other “special handling” municipal wastes, but excluding SCCSWA residual waste) each year, during the planning period. Table 1-1 presents a historic breakdown of quantities and types of waste that were generated by SCCSWA and disposed between 2014 and 2018.

Table 1-1
MSW Generated Within Huntingdon, Bedford and Fulton Counties
And Disposed of (Net Discards) at Disposal Facilities (2014-2018) ⁽¹⁾

Year	Municipal Waste (tons)	C&D Waste (tons)	Sewage Sludge ⁽²⁾ (tons)	Other Special Handling Waste (tons)	Total Waste Receipts Disposed by SCCSWA (tons)
2014	68,029	1,150	498	173	69,849
2015	67,505	922	1,191	171	69,789
2016	69,562	1,044	957	328	71,891
2017	75,100	1,443	1,069	76	77,689
2018	81,106	3,974	1,196	93	86,369

⁽¹⁾ PADEP - County Waste Destination Reports – 2014-2018.

⁽²⁾ Only landfilled sewage sludge quantities are listed.

A summary of the estimated quantities of residential/ commercial/ institutional waste, and construction/ demolition waste (C&D), excluding other municipal wastes that require “special handling” procedures and excluding residual waste, that are projected to be generated and that will require disposal from SCCSWA through the ten (10) year planning period follows in Table 1-2:

**Table 1-2
Tonnages of SCCSWA MSW Requiring Disposal
(2018-2030)**

Year	Gross Waste Generation (before recycling, tons)	Estimated Net Waste Requiring Disposal (net discards after recycling, tons)
2018 (historical)	108,162	86,369
2019 (estimated)	96,671	76,269
2020	96,984	76,522
2021	97,258	76,738
2022	97,532	76,957
2023	97,806	77,174
2024	98,080	77,391
2025	98,355	77,609
2026	98,629	77,826
2027	98,903	78,044
2028	99,177	78,261
2029	99,451	78,478
2030	99,725	78,696
Total Tons Requiring Disposal, 2020 to 2030 Planning Period	1,081,900	853,698

6. Public/Private Partnership with SCCSWA

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.

This SOI anticipates that the Plan under development will identify SCCSWA's desire to implement a sustainable and/or enhanced public/private partnership, which will satisfy specific goals and strategies to improve recycling, expand recycling opportunities in the Counties, 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 Counties, and similar measures. The provision of a sustainable and/or enhanced public/private partnership in the Plan may require expansion of waste and recycling services currently offered in the Counties.

This SOI requires Respondents to consider, explain, and be willing to further discuss, options of how they may help SCCSWA develop and/or maintain a public/private partnership program serving Huntingdon, Bedford and Fulton Counties. It is anticipated that SCCSWA's understanding of any Respondent-proposed steps to support an public/private partnership program will be identified through both the mandatory responses on this topic in the Respondent's Submission Package, as well as through possible follow-up discussions that may occur between SCCSWA and Respondent representatives during the SOI Submittal review process.

SCCSWA is encouraging 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 supporting a public/private partnership for waste and recyclables management may recognize the following benefits to their operations:

- Increased tonnage at processing/ disposal sites by assuring proper disposal of unrecyclable waste at Contracted Facilities instead of being illegally dumped.
- Diversion of banned materials (such as tires, mercury thermometers & thermostats and yard waste) from landfills.
- Reduced delivery of toxic materials to processing/ disposal sites by providing recycling opportunities for electronics, mercury thermostats & thermometers, compact fluorescent bulbs, HHW, and similar types of materials.
- Reduced wear on collection vehicles and increased safety for collection staff from the removal of HHW materials that can negatively react with decomposing wastes.
- Diversion of organic materials from disposal, through mulching, composting and composting education.
- Possible conservation of landfill capacity through recovery of recyclable commodities.

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 rejected.
- c) Except where specifically allowed in the Submittal Forms, responses should be based on the attached DRAFT Municipal Waste Processing/ Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA Agreement contained herein, should be responsive to the requirements of the SOI, and should be properly completed and signed 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: "SOI Submittal Package, SCCSWA Municipal Waste Processing/ Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA" and shall include one (1) complete original hard

copy of the submission, plus one (1) complete electronic PDF copy of the submission on either a USB flash drive or a computer disk. The original copy must include original signatures of the authorized representative of the facility. Submissions should be delivered to (on behalf of SCCSWA):

Attn: Ashley N. Duncan, P.E.
Project Engineer
3901 Hartzdale Drive
Suite 101
Camp Hill, PA 17011

All submissions shall be delivered to the offices of Barton & Loguidice, D.P.C. at the address listed above no later than 4:00p.m. local prevailing time, on Friday, September 6, 2019.

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 or other entity must include the following:
 - Designate the correct corporate or entity name;
 - Be signed by the president or other authorized officer of the corporation, or entity, and;
 - If applicable, be attested to by the secretary or other authorized officer of the corporation or entity.

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 Huntingdon, Bedford, and Fulton County-generated municipal waste, and will be used to help identify possible optional support, by Respondents for a public/private partnership program to support waste and recyclables management in the Counties. **A primary factor in evaluating 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 Processing/ Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA Agreement.**

B&L will initially review and evaluate each Respondent's Submission Package and will provide recommendations to SCCSWA.

Following the initial review there may be a need for follow-up discussions with Respondents. This process may be used to further clarify proposals and finalize contract terms, including without limitation, possible terms detailing how the Respondent may be willing to support the public/private partnership programs of Huntingdon, Bedford and/or Fulton Counties.

SCCSWA retains the right to tentatively select Contracted Disposal Facilities solely based on the Consultant's initial "Step 1" Submittal reviews and recommendations, without undertaking follow-up "Step 2" discussions with specific Respondents as further described below.

The public release or confidentiality of all data and materials submitted by Respondents is discussed in Section 11 of this SOI. SOI evaluation information and summaries generated by SCCSWA and its consultants will likely be included in the appendices to the Municipal Waste Management Plan, at SCCSWA's sole discretion.

Respondents will be responsible for all costs of responding to this SOI, including follow-up clarifications and meetings.

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

Step 1 - Base Criteria Evaluation—These are the base evaluation criteria:

- 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, via monetary contribution or equivalent in-kind services, SCCSWA's public/private partnership program for the management of waste and recyclables in the Counties, and 2) affirm its willingness to enter good faith negotiations with SCCSWA and its representatives, to work to identify ways in which Respondent may potentially support the public/private partnership.
- The Facility should indicate its willingness annually to donate to SCCSWA's municipal waste disposal capacity for non-profit activities, including, but not limited to, road cleanup adoptions and illegal dump cleanups (**a desired minimum of 10% of Respondent's annual commitment to accept SCCSWA waste, or a minimum of 250 tons per year, is requested**).
- Facility must have a current state-issued waste disposal facility permit, and must have the ability to start accepting municipal waste from SCCSWA no later than January 1, 2020.
- 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 sole opinion of SCCSWA, 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 25% of SCCSWA's estimated gross MSW generation need over the eleven (11) year term (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 25,000 tons of municipal waste per year from SCCSWA over the ten year planning period); and, willingness of the Respondent to commit this capacity (with no minimum delivery guarantee) to SCCSWA through contract. Furthermore, Respondent must have currently permitted and available processing/ disposal capacity to meet its minimum capacity commitments for the full ten-year term. Respondent may propose disposal capacity less than 25% of SCCSWA's estimated gross MSW generation need over the eleven (11) year term. Disposal capacity commitments may be used as an evaluation criteria.
- Respondent must be willing to enter a contract with SCCSWA to provide the processing/ disposal capacity; and, to offer optional future support of a public/private partnership with SCCSWA (if

elected to do so by Respondent) beginning January 2020 and continuing through December 31, 2030.

- If Respondent is a transfer station handling or proposing to handle municipal waste generated from Huntingdon, Bedford and/or Fulton County, it must affirm its willingness to enter an agreement with SCCSWA stating that it 1) commits to deliver waste it receives from the Counties only to Contracted Facilities listed in the Plan or those facilities that are properly permitted for the processing/disposal of waste, and 2) further, agrees to accurately track and report (to the disposal site(s) that the waste is delivered to, and to SCCSWA) the quantities and types of municipal waste accepted and transferred from Huntingdon, Bedford, and/or Fulton Counties to the disposal site(s), based on the county of origin from which the transfer station receives the waste.

Step 2 –Follow-up Discussions/ Clarifications—The second part of the evaluation process may be used to clarify and refine Respondents’ Submittals, and to further identify and discuss ways in which the Respondent may opt to support or enhance the Public/Private Partnership Programs in Huntingdon, Bedford, and/or Fulton Counties. SCCSWA shall take into consideration factors that are deemed to be in the best interest of the Counties and its residents and businesses regarding waste management and recycling in the Counties.

A final contract with a term beginning January 1, 2020 between SCCSWA and each successful Respondent is the objective of this SOI solicitation process. Such contracts and start dates may be contingent upon prior final Plan approval by PADEP.

SCCSWA reserves the right to enter into additional future contracts during the ten (10) year planning period with other sites or facilities meeting its criteria.

SCCSWA reserves the right to waive any and all irregularities, defects, errors or omissions in submissions, and to reject any or all Submittals in response to this SOI, if it so chooses.

10. Qualifications of the Respondents

- a) SCCSWA and its consultants shall have the right to make such investigations as it deems necessary to determine the ability of the Respondent(s) to perform the services required under the Agreement. Upon request by SCCSWA, the Respondent(s) shall furnish and certify all such supporting data and information that SCCSWA may request to demonstrate the Respondent’s qualifications and capabilities to perform the required services over the full term of the Agreement, to provide further clarification to confirm Submittal details, and to allow SCCSWA to confirm responsiveness to the requirements of the SOI.
- b) Respondent(s) may be required to submit financial data, technical qualifications and performance record data prior to the award of any Agreement.

11. Confidentiality

It is noted that SCCSWA is subject to Pennsylvania’s Right to Know Law (65 P.S. Section 67.101 and following). Thus, any response may be publicly disclosed.

12. Timetable

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

Advertisement of SOI Availability	August 2019
Deadline for Requests for SOI Clarifications	August 30, 2019
Submittal Packages Due	September 6, 2019
Initial Response Clarifications	as needed
Evaluation of Submittals	September 2019
Follow-up Clarifications, if needed	September 2019
Contracted Facility Determination (tent.)	October 2019
Execution of SOI Service Agreements	November/December 2019
Commencement of SOI Contract Services	January 1, 2020
County Finalize and Approve County Plan	Winter 2020

13. Inquiries

Please contact Ashley D. Duncan, P.E. of Barton and Loguidice, SCCSWA's designated point of contact for this solicitation and the consultant working on this project, at (717) 737-8326, extension 2316; e-mail address aduncan@bartonandloguidice.com; to ask specific questions regarding this solicitation. All formal inquiries, questions and requests for clarification shall be submitted in writing to Ms. Duncan no later than August 30, 2019. 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.

SUBMITTAL FORM

SUBMITTAL FORM**FOR MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY
AND FUTURE SUPPORT OF A PUBLIC/PRIVATE PARTNERSHIP
SOUTH CENTRAL COUNTIES SOLID WASTE AGENCY (SCCSWA)****Date:** _____**To:** Barton & Loguidice, D.P.C.
3901 Hartzdale Drive, Suite 101
Camp Hill, PA 17011
ATTN: Ashley Duncan P.E., Project Engineer
(on behalf of SCCSWA)**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 Future Support of a Public/Private Partnership with SCCSWA Agreement**, and has completed fully this **Submittal Form for Municipal Waste Processing/Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA** (including the **Disclaimer Statement, Non-Collusion Affidavit** and the **Processing/Disposal Facility Questionnaire**) contained in this Solicitation of Interest dated August 2019.

This Response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. 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 SCCSWA.

If selected by SCCSWA to be listed as a Contracted Facility in the Municipal Waste Management Plan (Plan), the undersigned Respondent agrees to execute and deliver the **Municipal Waste Processing/Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA Agreement**, including the required Certificate of Insurance, to SCCSWA in accordance with all of the terms of this request.

NOTE – TRANSFER STATIONS RESPONDING TO THIS SOI ARE NOT REQUIRED TO COMPLETE AND RETURN THIS SUBMITTAL FORM. THEY ARE ONLY REQUIRED TO SUBMIT A RESPONSE LETTER IN WHICH THEY STATE THEIR COMPLIANCE WITH THE SPECIFIC TERMS OF THE SOI THAT RELATE TO MUNICIPAL WASTE TRANSFER STATIONS, AS DETAILED IN THIS SOI AND AS CONTAINED IN THE ATTACHED DRAFT

MUNICIPAL WASTE TRANSFER STATION AGREEMENT AND ALSO ATTACH A COPY OF THE FACILITY'S OPERATING PERMIT.**1. TYPES AND ESTIMATED QUANTITIES OF WASTE TO BE ACCEPTED**

- a. Does this facility currently accept or intend to accept municipal waste from Huntingdon, Bedford and/or Fulton County sources?

☐ Currently accepts municipal waste from within the boundaries of Huntingdon, Bedford, and/or Fulton County

County(ies) serviced: _____

Reported quantity received in 2018: approximately _____ tons of municipal waste

☐ Makes commitment to accept SCCSWA's municipal waste for the full term agreement

- b. Please check type of facility.

☐ Landfill

☐ Resource recovery facility

☐ Municipal waste composting facility

☐ Other (specify) _____

Facility Name _____

Facility Location _____

County _____ State _____

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 by SCCSWA that will be accepted for processing or disposal during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Allowable Daily Avg. (ADA) as per Permit (tons)	% of ADA Reserved for Municipal Waste Generated in Huntingdon, Bedford, and Fulton Counties (%)	Daily Reserved Capacity (DRC) (tons)	Estimated Working Days per Year (EWD) (Days)	Annual Reserved Capacity (ARC) (Tons)
Conventional Municipal Waste						
Construction/Demolition Waste (C&D)						
Municipal Sewage Sludge						
Regulated Medical Waste (RMW)						
Other (specify) _____						
Other (specify)** _____						

* Please note "All" if there are no specified maximum limits; commitment here is for SCCSWA waste

** 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, list types and other requirements: _____

f. Is Respondent willing to accept Residual Waste at its facility? ☐ Yes ☐ No

If yes, specify tonnage: _____ (tons/day or tons/year, circle one)

If yes, list types and other requirements: _____

- g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies as part of this agreement including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 10% of your annual commitment to accept SCCSWA waste, or a minimum of 250 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events?

☐ Yes ☐ No

If yes, please specify annual tonnage donation: _____ (tons/year)

2. PUBLIC/PRIVATE PARTNERSHIP WITH SCCSWA

As noted in the SOI, Respondents are required to at least consider and share ideas with SCCSWA on the manner in which they may be able to support a public/private partnership for the management of waste and recyclables in the Counties.

- a. Does Respondent agree to indicate whether, and to include ideas (in the response area of this section of the Submittal Form, found below) how it might support a public/private partnership for SCCSWA?
- ☐ Yes
☐ No
- b. Does Respondent affirm its willingness to enter good faith discussions with SCCSWA to work to identify ways in which Respondent may potentially support a public/private partnership for SCCSWA?
- ☐ Yes
☐ No

SCCSWA is looking to Respondents to help identify ways in which it may support a public/private partnership for waste and recyclables management in Huntingdon, Bedford, and Fulton Counties. While provision of these services is an optional component of this SOI, SCCSWA strongly recommends and requests Respondents' support for provision of these services.

Respondents to this SOI should 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 sustainability and/or enhancement and expansion of SCCSWA's Public/Private Partnership Program. Use as many pages as necessary to demonstrate the manner of optional support for the sustainability and/or enhancement of these critical and important components of the Plan.

These optional ideas and concepts provided by Respondents may be further discussed and refined through the follow-up discussions and clarifications with SCCSWA as described in the SOI text.

Response: _____

(Attach additional pages as necessary)

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 Huntingdon, Bedford, and Fulton Counties. The Respondent should **not** include any proposed contribution to a public/private partnership 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**		Regulated Medical Waste (RMW)	
	Price per Ton	Escalation Rate***	Price per Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2020								
2021								
2022								
2023								
2024								
2025								
2026								
2027								
2028								
2029								
2030								

* Anticipated first year of operation under this contract is 2020. [Current contracts expire fall 2019. New contracts are anticipated to begin January 1, 2020.]

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

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

For disposal of other types of wastes listed in Section 1.c, identify the tipping fee rate structure that would be used (first year cost with escalation rates, or future year fixed costs).

Waste Type	(list)		(list)		(list)	
Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**
2020						
2021						
2022						
2023						
2024						
2025						
2026						
2027						
2028						
2029						
2030						

* Respondent acknowledges that the costs presented above reflect 2020 as the anticipated first full year of operation under the contract.

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

Other not-to-exceed proposed rate schedules for materials from Huntingdon, Bedford, and Fulton County, such as bulky waste fees (list item and provide or attach rate structure):

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).

- 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 Huntingdon, Bedford, and Fulton County. Include host community disposal obligations which may be required under 25 PA Code § 272 or other State and Federal regulations (attach additional sheets, if necessary).

- d. **Strength of Commitments and Contingency Plans** – Provide descriptive information on the following matters (attach separate sheets 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) Statement 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 SCCSWA 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 SCCSWA.

- (6) Contingency plans (i.e. backup disposal facilities) for continued processing/ disposal of waste in the event of a reduction in waste processing/ disposal capacity at the proposed disposal facility. **Must provide a minimum of one (1) backup disposal facility, capable of accepting an equivalent amount of waste (or more) as was committed in the minimum guaranteed tonnage commitment, earlier in this SOI. Must provide name and address of back-up facility.**

- (7) Ability and willingness of the Respondent to accept variations in rates of waste delivered from SCCSWA.

- 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 period for negotiations. SCCSWA 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 Future Support of a Public/Private Partnership with SCCSWA Agreement section of this Solicitation of Interest, the Respondent must detail such deviations and/or exceptions in the following section (attach separate sheets, if necessary).

- f. **Days and Hours of Operation** (Receiving Times, under the Municipal Waste Processing/ Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA Agreement - attach additional sheets if necessary):

[illegible]

5. CONSIDERATION OF TERMS AND CONDITIONS OF SOLICITATION OF INTEREST

To: Barton & Loguidice, D.P.C.
3901 Hartzdale Drive, Suite 101
Camp Hill, PA 17011
ATTN: Ashley Duncan P.E., Project Engineer
(on behalf of SCCSWA)

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

 _____ (Contact Person) _____ (Telephone Number)

- a. The undersigned having carefully read and considered the terms and conditions of the Municipal Waste Processing/ Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA Agreement and other documents contained in the Solicitation of Interest package, and being familiar with the local conditions affecting the cost of the work, does hereby propose to furnish all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to provide municipal waste processing/ disposal services in accordance with the Municipal Waste Processing/ Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA Agreement under the conditions and rates hereinafter set forth.

- b. In submitting this response, it is understood that SCCSWA reserves the right to reject any or all submittals, to waive any informalities in any submittal or the solicitation process, and to negotiate any final contract provisions based on the responses submitted.
- c. In submitting this response, undersigned agrees that no Price Proposal may be withdrawn for a period of twelve (12) months after the date for receipt of responses and that all Price Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by SCCSWA.

Date: _____

(Name of Firm)

By: _____

AFFIX CORPORATE SEAL

Title: _____

ATTEST: _____

**HUNTINGDON, BEDFORD AND FULTON COUNTY
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 Respondent entity is formed: _____
10. Approx. Road Mileage from Facility to 233 Penn Street, Huntingdon, PA 16652:

11. Approx. Road Mileage from Facility to 200 South Juliana Street, Bedford, PA 15522:

12. Approx. Road Mileage from Facility to 219 N. Second Street, McConnellsburg, PA 17233:

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 have 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 _____ 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 (2018)
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 per ton or cubic yard)
Municipal Waste (except for types listed below)				
Construction/ Demolition Waste (C&D)				
Sewage Sludge				
Regulated Medical Waste (RMW)				

Waste Type	Permitted Maximum Daily Tons	Permitted Average Daily Tons	Expected Annual Tons	Current Tipping Fee (specify per ton or cubic yard)
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, 2020 and final closure (as currently permitted)?

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

7. What is the facilities current permitted capacity? _____ (CY)

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 _____

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 yes, what is your current contamination rate for recyclables collected? (If it varies by stream, please include average contamination rate across all streams collected)

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 SCCSWA.

6. List the types of recyclable materials collected at your facility and associated marketing arrangements, contracts, or end users.

D. DESCRIPTION OF FACILITY - OTHER THAN LANDFILLS
(add additional pages, if needed)

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

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

☐ CEMS ☐ fabric filter/baghouse ☐ dry scrubber ☐ wet scrubber

☐ Electrostatic precipitator, number of fields = _____

☐ Other: _____

Odor Control: ☐ chemical scrubber ☐ biofilter ☐ other: _____

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

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

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

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 percent, by weight, of waste throughput (excluding bypass).

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

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

If yes, please explain _____

If yes, what is your current contamination rate for recyclables collected? (If it varies by stream, please include average contamination rate across all streams collected)

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

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

10. Has the Owner/Operator submitted or prepared to submit an application for a municipal waste permit modification?

☐ Yes ☐ No

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

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

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

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).

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		
Regulated Medical 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:

3. Design Capacity _____ tons/day
4. MCR Rating _____ tons/day
5. 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 SCCSWA'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):

I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by SCCSWA and its consultants in recommending the award of service agreements for which this Response is submitted, on behalf of SCCSWA. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from SCCSWA 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 SCCSWA 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 _____, 20____.

Company Position

(Notary Public)

My Commission Expires: _____

DISCLAIMER STATEMENT

The Consultant that represents SCCSWA 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 releases and forever discharges the Counties and all others employed by and/or representing SCCSWA 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.

Name of Organization

Name

Title

Date

DRAFT AGREEMENTS

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**MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT**
SOUTH CENTRAL SOLID WASTE AGENCY

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this _____ day of _____, 20____, by and between the South Central Counties Solid Waste Agency of Huntingdon, Bedford, and Fulton Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with each operating a place of business in its respective county seat, hereinafter collectively known as the "South Central Counties Solid Waste Agency" or "SCCSWA", and _____ ("Operator").

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires SCCSWA, as part of its Municipal Waste Management Plan ("SCCSWA Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within Huntingdon, Bedford, and Fulton Counties for a period of at least ten (10) years. On behalf of SCCSWA, Barton & Loguidice, D.P.C. (B&L) has issued a Solicitation of Interest (SOI) to solicit responses from interested parties to negotiate an agreement to provide capacity for processing/ disposal of all or a portion of municipal waste generated by Huntingdon, Bedford, and Fulton Counties, as well as potentially supporting the enhancement and sustainability of integrated waste and recyclables management services for a minimum of ten (10) years, beginning in 2020. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by SCCSWA. 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 Counties governed by SCCSWA.

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

Article 1. General Definitions and Terms

1.1 Definitions

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

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

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

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

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

Bedford County. Bedford County, Pennsylvania

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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.

Fulton County. Fulton County, Pennsylvania

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.

Huntingdon County. Huntingdon County, Pennsylvania

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.

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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 South Central Counties Solid Waste Agency Municipal Solid Waste Management Plan being prepared by or on behalf of SCCSWA, 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.

South Central Counties Solid Waste Agency. Agency responsible for the management of solid waste and recycling generated in Huntingdon, Bedford, and Fulton Counties

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.

Tri-County Area. The area of land which encompasses Huntingdon, Bedford, and Fulton Counties.

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

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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 SCCSWA

SCCSWA represents and warrants that:

- (a) SCCSWA, an agency acting by and through its duly authorized officials to collectively represent Huntingdon, Bedford, and Fulton Counties, political subdivisions of the Commonwealth of Pennsylvania, in solid waste management, has agreed to plan and implement solid waste management and recycling measures through an Act 101 Municipal Waste Management Planning process.
- (b) SCCSWA has the full power, authority and legal right to enter into and perform this Agreement and all other agreements or instruments which they may enter into under any provision of this Agreement.
- (c) This Agreement and each other agreement or instrument entered into by SCCSWA pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the county and will constitute a legal, valid and binding obligation of the county.
- (d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of SCCSWA, threatened against or adversely affecting the ability of SCCSWA to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to SCCSWA 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.

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-
- (c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.
- (d) This Agreement and each other agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by and delivered by the 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 SCCSWA'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 SCCSWA a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to SCCSWA.

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, SCCSWA hereby agrees to include the Operator's Facility in its Plan as a contracted processing/ disposal facility for municipal waste generated in Huntingdon, Bedford, and/or Fulton Counties. The Operator acknowledges that this Agreement is nonexclusive and that SCCSWA 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 SCCSWA and the Operator and at no time during the

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term of this Agreement shall SCCSWA 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) SCCSWA 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 Huntingdon, Bedford, and/or Fulton Counties.
- (b) The Operator shall provide processing and/or disposal capacity as may be needed by SCCSWA for all Acceptable Waste generated within the geographic boundaries of Huntingdon, Bedford, and/or Fulton Counties and that SCCSWA 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 Huntingdon, Bedford, and/or Fulton County residents in small vehicles, if allowed at the Operator's Facility. The Operator and SCCSWA shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.
- (c) The Operator agrees that it is reasonable to expect that, on average, waste haulers will not be required to wait more than twenty (20) minutes at the Operator's Facility before being able to unload.
- (d) The Operator shall not give preference to vehicles owned or operated by the Operator or its affiliates or by any other person.

Article 4. Conditions for the Delivery and Disposal of Waste

4.1 Control Procedures/Weighing of Waste Deliveries

- (a) The Operator shall be required to maintain a scale that conforms to the Pennsylvania Consolidated Weights and Measures Act, 3 Pa.C.S.A. Section 4101 et. seq. or the equivalent if the Operator is a jurisdiction other than Pennsylvania, to weigh all incoming waste. Vehicles of waste haulers of SCCSWA generated material and occasional Huntingdon/Bedford/Fulton County individual residents delivering municipal waste from sources located in the region 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. SCCSWA 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

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Operator may direct vehicles to another certified scale closest to the Operator's Facility. The Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the waste haulers, and the Operator shall use this information to invoice the waste haulers for disposal at the Operator's Facility.

- (c) Operator shall at all times have an approved radioactive materials screening and monitoring system in effect, and shall employ an approved Radiation Protection Action Plan (RPAP) approved by the Department or, if the Operator is in a jurisdiction other than Pennsylvania, as required by the Operator's jurisdiction. The identification and handling of radioactive materials identified by such system shall be handled in accordance with the RPAP and applicable regulatory requirements.

4.2 Receiving Time/Hours of Operation

- (a) The Operator's Facility shall be available to receive waste during the receiving times specified in the Submittal Form for Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Support services, attached hereto and incorporated herein by reference.
- (b) If SCCSWA or a waste hauler requests and the Operator agrees, a waste hauler may deliver waste at times in addition to the specified receiving times at a cost which may exceed the fees specified herein.
- (c) Upon request by SCCSWA, 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, (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 Huntingdon, Bedford, and/or Fulton Counties 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 Huntingdon, Bedford, and/or Fulton County-generated loads of Acceptable Waste.

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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 SCCSWA will be directed to the Operator. In the event the Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, SCCSWA shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

4.5 Title to Municipal or Residual Waste

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

4.6 Permits

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

Article 5. **Reservation of Minimum Capacity**

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

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

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

(b) The Operator at any time may request that SCCSWA release it from its commitment to provide all or part of the reserved capacity required by Article 4(a) of this Agreement for a particular calendar year. Such request shall be in writing and shall set forth the basis for the request. SCCSWA shall in good faith review Operator's request, based on an analysis of data generated by SCCSWA or provided to SCCSWA by the Operator and other municipal waste landfill

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operators, and make a determination within ten (10) business days of receipt of the request. If SCCSWA reasonably determines that the Operator can be released from all or part of its obligation under Article 4(a) without jeopardizing the ability of SCCSWA to ensure sufficient disposal capacity for municipal waste estimated to be generated during that particular calendar year, it shall grant the Operator's request. SCCSWA's decision shall be in writing and mailed to the Operator.

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

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

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

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

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

Article 6. Recordkeeping and Reporting Requirements

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

6.1 Basic Reporting Requirements

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

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

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

The requirements of this subsection may be met by the submission of copies of reports that have been submitted to SCCSWA pursuant to law, if such reports include the information required hereby. Reports should be sent to the respective County of Origin:

Huntingdon County Planning Commission, ATTN: Mark Colussy, Courthouse Annex I, 205 Penn Street, Suite 3, Huntingdon, PA 16652

Fulton County Planning Commissioner, ATTN: Mary K. Seville, 219 N 2nd St. Ste 102, McConnellsburg, PA 17233

Bedford County Planning Commission, ATTN: Donald Schwartz, 200 South Juliana Street, Bedford, Pennsylvania 15522

6.2 Special Reporting Requirements

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

6.3 Administrative Inspections

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

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Article 7. Tipping Fees and Other Charges

7.1 Tipping Fees

- (a) The Operator shall not charge a tipping fee to any SCCSWA waste hauler or occasional individual Huntingdon, Bedford, or Fulton County resident that exceeds the maximum rates for a given calendar year established by this Agreement for each type of waste. Nothing in this Agreement shall prevent the Operator from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Agreement. All rates shall, however, include the following fees: (i) Host municipality fee plus any additional fee negotiated by the host municipality; (ii) Act 101 mandated fee; and (iii) any Growing Greener or other state fees.
- (b) SCCSWA 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 SCCSWA and the Operator mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Agreement.

7.2 Public/Private Partnership Program

TBD

Article 8. Insurance

- (a) The Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverage consistent with all current DEP regulations. SCCSWA 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) SCCSWA 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 SCCSWA with a thirty (30) day notice of cancellation.

Article 9. Indemnification

9.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the SCCSWA, its officers, members, employees, agents, contractors and subcontractors (SCCSWA indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend SCCSWA-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:

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

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

9.2 Cooperation Regarding Claims

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

Article 10. Disputes, Defaults and Remedies

10.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between SCCSWA and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and SCCSWA shall undertake in good faith to resolve the dispute. If the parties cannot resolve the dispute, the parties agree that the venue for the resolution of any disputes shall be either the Court of Common Pleas of Huntingdon County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.

10.2 Events of Default by SCCSWA

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

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- (a) The Operator shall have given written notice to SCCSWA 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 SCCSWA; and
- (b) SCCSWA 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 SCCSWA shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, SCCSWA's failure to complete its cure of the indicated default shall not constitute an event of default for as long as SCCSWA is continuing to take reasonable steps to cure such default within the earliest practicable time.

10.3 Events of Default by Operator

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

10.4 Force Majeure

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

10.5 Waivers

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

Article 11. Term and Termination

11.1 Effective Date

This Agreement shall become effective on January 1, 2020 or, if later, the date that DEP approves the County Plan. The Operator shall begin to accept waste deliveries from Huntingdon, Bedford, and/or Fulton County sources under the terms and conditions of this Agreement on this date.

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11.2 Term of Agreement

The term of this Agreement shall commence on the effective date, and the total length of the Agreement shall be for a minimum of 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 automatically renew at the end of the first term (five (5) years from the effective date), unless SCCSWA has exercised its right to terminate the Agreement or agreed to an alternate Agreement period, by submitting this information to the Operator in writing no less than 30 days prior to the end of the first term. SCCSWA shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

11.3 Effect of Termination

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

Article 12. Miscellaneous

12.1 Assignment

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

12.2 Notices

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,

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or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

Huntingdon County: Huntingdon County Planning Commission
ATTN: Mark Colussy
205 Penn Street, Suite 3
Huntingdon, PA 16652

Operator: TBD

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

12.3 Entire Agreement/Modifications

The provisions of this Agreement, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement between SCCSWA 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. SCCSWA and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

12.4 Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, SCCSWA 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 SCCSWA and Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

12.5 Change of Ownership

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

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12.6 Governing Law

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

12.7 Joint and Severable Liability

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

12.8 Counterparts

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

12.9 No Co-Partnership or Agency

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

12.10 Section Headings/References

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

12.11 Conventions

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending or replacing the statute referred to;
- (d) references to writing include printing, typing, lithography and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;

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- (f) references to persons include their permitted successors and assigns; and
(g) the term including shall mean including without limitation.

12.12 Nondiscrimination

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

12.13 Plan Amendments

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

Article 13. Integrated Waste and Recyclables Management Program Support

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

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

TBD

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

SCCSWA

By: _____

Date: _____

Title: _____

OPERATOR

By: _____

Date: _____

Title: _____

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APPENDIX A

RESERVED CAPACITY

Typical Municipal Solid Waste

YEAR	ADA	x %Res.	= DRC	x EWD	= ARC(T)
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					

Construction & Demolition Waste

YEAR	ADA	x %Res.	= DRC	x EWD	= ARC(T)
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					

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Municipal Sewage Sludge

YEAR	ADA	x %Res.	= DRC	x EWD	= ARC(T)
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					

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

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APPENDIX B

DISPOSAL FACILITY OPERATOR'S PERMIT

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APPENDIX C

ALTERNATE DISPOSAL FACILITY SITE(S)

Disposal Facility	Operator	Municipality/County	Permit No.

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MUNICIPAL WASTE TRANSFER STATION AGREEMENT

Between

Transfer Station and South Central Counties Solid Waste Agency (SCCSWA)

Huntingdon, Bedford, and Fulton Counties, Pennsylvania

In accordance with recommendations to be contained in the 2020 update to the SCCSWA Municipal Waste Management Plan (SCCSWA Plan), municipal waste, including typical municipal waste, construction/ demolition waste, regulated medical waste, and "special handling" municipal wastes that are generated from within the boundaries of Huntingdon, Bedford, and Fulton Counties, must be processed/ disposed at a Contracted Facilities listed in the Plan or those facilities that are properly permitted for the processing/disposal of waste. This Plan is currently under development, and is expected to be finalized and approved in 2020.

This Agreement is made this _____ day of _____, 20__ by and between the South Central Counties Solid Waste Agency of Huntingdon, Bedford, and Fulton Counties Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with each county operating a place of business in its respective county seat, hereinafter collectively known as the "South Central Counties Solid Waste Agency" or "SCCSWA", 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 Huntingdon, Bedford, and Fulton Counties, and that is to be disposed of, will be delivered to the aforementioned Facilities.

Transfer Station agrees to maintain a valid municipal waste transfer permit with the PA Department of Environmental Protection (DEP), or equivalent state agency for out-of-state facilities, 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 SCCSWA, on a quarterly basis on or before the 20th of April, July, October and January) the types and quantities of municipal waste accepted and transferred by Transfer Station from Huntingdon, Bedford, and Fulton Counties to each Disposal 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).

The term of this Agreement shall commence on the effective date, and the total length of the Agreement shall be for a minimum of 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 automatically renew at the end of the first term (five (5) years from the effective date), unless SCCSWA has exercised its right to terminate the Agreement or agreed to an alternate Agreement period, by submitting this information to the Operator in writing no less than 30 days prior to the end of the first term. SCCSWA shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date. If a Facility referenced above should decide to no longer accept waste from the Counties specified, the Transfer Station must discontinue use of (in the case of a facility that terminates services to SCCSWA governed region), or may begin utilizing (in the case of newly permitted Facilities) such Facilities for processing/ disposal of such municipal wastes from Huntingdon, Bedford, and Fulton Counties.

IN WITNESS WHEREOF, the South Central Counties Solid Waste Agency and the Transfer Station have caused this Municipal Waste Transfer Station Agreement to be executed as of the date and year first written.

SOUTH CENTRAL COUNTIES SOLID WASTE AGENCY

By: _____

Date: _____

Title: _____

TRANSFER STATION

By: _____

Date: _____

Title: _____

**SOLICITATION OF INTEREST
for Municipal Waste Disposal Capacity and
Optional Integrated Waste and
Recycling Program Support**

Huntingdon, Bedford and Fulton County (also referred to as SC-SWA), in Southcentral Pennsylvania, is developing a Tri-County Municipal Waste Management Plan in accordance with the provisions of Pennsylvania Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act. As required in the Act, the Counties have prepared a Solicitation of Interest (SOI) for the purpose of obtaining ten (10+) year commitments, beginning on January 1, 2020 and continuing through December 31, 2030, with renewal options, for disposal capacity for the municipal waste (MSW) generated within Huntingdon, Bedford and Fulton Counties during that period. The waste facilities to be considered in the Tri-County Plan Update must be permitted and fully available for use prior to January 1, 2020. SOI Respondents are also asked to consider supporting the sustainability of integrated waste and recycling programs in Huntingdon, Bedford and Fulton County. Transfer Stations wishing to be included in the Tri-County Solid Waste Management Plan, who handle municipal waste (MSW) from any of the Counties, should also request submission requirements from Ms. Duncan, whose information is provided below. To obtain a hard copy or electronic copy of the SOI, please email Ms. Ashley N. Duncan, P.E. at aduncan@bartonandloguidice.com. Submittals are due no later than 4:00 p.m. E.S.T. on Friday August 30, 2019.

My commission expires

MY COMMISSION EXPIRES

FIRST MONDAY IN
JANUARY 2022

PROOF OF PUBLICATION
STATE OF PENNSYLVANIA, COUNTY OF FULTON, ss:

Jamie Greathead, being duly sworn, deposes and says: that The Fulton County News was established in 1899, that it is a weekly newspaper of general circulation, published weekly, as defined by the Act of Assembly approved May 16, 1929, P.L. 1929, page 784, and that its place of business is McConnellsburg Borough, Fulton County, Pennsylvania, and that the attached printed notice is a copy of the legal advertisement, exactly as printed in the said publication in its issue of 7-25-19, 8-1-19, 8-8-19. That the affiant is not interested in the subject matter of the advertisement or advertising and that I, Jamie Greathead, am the publisher of The Fulton County News and that all allegations of the statement as to the time, place and character of publication are true.

this

D, 20

12
19
Jamie Greathead
Deputy
Prokary

of Coen Markets, Inc., 1000 Philadelphia Street, Canonsburg, PA 15317, submitted a Revised Remedial Action Plan concerning remediation of soil and groundwater contaminated with petroleum products. The Revised Remedial Action Plan was acceptable to meet the Site-Specific Standard and was approved by DEP on July 16, 2019.

Northwest Region: Environmental Cleanup Program Manager, 230 Chestnut Street, Meadville, PA 16335-3481.

Sunoco 0002 1592, Storage Tank Facility ID # 32-20293, 300 North 4th Street, Indiana Borough, **Indiana County**. Groundwater and Environmental Services, Inc., 301 Commerce Park Drive, Cranberry Township, PA 16066, on behalf of Evergreen Resources Management Operations, 2 Righter Parkway, Suite 120, Wilmington, DE 19803, submitted a Remedial Action Completion Report concerning remediation of soil and groundwater contaminated with benzene, naphthalene, 1,2,4 trimethylbenzene, 1,3,5 trimethyl benzene, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo (g,h,i)perylene, indeno(1,2,3-cd)pyrene, and lead. The Remedial Action Completion Report demonstrated attainment of the Statewide Health Standard and was approved by DEP on July 10, 2019.

SPECIAL NOTICES

Notice of Request for Solicitation of Interest for Municipal Solid Waste Disposal Capacity

The following notice(s) is placed through the Department of Environmental Protection as required by Section 502(d) of Act 101 of 1988: the Municipal Waste Planning, Recycling and Waste Reduction Act.

Luzerne County, in Northeast Pennsylvania, is updating its County Municipal Waste Management Plan in accordance with the provisions of Pennsylvania Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act. As required in the Act, the County has prepared a Solicitation of Interest (SOI) for the purpose of obtaining ten (10) year commitments, beginning on January 1, 2021 and continuing through December 31, 2030, for disposal capacity for the municipal waste (MSW) generated within Luzerne County during that period. The waste facilities to be considered in the County Plan Update must be permitted and fully available for use prior to January 1, 2021. SOI Respondents are also asked to consider supporting the sustainability of integrated waste and recycling programs in Luzerne County. Transfer Stations wishing to be included in the Luzerne County Solid Waste Management Plan, who handle municipal waste (MSW) from Luzerne County, should also request submission requirements from Ms. Duncan, whose information is provided below. To obtain a hard copy or electronic copy of the SOI, please email Ms. Ashley N. Duncan, P.E. at aduncan@bartonandloguidice.com. Submittals are due no later than 4:00 p.m. E.S.T. on Friday August 30, 2019.

Huntingdon, Bedford and Fulton County (also referred to as SCSWA), in Southcentral Pennsylvania, are developing a Tri-County Municipal Waste Management

Plan in accordance with the provisions of Pennsylvania Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act. As required in the Act, the Counties have prepared a Solicitation of Interest (SOI) for the purpose of obtaining ten (10+) year commitments, beginning on January 1, 2020 and continuing through December 31, 2030, with renewal options, for disposal capacity for the municipal waste (MSW) generated within Huntingdon, Bedford and Fulton Counties during that period. The waste facilities to be considered in the Tri-County Plan Update must be permitted and fully available for use prior to January 1, 2020. SOI Respondents are also asked to consider supporting the sustainability of integrated waste and recycling programs in Huntingdon, Bedford and Fulton County. Transfer Stations wishing to be included in the Tri-County Solid Waste Management Plan, who handle municipal waste (MSW) from any of the Counties, should also request submission requirements from Ms. Duncan, whose information is provided below. To obtain a hard copy or electronic copy of the SOI, please email Ms. Ashley N. Duncan, P.E. at aduncan@bartonandloguidice.com. Submittals are due no later than 4:00 p.m. E.S.T. on Friday August 30, 2019. 133

[Pa.B. Doc. No. 19-1181. Filed for public inspection August 2, 2019, 9:00 a.m.]

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Advertising Invoice

Bedford Gazette
Shoppers Guide Weekend Edition
P.O. Box 671
Bedford, PA 15522
phone (814) 623-1151 fax (814) 623-5055

1

Mark Colussy
Huntingdon County Planning
Commission
205 Penn St
Suite 3
HUNTINGDON, PA 16652

Customer : 03103119-000
Phone : (814)643-5091
Date : 09/10/19
Page : 1

Date	Reference #	Type	Description	Runs	Lines	Inches	Total
07/29/19	03631170-001	c	Printing error				-113.18
08/11/19	03631170-001	i	240A Solicitation of Interest	3	56	4.65	344.77
08/12/19	03631170-002	i	240A Solicitation of Interest	2	56	4.65	113.18

Remarks

Please remit copy with payment

Sub Total: 344.77

Discounts: 0.00

Total Due: 344.77

Current	344.77	1-30	0.00	31-60	0.00	61-90	0.00	91+	0.00
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**Solicitation of Interest
for Municipal Waste
Disposal Capacity and
Optional Integrated Waste and
Recycling Program Support**

Huntingdon, Bedford and Fulton County (also referred to as SCSWA), in South-central Pennsylvania, is developing a Tri-County Municipal Waste Management Plan in accordance with the provisions of Pennsylvania Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act. As required in the Act, the Counties have prepared a Solicitation of Interest (SOI) for the purpose of obtaining ten (10+) year commitments, beginning on January 1, 2020 and continuing through December 31, 2030, with renewal options, for disposal capacity for the municipal waste (MSW) generated within Huntingdon, Bedford and Fulton Counties during that period. The waste facilities to be considered in the Tri-County Plan Update must be permitted and fully available for use prior to January 1, 2020. SOI Respondents are also asked to consider supporting the sustainability of integrated waste and recycling programs in Huntingdon, Bedford and Fulton County. Transfer Stations wishing to be included in the Tri-County Solid Waste Management Plan, who handle municipal waste (MSW) from any of the Counties, should also request submission requirements from Ms. Duncan, whose information is provided below. To obtain a hard copy or electronic copy of the SOI, please email Ms. Ashley N. Duncan, P.E. at aduncan@bartonandloguidice.com. Submittals are due no later than 4:00 p.m. E.S.T. on Friday August 30, 2019.

PROOF OF PUBLICATION

State of Pennsylvania,

Bedford County

ss:

Joseph A. Beegle, being duly sworn, deposes and says: That the Bedford Gazette was established in 1805 and that it is a daily newspaper of general circulation, published every morning except Sunday, as defined by the Act of Assembly approved May 16, 1929, P.O. 1929, page 784. That its place of business is Bedford Borough, Bedford County, Pennsylvania, and that the attached printed notice is a copy of the Public Notice advertisement exactly as printed in the said publication in its issue of July 28, 2019

August 4, 2019

August 11, 2019

That the affiant is not interested in the subject matter of the advertisement or advertising and that he, Joseph A. Beegle is the Publisher of the Bedford Gazette and that all allegations of the statement as to the time, place and character of publication are true.

Joseph A. Beegle

Sworn and subscribed to before me this 10th

Day of September A.D. 2019

Teresa Logsdon (SEAL)

Commonwealth of Pennsylvania - Notary Seal
TERESA LIN LOGSDON - Notary Public
Bedford County
My Commission Expires Apr 3, 2023
Commission Number 1344095

Proof of Publication of Legal Notice

In Accordance with the Provisions of "Newspaper Advertising Act"
approved May 16, 1929, P.L. 1784, as amended

Proof of Publication

VS.

State of Pennsylvania
County of Huntingdon

SS:

Copy of Notice or
Advertisement

MISCELLANEOUS LEGAL NOTICE

**Solicitation of Interest
for Municipal Waste Disposal Capacity and
Optional Integrated Waste and Recycling Program
Support**

Huntingdon, Bedford and Fulton County (also referred to as SCSWA), in Southcentral Pennsylvania, is developing a Tri-County Municipal Waste Management Plan in accordance with the provisions of Pennsylvania Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act. As required in the Act, the Counties have prepared a Solicitation of Interest (SOI) for the purpose of obtaining ten (10+) year commitments, beginning on January 1, 2020 and continuing through December 31, 2030, with renewal options, for disposal capacity for the municipal waste (MSW) generated within Huntingdon, Bedford and Fulton Counties during that period. The waste facilities to be considered in the Tri-County Plan Update must be permitted and fully available for use prior to January 1, 2020. SOI Respondents are also asked to consider supporting the sustainability of integrated waste and recycling programs in Huntingdon, Bedford and Fulton County. Transfer Stations wishing to be included in the Tri-County Solid Waste Management Plan, who handle municipal waste (MSW) from any of the Counties, should also request submission requirements from Ms. Duncan, whose information is provided below. To obtain a hard copy or electronic copy of the SOI, please email Ms. Ashley N. Duncan, P.E. at aduncan@bartonandquigley.com. Submittals are due no later than 4:00 p.m. E.S.T. on Friday August 30, 2019.

JODY HALL, being duly sworn according to law, deposes that she is ADMINISTRATIVE ASSISTANT of The Daily News, a newspaper of general circulation in Huntingdon County, Published at Huntingdon, Pennsylvania, daily established in 1922 and that the legal notice attached hereto and made part hereof was published in said Newspaper ; that the affiant is not interested in any manner in the subject matter of said notice or advertisement, and that all of the allegations contained herein as to the time, place and character of the said publication are true and correct.

July 27, 2019

August 3, 2019

August 10, 2019

Jody Hall

Sworn to and subscribed before me this
day of *September*

A.D., 2019

My Commission expires

Commonwealth of Pennsylvania - Notary Seal
CAROL ANN CUTSHALL - Notary Public
Huntingdon County
My Commission Expires May 30, 2023
Commission Number 1034133

Carol Ann Cutshall

Statement of Advertising Costs

To Huntingdon County Planning & Development

For	July 27, August 3 & August 10,	2019	\$220.00
pub-			
lishing Notice or Advertisement attached hereto on above			
dates			\$ 5.25
Probating same	PROOF OF PUBLICATION		\$225.25

Total

Publisher's Receipt for Advertising Costs

The Daily News, by the publisher or authorized representative whose signature follows, hereby acknowledges receipt of the aforesaid advertising and probation costs and certifies that the same have been fully paid.

THE DAILY NEWS

By

NORTHLAND TRUCK SALES



Olympic Sales (ND)
E-Mail: olympic@i29.net
Pictures Available @
www.northlandtrucksales.com

CALL GREG TODAY!
701-281-8221

2019 FREIGHTLINER M2 106

w/New Way 20 Yd. Cobra



2019 FREIGHTLINER 470 DETROIT

Automatic, 20/46,
Ampliroll 50K Hooklift



ALSO AVAILABLE:

2019 FREIGHTLINER M2 106

w/New Way 20 Yd. Cobra &
3 Attachments!

2019 FREIGHTLINER M2 106

w/New Way 25 Yd. Cobra
Magnum, All 3 Attachments!

2019 PETERBILT 337

with New Way
20 Yard Cobra & All 3 Attachments

2019 PETE 520

w/ New Way 31 Yd.
Automated Side Loader

2019 FREIGHTLINER 114 SD

470 HP Detroit, Allison, 20,000 Front,
46,000 Rear, w/Ampliroll 50K
Hooklift & Roll Rite Auto Tarper

2019 M2 106 FREIGHTLINER

with 50K
Ampliroll Hooklift & Roll Rite Auto Tarper

NEW! GREAT LAKE 2 AXLE PUP

2019 PETERBILT 567 with 50K
Ampliroll Hooklift & O'Brian Diablo Tarper

2019 FREIGHTLINER DUAL DRIVE

with New Way 31 Yd. Automated Side Loader

2007 IH

with 25 Yd. Leach 2R3, Reaving
Winch & Kickbar

2006 IH

with Labrie Minimax Automated

2005 IH 4300

with Heil 13 Yd. RL with
Kick Bar and Reaving Cylinder

1996 FORD L8000

with 50K Ampliroll
Hooklift & Roll Rite Tarper

2007 PETERBILT 365

with NEW 50K Ampliroll Hooklift & Roll Rite Auto Tarper

CLICK HERE FOR MORE INFORMATION!

SOLICITATION OF INTEREST

FOR MUNICIPAL WASTE DISPOSAL CAPACITY AND OPTIONAL INTEGRATED WASTE AND RECYCLING PROGRAM SUPPORT

Luzerne County, in Northeast Pennsylvania, is updating its County Municipal Waste Management Plan in accordance with the provisions of Pennsylvania Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act. As required in the Act, the County has prepared a Solicitation of Interest (SOI) for the purpose of obtaining ten (10) year commitments, beginning on January 1, 2021 and continuing through December 31, 2030, for disposal capacity for the municipal waste (MSW) generated within Luzerne County during that period. The waste facilities to be considered in the County Plan Update must be permitted and fully available for use prior to January 1, 2021. SOI Respondents are also asked to consider supporting the sustainability of integrated waste and recycling programs in Luzerne County. Transfer Stations wishing to be included in the Luzerne County Solid Waste Management Plan, who handle municipal waste (MSW) from Luzerne County, should also request submission requirements from Ms. Duncan, whose information is provided below. To obtain a hard copy or electronic copy of the SOI, please e-mail

Ms. Ashley N. Duncan, P.E. at
aduncan@bartonandloguidice.com.
Submittals are due no later than 4:00 p.m. E.S.T. on
Friday August 30, 2019.

CLICK HERE FOR MORE INFORMATION!



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SOLICITATION OF INTEREST

FOR MUNICIPAL WASTE DISPOSAL CAPACITY AND OPTIONAL INTEGRATED WASTE AND RECYCLING PROGRAM SUPPORT

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Ms. Ashley N. Duncan, P.E. at
aduncan@bartonandloguidice.com. Submittals are
due no later than 4:00 p.m. E.S.T. on
Friday August 30, 2019.

CLICK HERE FOR MORE INFORMATION!

FRONT LOAD DUMPSTERS WANTED!

2, 4, 6, 8 YARDS IN ANY CONDITION!

CALL JOHN @ 256-508-6000 johnthekidd@aol.com

CLICK HERE FOR MORE INFORMATION!

Table 1 – SOI Completeness Summary

Table 1
SCCSWA Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity
Completeness Review

[illegible]

Table 1
SCCSWA Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity
Completeness Review

Respondent	Wayne Township Landfill	Laurel Highlands Landfill	Mountainview Reclamation Landfill	Southern Alleghenies Landfill	Sandy Run Landfill	Mostoller Landfill	Cumberland Landfill	Barner Site Municipal Waste Transfer Station	Altoona Transfer Station	Dale Summit Transfer Station
10. Does respondent affirm its willingness to enter good faith negotiations with SCCSWA to work to identify ways in which respondent may potentially support a public/private partnership for SCCSWA	yes	yes	yes	yes	yes	yes	yes			
11. Notarized Non-Collusion Affidavit	X	X	X	X	X	X	X			
12. Landfill Questionnaire										
Background Information	X	X	X	X	X	X	X			
Permit Information	X	X	X	X	X	X	X			
Description of Facility	X	X	X	X	X	X	X			
Expansion Plans	X ³	N/A	N/A	N/A	X ¹⁴	X ¹⁴	X ¹⁴			
13. Resource Recovery/Other Processing Facility Questionnaire										
Background Information										
Permit Information										
Description of Facility										
Expansion Plans										
14. Transfer Station Submission										
Deliver waste from the Region only to Designated Facilities listed in the SCCSWA Plan								X	X	X
Agreeing to accurately track and report the quantities and types of municipal waste accepted and transferred from the County, by county of origin from which the transfer station receives the waste.								X	X	X
Agreeing to submit a copy of your current transfer station operating permit								X	X	X

= Shading indicates that proposal is missing this information.
N/A= Not applicable

Notes:

1. There are no obligations currently that commit airspace to other parties. However, we make airspace available to other parties by being listed as approved facilities on County Plans throughout the Commonwealth.
2. The Clinton County Solid Waste Authority has a Contingency Solid Waste Disposal Agreement (see attachment G) with the County of Lycoming in the event of a reduction in waste processing/disposal capacity.
3. On September 14, 2010, Wayne Township Landfill received a permit from PADEP to redevelop their closed Northside Landfill. Construction of the first disposal field was completed in late 2012. The second disposal field was construction during 2014. The balance of the Northside landfill will be constructed over the next 8-10 years. (See attachment C)
4. Bedford, Blair, Cambria, Huntingdon, Indiana, Clearfield, Jefferson, Mifflin, Somerset, and Westmoreland Counties. Laurel Highlands Landfill has a host agreement with Jackson Township, Cambria County.
5. Backup disposal facilities include Southern Alleghenies Landfill and Mountain View Reclamation Landfill.
6. Antrim and Montgomery Townships, Adam, Cumberland and Franklin Counties.
7. Backup disposal facilities include Laurel Highlands Landfill and Southern Alleghenies Landfill.
8. Bedford, Blair, Cambria, Huntingdon, Indiana, Luzerne, Somerset & Westmoreland Counties. Southern Alleghenies Landfill has a host agreement with Conemaugh Township, Somerset County.
9. Backup disposal facilities include Laurel Highlands Landfill and Mountain View Reclamation Landfill.
10. NOV dated 8/25/14 for water drainage and soil staining on closed and capped portion of the landfill. Status: Open.
11. Cumberland, Snyder, Mifflin, Juniata, Franklin, Montgomery, Perry and Northampton.
12. As part of Advanced Disposal Services, contingency includes Mostoller Landfill and Cumberland County Landfill.
13. Advanced Disposal Services reserves the right to review and adjust rates indicated in SOI to account for any changes in taxes or fees as well as any amounts requested by SCCSWA.
14. Expansion of solid waste facility in PA cannot be submitted for PADEP approval until 5 years or less of capacity remains.
15. Somerset County Waste up to 100%. Cambria County Waste up to 100 TPD.
16. Cumberland County Landfill and Sandy Run.
17. No past or pending lawsuits or regulatory actions which would impact our ability to perform under this contract; five-year compliance history is attached.
18. Adams, Cumberland, Dauphin (C&D only), Monroe, Montgomery, Perry, Snyder, Franklin, Juniata, Mifflin, and Northampton.
19. As part of Advanced Disposal Services, contingency includes Mostoller Landfill and Sandy Run Landfill.

Table 2 – SOI Response Ceiling Tipping Fees

Table 2
SCCSWA Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity
Ceiling Tipping Fees at Disposal Sites Submitted by Respondent

Municipal Solid Waste

	Wayne Township Landfill ¹	Laurel Highlands Landfill	Mountainview Reclamation Landfill	Southern Alleghenies Landfill	Sandy Run Landfill ²	Mostoller Landfill ²	Cumberland County Landfill ²	Barner Site Municipal Waste Transfer Station ³	Altoona Transfer Station ³	Dale Summit Transfer Station ³
	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
Year 1 - 2020	\$55.00	\$97.09	\$92.65	\$101.72	\$90.00	\$90.00	\$90.00	N/A	N/A	N/A
Year 2 - 2021	\$56.65	\$101.95	\$97.28	\$106.81	4%	4%	4%	N/A	N/A	N/A
Year 3 - 2022	\$58.35	\$107.05	\$102.15	\$112.15	4%	4%	4%	N/A	N/A	N/A
Year 4 - 2023	\$60.10	\$112.40	\$107.26	\$117.76	4%	4%	4%	N/A	N/A	N/A
Year 5 - 2024	\$61.90	\$118.02	\$112.62	\$123.65	4%	4%	4%	N/A	N/A	N/A
Year 6 - 2025	\$63.76	\$123.92	\$118.25	\$129.83	4%	4%	4%	N/A	N/A	N/A
Year 7 - 2026	\$65.67	\$130.11	\$124.16	\$136.32	4%	4%	4%	N/A	N/A	N/A
Year 8 - 2027	\$67.64	\$136.62	\$130.37	\$143.14	4%	4%	4%	N/A	N/A	N/A
Year 9 - 2028	\$69.67	\$143.45	\$136.89	\$150.29	4%	4%	4%	N/A	N/A	N/A
Year 10 - 2029	\$71.76	\$150.62	\$143.73	\$157.81	4%	4%	4%	N/A	N/A	N/A
Year 11 - 2030	\$73.91	\$158.16	\$150.92	\$165.70	4%	4%	4%	N/A	N/A	N/A

Construction and Demolition Waste

	Wayne Township Landfill ¹	Laurel Highlands Landfill	Mountainview Reclamation Landfill	Southern Alleghenies Landfill	Sandy Run Landfill ²	Mostoller Landfill ²	Cumberland County Landfill ²	Barner Site Municipal Waste Transfer Station ³	Altoona Transfer Station ³	Dale Summit Transfer Station ³
	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
Year 1 - 2020	\$55.00	\$115.72	\$92.65	\$101.72	\$90.00	\$90.00	\$90.00	N/A	N/A	N/A
Year 2 - 2021	\$56.65	\$121.51	\$97.28	\$106.81	4%	4%	4%	N/A	N/A	N/A
Year 3 - 2022	\$58.35	\$127.58	\$102.15	\$112.15	4%	4%	4%	N/A	N/A	N/A
Year 4 - 2023	\$60.10	\$133.96	\$107.26	\$117.76	4%	4%	4%	N/A	N/A	N/A
Year 5 - 2024	\$61.90	\$140.66	\$112.62	\$123.65	4%	4%	4%	N/A	N/A	N/A
Year 6 - 2025	\$63.76	\$147.69	\$118.25	\$129.83	4%	4%	4%	N/A	N/A	N/A
Year 7 - 2026	\$65.67	\$155.08	\$124.16	\$136.32	4%	4%	4%	N/A	N/A	N/A
Year 8 - 2027	\$67.64	\$162.83	\$130.37	\$143.14	4%	4%	4%	N/A	N/A	N/A
Year 9 - 2028	\$69.67	\$170.97	\$136.89	\$150.29	4%	4%	4%	N/A	N/A	N/A
Year 10 - 2029	\$71.76	\$179.52	\$143.73	\$157.81	4%	4%	4%	N/A	N/A	N/A
Year 11 - 2030	\$73.91	\$188.50	\$150.92	\$165.70	4%	4%	4%	N/A	N/A	N/A

Sewage Sludge

	Wayne Township Landfill ¹	Laurel Highlands Landfill	Mountainview Reclamation Landfill	Southern Alleghenies Landfill	Sandy Run Landfill ²	Mostoller Landfill ²	Cumberland County Landfill ²	Barner Site Municipal Waste Transfer Station ³	Altoona Transfer Station ³	Dale Summit Transfer Station ³
	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
Year 1 - 2020	\$55.00	\$115.72	\$92.65	\$101.72	\$90.00	\$100.00	\$100.00	N/A	N/A	N/A
Year 2 - 2021	\$56.65	\$121.51	\$97.28	\$106.81	4%	4%	4%	N/A	N/A	N/A
Year 3 - 2022	\$58.35	\$127.58	\$102.15	\$112.15	4%	4%	4%	N/A	N/A	N/A
Year 4 - 2023	\$60.10	\$133.96	\$107.26	\$117.76	4%	4%	4%	N/A	N/A	N/A
Year 5 - 2024	\$61.90	\$140.66	\$112.62	\$123.65	4%	4%	4%	N/A	N/A	N/A
Year 6 - 2025	\$63.76	\$147.69	\$118.25	\$129.83	4%	4%	4%	N/A	N/A	N/A
Year 7 - 2026	\$65.67	\$155.08	\$124.16	\$136.32	4%	4%	4%	N/A	N/A	N/A
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Regulated Medical Waste

Bulky Waste

Asbestos/Contaminated Waste

[illegible]

Table 2 - cont.
SCCSWA Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity
Ceiling Tipping Fees at Disposal Sites Submitted by Respondent

Residual

	Wayne Township Landfill ¹	Laurel Highlands Landfill	Mountainview Reclamation Landfill	Southern Alleghenies Landfill	Sandy Run Landfill ²	Mostoller Landfill ²	Cumberland County Landfill ²	Barner Site Municipal Waste Transfer Station ³	Altoona Transfer Station ³	Dale Summit Transfer Station ³
	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
Year 1 - 2020	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 2 - 2021	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 3 - 2022	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 4 - 2023	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 5 - 2024	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 6 - 2025	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 7 - 2026	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 8 - 2027	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 9 - 2028	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 10 - 2029	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 11 - 2030	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Contaminated Soil

	Wayne Township Landfill ¹	Laurel Highlands Landfill	Mountainview Reclamation Landfill	Southern Alleghenies Landfill	Sandy Run Landfill ²	Mostoller Landfill ²	Cumberland County Landfill ²	Barner Site Municipal Waste Transfer Station ³	Altoona Transfer Station ³	Dale Summit Transfer Station ³
	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
Year 1 - 2020	\$55.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 2 - 2021	\$56.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 3 - 2022	\$58.35	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 4 - 2023	\$60.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 5 - 2024	\$61.90	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 6 - 2025	\$63.76	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 7 - 2026	\$65.67	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 8 - 2027	\$67.64	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 9 - 2028	\$69.67	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 10 - 2029	\$71.76	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 11 - 2030	\$73.91	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

N/A: Proposer did not submit prices for this waste type; this waste type will not be processed at the facility.

SOI submitted after deadline

Notes:

1. Annual escalation rate, 3%
2. Annual escalation rate, 4%
3. Transfer Station Max. Tip Fee Submission Not Required by SOI.

Table 3 – Back-Up Disposal Facilities

**TABLE 3 – SOLICITATION OF INTEREST (SOI) BACK-UP DISPOSAL FACILITIES
FOR WASTE DISPOSAL CAPACITY – HUNTINGDON, BEDFORD AND FULTON COUNTY**

	Disposal Facility (Respondent)	Proposed Back-Up Facility
1	Wayne Township LF	Lycoming County Landfill
2	Laurel Highlands LF	Southern Alleghenies Landfill and Mountain View Reclamation Landfill
3	Mountain View Reclamation LF	Laurel Highlands Landfill and Southern Alleghenies Landfill
4	Southern Alleghenies LF	Laurel Highlands Landfill and Mountain View Reclamation Landfill
5	Sandy Run LF	Mostoller Landfill and Cumberland County Landfill
6	Mostoller LF	Cumberland County Landfill and Sandy Run Landfill
7	Cumberland LF	Mostoller Landfill and Sandy Run Landfill

Draft Recommendations Memo

MEMORANDUM

TO: SCCSWA SWAC Committee Members
Bedford County Commissioners
Fulton County Commissioners
Huntingdon County Commissioners
Bedford County Solicitor
Fulton County Solicitor
Huntingdon County Solicitor
Bedford County Planning Department
Fulton County Planning Department
Huntingdon County Planning Department

FROM: Ashley N. Duncan, P.E.
Project Engineer
Barton & Loguidice, D.P.C.

DATE: October 29, 2019

RE: SCCSWA Municipal Waste Management Plan – 2021 Update
Solicitation of Interest for Municipal Waste Processing/ Disposal Capacity
SOI Submissions, B&L Tabulations and Recommendations
Recommendations for Selection of Disposal Facilities

BACKGROUND

A Solicitation of Interest (SOI) document was prepared by Barton & Loguidice (B&L), under contract with Huntingdon County, on behalf of SCCSWA, seeking submissions from waste processing/ disposal facilities that meet minimum requirements and are willing to commit up to ten years of processing/ disposal capacity for acceptance of Bedford, Fulton and Huntingdon County's municipal waste, as required by the PA Act 101 County Municipal Waste Planning Process. This SOI document also asked Respondents to indicate their willingness to enter further discussions, outside of the SOI process, regarding continuation of the current public/private partnership with SCCSWA that supports waste management and recycling collection throughout the Counties. The SOI contained minimum criteria under which Submittals were reviewed in a "pass-fail" screening process, in which items such as minimum quantity and duration guarantees for disposal capacity assurance and other items were evaluated for compliance with the

requirements of the SOI. Any facility that “passed” the screening process became eligible for further consideration by SCCSWA, at their option, to enter a disposal contract with the SCCSWA to provide processing/ disposal services.

Transfer stations handling municipal waste from Bedford, Fulton and/or Huntingdon County were also asked in the SOI to make a simplified response, committing to proper identification of transferred municipal waste by original county of origin of the waste, agreeing to deliver municipal waste to approved processing/ disposal facilities in the Regional Plan, and agreeing to enter a contract with SCCSWA to confirm these points.

The above-referenced Solicitation of Interest document was prepared and advertised for release in August of 2019 in the PA Bulletin, three local papers and the nationally circulated Waste Advantage trade publication. In addition, direct SOI release announcements were mailed to facilities that had accepted a significant amount of municipal waste, annually, from Bedford, Fulton and/or Huntingdon County over the past several years, and to other landfills and transfer stations that were known to be serving the geographic region.

A total of seven (7) landfills and three (3) transfer stations submitted responses to the SOI.

REVIEW OF SUBMITTALS AND COMPLETENESS

A review and initial evaluation of submissions was conducted by B&L. Submission information was tabulated in multiple tables, which are attached. Table 1 contains a summary of Submittal information and completeness details from each of the landfills and transfer stations that responded to the SOI. Table 1 also contains footnotes that clarify Respondents' positions on certain items. Table 2 contains ceiling tip fees that each disposal facility has committed to offer for disposal of SCCSWA municipal waste over the next ten (10) years. (Note that these ceiling tip fees do not necessarily reflect the rates that will actually be charged at the facility, just the maximum fees that could be charged by contract each year, over the agreement period).

These ceiling tipping fees also do not include the transportation costs for delivery of material to the facilities, which will usually be higher for facilities located further from Bedford, Fulton and/or Huntingdon County.

Table 3 presents a list of the proposed backup/ bypass processing/ disposal facilities that each of the Proposers has indicated it will use if needed to meet contractual commitments with SCCSWA during emergencies.

Table 1 summarizes the Submittal information received from Respondents. Deficiencies in some portions of Submittals are noted below:

1. Mountain View Reclamation Landfill committed less than the 25,000 tons per year, as required in the SOI (10,000 TPY).

ELIGIBILITY FOR CONSIDERATION FOR A CONTRACT WITH SCCSWA

The three transfer stations that responded to the SOI provided a cover letter stating that they will abide by the conditions identified in the SOI. The transfer station responses document their conformance to the SOI and Plan Update process and their commitment to follow the requirements of the SOI for transfer stations. Additionally, Waste Management's Altoona Transfer Station provided a signed DRAFT Transfer Station Agreement.

Based on the evaluation criteria, all of the respondents met the minimum requirements of the SOI, except for Mountain View Reclamation Landfill, and are eligible for potential inclusion in the Plan Update.

B&L structured the SOI, as directed by the Planning Department for each County, Solicitor and PADEP, such that 1) as few as one disposal site could be placed under contract with SCCSWA (to meet the PADEP disposal capacity assurance requirement in Act 101), 2) the Plan Update could be structured to allow municipal waste from the Counties to be delivered to the contracted site(s) or to any processing/ disposal site with a valid operating permit issued by the state in which the facility is located, so long as the facility is named in the Plan Update or 3) the Plan Update could be structured to allow municipal waste from the Counties to be delivered to any properly permitted waste disposal/processing facility. SCCSWA retains, within the wording in the SOI, the flexibility of contracting with one or multiple disposal sites to secure the required MSW disposal capacity for ten (10) years by Bedford, Fulton and Huntingdon County. Further, the intent of the SOI is to contract with all transfer stations that handle SCCSWA MSW and that conform to the requirements of the SOI.

TRANSFER STATION AND DISPOSAL SITE SELECTION RECOMMENDATIONS

B&L explained the intent of the County Planning Departments regarding the structure of the SOI, and reviewed the responses to the SOI from waste transfer stations and disposal facilities with the SWAC at the meeting on October 28th and 29th, 2019.

The Transfer Station Respondents acknowledged their willingness to conform to the requirements of the SOI. Further, compliance of transfer stations with the Plan Update goals and objectives benefits the Counties and aids with Plan implementation. Therefore, B&L recommended that these transfer stations be included as contractual partners of SCCSWA in the Plan Update, and that the three (3) Transfer Station Agreements be executed with SCCSWA. These transfer stations include: the Mifflin County Transfer Station, the Altoona Transfer Station and the Dale Summit (Centre County) Transfer Station.

The following supports B&L's recommendation to contract with multiple disposal facilities:

- It is important to recognize disposal sites that are currently used by SCCSWA waste haulers. As documented in Chapter 3, a significant percentage (over 80%) of SCCSWA's typical MSW that was disposed in 2018 was taken to Cumberland County Landfill.
- Very little to no regulated medical waste material is generated by SCCSWA.
- Sewage sludge is currently disposed of at Sandy Run Landfill, IESI Blue Ridge Landfill, Advanced Disposal Greentree Landfill, and Mostoller Landfill. Of these facilities, Sandy Run and Mostoller Landfill responded to the SOI, which suggests that these facilities shall be included in the Plan Update to satisfy the disposal needs of this waste stream.
- Very little to no ash waste material is generated by SCCSWA.
- Very little asbestos waste material is generated by SCCSWA, but the little bit that is generated by SCCSWA is disposed of at Clinton County Landfill, Cumberland County Landfill, Southern Alleghenies, and Imperial Landfill. Of these facilities, Clinton County Landfill, Cumberland County Landfill and Southern Alleghenies Landfill responded to the SOI, which suggests that these facilities shall be included in the Plan Update to satisfy the disposal needs of this waste stream.
- The majority of C&D material is currently disposed of at Sandy Run Landfill, Cumberland County Landfill and Mountainview Reclamation Landfill, with smaller amounts taken to Clinton County Landfill, Mostoller Landfill, IESI Blue Ridge Landfill, Southern Alleghenies, and Laurel Highlands Landfill. All of these facilities responded to the SOI, with the exception of IESI Blue Ridge. For that reason, it is recommended that these facilities, with the exception of IESI Blue Ridge Landfill, be included in the Plan Update to satisfy the disposal needs of this waste stream.

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Final Recommendations Memo



MEMORANDUM

TO: SCCSWA SWAC Committee Members
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Fulton County Commissioners
Huntingdon County Commissioners
Bedford County Solicitor
Fulton County Solicitor
Huntingdon County Solicitor
Bedford County Planning Department
Fulton County Planning Department
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FROM: Ashley N. Duncan, P.E.
Project Engineer
Barton & Loguidice, D.P.C.

DATE: October 29, 2019

RE: SCCSWA Municipal Waste Management Plan – 2021 Update
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CONCLUSIONS FROM SWAC MEETING #2

As a result of SWAC Meeting #2, the SWAC Members requested B&L to reach out to Breezewood Transfer Station and Park’s Transfer Station to solicit responses to the SOI.

Petition Form and Packet for Petitioning

**SCCSWA Processing/Disposal Facility
Petition Form to Become a Contracted Facility**

Purpose of Petitioning Process - SCCSWA has secured a sufficient amount of disposal capacity for all municipal waste generated from Huntingdon, Bedford and Fulton County residents and businesses. However, SCCSWA has defined a process by which a waste disposal or transfer facility may petition to be included as a Contracted Facility in the SCCSWA Plan Update. This form is used to notify SCCSWA of a party's interest and to provide SCCSWA with the necessary information to contact a facility representative to determine whether the facility is legally permitted and operating in accordance with the provisions of its permit. Upon receipt of the Petition Form, SCCSWA will send the facility a Submittal Form that must be completed and returned to the SCCSWA. Please complete this form and forward to:

**SCCSWA
c/o Mark Colussy, Huntingdon County Planning Commission
Courthouse Annex I
205 Penn Street, Suite 3
Huntingdon, PA 16652**

Petitioning Party's Name:	_____
Address:	_____

Phone Number:	_____
Name of Requested Facility:	_____
Facility Contact Person:	_____
Facility Address:	_____

Phone Number:	_____
Fax Number:	_____
E-Mail Address:	_____

[illegible]

(Attach Additional Sheets if Necessary)

**South Central Counties Solid Waste Agency
(SCCSWA)
Solicitation of Interest
For
Municipal Waste
Processing/Disposal Capacity and Future
Support of a Public/Private Partnership with
SCCSWA**

Prepared by:

BARTON & LOGUIDICE, D.P.C.

Prepared For

Bedford, Fulton, and Huntingdon County, Pennsylvania

August 2019

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Draft Transfer Station Agreement

Draft Municipal Waste Disposal Facility Agreement

**SCCSWA Solicitation of Interest
For
Municipal Waste Processing/Disposal Capacity and Future Support of a Public/Private
Partnership with SCCSWA**

1. Background

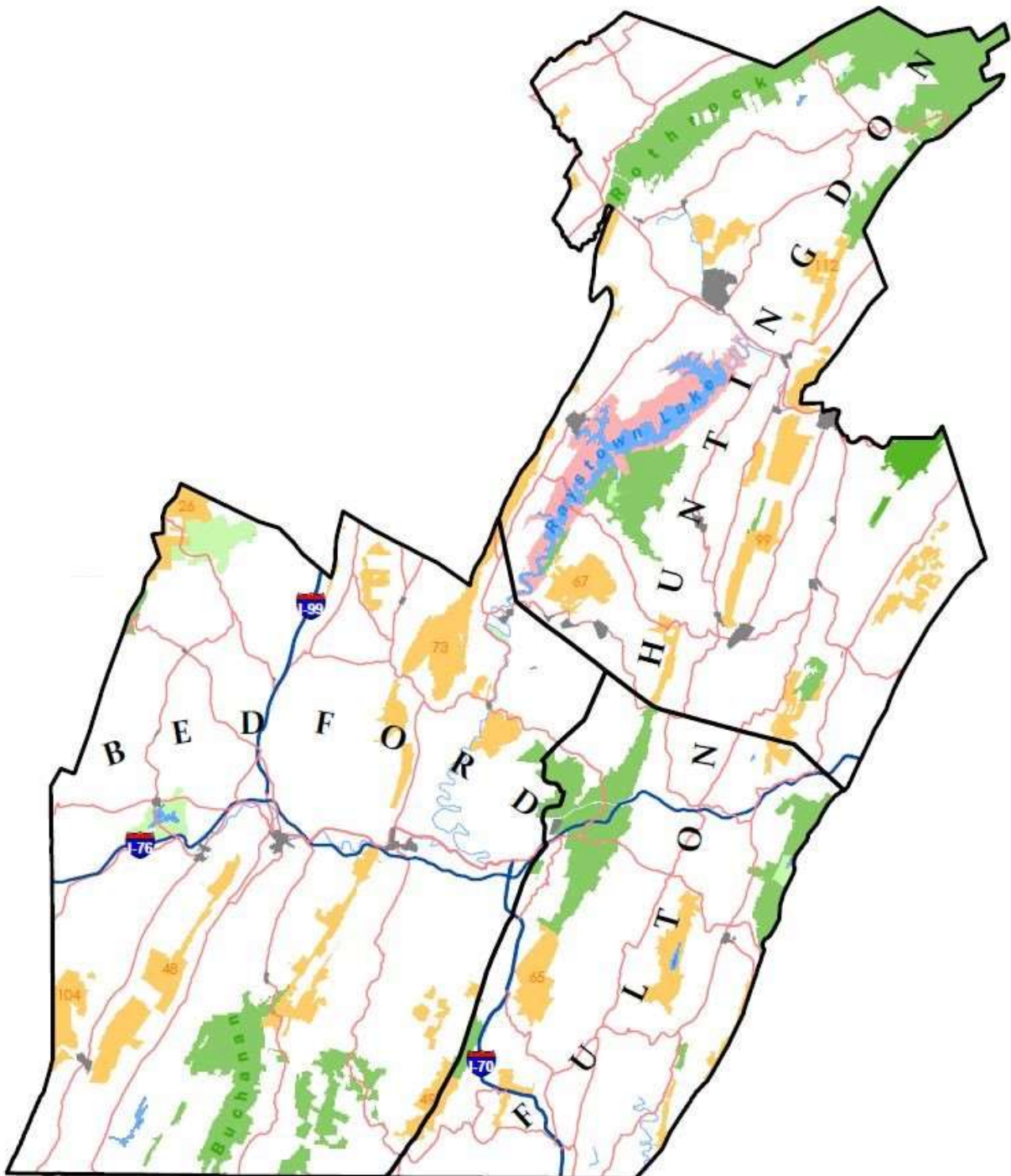
The Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Pennsylvania’s “Act 101”) authorizes Huntingdon, Bedford, and Fulton Counties (“Counties”), through the South Central Counties Solid Waste Agency (“SCCSWA”), as part of its collective Municipal Waste Management Plan that is under development (“Plan”), to provide capacity assurance for the processing and/or disposal of all municipal waste expected to be generated within Huntingdon, Bedford and Fulton Counties for a period of at least ten (10) years, and to solicit support for administering and/or maintaining a public/private partnership with SCCSWA. A location map of Huntingdon, Bedford, and Fulton County is presented in Figure 1-1. Three (3) county Solid Waste Advisory Committees are guiding and overseeing the development of the Plan.

Barton & Loguidice, D.P.C. (B&L), an engineering consulting firm is providing technical assistance with the development of the Plan. This Solicitation of Interest (SOI) has been developed and distributed by B&L. It is anticipated that the Plan update will be completed in 2020. Based on the current expiration date of the existing waste disposal capacity assurance contracts, SCCSWA anticipates commencement of waste disposal and support services secured through the SOI process on or around January 2020. These contracts will remain in effect, as outlined in the attached sample contracts through the ten year planning period, which is anticipated to extend through December 31, 2030.

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 Plan (53 P.S. § 4000.303(e)). SCCSWA 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 either those facilities identified in the Plan or those facilities properly permitted by their respective state for the processing and disposal of waste.

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 SCCSWA’s interest in looking at ways to sustain and/or enhance current recycling programs and opportunities in the Counties. This SOI incorporates a public/private cooperation initiative via this solicitation process.

Figure 1-1
SCCSWA County Map



2. Purpose of the Solicitation of Interest

On behalf of SCCSWA, B&L is releasing and distributing this Solicitation of Interest to identify facilities interested in providing processing/disposal capacity for municipal waste generated within Huntingdon, Bedford and Fulton Counties, and to solicit support for a future public/private partnership with SCCSWA, beginning in January 2020. 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, regulated medical waste (RMW), asbestos, sewage sludge and other “special handling” municipal wastes as delivered to the gate of the Respondent’s facility. This solicitation is also being conducted to identify and quantify potential support for the administration of a public/private partnership program to be provided to SCCSWA, in accordance with goals and directives being identified in the ongoing planning process.

The purpose of the SOI process is to allow municipal waste from the Counties to be disposed of at one or more licensed/ permitted solid waste processing/ disposal facilities from January 2020 through December 2030, and to solicit and secure support for the administration of other related services. However, it is clearly stated here that SCCSWA **will not** guarantee municipal waste quantities to any one facility. SCCSWA intends to qualify and execute agreements with multiple facilities that meet or exceed all of the minimum qualifying criteria and that are deemed acceptable through SCCSWA’s submittal evaluation 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 tentatively be listed (until a Service Agreement is executed) as Contracted Facilities in the Plan. These facilities will be deemed Contracted Facilities and permitted to accept MSW from Huntingdon, Bedford, and/or Fulton Counties, upon the execution of an appropriate Service Agreement with SCCSWA for the provision of services. The format of this Service Agreement (form of Standard Agreement is included in this SOI) will be one agreement between SCCSWA and each Contracted Facility, for services by the Contracted Facility to counties under SCCSWA’s jurisdiction. Respondents tentatively identified as Contracted Facilities that fail to execute a Service Agreement suitable to SCCSWA (in the opinion of SCCSWA) will be removed from the list of Contracted Facilities.

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.

3. Scope of Services

The work to be performed under this proposed Service Agreement shall consist of providing municipal waste processing and/or disposal capacity assurance and, optionally, provide future support of a public/private partnership with SCCSWA, in accordance with the provisions of this SOI. Each **Respondent MUST: 1) indicate whether (and include ideas how) it might support SCCSWA’s public/private partnership, and 2) confirm its willingness to enter good faith negotiations with SCCSWA to work to identify ways in which the Respondent may potentially support a public/private partnership.** To be clear, the two steps listed immediately above are mandatory components of any response to this SOI, and SCCSWA strongly encourages Respondents to support the waste and recycling management system of SCCSWA. **However, the commitment of support for SCCSWA’s public/private partnership is a**

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 Contracted Facility in the Plan.

Each Respondent is also encouraged to provide donated disposal capacity for non-profit and municipal cleanup activities, such as 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 Huntingdon, Bedford, and/or Fulton Counties must enter an agreement with SCCSWA, committing to 1) deliver waste from the Counties only to Contracted Facilities listed in the Plan or those facilities that are properly permitted for the processing/disposal of waste, and further, agreeing to 2) accurately track and report (to the disposal site that waste is delivered to) the quantities and types of municipal waste accepted and transferred from Huntingdon, Bedford, and/or Fulton Counties, 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 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 SCCSWA, 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. SCCSWA is requesting commitments for the processing/ disposal of MSW, including residential/ commercial/ institutional waste, construction/ demolition (C&D) waste, regulated medical waste (RMW), asbestos, sewage sludge and other “special handling” municipal wastes generated from within Huntingdon, Bedford, and Fulton Counties. SCCSWA requires that Respondents agree to accept the types of waste listed in this paragraph that are generated by the three (3) Counties only at facilities approved by and under agreement with SCCSWA and listed as Contracted Facilities in the Plan.

Each Respondent must guarantee part or all of the disposal capacity identified as needed by SCCSWA for the period that is anticipated to run from January 2020 through December 2030. 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.

SCCSWA 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 SCCSWA sources at Respondent’s facility.

It is anticipated that the Municipal Waste Processing/ Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA Agreement (Service Agreement) will be for a total eleven (11) year term (five (5) year initial and six (6) year renewal), with anticipated initial deliveries in January 2020.

5. Processing/ Disposal Tonnages

It is estimated that SCCSWA will require total worst case disposal capacity annually for approximately 100,000 tons of municipal waste (including residential/ commercial/ institutional waste, C&D waste, recycling tonnage, regulated medical waste, asbestos, sewage sludge and other “special handling” municipal wastes, but excluding SCCSWA residual waste) each year, during the planning period. Table 1-1 presents a historic breakdown of quantities and types of waste that were generated by SCCSWA and disposed between 2014 and 2018.

Table 1-1
MSW Generated Within Huntingdon, Bedford and Fulton Counties
And Disposed of (Net Discards) at Disposal Facilities (2014-2018) ⁽¹⁾

Year	Municipal Waste (tons)	C&D Waste (tons)	Sewage Sludge ⁽²⁾ (tons)	Other Special Handling Waste (tons)	Total Waste Receipts Disposed by SCCSWA (tons)
2014	68,029	1,150	498	173	69,849
2015	67,505	922	1,191	171	69,789
2016	69,562	1,044	957	328	71,891
2017	75,100	1,443	1,069	76	77,689
2018	81,106	3,974	1,196	93	86,369

⁽¹⁾ PADEP - County Waste Destination Reports – 2014-2018.

⁽²⁾ Only landfilled sewage sludge quantities are listed.

A summary of the estimated quantities of residential/ commercial/ institutional waste, and construction/ demolition waste (C&D), excluding other municipal wastes that require “special handling” procedures and excluding residual waste, that are projected to be generated and that will require disposal from SCCSWA through the ten (10) year planning period follows in Table 1-2:

Table 1-2
Tonnages of SCCSWA MSW Requiring Disposal
(2018-2030)

Year	Gross Waste Generation (before recycling, tons)	Estimated Net Waste Requiring Disposal (net discards after recycling, tons)
2018 (historical)	108,162	86,369
2019 (estimated)	96,671	76,269
2020	96,984	76,522
2021	97,258	76,738
2022	97,532	76,957
2023	97,806	77,174
2024	98,080	77,391
2025	98,355	77,609
2026	98,629	77,826
2027	98,903	78,044
2028	99,177	78,261
2029	99,451	78,478
2030	99,725	78,696
Total Tons Requiring Disposal, 2020 to 2030 Planning Period	1,081,900	853,698

6. Public/Private Partnership with SCCSWA

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.

This SOI anticipates that the Plan under development will identify SCCSWA's desire to implement a sustainable and/or enhanced public/private partnership, which will satisfy specific goals and strategies to improve recycling, expand recycling opportunities in the Counties, 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 Counties, and similar measures. The provision of a sustainable and/or enhanced public/private partnership in the Plan may require expansion of waste and recycling services currently offered in the Counties.

This SOI requires Respondents to consider, explain, and be willing to further discuss, options of how they may help SCCSWA develop and/or maintain a public/private partnership program serving Huntingdon, Bedford and Fulton Counties. It is anticipated that SCCSWA's understanding of any Respondent-proposed steps to support an public/private partnership program will be identified through both the mandatory responses on this topic in the Respondent's Submission Package, as well as through possible follow-up discussions that may occur between SCCSWA and Respondent representatives during the SOI Submittal review process.

SCCSWA is encouraging 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 supporting a public/private partnership for waste and recyclables management may recognize the following benefits to their operations:

- Increased tonnage at processing/ disposal sites by assuring proper disposal of unrecyclable waste at Contracted Facilities instead of being illegally dumped.
- Diversion of banned materials (such as tires, mercury thermometers & thermostats and yard waste) from landfills.
- Reduced delivery of toxic materials to processing/ disposal sites by providing recycling opportunities for electronics, mercury thermostats & thermometers, compact fluorescent bulbs, HHW, and similar types of materials.
- Reduced wear on collection vehicles and increased safety for collection staff from the removal of HHW materials that can negatively react with decomposing wastes.
- Diversion of organic materials from disposal, through mulching, composting and composting education.
- Possible conservation of landfill capacity through recovery of recyclable commodities.

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 rejected.
- c) Except where specifically allowed in the Submittal Forms, responses should be based on the attached DRAFT Municipal Waste Processing/ Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA Agreement contained herein, should be responsive to the requirements of the SOI, and should be properly completed and signed 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: "SOI Submittal Package, SCCSWA Municipal Waste Processing/ Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA" and shall include one (1) complete original hard

copy of the submission, plus one (1) complete electronic PDF copy of the submission on either a USB flash drive or a computer disk. The original copy must include original signatures of the authorized representative of the facility. Submissions should be delivered to (on behalf of SCCSWA):

Attn: Ashley N. Duncan, P.E.
Project Engineer
3901 Hartzdale Drive
Suite 101
Camp Hill, PA 17011

All submissions shall be delivered to the offices of Barton & Loguidice, D.P.C. at the address listed above no later than 4:00p.m. local prevailing time, on Friday, September 6, 2019.

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 or other entity must include the following:
 - Designate the correct corporate or entity name;
 - Be signed by the president or other authorized officer of the corporation, or entity, and;
 - If applicable, be attested to by the secretary or other authorized officer of the corporation or entity.

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 Huntingdon, Bedford, and Fulton County-generated municipal waste, and will be used to help identify possible optional support, by Respondents for a public/private partnership program to support waste and recyclables management in the Counties. **A primary factor in evaluating 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 Processing/ Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA Agreement.**

B&L will initially review and evaluate each Respondent's Submission Package and will provide recommendations to SCCSWA.

Following the initial review there may be a need for follow-up discussions with Respondents. This process may be used to further clarify proposals and finalize contract terms, including without limitation, possible terms detailing how the Respondent may be willing to support the public/private partnership programs of Huntingdon, Bedford and/or Fulton Counties.

SCCSWA retains the right to tentatively select Contracted Disposal Facilities solely based on the Consultant's initial "Step 1" Submittal reviews and recommendations, without undertaking follow-up "Step 2" discussions with specific Respondents as further described below.

The public release or confidentiality of all data and materials submitted by Respondents is discussed in Section 11 of this SOI. SOI evaluation information and summaries generated by SCCSWA and its consultants will likely be included in the appendices to the Municipal Waste Management Plan, at SCCSWA's sole discretion.

Respondents will be responsible for all costs of responding to this SOI, including follow-up clarifications and meetings.

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

Step 1 - Base Criteria Evaluation—These are the base evaluation criteria:

- 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, via monetary contribution or equivalent in-kind services, SCCSWA's public/private partnership program for the management of waste and recyclables in the Counties, and 2) affirm its willingness to enter good faith negotiations with SCCSWA and its representatives, to work to identify ways in which Respondent may potentially support the public/private partnership.
- The Facility should indicate its willingness annually to donate to SCCSWA's municipal waste disposal capacity for non-profit activities, including, but not limited to, road cleanup adoptions and illegal dump cleanups (**a desired minimum of 10% of Respondent's annual commitment to accept SCCSWA waste, or a minimum of 250 tons per year, is requested**).
- Facility must have a current state-issued waste disposal facility permit, and must have the ability to start accepting municipal waste from SCCSWA no later than January 1, 2020.
- 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 sole opinion of SCCSWA, 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 25% of SCCSWA's estimated gross MSW generation need over the eleven (11) year term (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 25,000 tons of municipal waste per year from SCCSWA over the ten year planning period); and, willingness of the Respondent to commit this capacity (with no minimum delivery guarantee) to SCCSWA through contract. Furthermore, Respondent must have currently permitted and available processing/ disposal capacity to meet its minimum capacity commitments for the full ten-year term. Respondent may propose disposal capacity less than 25% of SCCSWA's estimated gross MSW generation need over the eleven (11) year term. Disposal capacity commitments may be used as an evaluation criteria.
- Respondent must be willing to enter a contract with SCCSWA to provide the processing/ disposal capacity; and, to offer optional future support of a public/private partnership with SCCSWA (if

elected to do so by Respondent) beginning January 2020 and continuing through December 31, 2030.

- If Respondent is a transfer station handling or proposing to handle municipal waste generated from Huntingdon, Bedford and/or Fulton County, it must affirm its willingness to enter an agreement with SCCSWA stating that it 1) commits to deliver waste it receives from the Counties only to Contracted Facilities listed in the Plan or those facilities that are properly permitted for the processing/disposal of waste, and 2) further, agrees to accurately track and report (to the disposal site(s) that the waste is delivered to, and to SCCSWA) the quantities and types of municipal waste accepted and transferred from Huntingdon, Bedford, and/or Fulton Counties to the disposal site(s), based on the county of origin from which the transfer station receives the waste.

Step 2 –Follow-up Discussions/ Clarifications—The second part of the evaluation process may be used to clarify and refine Respondents’ Submittals, and to further identify and discuss ways in which the Respondent may opt to support or enhance the Public/Private Partnership Programs in Huntingdon, Bedford, and/or Fulton Counties. SCCSWA shall take into consideration factors that are deemed to be in the best interest of the Counties and its residents and businesses regarding waste management and recycling in the Counties.

A final contract with a term beginning January 1, 2020 between SCCSWA and each successful Respondent is the objective of this SOI solicitation process. Such contracts and start dates may be contingent upon prior final Plan approval by PADEP.

SCCSWA reserves the right to enter into additional future contracts during the ten (10) year planning period with other sites or facilities meeting its criteria.

SCCSWA reserves the right to waive any and all irregularities, defects, errors or omissions in submissions, and to reject any or all Submittals in response to this SOI, if it so chooses.

10. Qualifications of the Respondents

- a) SCCSWA and its consultants shall have the right to make such investigations as it deems necessary to determine the ability of the Respondent(s) to perform the services required under the Agreement. Upon request by SCCSWA, the Respondent(s) shall furnish and certify all such supporting data and information that SCCSWA may request to demonstrate the Respondent’s qualifications and capabilities to perform the required services over the full term of the Agreement, to provide further clarification to confirm Submittal details, and to allow SCCSWA to confirm responsiveness to the requirements of the SOI.
- b) Respondent(s) may be required to submit financial data, technical qualifications and performance record data prior to the award of any Agreement.

11. Confidentiality

It is noted that SCCSWA is subject to Pennsylvania’s Right to Know Law (65 P.S. Section 67.101 and following). Thus, any response may be publicly disclosed.

12. Timetable

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

Advertisement of SOI Availability	August 2019
Deadline for Requests for SOI Clarifications	August 30, 2019
Submittal Packages Due	September 6, 2019
Initial Response Clarifications	as needed
Evaluation of Submittals	September 2019
Follow-up Clarifications, if needed	September 2019
Contracted Facility Determination (tent.)	October 2019
Execution of SOI Service Agreements	November/December 2019
Commencement of SOI Contract Services	January 1, 2020
County Finalize and Approve County Plan	Winter 2020

13. Inquiries

Please contact Ashley D. Duncan, P.E. of Barton and Loguidice, SCCSWA's designated point of contact for this solicitation and the consultant working on this project, at (717) 737-8326, extension 2316; e-mail address aduncan@bartonandloguidice.com; to ask specific questions regarding this solicitation. All formal inquiries, questions and requests for clarification shall be submitted in writing to Ms. Duncan no later than August 30, 2019. 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.

SUBMITTAL FORM

SUBMITTAL FORM**FOR MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY
AND FUTURE SUPPORT OF A PUBLIC/PRIVATE PARTNERSHIP
SOUTH CENTRAL COUNTIES SOLID WASTE AGENCY (SCCSWA)****Date:** _____**To:** Barton & Loguidice, D.P.C.
3901 Hartzdale Drive, Suite 101
Camp Hill, PA 17011
ATTN: Ashley Duncan P.E., Project Engineer
(on behalf of SCCSWA)**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 Future Support of a Public/Private Partnership with SCCSWA Agreement**, and has completed fully this **Submittal Form for Municipal Waste Processing/Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA** (including the **Disclaimer Statement, Non-Collusion Affidavit** and the **Processing/Disposal Facility Questionnaire**) contained in this Solicitation of Interest dated August 2019.

This Response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. 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 SCCSWA.

If selected by SCCSWA to be listed as a Contracted Facility in the Municipal Waste Management Plan (Plan), the undersigned Respondent agrees to execute and deliver the **Municipal Waste Processing/Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA Agreement**, including the required Certificate of Insurance, to SCCSWA in accordance with all of the terms of this request.

NOTE – TRANSFER STATIONS RESPONDING TO THIS SOI ARE NOT REQUIRED TO COMPLETE AND RETURN THIS SUBMITTAL FORM. THEY ARE ONLY REQUIRED TO SUBMIT A RESPONSE LETTER IN WHICH THEY STATE THEIR COMPLIANCE WITH THE SPECIFIC TERMS OF THE SOI THAT RELATE TO MUNICIPAL WASTE TRANSFER STATIONS, AS DETAILED IN THIS SOI AND AS CONTAINED IN THE ATTACHED DRAFT

MUNICIPAL WASTE TRANSFER STATION AGREEMENT AND ALSO ATTACH A COPY OF THE FACILITY'S OPERATING PERMIT.**1. TYPES AND ESTIMATED QUANTITIES OF WASTE TO BE ACCEPTED**

- a. Does this facility currently accept or intend to accept municipal waste from Huntingdon, Bedford and/or Fulton County sources?

☐ Currently accepts municipal waste from within the boundaries of Huntingdon, Bedford, and/or Fulton County

County(ies) serviced: _____

Reported quantity received in 2018: approximately _____ tons of municipal waste

☐ Makes commitment to accept SCCSWA's municipal waste for the full term agreement

- b. Please check type of facility.

☐ Landfill

☐ Resource recovery facility

☐ Municipal waste composting facility

☐ Other (specify) _____

Facility Name _____

Facility Location _____

County _____ State _____

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 by SCCSWA that will be accepted for processing or disposal during the term of the agreement specified herein.

Waste Type	Will Accept (Y/N)	Allowable Daily Avg. (ADA) as per Permit (tons)	% of ADA Reserved for Municipal Waste Generated in Huntingdon, Bedford, and Fulton Counties (%)	Daily Reserved Capacity (DRC) (tons)	Estimated Working Days per Year (EWD) (Days)	Annual Reserved Capacity (ARC) (Tons)
Conventional Municipal Waste						
Construction/Demolition Waste (C&D)						
Municipal Sewage Sludge						
Regulated Medical Waste (RMW)						
Other (specify) _____						
Other (specify)** _____						

* Please note "All" if there are no specified maximum limits; commitment here is for SCCSWA waste

** 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, list types and other requirements: _____

f. Is Respondent willing to accept Residual Waste at its facility? ☐ Yes ☐ No

If yes, specify tonnage: _____ (tons/day or tons/year, circle one)

If yes, list types and other requirements: _____

- g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies as part of this agreement including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 10% of your annual commitment to accept SCCSWA waste, or a minimum of 250 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events?

☐ Yes ☐ No

If yes, please specify annual tonnage donation: _____ (tons/year)

2. PUBLIC/PRIVATE PARTNERSHIP WITH SCCSWA

As noted in the SOI, Respondents are required to at least consider and share ideas with SCCSWA on the manner in which they may be able to support a public/private partnership for the management of waste and recyclables in the Counties.

- a. Does Respondent agree to indicate whether, and to include ideas (in the response area of this section of the Submittal Form, found below) how it might support a public/private partnership for SCCSWA?
- ☐ Yes
☐ No
- b. Does Respondent affirm its willingness to enter good faith discussions with SCCSWA to work to identify ways in which Respondent may potentially support a public/private partnership for SCCSWA?
- ☐ Yes
☐ No

SCCSWA is looking to Respondents to help identify ways in which it may support a public/private partnership for waste and recyclables management in Huntingdon, Bedford, and Fulton Counties. While provision of these services is an optional component of this SOI, SCCSWA strongly recommends and requests Respondents' support for provision of these services.

Respondents to this SOI should 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 sustainability and/or enhancement and expansion of SCCSWA's Public/Private Partnership Program. Use as many pages as necessary to demonstrate the manner of optional support for the sustainability and/or enhancement of these critical and important components of the Plan.

These optional ideas and concepts provided by Respondents may be further discussed and refined through the follow-up discussions and clarifications with SCCSWA as described in the SOI text.

Response: _____

(Attach additional pages as necessary)

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 Huntingdon, Bedford, and Fulton Counties. The Respondent should **not** include any proposed contribution to a public/private partnership 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**		Regulated Medical Waste (RMW)	
	Price per Ton	Escalation Rate***	Price per Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2020								
2021								
2022								
2023								
2024								
2025								
2026								
2027								
2028								
2029								
2030								

* Anticipated first year of operation under this contract is 2020. [Current contracts expire fall 2019. New contracts are anticipated to begin January 1, 2020.]

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

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

For disposal of other types of wastes listed in Section 1.c, identify the tipping fee rate structure that would be used (first year cost with escalation rates, or future year fixed costs).

Waste Type	(list)		(list)		(list)	
Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**
2020						
2021						
2022						
2023						
2024						
2025						
2026						
2027						
2028						
2029						
2030						

* Respondent acknowledges that the costs presented above reflect 2020 as the anticipated first full year of operation under the contract.

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

Other not-to-exceed proposed rate schedules for materials from Huntingdon, Bedford, and Fulton County, such as bulky waste fees (list item and provide or attach rate structure):

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).

- 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 Huntingdon, Bedford, and Fulton County. Include host community disposal obligations which may be required under 25 PA Code § 272 or other State and Federal regulations (attach additional sheets, if necessary).

- d. **Strength of Commitments and Contingency Plans** – Provide descriptive information on the following matters (attach separate sheets 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) Statement 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 SCCSWA 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 SCCSWA.

- (6) Contingency plans (i.e. backup disposal facilities) for continued processing/ disposal of waste in the event of a reduction in waste processing/ disposal capacity at the proposed disposal facility. **Must provide a minimum of one (1) backup disposal facility, capable of accepting an equivalent amount of waste (or more) as was committed in the minimum guaranteed tonnage commitment, earlier in this SOI. Must provide name and address of back-up facility.**

- (7) Ability and willingness of the Respondent to accept variations in rates of waste delivered from SCCSWA.

- 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 period for negotiations. SCCSWA 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 Future Support of a Public/Private Partnership with SCCSWA Agreement section of this Solicitation of Interest, the Respondent must detail such deviations and/or exceptions in the following section (attach separate sheets, if necessary).

- f. **Days and Hours of Operation** (Receiving Times, under the Municipal Waste Processing/ Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA Agreement - attach additional sheets if necessary):

[illegible]

5. CONSIDERATION OF TERMS AND CONDITIONS OF SOLICITATION OF INTEREST

To: Barton & Loguidice, D.P.C.
3901 Hartzdale Drive, Suite 101
Camp Hill, PA 17011
ATTN: Ashley Duncan P.E., Project Engineer
(on behalf of SCCSWA)

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

 _____ (Contact Person) _____ (Telephone Number)

- a. The undersigned having carefully read and considered the terms and conditions of the Municipal Waste Processing/ Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA Agreement and other documents contained in the Solicitation of Interest package, and being familiar with the local conditions affecting the cost of the work, does hereby propose to furnish all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to provide municipal waste processing/ disposal services in accordance with the Municipal Waste Processing/ Disposal Capacity and Future Support of a Public/Private Partnership with SCCSWA Agreement under the conditions and rates hereinafter set forth.

- b. In submitting this response, it is understood that SCCSWA reserves the right to reject any or all submittals, to waive any informalities in any submittal or the solicitation process, and to negotiate any final contract provisions based on the responses submitted.
- c. In submitting this response, undersigned agrees that no Price Proposal may be withdrawn for a period of twelve (12) months after the date for receipt of responses and that all Price Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by SCCSWA.

Date: _____

(Name of Firm)

By: _____

AFFIX CORPORATE SEAL

Title: _____

ATTEST: _____

**HUNTINGDON, BEDFORD AND FULTON COUNTY
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 Respondent entity is formed: _____
10. Approx. Road Mileage from Facility to 233 Penn Street, Huntingdon, PA 16652:

11. Approx. Road Mileage from Facility to 200 South Juliana Street, Bedford, PA 15522:

12. Approx. Road Mileage from Facility to 219 N. Second Street, McConnellsburg, PA 17233:

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 have 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 _____ 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 (2018)
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 per ton or cubic yard)
Municipal Waste (except for types listed below)				
Construction/ Demolition Waste (C&D)				
Sewage Sludge				
Regulated Medical Waste (RMW)				

Waste Type	Permitted Maximum Daily Tons	Permitted Average Daily Tons	Expected Annual Tons	Current Tipping Fee (specify per ton or cubic yard)
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, 2020 and final closure (as currently permitted)?

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

7. What is the facilities current permitted capacity? _____ (CY)

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 _____

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 yes, what is your current contamination rate for recyclables collected? (If it varies by stream, please include average contamination rate across all streams collected)

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 SCCSWA.

6. List the types of recyclable materials collected at your facility and associated marketing arrangements, contracts, or end users.

D. DESCRIPTION OF FACILITY - OTHER THAN LANDFILLS
(add additional pages, if needed)

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

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

☐ CEMS ☐ fabric filter/baghouse ☐ dry scrubber ☐ wet scrubber

☐ Electrostatic precipitator, number of fields = _____

☐ Other: _____

Odor Control: ☐ chemical scrubber ☐ biofilter ☐ other: _____

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

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

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

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 percent, by weight, of waste throughput (excluding bypass).

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

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

If yes, please explain _____

If yes, what is your current contamination rate for recyclables collected? (If it varies by stream, please include average contamination rate across all streams collected)

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

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

10. Has the Owner/Operator submitted or prepared to submit an application for a municipal waste permit modification?

☐ Yes ☐ No

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

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

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

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).

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		
Regulated Medical 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:

3. Design Capacity _____ tons/day
4. MCR Rating _____ tons/day
5. 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 SCCSWA'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):

I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by SCCSWA and its consultants in recommending the award of service agreements for which this Response is submitted, on behalf of SCCSWA. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from SCCSWA 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 SCCSWA 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 _____, 20____.

Company Position

(Notary Public)

My Commission Expires: _____

DISCLAIMER STATEMENT

The Consultant that represents SCCSWA 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 releases and forever discharges the Counties and all others employed by and/or representing SCCSWA 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.

Name of Organization

Name

Title

Date

DRAFT AGREEMENTS

DRAFT
**MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT**
SOUTH CENTRAL SOLID WASTE AGENCY

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT ("Agreement") is made this _____ day of _____, 20____, by and between the South Central Counties Solid Waste Agency of Huntingdon, Bedford, and Fulton Counties, Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with each operating a place of business in its respective county seat, hereinafter collectively known as the "South Central Counties Solid Waste Agency" or "SCCSWA", and _____ ("Operator").

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") requires SCCSWA, as part of its Municipal Waste Management Plan ("SCCSWA Plan"), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within Huntingdon, Bedford, and Fulton Counties for a period of at least ten (10) years. On behalf of SCCSWA, Barton & Loguidice, D.P.C. (B&L) has issued a Solicitation of Interest (SOI) to solicit responses from interested parties to negotiate an agreement to provide capacity for processing/ disposal of all or a portion of municipal waste generated by Huntingdon, Bedford, and Fulton Counties, as well as potentially supporting the enhancement and sustainability of integrated waste and recyclables management services for a minimum of ten (10) years, beginning in 2020. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator's proposal was accepted by SCCSWA. 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 Counties governed by SCCSWA.

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

Article 1. General Definitions and Terms

1.1 Definitions

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

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

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

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

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

Bedford County. Bedford County, Pennsylvania

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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.

Fulton County. Fulton County, Pennsylvania

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.

Huntingdon County. Huntingdon County, Pennsylvania

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.

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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 South Central Counties Solid Waste Agency Municipal Solid Waste Management Plan being prepared by or on behalf of SCCSWA, 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.

South Central Counties Solid Waste Agency. Agency responsible for the management of solid waste and recycling generated in Huntingdon, Bedford, and Fulton Counties

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.

Tri-County Area. The area of land which encompasses Huntingdon, Bedford, and Fulton Counties.

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

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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 SCCSWA

SCCSWA represents and warrants that:

- (a) SCCSWA, an agency acting by and through its duly authorized officials to collectively represent Huntingdon, Bedford, and Fulton Counties, political subdivisions of the Commonwealth of Pennsylvania, in solid waste management, has agreed to plan and implement solid waste management and recycling measures through an Act 101 Municipal Waste Management Planning process.
- (b) SCCSWA has the full power, authority and legal right to enter into and perform this Agreement and all other agreements or instruments which they may enter into under any provision of this Agreement.
- (c) This Agreement and each other agreement or instrument entered into by SCCSWA pursuant to this Agreement, when entered into, will have been duly authorized, executed and delivered by the county and will constitute a legal, valid and binding obligation of the county.
- (d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of SCCSWA, threatened against or adversely affecting the ability of SCCSWA to perform its obligations hereunder.

2.2 Representations of Operator

The Operator represents and warrants to SCCSWA 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.

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-
- (c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.
- (d) This Agreement and each other agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by and delivered by the 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 SCCSWA'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 SCCSWA a guarantee of the obligations of the Operator under this Agreement in form reasonably satisfactory to SCCSWA.

2.4 Designation as Processing/Disposal Facility

In consideration of the Operator's Covenants and this Agreement, SCCSWA hereby agrees to include the Operator's Facility in its Plan as a contracted processing/ disposal facility for municipal waste generated in Huntingdon, Bedford, and/or Fulton Counties. The Operator acknowledges that this Agreement is nonexclusive and that SCCSWA 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 SCCSWA and the Operator and at no time during the

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term of this Agreement shall SCCSWA 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) SCCSWA 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 Huntingdon, Bedford, and/or Fulton Counties.
- (b) The Operator shall provide processing and/or disposal capacity as may be needed by SCCSWA for all Acceptable Waste generated within the geographic boundaries of Huntingdon, Bedford, and/or Fulton Counties and that SCCSWA 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 Huntingdon, Bedford, and/or Fulton County residents in small vehicles, if allowed at the Operator's Facility. The Operator and SCCSWA shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.
- (c) The Operator agrees that it is reasonable to expect that, on average, waste haulers will not be required to wait more than twenty (20) minutes at the Operator's Facility before being able to unload.
- (d) The Operator shall not give preference to vehicles owned or operated by the Operator or its affiliates or by any other person.

Article 4. Conditions for the Delivery and Disposal of Waste

4.1 Control Procedures/Weighing of Waste Deliveries

- (a) The Operator shall be required to maintain a scale that conforms to the Pennsylvania Consolidated Weights and Measures Act, 3 Pa.C.S.A. Section 4101 et. seq. or the equivalent if the Operator is a jurisdiction other than Pennsylvania, to weigh all incoming waste. Vehicles of waste haulers of SCCSWA generated material and occasional Huntingdon/Bedford/Fulton County individual residents delivering municipal waste from sources located in the region 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. SCCSWA 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

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Operator may direct vehicles to another certified scale closest to the Operator's Facility. The Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the waste haulers, and the Operator shall use this information to invoice the waste haulers for disposal at the Operator's Facility.

- (c) Operator shall at all times have an approved radioactive materials screening and monitoring system in effect, and shall employ an approved Radiation Protection Action Plan (RPAP) approved by the Department or, if the Operator is in a jurisdiction other than Pennsylvania, as required by the Operator's jurisdiction. The identification and handling of radioactive materials identified by such system shall be handled in accordance with the RPAP and applicable regulatory requirements.

4.2 Receiving Time/Hours of Operation

- (a) The Operator's Facility shall be available to receive waste during the receiving times specified in the Submittal Form for Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Support services, attached hereto and incorporated herein by reference.
- (b) If SCCSWA or a waste hauler requests and the Operator agrees, a waste hauler may deliver waste at times in addition to the specified receiving times at a cost which may exceed the fees specified herein.
- (c) Upon request by SCCSWA, 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, (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 Huntingdon, Bedford, and/or Fulton Counties 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 Huntingdon, Bedford, and/or Fulton County-generated loads of Acceptable Waste.

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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 SCCSWA will be directed to the Operator. In the event the Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, SCCSWA shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

4.5 Title to Municipal or Residual Waste

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

4.6 Permits

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

Article 5. **Reservation of Minimum Capacity**

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

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

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

(b) The Operator at any time may request that SCCSWA release it from its commitment to provide all or part of the reserved capacity required by Article 4(a) of this Agreement for a particular calendar year. Such request shall be in writing and shall set forth the basis for the request. SCCSWA shall in good faith review Operator's request, based on an analysis of data generated by SCCSWA or provided to SCCSWA by the Operator and other municipal waste landfill

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operators, and make a determination within ten (10) business days of receipt of the request. If SCCSWA reasonably determines that the Operator can be released from all or part of its obligation under Article 4(a) without jeopardizing the ability of SCCSWA to ensure sufficient disposal capacity for municipal waste estimated to be generated during that particular calendar year, it shall grant the Operator's request. SCCSWA's decision shall be in writing and mailed to the Operator.

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

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

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

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

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

Article 6. Recordkeeping and Reporting Requirements

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

6.1 Basic Reporting Requirements

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

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

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

The requirements of this subsection may be met by the submission of copies of reports that have been submitted to SCCSWA pursuant to law, if such reports include the information required hereby. Reports should be sent to the respective County of Origin:

Huntingdon County Planning Commission, ATTN: Mark Colussy, Courthouse Annex I, 205 Penn Street, Suite 3, Huntingdon, PA 16652

Fulton County Planning Commissioner, ATTN: Mary K. Seville, 219 N 2nd St. Ste 102, McConnellsburg, PA 17233

Bedford County Planning Commission, ATTN: Donald Schwartz, 200 South Juliana Street, Bedford, Pennsylvania 15522

6.2 Special Reporting Requirements

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

6.3 Administrative Inspections

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

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Article 7. Tipping Fees and Other Charges

7.1 Tipping Fees

- (a) The Operator shall not charge a tipping fee to any SCCSWA waste hauler or occasional individual Huntingdon, Bedford, or Fulton County resident that exceeds the maximum rates for a given calendar year established by this Agreement for each type of waste. Nothing in this Agreement shall prevent the Operator from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Agreement. All rates shall, however, include the following fees: (i) Host municipality fee plus any additional fee negotiated by the host municipality; (ii) Act 101 mandated fee; and (iii) any Growing Greener or other state fees.
- (b) SCCSWA 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 SCCSWA and the Operator mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Agreement.

7.2 Public/Private Partnership Program

TBD

Article 8. Insurance

- (a) The Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverage consistent with all current DEP regulations. SCCSWA 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) SCCSWA 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 SCCSWA with a thirty (30) day notice of cancellation.

Article 9. Indemnification

9.1 Indemnification

The Operator or its successors and assigns shall protect, indemnify and hold harmless the SCCSWA, its officers, members, employees, agents, contractors and subcontractors (SCCSWA indemnified parties) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend SCCSWA-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:

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

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

9.2 Cooperation Regarding Claims

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

Article 10. Disputes, Defaults and Remedies

10.1 Resolution of Disputes

In the event any claim, controversy or dispute arises between SCCSWA and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and SCCSWA shall undertake in good faith to resolve the dispute. If the parties cannot resolve the dispute, the parties agree that the venue for the resolution of any disputes shall be either the Court of Common Pleas of Huntingdon County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.

10.2 Events of Default by SCCSWA

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

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- (a) The Operator shall have given written notice to SCCSWA 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 SCCSWA; and
- (b) SCCSWA 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 SCCSWA shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, SCCSWA's failure to complete its cure of the indicated default shall not constitute an event of default for as long as SCCSWA is continuing to take reasonable steps to cure such default within the earliest practicable time.

10.3 Events of Default by Operator

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

10.4 Force Majeure

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

10.5 Waivers

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

Article 11. Term and Termination

11.1 Effective Date

This Agreement shall become effective on January 1, 2020 or, if later, the date that DEP approves the County Plan. The Operator shall begin to accept waste deliveries from Huntingdon, Bedford, and/or Fulton County sources under the terms and conditions of this Agreement on this date.

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11.2 Term of Agreement

The term of this Agreement shall commence on the effective date, and the total length of the Agreement shall be for a minimum of 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 automatically renew at the end of the first term (five (5) years from the effective date), unless SCCSWA has exercised its right to terminate the Agreement or agreed to an alternate Agreement period, by submitting this information to the Operator in writing no less than 30 days prior to the end of the first term. SCCSWA shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date.

11.3 Effect of Termination

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

Article 12. Miscellaneous

12.1 Assignment

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

12.2 Notices

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,

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or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

Huntingdon County: Huntingdon County Planning Commission
ATTN: Mark Colussy
205 Penn Street, Suite 3
Huntingdon, PA 16652

Operator: TBD

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

12.3 Entire Agreement/Modifications

The provisions of this Agreement, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement between SCCSWA 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. SCCSWA and Operator agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement.

12.4 Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, SCCSWA 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 SCCSWA and Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

12.5 Change of Ownership

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

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12.6 Governing Law

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

12.7 Joint and Severable Liability

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

12.8 Counterparts

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

12.9 No Co-Partnership or Agency

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

12.10 Section Headings/References

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

12.11 Conventions

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending or replacing the statute referred to;
- (d) references to writing include printing, typing, lithography and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;

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- (f) references to persons include their permitted successors and assigns; and
(g) the term including shall mean including without limitation.

12.12 Nondiscrimination

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

12.13 Plan Amendments

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

Article 13. Integrated Waste and Recyclables Management Program Support

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

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

TBD

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

SCCSWA

By: _____

Date: _____

Title: _____

OPERATOR

By: _____

Date: _____

Title: _____

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APPENDIX A

RESERVED CAPACITY

Typical Municipal Solid Waste

YEAR	ADA	x %Res.	= DRC	x EWD	= ARC(T)
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					

Construction & Demolition Waste

YEAR	ADA	x %Res.	= DRC	x EWD	= ARC(T)
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					

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Municipal Sewage Sludge

YEAR	ADA	x %Res.	= DRC	x EWD	= ARC(T)
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					

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

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DISPOSAL FACILITY OPERATOR'S PERMIT

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APPENDIX C

ALTERNATE DISPOSAL FACILITY SITE(S)

Disposal Facility	Operator	Municipality/County	Permit No.

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MUNICIPAL WASTE TRANSFER STATION AGREEMENT

Between

Transfer Station and South Central Counties Solid Waste Agency (SCCSWA)

Huntingdon, Bedford, and Fulton Counties, Pennsylvania

In accordance with recommendations to be contained in the 2020 update to the SCCSWA Municipal Waste Management Plan (SCCSWA Plan), municipal waste, including typical municipal waste, construction/ demolition waste, regulated medical waste, and "special handling" municipal wastes that are generated from within the boundaries of Huntingdon, Bedford, and Fulton Counties, must be processed/ disposed at a Contracted Facilities listed in the Plan or those facilities that are properly permitted for the processing/disposal of waste. This Plan is currently under development, and is expected to be finalized and approved in 2020.

This Agreement is made this _____ day of _____, 20__ by and between the South Central Counties Solid Waste Agency of Huntingdon, Bedford, and Fulton Counties Pennsylvania, counties organized and existing under the laws of the Commonwealth of Pennsylvania, with each county operating a place of business in its respective county seat, hereinafter collectively known as the "South Central Counties Solid Waste Agency" or "SCCSWA", 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 Huntingdon, Bedford, and Fulton Counties, and that is to be disposed of, will be delivered to the aforementioned Facilities.

Transfer Station agrees to maintain a valid municipal waste transfer permit with the PA Department of Environmental Protection (DEP), or equivalent state agency for out-of-state facilities, 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 SCCSWA, on a quarterly basis on or before the 20th of April, July, October and January) the types and quantities of municipal waste accepted and transferred by Transfer Station from Huntingdon, Bedford, and Fulton Counties to each Disposal 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).

The term of this Agreement shall commence on the effective date, and the total length of the Agreement shall be for a minimum of 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 automatically renew at the end of the first term (five (5) years from the effective date), unless SCCSWA has exercised its right to terminate the Agreement or agreed to an alternate Agreement period, by submitting this information to the Operator in writing no less than 30 days prior to the end of the first term. SCCSWA shall have the sole discretion to exercise its right to renew the Agreement at the initial term's expiration date. If a Facility referenced above should decide to no longer accept waste from the Counties specified, the Transfer Station must discontinue use of (in the case of a facility that terminates services to SCCSWA governed region), or may begin utilizing (in the case of newly permitted Facilities) such Facilities for processing/ disposal of such municipal wastes from Huntingdon, Bedford, and Fulton Counties.

IN WITNESS WHEREOF, the South Central Counties Solid Waste Agency and the Transfer Station have caused this Municipal Waste Transfer Station Agreement to be executed as of the date and year first written.

SOUTH CENTRAL COUNTIES SOLID WASTE AGENCY

By: _____

Date: _____

Title: _____

TRANSFER STATION

By: _____

Date: _____

Title: _____