



**NORTHAMPTON COUNTY
DEPARTMENT OF COMMUNITY & ECONOMIC
DEVELOPMENT
NORTHAMPTON COUNTY, PA**

**2010 MUNICIPAL WASTE
MANAGEMENT PLAN**

Final Report

January 10, 2011

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1. DESCRIPTION OF WASTE

1.1. INTRODUCTION

The purpose of Section 1 is to describe the types and quantities of municipal solid waste (MSW) generated in Northampton County that must be managed by the municipal solid waste system defined in this Municipal Waste Management Plan (Plan). Current and historical data were used to estimate the quantity of municipal waste generated annually, including: annual County Waste Destination Reports provided by the Pennsylvania Department of Environmental Protection (DEP), annual Municipal Recycling Reports, and data from targeted surveys conducted in the County. A summary of this information is provided in this section.

This Plan updates Northampton County's 2005 Plan, which was submitted to the County but was not approved by the DEP. The current plan updates all relevant and/or out-of-date information from the 2005 Plan. This Plan update follows the direction of "Guidelines for the Development and Implementation of County Municipal Waste Management Plan Revisions" or Document Number 254-2212-504 issued by the Pennsylvania Department of Environmental Protection. It should be noted that DEP does not require every section to be updated and therefore, only a minimal survey of municipal waste generators was performed, as there has been little change in the County's municipal waste management system over the past decade.

The information provided in Section 1 will be the basis for projecting the municipal solid waste disposal capacity needs of Northampton County for the next 10 years. Ultimately, this section will define the disposal capacity required by Northampton County based on waste generation and diversion practices.

1.2. MUNICIPAL WASTE STREAM

Northampton County's municipal waste stream is generated by residences, businesses, institutions, industrial offices and cafeterias, and includes both wastes destined for disposal and also a wide range of source-separated recyclable materials. Table 1-1 presents historical population and municipal waste generation data for Northampton County as reported to DEP by various sources.

1. DESCRIPTION OF WASTE

Table 1-1 Historical Waste Generation

	ANNUAL				Percent of Total, 2009
	2006	2007	2008	2009	
Waste Generation (tons)					
Municipal Solid Waste [1],[2]	265,330	250,631	228,170	215,087	66%
Construction & Demolition Debris [1]	62,011	53,008	47,575	35,594	11%
Recycled Materials [3], [4]	63,298	77,722	67,595	75,011	23%
Total Waste Generation (tons)	390,639	381,361	343,341	325,692	100%
Population [5]	281,792	284,247	286,701	289,156	
Per-capita Waste Generation (tpy)	1.4	1.3	1.2	1.1	

[1] Includes municipal waste, sewage sludge and asbestos.

[2] Source: County Waste Destination Reports.

[3] Source: 2009 Re-TRAC Report

[4] Includes residential curbside, residential drop-off, commercial curbside and residential and commercial organics recycling. Excludes HHW.

[5] Source: Pennsylvania State University Data Center.

As shown above, Northampton County has historically experienced moderate growth in its population, with some expected fluctuation in waste generation based on economic factors. The per-capita generation rate for Northampton County, which averaged 1.3 tons per year between 2006 and 2009, is significantly higher than the Commonwealth's reported average generation rate of 0.8 tons per person per year. It is theorized that the higher generation rate is a result of the County being more industrialized than the state as a whole, with a significant concentration of commercial and institutional establishments.

While in some instances it would be necessary to use the Commonwealth's generation rate (particularly if the County generation rate was lower than 0.8 tons per capita), for the purpose of calculating Northampton Counties waste projections and disposal requirements over the next 10 years, MSW Consultants will utilize actual disposal data adjusted for population growth.

Table 1-2 applies the counties calculated per-capita waste generation rate to projected population growth through the 10 year planning period. The County believes these figures which rely on actual disposal data, reflect a more accurate assessment of MSW generation in Northampton County than the Commonwealth's reported figures. Therefore, this Plan update relies on the waste generation tonnages in Table 1-2 as the basis for estimating the future MSW disposal capacity requirement over the 10 year planning period. This will assure that the County will have sufficient capacity should currently exported wastes suddenly require in-state disposal.

1. DESCRIPTION OF WASTE

Table 1-2 Projected Waste Generation

	2010	2015	2020
Population [1]	291,610	304,236	316,862
Municipal Waste Generation (tons)			
Municipal Solid Waste [2], [3]	216,913	226,304	235,696
Recyclables [4]	75,647	78,922	82,198
Construction & Demolition Debris [4]	35,896	37,450	39,005
Total Waste Generation (tons)	328,456	342,677	356,898

[1] Source: Pennsylvania State University Data Center.

[2] Calculated based on 2009 disposal data adjusted for population growth.

[3] Includes municipal waste, sewage sludge and asbestos.

[4] Projected to grow at the same rate as population.

1.3. CONSTRUCTION & DEMOLITION WASTE

Table 1-1 shows that the amount of construction and demolition (C&D) waste reported has decreased substantially between 2006 and 2009 with an average amount disposed being approximately 49,500 tons. As the economic recovery is anticipated to slowly take shape and not reach the levels of the early to mid 2000's, the amount of estimated C&D material disposed was adjusted for population change based on 2009 disposal data (i.e., C&D is projected to track with population).

For each of the four years used to compile tonnage data, the majority of the County's C&D waste was delivered to the IESI PA Bethlehem Landfill and Grand Central Sanitary Landfill located in Bethlehem and Pen Argyl, Pennsylvania respectively.

No research has been done to determine the major components of the C&D waste stream in Northampton County and the potential to recover some of these components for recycling. With the C&D waste stream accounting for 35,594 tons in 2009 (out of an approximate total of 325,700 tons generated) the relatively small quantity compared to the overall waste stream makes aggressive recycling options difficult.

1.4. BIO-SOLIDS AND SEPTAGE WASTE

Sewage sludge and septage waste – commonly referred to as bio solids – is in Pennsylvania considered to be a type of municipal waste. As such, the municipal waste projections presented in this section and subsequent sections include septage waste. Sewage sludge is generated by waste water treatment plants as a result of removing and processing solids from the water during the treatment process.

Septage waste on the other hand is material that is removed from septic tanks and which generally has a higher liquid content than sewage sludge. Due to its high liquid content, septage waste collected from County sources has been found to largely be processed at wastewater treatment facilities in and around Northampton County. The solids from this waste stream then become part of the sewage sludge which is largely disposed of at landfills contracted with the County for disposal capacity.

1. DESCRIPTION OF WASTE

In 2009, 27,199 tons (or 0.1 tons per capita) of sewage sludge originating from Northampton County was disposed in three separate landfills – with the majority of the waste being disposed of in the Chrin Brothers Sanitary Landfill in Easton, Pennsylvania. The per capita generation rate of 0.1 tons is identical to the generation rate found in the 2005 Plan.

1.5. YARD DEBRIS

Yard debris composting in Northampton is largely limited to programs initiated by the mandated municipalities to fulfill their obligation to collect yard debris separate from municipal waste, most specifically leaf material in the fall.

In 2009, 27,772 tons of organic materials were collected from the residential and commercial sectors for recycling. There are two Compost Centers in the County. The municipalities with leaf waste composting operations are Bethlehem and Easton.

Many of the Municipalities within Northampton County have their own small yard debris drop off sites for there residents. These include Easton, Bethlehem Township, Nazareth Borough, Palmer Township, Lower Saucon Township, Hellertown Borough, Forks Township, and Upper Nazareth Township.

The City of Bethlehem Yard Debris Facility is located at the intersection of Schoenersville Road and Eaton Avenue. Only the City of Bethlehem residents may drop-off materials, however mulch is free to anyone. At the Yard Debris Facility, branches, small brush, hedge trimmings, garden plant residue, leaves and Christmas trees are accepted for composting. The City recommends "Grass-cycling" of grass clippings which is an excellent source of nitrogen for lawns and doesn't cause thatch.

In addition, there is also a regional facility at the First Regional Compost Authority (FRCA) located on Weaversville Road in East Allen Township. The FRCA serves 8 municipalities including Allen Township, Bushkill Township, East Allen Township, Moore Township, Lehigh Township, Bath Borough, Lower Nazareth Township and Northampton Borough.

1.6. INFECTIOUS AND CHEMOTHERAPEUTIC WASTE

Pennsylvania defines infectious and chemotherapeutic waste (ICW) generated by hospitals, nursing homes, clinics, dental and medical offices, as part of the municipal waste stream. Therefore, it is the County's responsibility to ensure proper management of this portion of the waste stream. In Northampton County, each facility makes individual arrangements for handling and disposition of ICW. In 2009 1,631.5 tons of infectious waste (or 0.006 tons per capita) was disposed of at the Grand Central Sanitary Landfill. The per capita generation rate of 0.006 tons is almost identical to the 0.005 generation rate found in the 2005 Plan.

1.7. RESIDUAL WASTE

Residual waste is waste generated as a by-product of an industrial process. In 2009, it was reported that 20,180 tons of residual waste (or 0.07 tons per capita) was disposed. While the Plan is not required to provide capacity for this waste stream, it does recognize the volume generated as it can compete for capacity with the County's municipal waste. The amount of

1. DESCRIPTION OF WASTE

residual waste generated annually in the County has decreased since 2006 and has averaged less than 22,000 tons per year between 2006 and 2009. This amount is significantly less than the municipal waste tonnage and does not appear to be an overwhelming factor in competing for municipal waste capacity.

1. DESCRIPTION OF WASTE

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2. DESCRIPTION OF FACILITIES

This section describes the facilities currently being used to manage the municipal solid waste (MSW) generated within Northampton County.

Most of the County's recyclables are being processed at facilities outside the County, and most County-generated MSW is being disposed at the Chrin Brothers Sanitary Landfill, the IESI Pennsylvania Bethlehem Landfill, and the Grand Central Sanitary Landfill, with smaller amounts going to the Mostoller Landfill, Keystone Sanitary Landfill, the Clinton County Solid Waste Authority, and others. To the extent municipal waste is being exported to out-of-state facilities, it is not reported to DEP and is not known to the County.

Table 2-1 below contains a list of the facilities that accepted municipal waste originating from Northampton County in 2009.

Table 2-1 Current Waste Management Facilities

<p>Chrin Brothers Sanitary Landfill 635 Industrial Drive Easton, PA 18042 Northampton County <i>Municipal Waste Accepted (Tons): 47,267.8</i> Owner: <i>Chrin Brothers, Inc.</i></p>	<p>IESI PA Bethlehem Landfill Corp. 2335 Applebutter Road Bethlehem, PA 18015 Northampton County <i>Municipal Waste Accepted (Tons): 45,538.4</i> Owner: <i>IESI</i></p>
<p>Grand Central Sanitation Landfill, Inc. 1963 Pen Argyl Road Pen Argyl, PA 18072 Northampton County <i>Municipal Waste Accepted (Tons): 43,045.7</i> Owner: <i>Waste Management</i></p>	<p>Mostoller Landfill, Inc. 7095 Glades Pike Somerset, PA 15501 Somerset County <i>Municipal Waste Accepted (Tons): 19,913.6</i> Owner: <i>Waste Systems International</i></p>
<p>Keystone Sanitary Landfill P. O. Box 249, Dunham Drive Dunmore, PA 18512 Lackawanna County <i>Municipal Waste Accepted (Tons): 15,358.8</i> Owner: <i>Louis and Dominick DeNaples</i></p>	<p>Wayne Township Landfill P.O. Box 209 McElhattan, PA 17748 Clinton County <i>Municipal Waste Accepted (Tons): 10,823.7</i> Owner: <i>Clinton County Solid Waste Authority</i></p>
<p>Cumberland County Landfill 135 Vaughn Shippensburg, PA 17257 Cumberland County <i>Municipal Waste Accepted (Tons): 1,958.3</i> Owner: <i>Cumberland County</i></p>	<p>Commonwealth Environmental Systems 99 Commonwealth Road Hegins, PA 17938 Schuylkill County <i>Municipal Waste Accepted (Tons): 1,711.5</i> Owner: <i>Louis and Dominick DeNaples</i></p>

2. DESCRIPTION OF FACILITIES

<p>WSI Sandy Run Landfill 956 Landfill Road Hopewell, PA 16650 Bedford County <i>Municipal Waste Accepted (Tons): 1,553.4</i> <i>Owner: Waste Systems International</i></p>	<p>F.R.&S. d/b/a Pioneer Crossing Landfill 727 Red Lane Road Birdsboro, PA 19508 Berks County <i>Municipal Waste Accepted (Tons): 179.7</i> <i>Owner: Republic Waste</i></p>
<p>IESI PA Blue Ridge Landfill Corp. 3747 White Church Road Chambersburg, PA 17201 Cumberland County <i>Municipal Waste Accepted (Tons): 153.4</i> <i>Owner: IESI</i></p>	

All of these facilities are located in Pennsylvania and have been issued a permit by the Department of Environmental Protection to operate under Pennsylvania Municipal Waste Regulations which meets the Federal Subtitle D criteria.

3. ESTIMATED FUTURE CAPACITY

As described in Section 1, population is a reasonable indicator of waste generation. As opposed to Pennsylvania DEP's average per-capita waste generation rate (0.8 tons/capita), an escalation of historically reported disposal quantities using existing disposal and population data is the best (i.e., most conservative) basis for projecting municipal waste generation figures. This projection for the next ten years will be used to determine the waste disposal/processing capacity required by the County.

Table 3-1 contains the data, sources, and assumptions used to project future capacity needs. The parameters contained in the table include:

- ◆ **Population:** Municipal waste generation is a function of a number of socio-economic factors; however, population has been found to serve as a reasonable indicator of waste generation. Northampton County's population is forecast to increase 9.2 percent (in total) from 2000 to 2010 and 8.7 percent (in total) from 2010 to 2020. Table 3-1 shows annual population estimates assuming level annual growth during the planning period or from 2009 through 2020.
- ◆ **Impact of Recycling:** Northampton County has an installed base of residential and commercial recycling programs. These recycling programs, which include residential curbside collection, residential drop-off collection, and commercial on-site collection, will reduce the amount of generated waste that ultimately requires disposal. Table 3-1 assumes that reported recycled material quantities will escalate at the rate of population growth for the duration of the planning period. Implicit in this assumption is that the County will maintain its current level of recycling and waste reduction, which as of 2009 was approximately 23 percent of its municipal waste stream - through public and privately-initiated recycling and waste reduction efforts. The programs currently in place are under the State's recycling goal of 35 percent.
- ◆ **Future Disposal Capacity Needs:** Future disposal needs are calculated by deducting recycled wastes from generated wastes. As shown in Table 3-1, beginning in 2010 Northampton County will need to dispose of roughly 253,000 tons per year initially, escalating to just under 275,000 tons at the conclusion of the 10-year Plan.

In an effort to validate this projection, it should be noted that the calculated per-capita generation value of 4.8 pounds per person per day (2009-2020 estimated) which appears high relative to what would be expected or about 3.5 pounds per person per day. This higher generation rate is most likely due to the large number of commercial and institutional generated waste.

In conclusion, Northampton County will meet future disposal needs by planning for the disposal quantities contained in this section.

3. ESTIMATED FUTURE CAPACITY

Table 3-1 Future Projected Municipal Waste Quantities for Disposal

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Demographics [1]												
County Population	289,156	291,610	294,135	296,660	299,186	301,711	304,236	306,761	309,286	311,812	314,337	316,862
Population Growth Rate	(0.9)%	(0.8)%	(0.9)%	(0.9)%	(0.9)%	(0.8)%	(0.8)%	(0.8)%	(0.8)%	(0.8)%	(0.8)%	(0.8)%
Reported MSW Disposed (Tons)												
Municipal	187,505	189,096	190,734	192,371	194,009	195,646	197,284	198,921	200,559	202,196	203,834	205,471
Sewage Sludge	27,199	27,430	27,668	27,905	28,143	28,380	28,618	28,855	29,093	29,330	29,568	29,805
C&D	35,594	35,896	36,207	36,518	36,829	37,139	37,450	37,761	38,072	38,383	38,694	39,005
<u>Asbestos</u>	<u>383</u>	<u>386</u>	<u>389</u>	<u>393</u>	<u>396</u>	<u>400</u>	<u>403</u>	<u>406</u>	<u>410</u>	<u>413</u>	<u>416</u>	<u>420</u>
<i>Sub-Total MSW Disposed</i>	250,681	252,809	254,998	257,187	259,376	261,566	263,755	265,944	268,133	270,322	272,512	274,701
Recycled Quantities [2]												
Residential [3]	24,297	24,504	24,716	24,928	15,140	25,352	25,564	25,777	25,989	26,201	26,413	26,625
Commercial [3]	22,941	23,136	23,336	23,547	23,737	23,937	24,138	24,338	24,538	24,739	24,939	25,139
<u>Organics [3], [4]</u>	<u>27,772</u>	<u>28,008</u>	<u>28,250</u>	<u>28,493</u>	<u>28,735</u>	<u>28,978</u>	<u>29,220</u>	<u>29,463</u>	<u>29,705</u>	<u>29,948</u>	<u>30,191</u>	<u>30,433</u>
<i>Subtotal Recycled</i>	75,010	75,647	76,302	76,957	77,612	78,267	78,922	79,578	80,233	80,888	81,543	82,198
<i>Recycling Rate</i>	23%	23%	23%	23%	23%	23%	23%	23%	23%	23%	23%	23%
Total Generated	325,691	328,456	331,300	334,144	336,898	339,833	342,677	345,521	348,366	351,210	354,054	356,898
Net Waste Requiring Disposal	250,681	252,809	254,998	257,187	259,376	261,566	263,755	265,944	268,133	270,322	272,512	274,701
<i>Disposed Lbs/Capita</i>	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75

[1] Source: Pennsylvania State Data Center.

3. ENTER SECTION TITLE

[2] Source: 2009 Re-TRAC data adjusted for population growth.

[3] Includes recyclables from the residential curbside and drop-off programs. Tonnages expected to track with population using 2009 as the base year.

[4] Includes organics from both residential and commercial sources.

3. ESTIMATED FUTURE CAPACITY

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4. DESCRIPTION OF RECYCLABLE MATERIALS

The recycling industry is estimated to generate \$23.4 Billion in economic activity in Pennsylvania. Northampton County is actively striving to enhance its recycling program and increase recycling tonnages within its borders. This section describes the recycling activities taking place in Northampton County and the impact of recycling on the amount of municipal waste requiring disposal/processing capacity.

4.1. POTENTIAL RECYCLABLE MATERIALS IN THE MUNICIPAL WASTE STREAM

Using United States Environmental Protection Agency Data, an examination of municipal waste generated in Northampton County likely indicates that approximately 50 percent of the municipal waste stream is made up of materials that could potentially be recycled. However, there are many factors that determine which materials are actually removed from the waste stream. These factors include but are not limited to: availability of markets for the materials, economics of a recovery system, competing options and how easily the materials can be segregated for recovery.

Table 4-1 below shows the percent of the municipal waste stream by material and the potential number of tons available for recovery. This is based on the estimated tons of municipal and C&D waste disposed¹ - or 224,992 tons for 2010. As seen in the values presented in Table 4-1, there is 112,046 tons of municipal waste disposed in Northampton County that could potentially be recovered.

¹ Municipal and C&D waste only. This excludes sewage sludge and asbestos where recycled materials would most likely not be part of the waste stream.

4. DESCRIPTION OF RECYCLABLE MATERIALS

Table 4-1 Recyclable Materials Available in Northampton Co. Municipal Waste Stream - 2010

Material	Percent of MSW [1]	Tons in MSW
Glass Containers (Clear and Colored)	4.0	9,000
Aluminum Cans	0.6	1,350
Steel and Bimetallic Cans	0.9	2,025
Newsprint and Insert	3.5	7,875
Office Paper	2.4	5,400
Corrugated Paper	11.9	26,774
Plastic Containers (PET, HDPE only)	2.7	6,075
Yard Waste	13.2	29,699
Tires	1.9	4,275
Appliances	2.1	4,725
Wood	6.6	14,850
TOTALS	49.8	112,046

[1] Based on 2008 U.S. EPA data

4.2. CURRENT IN-COUNTY RECYCLING EFFORTS

There are 38 municipalities within Northampton County. Of the 38 municipalities, 14 are required by Act 101 to collect at least three of the following materials: clear glass, colored glass, plastics, aluminum, steel and bi-metallic cans, high grade office paper, and newsprint. The remaining 24 municipalities in the County are not yet mandated to implement a recycling program. However, of these 24 municipalities, as of 2005, only six do not already have a voluntary program in place.

This section provides an overview of the county's current recycling efforts as they relate to the collection of curbside materials from residential establishments as well as from municipalities that have implemented drop-off programs for their customers.

4.2.1 MUNICIPALITIES WITH MANDATED RECYCLING PROGRAMS

Per §272.411 of the PA Code, a municipality that has a population of more than 5,000 but less than 10,000 persons and which has a population density of more than 300 per square mile, must establish and implement a source separation and collection program for recyclable materials.

Municipalities which fall within these specific demographic criteria are referred to as "mandated municipalities." As a result of the 2000 Census, the following 14 municipalities shown in Table 4-2 were required to provide a recycling program. It should be noted that a municipality has two (2) years from the time Census data becomes official to implement a

4. DESCRIPTION OF RECYCLABLE MATERIALS

recycling program. As the 2010 Census will not become official until sometime in 2011, any new mandated municipalities will have until 2013 to implement a recycling program.

Table 4-2 Mandated Recycling Programs Implemented in Northampton County

Municipality	Curbside Materials	Drop-off Materials
Bangor Borough	Aluminum; clear glass, colored glass; news; steel & bi-metal cans; PET plastic; HDPE plastic; OCC; magazines and poly-coated materials.	Commingled materials; office paper; OCC; newsprint and phone books.
Bethlehem City	Aluminum; catalogs; clear glass; colored glass; newspapers; magazines; mixed office paper; steel & bi-metal cans; Styrofoam; # 1-7 plastic container; and yard waste and leaves.	Leaves; brush; Christmas trees; aluminum; clear glass; colored glass; newspaper; steel & bi-metal cans; PET plastic; HDPE plastic; mixed plastic; OCC; magazines; phonebooks; books; junk mail; scrap metal; white goods and textiles.
Bethlehem Township	Aluminum; clear glass; colored glass; newspaper; steel & bi-metal cans; PET plastic; HDPE plastic; OCC and leaves	Brush.
Easton City	Aluminum; clear glass, colored glass; newspaper; steel & bi-metal cans; PET plastic; HDPE plastic; mixed plastic; OCC; magazines; mixed paper; junk mail; phone books; poly-coated materials and aerosol cans.	Aluminum; clear glass, colored glass; newspaper; steel & bi-metal cans; PET plastic; HDPE plastic; mixed plastic; OCC; magazines; mixed paper; junk mail; phone books; leaves and yard waste; poly-coated materials and aerosol cans.
Forks Township	Aluminum; clear glass, colored glass; newspaper; steel & bi-metal cans; PET plastic; HDPE plastic; OCC; magazines; mixed paper; leaves; poly-coated materials and aerosol cans.	Brush.
Hanover Township	Aluminum; clear glass, colored glass; PET plastic; HDPE plastic; OCC; magazines; mixed paper;	None

4. DESCRIPTION OF RECYCLABLE MATERIALS

Municipality	Curbside Materials	Drop-off Materials
	leaves; poly-coated materials and aerosol cans.	
Hellertown Borough	Aluminum; clear, green and brown glass; newspaper; magazines; office paper; junk mail; OCC; steel & bi-metal cans; # 1-7 plastic ; HDPE plastic; yard waste and leaves (2 x year); poly-coated materials and aerosol cans	Aluminum and aluminum scrap; scrap metal; yard waste (Lower Saucon-Hellertown Compost Site); Christmas trees; CFL's; mixed paper and newspaper.
Lehigh Township	Aluminum; clear glass, colored glass; newspaper; steel & bi-metal cans; PET plastic; HDPE plastic; OCC; leaves; scrap metal and aluminum scrap.	Yard waste.
Lower Nazareth Township	Aluminum; clear glass; colored glass; newspaper; steel & bi-metal cans; PET plastic; HDPE plastic and yard waste.	Brush and Yard waste.
Lower Saucon Township	Aluminum; clear glass; colored glass; newspaper; steel & bi-metal cans; PET plastic and HDPE plastic.	Aluminum; clear glass; colored glass; newspaper; steel & bi-metal cans; PET plastic; HDPE plastic; OCC; magazines; phone books; office paper; yard waste; tires and white goods.
Nazareth	Aluminum; clear glass, colored glass; newspaper; steel & bi-metal cans; PET plastic; HDPE plastic; magazines; leaves and scrap metal.	Yard Waste.
Northampton	Aluminum; clear glass, colored glass; newspaper; steel & bi-metal cans; PET plastic; HDPE plastic; leaves and white goods.	Aluminum; clear glass; colored glass; steel & bi-metal cans; PET plastic; HDPE plastic; yard waste; large white goods; tires; scrap metals and aluminum scrap.
Palmer Township	Aluminum; clear glass, colored glass; newspaper; steel & bi-metal cans; # 1-7 plastic; OCC; mixed paper	Aluminum; clear glass; colored glass; newspaper; steel and bi-metal cans; #1-7 plastic; OCC; magazines;

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Municipality	Curbside Materials	Drop-off Materials
	and aluminum scrap.	office paper; junk mail; scrap metal and yard waste.
Wilson Township	Aluminum; clear glass, colored glass; newspaper; steel & bi-metal cans; PET plastic; HDPE plastic; OCC; magazines; mixed paper; leaves poly-coated materials and aerosol cans.	Aluminum.

As can be seen in Table 4-2, ten of the fourteen mandated municipalities have also implemented drop-off centers to supplement the curbside programs.

4.2.2 NON-MANDATED MUNICIPALITIES RECYCLING PROGRAMS

The remaining 24 municipalities in Northampton County are not mandated to implement recycling programs. These 24 municipalities include Allen Township, Bath Borough, Bushkill Township, Chapman Borough, East Allen Township, East Bangor Borough, Freemansburg Borough, Glendon Borough, Lower Mt. Bethel Township, Moore Township, North Catasaqua Borough, Pen Argyl Borough, Plainfield Township, Portland Borough, Roseto Borough, Stockerton Borough, Tatamy Borough, Upper Mount Bethel Township, Upper Nazareth Township, Walnutport Borough, Washington Township, West Easton Borough, Williams Township and Wind Gap Borough.

As a testament to the importance of recycling within Northampton County, of the 24 municipalities listed above, only six of the non mandated municipalities do not already have a voluntary curbside program in place. These six non-mandated municipalities are Bushkill Township, Glendon Borough, Moore Township, North Catasaqua Borough, Stockertown Borough, and Upper Nazareth Township. Of these six, Moore Township has a limited drop-off center which accepts aluminum and aluminum scrap. Four of the non-mandated municipalities with curbside programs supplement these programs with drop-off centers. These four programs include Allen Township, Lower Mt. Bethel Township, Plainfield Township and Roseto Borough.

As non-mandated municipalities become mandated, or request assistance from the County to develop recycling programs, the County Recycling Coordinator will assist in developing appropriate programs tailored to each municipalities needs.

4.2.3 RESIDENTIAL CURBSIDE RECYCLING PROGRAMS

As reported in the 2005 Plan, the majority of the County curbside collection programs involve collection by the same vendor that provides municipal waste collection services. The recycling vendor is typically contracted directly by the municipality to provide the service. In the future, municipalities will continue to contract for recycling services.

The largest hauler in the County is Waste Management, Inc (WMI). WMI provides recycling hauling services throughout the County, except for in a few municipalities. In other municipalities, residents are responsible for contracting privately with a hauler for collection of

4. DESCRIPTION OF RECYCLABLE MATERIALS

recyclable commodities. These municipalities include Bethlehem, Bushkill, East Allen, Lehigh, Moore, and Plainfield Townships. In the City of Bethlehem, curbside recycling is contracted by RVD.

The collection of fall leaves is often handled by municipal staff or addressed in municipal waste collection contracts. Bath, Hellertown, Nazareth, Northampton, Tatamy and Wilson Boroughs; Bethlehem (Township), Forks, Hanover, Palmer, Easton and Lehigh Townships; and the City of Bethlehem all currently provide curbside collection of fall leaves for their residents. Throughout the County, the leaves are taken to farms for direct land application or a municipal composting facility such as the Bethlehem Compost Center located on 1480 Schoenersville Road or to FRCA located at 6701 Weaversville Road, East Allen Township.

According to the Re-TRAC report, in 2009, 16,948 tons was collected from the residential recyclables curbside program and 20,829 tons from the residential organics curbside program for a combined total of 37,777 tons. With a 2009 population of 289,156 the generation rate from the residential curbside recyclables and curbside organics program was 0.13 tons per capita per year.

4.2.4 MUNICIPAL DROP-OFF RECYCLING PROGRAMS

As discussed in Section 4, numerous municipalities feature drop-off facilities which accept a wide range of recyclable commodities. Many municipalities that are not mandated to recycle have drop-off centers with other municipalities supplementing existing curbside collection programs with one or more drop-off sites. In Northampton County there are six municipalities which do not have drop-off centers at this time. These municipalities include Bethlehem Township, Forks Township, Hanover Township, Lehigh Township, Nazareth (yard waste only), and Wilson Borough (aluminum collection only.) A goal of the County Recycling Coordinator is to encourage these remaining municipalities to develop and operate one or more drop-off centers. Operating additional drop-off centers will in the long run help the County meet and maintain the state required 35 percent recycling goal. In addition, the County intends to work with municipal officials to expand opportunities for yard waste collection programs.

In 2009, the residential recycling drop-off program collected 7,349 tons of recyclables and 6,556 tons of residential organic material for a total of 13,906 tons (or 0.05 tons per capita) diverted. By expanding both the number of municipal drop-off centers and organics diversion programs, the County hopes that these programs will increase the overall recycling rate from 23 percent to 35 percent in the near future.

4.2.5 COMMERCIAL RECYCLING PROGRAMS

In Northampton County, the collection and processing of recyclables is performed by private haulers. Commercial, municipal and institutional establishments within a mandated municipality are required to recycle aluminum, high-grade office paper and corrugated paper in addition to other materials chosen by the municipality. Businesses which wish to start up a recycling program can contact the County Recycling Coordinator, or their local municipality for assistance.

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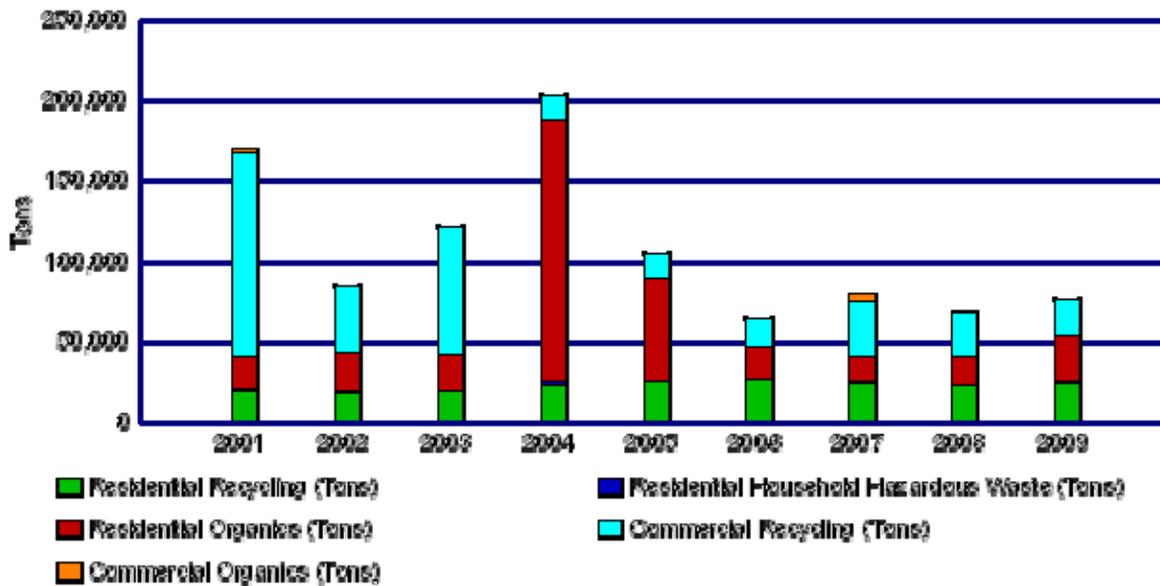
In 2009, as reported by Re-TRAC, commercial businesses within Northampton County recycled 22,941 tons of curbside recyclables (aluminum, glass, plastics, etc.) and 387 tons of organic material for a total diversion of 23,328 tons of material from the waste stream.

4.2.6 SUMMARY OF COUNTY RECYCLING PROGRAMS

In 2009, the residential curbside program (recyclables and organics) diverted 37,777 tons of material, while the residential drop-off programs (recyclables and organics) diverted approximately 13,906 tons of material from the landfill. Similarly, in 2009 it was reported that 23,328 tons of curbside recyclables and organics was diverted from the commercial waste stream.

A summary of the quantities and types of materials diverted by both the residential and commercial county-wide drop-off collection sites in 2009 are shown in Table 4-2. Figure 4-1 below shows a graph of recycling activities (total tons generated) between 2001 and 2009 in the County by commodity type from both the residential and commercial drop-off programs.

Figure 4-1 Total Tons of Recyclables Generated, 2001 to 2009 [1]



[1] Source: 2009 Re-TRAC™ Reports Northampton County, Northeast Region.

Table 4-3 Recyclable Materials Diverted from the Northampton County Municipal Waste Stream by Material - 2009 [1]

Material Name	Res. Curbside	Res. Drop-off	Commercial	Total [2]
# 1 Plastic (PET) (PL1)	9.4	0.0	16.2	25.6
# 2 Plastic (HDPE) (PL2)	5.4	0.0	24.1	29.5
# 3 Plastic (PVC) (PL3)	0.0	0.0	32.5	32.5
# 4 Plastic (LDPE) (PL4)	0.0	0.0	11.9	11.9

4. DESCRIPTION OF RECYCLABLE MATERIALS

Material Name	Res. Curbside	Res. Drop-off	Commercial	Total [2]
# 5 Plastic (PP) (PL5)	0.0	0.0	260.1	260.1
# 6 Plastic (PS) (PL6)	0.0	0.0	25.0	25.0
Aluminum Cans (AA1)	68.9	3.5	15.2	87.5
Aluminum Scrap (AA2)	0.0	0.1	4.3	4.4
Brown Glass (GL4)	22.1	0.0	0.3	22.4
Cardboard (C01)	2,022.9	820.5	12,941.6	15,785.0
Clear Glass (GL1)	21.1	0.0	0.0	21.1
Clothing and Textiles (MO3)	0.0	64.4	225.0	289.4
Commingled Materials (XXX)	6,860.9	162.4	1,456.1	8,479.3
C&D (MO2)	0.0	814.2	0.0	814.2
Drum Plastic (DR1)	0.0	0.0	1.1	1.1
Drum Steel (DR2)	0.0	0.0	28.6	28.6
Ferrous Metals (F01)	15.0	537.5	256.3	808.8
Film Plastic (PL8)	0.0	0.0	82.0	82.0
Green Glass (GL3)	20.8	0.0	0.0	20.8
Magazines (PA1)	81.7	611.3	73.8	766.8
Mixed Cans (MX2)	0.0	194.3	0.0	194.3
Mixed Glass (GL2)	388.9	130.4	151.1	670.4
Mixed Metals (MM1)	0.0	8.3	42.1	50.4
Mixed Papers (PA3)	2,562.4	2,247.4	2,651.7	7,461.6
Mixed Plastic (PL7)	184.2	86.6	161.3	432.1
Newsprint (PA2)	3,247.4	633.6	937.7	4,818.8
Non-Ferrous Metals (NO1)	0.0	5.2	1,517.9	1,523.1
Office Papers (PA4)	24.1	27.4	480.5	532.0
Other Plastic (PL9)	37.8	0.0	103.3	141.1
Phone Books (PA6)	0.0	91.7	4.2	95.9
Rubber Tires (MO1)	0.0	0.0	90.9	90.9
Single-Stream (SS1)	1,285.1	910.7	1,326.0	3,521.8
Stainless Steel (NO5)	0.0	0.0	3.0	3.0
Steel & Bi-metallic Cans (F02)	89.9	0.0	0.2	90.1
White Goods (F03)	0.0	0.0	17.1	17.1

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Material Name	Res. Curbside	Res. Drop-off	Commercial	Total [2]
Totals	16,948.0	7,349.5	22,941.1	47,236.8

[1] Source: 2009 Re-TRAC™ Report Northampton County, Northeast Region.

[2] Excludes 27,772 tons of residential and commercial organic materials (food waste, wood waste and yard and leaf waste) and 623 tons of residential Household Hazardous Waste.

Recycling tonnage by municipality and material type is shown in Table 4-3 below. It should be noted that the data is ordered by the amount of material recovered (or rank).

4. DESCRIPTION OF RECYCLABLE MATERIALS

Table 4-4 County List by Total Tons Generated, Ordered by Rank, 2009 [1]

County	Residential Recycling	Residential Organics	Commercial Recycling	Commercial Organics	Total
Bethlehem City	8,485.8	10,960.0	10,267.1	0.0	29,712.9
Bethlehem Township	432.4	3,333.1	2,434.8	30.0	6,230.3
Palmer	1,885.0	1,950.0	2,134.7	112.0	6,081.7
Lower Nazareth	2,144.4	988.8	1,529.7	0.0	4,662.9
Hanover	883.0	1,867.0	1,600.0	0.0	4,350.0
Forks	1,279.1	820.0	1,951.8	230.8	4,281.7
Easton	1,401.6	796.5	775.0	0.0	2,973.1
Nazareth	502.6	1,620.0	160.7	0.0	2,283.3
Lehigh	542.5	1,180.0	1.7	0.0	1,724.2
Moore	261.2	1,111.5	49.2	0.0	1,421.9
Northampton	807.6	165.0	440.8	0.0	1,413.4
Hellertown	419.4	793.0	107.1	0.0	1,319.5
Lower Saucon	438.8	91.0	576.6	14.0	1,120.4
East Allen	188.1	721.5	79.2	0.0	988.8
Plainfield	698.4	0.0	66.0	0.0	764.4
Allen	275.4	385.0	1.3	0.0	661.7
Washington	286.0	0.0	286.8	0.0	572.8
Bushkill	344.7	84.9	52.5	0.0	482.1
Bangor	391.4	75.0	4.8	0.0	471.2
Upper Mt. Bethel	434.6	0.0	35.6	0.0	470.2
Wilson	376.0	8.5	79.5	0.0	464.0
Williams	372.8	0.0	54.1	0.0	426.9
Walnutport	196.7	92.0	97.3	0.0	386.0
Upper Nazareth	38.8	275.0	0.0	0.0	313.8
Bath	141.3	37.0	99.8	0.0	278.1
Lower Mt. Bethel	234.6	0.0	0.0	0.0	234.6
Wind Gap	153.8	0.0	30.6	0.0	184.4

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County	Residential Recycling	Residential Organics	Commercial Recycling	Commercial Organics	Total
Pen Argyl	162.2	0.0	14.3	0.0	176.5
Roseto	101.7	0.0	0.0	0.0	101.7
Tatamy	87.9	12.5	0.0	0.0	100.4
Freemansburg	89.1	0.0	1.2	0.0	90.3
East Bangor	79.7	0.0	0.0	0.0	79.7
West Easton	76.7	0.0	2.6	0.0	79.3
Chapman	45.8	0.0	0.0	0.0	45.8
Portland	27.5	0.0	6.3	0.0	33.8
Stockertown	11.0	18.0	0.0	0.0	29.0
Glendon	0.0	0.0	0.0	0.0	0.0
North Catasauqua	0.0	0.0	0.0	0.0	0.0
Total	24,297.6	27,385.3	22,941.1	386.8	75,010.8

[1] Source: 2009 Re-TRAC™ Report Northampton County, Northeast Region. Excludes 623 tons of residential Household Hazardous Waste.

4.2.7 OTHER COUNTY RECYCLING PROGRAMS

In addition to the County's curbside and drop-off collection programs for recyclables and organic waste, the county operates multiple e-waste (electronics) and household hazardous waste (HHW) collection events.

In 2009, Northampton County oversaw three e-waste collection events. The first was on May 9th; the second on May 16th; and the most recent was held on October 3rd. At the e-waste collection events the County accepts all discarded computers, CPU's, monitors, printers, copiers, keyboards, mice, scanners, televisions, cell phones, lap tops, telephones, CD's and DVD's, household batteries, fluorescent lamps, answering machines, fax machines, stereos, consumer electronics, and other unwanted electronics. The County charges a nominal fee for the collection and proper disposal of the e-waste, which may range from \$0.25 for a fluorescent light bulb to \$1.00 for a printer to \$18.00 for a television set. In addition, it is not uncommon for some municipalities and civic groups to sponsor e-waste collection events on their own.

In October 2009, the County held its annual HHW collection event on the main campus parking lot of the Northampton Community. The event was open to all Northampton County residents free of charge due in part to sponsorship by the Northampton County Department of Community and Economic Development and the Northampton Community College. HHW waste accepted at the event included paint products, automotive products, cleaners, pesticides, thermostats, mercury batteries, glues and adhesives, fluorescent light bulbs, and mercury light switches. According to the 2009 Re-TRAC report, 623 tons of HHW was diverted from the waste stream.

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These special programs are yet another illustration of the County's commitment to assist with achieving the 35 percent State diversion goals.

4.3. RECYCLING PROGRAM COSTS AND EFFORTS TOWARD SUSTAINABILITY

With commodity market prices being volatile, the Administrative Fee has been critical to the economic stability of the Solid Waste Department and Special Waste Collection Programs. This fee has been challenged by some in the disposal community, but continues to currently be a legal means to generated required revenue. In light of the challenges, the County as part of this Plan update process evaluated alternative revenue options to replace the Administrative Fee in the event it is no longer a viable revenue source. The options analysis is discussed in detail in Section 5. Meanwhile, the fee would remain the primary source of revenue to support the integrated waste management programs under the direction of the Department.

Not factored into any of the economic details is the cost avoidance savings incurred by diverting materials from disposal and not needing to pay the associated tipping fee on this tonnage. This is primarily due to the fact that all municipal waste collection in Northampton County is by private subscriptions and avoided costs can not realized by the County. As a result there are no direct benefits to the operations of the Department.

4.4. RECYCLING PROGRAM ENVIRONMENTAL BENEFITS

Since 2002, the Department has reported the progress of recycling in Pennsylvania through an analysis of economic and environmental benefits rather than simple tonnage and percentage rate. This calculation can also be of use to counties. Each county should calculate the appropriate environmental benefits of the most recent year's recycling using the NERC, the EPA WARM, or the NRC calculator, and indicate these benefits as part of Chapter 4 in the plan.

The environmental benefits of recycling in Northampton County were calculated using the NERC calculator, which was suggested as the preferred calculator by the Department of Environmental Protection (DEP). Northeast Recycling Council, Inc. (NERC's) Environmental Benefits Calculator generates estimates of the environmental benefits of a study area, based on the tonnages of materials that are source reduced, reused, recycled, landfilled or incinerated (includes waste-to-energy). The Calculator is based on per ton figures of the estimated energy use and emissions from several lifecycle analysis studies. The estimates are average figures based on "typical" facilities and operating characteristics existing in the United States. The Calculator incorporates U.S. EPA's most recent WARM Calculator, as well as facts and figures from the U.S. Department of Energy, Steel Recycling Institute, Glass Packaging Institute, and U.S. Climate Technology Cooperation Gateway, to name a few.

The following bullets summarize the environmental benefits of county, municipal and commercial recycling activities for 2009, according to the NERC calculator. It should be noted that the NERC Environmental Benefits Calculator does not contain cells to enter

4. DESCRIPTION OF RECYCLABLE MATERIALS

amounts for household hazardous waste (HHW). As such these tonnages were excluded from the overall Environmental Benefits calculation.

- ◆ **Total Quantity Recycled:** 75,010.6 tons.
- ◆ **Net Reductions in Greenhouse Gas Emissions:** 33,840.3 Metric Tons of Carbon Equivalent.
- ◆ **Net Energy Savings:** 839,066.1 Million BTUs.
- ◆ **Net Gas Saved:** 6,753,694.2 gallons.
- ◆ **Landfill Space Saved:** 97,218.3 cubic yards.
- ◆ **Number of Tree Seedlings Grown:** 1,588,100.8 seedlings.

A copy of the complete Environmental Calculator results may be requested if needed. The complete report outlines all the benefits, while the summary above addresses the key benefits.

4.5. RECYCLING EDUCATION PROGRAMS

In the 2005 Plan (and relevant today), it was stated that both the County and the municipalities share the responsibility for public education. The County provides recycling educational materials to municipalities, special interest groups, commercial and institutional establishments and local school districts throughout the County. The County also assists municipalities in tailoring their educational materials to the specific programs or needs. For program specific public education materials, the County provides model brochures, names of printers and cost information. The cost of developing a recycling program, whether curbside or drop-off, is specific to each group or municipality responsible for developing the program. Via the Recycling Coordinator however, the County can provide a recycling program cost analysis and guidance to any municipality that should seek assistance in developing a program.

4.6. MEASURES FOR CONTINUING TO EXCEED THE 35 PERCENT REYCLING GOAL

As calculated in Table 3-1, Northampton County's recycling rate is currently 23 percent, based on the reported disposal and recycling quantities for 2009. Given that Table 4-1 shows approximately 50 percent of the County's waste stream is composed of recyclable materials, the County seems to have sufficient opportunity for additional recycling. However, to maintain the current diversion rate and capture the remaining available fraction of recyclable materials, the County will need to continue to encourage municipal programs (continue to expand the drop-off program) and encourage additional efforts in capturing and composing the organic fraction of the waste stream, specifically the yard waste component. Also the County should maintain educational efforts and aggressively pursue recycling figures from the commercial/industrial sectors that often go unreported.

Areas where additional potential recycling opportunities exist include:

- ◆ Increasing the amount of material composted, especially yard waste collected curbside by municipalities.

4. DESCRIPTION OF RECYCLABLE MATERIALS

- ◆ Expand drop-off collection system in municipalities currently using the system and incorporate additional municipalities into the program.
- ◆ Trying to increase recycling at small businesses and institutions that have been difficult to reach thus far.

Communities and counties both nationally and throughout Pennsylvania have diversion systems that have achieved and exceeded the Pennsylvania State goal of 35 percent per year. This has been achieved by requiring municipal curbside collection programs for all Act 101 materials, plus additional materials such as, all plastic containers, aluminum foil, paperboard, mixed residential paper and others. Also, these areas generally have a greater commercial sector and institutional base that are often required to recycle by law. Additionally, these areas are typically more aggressive in diverting organics from the waste stream, beyond the typical leaves and yard debris to include restaurant and grocery store organics diversion and processing. Finally, areas that are experiencing high levels of development have taken advantage of recovering and processing C&D waste materials.

Commonly, these communities and counties with higher diversion rates are more suburban or urban in nature with denser population centers and more commercial enterprises. For instance Centre County, Pennsylvania has long ago, succeeded in achieving and exceeding the State 35 percent goal, however the majority of the population base lives in and around State College, where there is Penn State University, a State Correctional Institution and numerous industries. Programs have been established both publically and privately to maximize diversion of waste from disposal as it has proved to be economically justifiable. Given that Northampton County is below the 35 percent goal, achieving a small increase in diversion from one of the various waste streams could increase the overall diversion rate to 35 percent.

Northampton County will continue to pursue cost-effective programs to increase the diversion rate and offer expanded services to residents and businesses throughout the county in our quest to reach the Pennsylvania recycling goal of 35%.

5. SELECTION AND JUSTIFICATION

5.1. INTRODUCTION

The purpose of this section is to describe the process used to select the overall waste management system for the County and provide justification for the selection.

The current municipal waste system employed by Northampton County involves a combination of public and private participation:

- ◆ Most waste collection and all waste disposal services are managed by the private sector.
- ◆ Recyclables collected at the curb are generally handled by private haulers, or in the case some instances the municipality or gated community association.
- ◆ Processing and disposal of C&D waste are managed by the private sector.
- ◆ Other recyclables such as scrap metals, used oil, lead acid batteries and other non-ACT 101 recyclable materials are managed primarily by the private sector. All of these other recyclables are marketed by the private sector.
- ◆ Biosolids and septage are managed by a combination of private and municipal entities.
- ◆ Infectious and chemotherapeutic waste is managed privately.

Northampton County intends to continue the current system as summarized above, including the continuation of its drop-off program, for the 10-year planning period. The reasons for selecting to continue with the current system are:

- ◆ **Proven Record of Fulfilling Public Needs:** The current system has fulfilled the needs of Northampton County residents throughout the previous planning period. The continued designation of both in-county and out-of-county disposal facilities will encourage competition for waste disposal services, which should help to keep the cost of disposal reasonable. Haulers collecting the County-generated municipal waste will have the choice of using whichever facility offers the best price, ultimately controlling costs to their customers.
- ◆ **Convenience:** Materials are currently flowing from points of generation to disposal or recycling sites with little or no difficulty, particularly due to the fact that the primary facilities in the current system are easily accessible to all locations and fairly convenient for users. The County-designated landfills and transfer facilities likewise, are within convenient driving distance from most parts of Northampton County.
- ◆ **Cost-Effectiveness:** With the designation of conveniently located landfills or transfer facilities for disposal, costs are expected to remain competitive, and should serve to keep tipping fees reasonable. The processing and marketing of recyclables by the County has been acceptable for the municipalities that use the service, and without any other major processors in the County, the cost could possibly be significantly greater if materials had to be hauled to more distant, out of County facilities.
- ◆ **Sufficient Capacity:** The current system of privately owned disposal and transfer facilities has provided more than adequate capacity to manage all waste and recyclables

5. SELECTION AND JUSTIFICATION

generated in Northampton County. There is no need to seek additional facilities or consider other management options unless substantial changes occur in waste generation and composition or in costs associated with other management options.

5.2. WASTE MANAGEMENT SYSTEM

Northampton County's waste management system addresses waste disposal, recycling, and potential material handling alternatives. Each is described in the sections below.

5.2.1 MUNICIPAL WASTE DISPOSAL

5.2.1.1 Currently Qualified Facilities

Consistent with DEP guidance, Northampton County will continue to rely on third party waste disposal facilities to accommodate required waste disposal capacity for County-generated wastes. To select the facilities to provide the capacity required for the County's municipal waste stream for the next ten years, the County was prepared to qualify facilities responding to a Facility Qualification Request (FQR). As of October, 2010 disposal capacity requests from 17 private disposal locations have been received and some contracts have been executed by facility representatives. It is anticipated that all contracts will be executed by the remaining facilities by November, 2010.

Once fully executed, the County haulers will be encouraged to use disposal capacity at any one or more of the facilities identified through the qualification process utilized by the County to identify facilities to contract with for disposal capacity. Appendix A contains copies of the FQR and forms used by the County to select and designate facilities to provide the required disposal capacity.

Facilities will be qualified using the following criteria:

- (1) ability to demonstrate they are accepting municipal waste from County sources or could demonstrate intent to accept Northampton County waste;
- (2) willingness to comply with the terms and conditions of the County's Disposal Capacity Agreement (see sample agreement in Appendix);
- (3) willingness and ability to assure capacity for some or all of the municipal waste generated in the County for next ten years;
- (4) facility operator has all necessary Federal, State and local permits to operate facility;
- (5) a good compliance record; and
- (6) reasonableness of tipping fees proposed; and

It is important to note that the FQR also explored the willingness of respondents to collect and remit a per-ton Recycling Sustainability Fee (Fee). However, the FQR did not require respondents to agree to this Fee and allowed open negotiations about the nature and conditions of the Fee.

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

5. SELECTION AND JUSTIFICATION

Table 5-1 lists the facilities responding and summarizes how they measured in meeting the FQR qualification criteria. Overall, all of the facilities were generally responsive and most are agreeable to the FQR terms and conditions. As a result of the ongoing FQR process, the following observations have been noted to date:

- ◆ IESI did not respond to the FQR, but in 2009 accepted over 45,000 tons of Northampton's municipal waste.
- ◆ Keystone and CES submitted subsequent to the FQR responses due date, but the County is honoring their submittals, as municipal tonnage was delivered to these facilities from Northampton sources in 2009. Collectively these two facilities reported accepted approximately 33,000 tons of Northampton municipal waste in 2009.
- ◆ East Penn Sanitation Inc., operating a municipal waste transfer station in Bethlehem, in Northampton County submitted subsequent to the FQR responses due date, but the County is honoring their submittal, as municipal tonnage was delivered to this facility from Northampton sources in 2009. Total amount reported as received was 24,294 tons.
- ◆ The Chrin Brothers Landfill took exception to the Recycling Sustainability Fee (RSF), however they have suggested that they would be willing to negotiate the Fee with the County.
- ◆ Of the six facilities that reported accepting no municipal waste from Northampton sources in 2009, two are located in Northwestern PA.
- ◆ Waste Management suggested they would like to negotiate capacity commitments with the County at their responding facilities and the amount of the RSF. Seven WM facilities responded to the solicitation process.

5. SELECTION AND JUSTIFICATION

Table 5-1 Facility Qualification Evaluation Chart

Facility Name	Does Facility have 10 year capacity?	Does the facility currently receive waste from Northampton County?	How does facility maximum MSW pricing compare in year one (2010)?	Does the facility have an acceptable compliance history?	Has facility agreed to terms & conditions proposed in FQR?	Distance of facility from Easton, Northampton County.
Chrin Brothers, Inc.	YES – received new 10 year renewal 1/1/10 for capacity	YES – 91,640 tons in 2009	\$65.00/ Ton	YES – Minimal violations in past 5 years	NO – requests no Recycling Sustainability Fee without negotiated conditions	2 Miles
East Penn Sanitation, Inc.	Transfer Facility, at least 10 years	Yes – 24,292 tons of MSW in 2009	\$75.00 /Ton	Some violations in past 5 years	YES	Under 10 miles
WM - Grand Central Sanitary Landfill	YES - 11 years	YES – 43,046 tons in 2009	\$105.00/Ton – rates do not include fuel surcharge or environmental fee	YES – 17violations in past 5 years	Requests negotiation for capacity reservation and Recycling Sustainability Fee	12Miles
WM - GROWS North Landfill	YES – 11 years	NO	\$105.00/Ton – rates do not include fuel surcharge or environmental fee	YES – 18 violations in the past 5 years	Requests negotiation for capacity reservation and Recycling Sustainability Fee	60 Miles
WM – Pine Grove Landfill	NO - 1.23 years	NO	\$105.00/Ton – rates do not include fuel surcharge or environmental fee	YES - 2 violations in past 5 years	Requests negotiation for capacity reservation and Recycling Sustainability Fee	70 Miles
WM – Alliance Sanitary Landfill [1]	NO – Approximately 1 years (however expanding)	NO	\$105.00/Ton – rates do not include fuel surcharge or environmental fee	YES - only 2 NOV's in past 5 years	Requests negotiation for capacity reservation and Recycling Sustainability Fee	75 Miles

5. SELECTION AND JUSTIFICATION

Facility Name	Does Facility have 10 year capacity?	Does the facility currently receive waste from Northampton County?	How does facility maximum MSW pricing compare in year one (2010)?	Does the facility have an acceptable compliance history?	Has facility agreed to terms & conditions proposed in FQR?	Distance of facility from Easton, Northampton County.
WM - Phoenix Resources Landfill	YES - 10 years C&D only	C & D only - Received no C&D from Northampton County	\$50.00/Ton -- rates do not include fuel surcharge or environmental fee	YES -- 8 violations in past 5 years	Requests negotiation for capacity reservation and Recycling Sustainability Fee	195 Miles
WM - Mountain View Reclamation Landfill	YES - 39 years	NO	\$105.00/Ton -- rates do not include fuel surcharge or environmental fee	YES -- no violations reported in the past 5 years	Requests negotiation for capacity reservation and Recycling Sustainability Fee	131 Miles
WM - Tulleytown Resource Recovery Facility	YES -- 32 years	NO	\$105.00/Ton -- rates do not include fuel surcharge or environmental fee	YES -- 11 violations in the past 5 years	Requests negotiation for capacity reservation and Recycling Sustainability Fee	60 Miles
IWS McAuliffe Hauling and Recycling Services, Inc.	N/A - Transfer Facility	NO for 2009, but they deliver waste to the Wayne Township LF which reported 10,824 tons in 2009	\$100.00/Ton with annual CPI increases	YES - No violations reported for transfer facility in past 5 years	YES -- No exceptions noted	32 Miles
IWS Cumberland County Landfill	YES - 21 years	YES - 1,958 tons in 2009	\$47.50/Ton with annual CPI increases	YES - No violations reported in past 5 years	YES -- No exceptions noted	116 Miles

5. SELECTION AND JUSTIFICATION

Facility Name	Does Facility have 10 year capacity?	Does the facility currently receive waste from Northampton County?	How does facility maximum MSW pricing compare in year one (2010)?	Does the facility have an acceptable compliance history?	Has facility agreed to terms & conditions proposed in FQR?	Distance of facility from Easton, Northampton County.
IWS Sandy Run Landfill, Inc.	NO –permitted capacity of 2.3 years, expansion request for additional 10-12 years	YES – 1,553 tons in 2009	\$49.00/Ton with annual CPI increases	Yes – 1 violation in past 5 years	YES – No exceptions noted	189 Miles
Keystone Sanitary Landfill	YES – 17 years capacity	Yes – 15,000 tons of MSW and 1,500 tons of residual in 2009	\$90.00 /Ton	YES - No violations in past 5 years	YES	68 miles
Commonwealth Environmental Systems	YES - 13.4 years capacity	Yes – 18,000 tons of MSW and 1290 tons of residual in 2009	\$90.00 /Ton	YES - No violations in past 5 years	YES	78 miles
Mosteller Landfill, Inc.	Possible – reports 9.3 years	YES – 19,914 tons in 2009	\$38.00/Ton with annual CPI increases	Yes – 3 violations in the past 5 years	YES – No exceptions noted	230 Miles
Seneca Landfill, Inc.	YES – 10 years	NO	\$100.00/Ton for 2010 with 4% annual escalation	YES – 9 violations in the past 5 years	YES – No exceptions noted in response and Capacity Agreement was executed with Fee	348 Miles
Tri-County Landfill, Inc.	YES – 10.5 years	NO	\$100.00/Ton for 2010 with a 4% annual escalation factor	No information regarding violations provided in response	YES – No exceptions noted in response and Capacity Agreement was executed with Fee	318 Miles

[1] Waste management Alliance Sanitary Landfill was only recently notified by DEP that their expansion permit application has passed the Department’s technical review.

5. SELECTION AND JUSTIFICATION

The County formally advertised and distributed the FQR and invited facilities nation-wide to respond by advertising in the Waste and Recycling News classified section. Waste and Recycling News is a nationally distributed publication. Additionally, the County advertised statewide through the Pennsylvania Bulletin and locally through the area newspapers. Respondents to the FQR included 14 landfills, one resource recovery facility, and two transfer station - all Pennsylvania facilities.

All facilities agreed to accept all or part of the annual municipal tonnage generated in Northampton County. Tipping fee prices (the cost per ton for refuse to be disposed at a landfill) ranged from \$38.00 per ton to \$105.00 per ton in 2010 for facilities that will be designated in this Plan update. Haulers may at their discretion use any these disposal sites under contract with Northampton County. **Collectively, the responding facilities can provide five times the capacity required for Northampton County's municipal waste annually, for the next ten years.**

5.2.1.2 Procedure to Add Designated Facilities

If a County hauler, municipality or business wishes to designate another facility for processing or disposing of municipal waste other than the ones that will be in the near future be under agreement with the County, the procedure described below must be followed to obtain County authorization to designate another facility. The County is ultimately responsible for disposal of County generated municipal waste as set forth in Chapter 3 of ACT 101. When refuse is delivered to facilities in Pennsylvania, the facility operator is required to identify the origin of the waste by County if from in-state sources. Therefore, the County assumes certain liabilities for refuse delivered from County sources. The County must be certain that any designated facility used for the disposition of its waste minimizes the County's risks by operating a facility that is in full compliance with State and federal rules and local regulations. The following procedure will enable the County to be reasonably assured that County generated waste is being properly managed in a County designated facility. Additional designation of facilities will be predicated on the facility complying with all the terms and conditions of the Disposal Capacity Agreement, consistent with all the other designated disposal facilities' positions.

The procedure and time-line to add a new Designated Facility are as follows:

- ◆ First, a County hauler, municipality or business must petition the County using the one page form shown in the Appendix to have a facility considered for adding to this Plan.
- ◆ Within ten working days of receiving the petitioning form, the County will forward a copy of the FQR to the facility being requested for inclusion in the Plan.
- ◆ Upon receipt of the completed FQR from the facility in question, the County will review and respond to the information in the FQR within 20 working days.
- ◆ If all information is in order, the County will mail an executed Disposal Capacity Agreement to the facility no later than the twentieth day of the review period.
- ◆ Immediately after receiving the fully executed Agreement, the County will notify, in writing, all County municipalities and the Pennsylvania Department of Environmental Protection that an additional designated facility has been added to the Plan as a non-substantial Plan revision.
- ◆ At that time the requesting hauler, municipality or business will then be at liberty to use the facility for disposal of Northampton County generated municipal waste under the same conditions of the currently qualified facilities.

5. SELECTION AND JUSTIFICATION

It is the intent of the County to make the process of designating additional facilities as simple and expeditious as possible. If the facility representative responds in a timely manner to the FQR, the entire process could take less than sixty days.

5.2.2 RECYCLING SYSTEMS

The County will continue to depend on the existing private and publicly owned third party material recovery facilities (MRFs) and scrap yards to provide for the processing and marketing of recyclables collected in Northampton County during this ten year planning period. The MRFs, Consolidation Center and scrap yards have sufficient capacity to manage the recyclables now being generated within the County, and there appears to be no need to consider additional management options or facilities at this time.

The County has not played a role in the processing of recyclables. However, it did market these materials to final and intermediate markets (such as out-of-county MRFs) but will not be required to continue to do so during this ten-year planning period, since the county-wide collection operation is now privatized. The County will also encourage additional recycling when it is economically feasible, directing generators to deliver materials to existing facilities within the region surrounding the County. This includes: 1) providing technical assistance to help non-mandated municipalities establish curbside recycling if the interest exists; 2) encouraging greater collection and processing of woody vegetation/brush, using equipment purchased by municipalities with Act 101 Section 902 grant funds; and 3) encouraging businesses and institutions to reassess their efforts and develop and/or expand recycling programs when it is economically feasible..

In addition, the County will continue to rely on the public and private operations that compost yard waste generated in the County. As noted for recyclables, there is adequate capacity for managing these materials within the existing structure, so other options are not being explored at this time.

5.2.3 ALTERNATIVE MUNICIPAL WASTE HANDLING SYSTEMS

The County continues to be open to new and innovative technologies to accept and manage county generated municipal waste. However with the number of viable landfill and a waste transfer operation located in contiguous counties, no other technology appears to be an economically viable alternative at this time. Going forward into this new ten year planning horizon, the County would like to reinvestigate the viability of a publically-owned and operated transfer station. With the new Supreme Court decision out of New York State allowing for flow control of waste to a publically-owned facility, this option offers a new potential for Northampton County.

The potential of securing lower landfill disposal rates, if one hundred percent of the County's municipal waste is committed to a single disposal facility with a viable back up, merits this option being examined. Further, if the transfer station is owned by the County then they can control the rate charged to local haulers for transfer and disposal and build into the tipping fee costs associated with all services offered by the County integrated waste management system. Many other counties in Pennsylvania and nationally have relied on such a system configuration to fund their municipal waste management programs, which in Northampton County would include drop-off recycling collection, special waste collections and public education.

Over the course of the next ten years, the County reserves the right to reinvestigate this option by conducting a feasibility analysis based on the County generated tonnage and disposal fees offered by facilities interested in accepting one hundred percent of the County's municipal waste for disposal. The costs associated with developing the facility and operating the facility and

5. SELECTION AND JUSTIFICATION

transfer/haul costs will be evaluated for Northampton County's specific circumstances. If this option proves viable, then the County will decide if it is favorable to move ahead in this direction and will update its Plan accordingly.

There are currently no known practical or economically competitive options in Northampton County, other than those described within this plan, for the processing and marketing of recyclables and yard waste, processing and disposal of MSW (including C&D waste), and processing, marketing and/or disposal of biosolids/septage, HHW, white goods, and infectious and chemotherapeutic wastes.

5.3. BIO-SOLIDS AND SEPTAGE MANAGEMENT SYSTEM

Northampton County will continue to rely on the current system for managing biosolids and septage. Biosolids management involves processing of wastewater, in facilities located throughout the County, into biosolids that are primarily landfilled. The designated disposal facility contained in this Plan accepts biosolids for disposal and this material is included as part of the disposal capacity reserved for Northampton County.

Because the existing system is capable of managing biosolids and septage generated in Northampton County, no further options are being considered for the processing and disposal of this material at this time.

5.4. INFECTIOUS AND CHEMOTHERAPEUTIC WASTE

The current system for managing infectious and chemotherapeutic waste, which is managed solely by the private sector, is adequate for handling this material. The County will continue to rely on this system and is not considering other options for this ten year planning period.

5.5. INAPPROPRIATE METHODS OF DISPOSAL

Every county in Pennsylvania has had to address problems that result if its residents do not dispose of the wastes they generate in a legal, responsible manner. This section addresses the most common illegal disposal practices.

5.5.1 ILLEGAL DUMPING

Like most counties in Pennsylvania, illegal dumping exists in both urban and rural areas of Northampton County. While most would view illegal dumps as eyesores, they also create significant concerns for public health and safety, property values, and the general quality of life. When they are ignored, these sites often become chronic dumping areas. Preventing illegal dumping will require the County to address factors that contribute to this problem. Cleaning up existing dumps will require cooperation from residents, businesses, haulers, and disposal facilities in the area.

Many counties in Pennsylvania have a problem because of the large number of municipalities that manage residential waste through individual subscription systems. In these municipalities, some residents choose to dump their waste illegally rather than pay for a hauler to collect their waste and dispose of it properly. However, there are other factors that contribute to the problem. Some haulers will not collect what might be considered construction and demolition waste generated at the residential level as a result of remodeling and similar activities—

5. SELECTION AND JUSTIFICATION

materials such as drywall, roofing shingles, siding, lumber, bricks, and concrete. Other difficult to dispose of items such as tires, auto parts, appliances, and furniture also end up in illegal dumps. Proper disposal of these materials may require hauling them to a disposal facility during operating hours and paying to dispose of them, an inconvenience or expense that dumpers may wish to avoid. In Northampton County, many municipalities are working diligently to identify, reduce and eliminate the preponderance of illegal dump sites.

Northampton County's Ordinances do not address illegal dumping. Illegal dumping may be addressed to some degree within municipal ordinances, though it is not clear that municipalities are enforcing any such provisions. The County will consider revising an ordinance to address illegal dumping as appropriate in the future.

Even if a County's ordinance can be used to prohibit illegal dumping and provide for punishment for the activity, the effectiveness of this prohibition requires the cooperation of (1) law enforcement personnel in responding to calls and tracking down illegal dumpers, and (2) the court system in prosecuting these offenders. Individuals and haulers will continue to dump if it is clear that they will not be punished for the activity. Because of this, Northampton County may look into ways to work with local law enforcement officials to enforce against illegal dumping.

Additional action is needed, however, to address the clean-up and safe disposal of materials in existing dumps and to prevent further dumping. A number of counties throughout Pennsylvania are looking to manage these activities through local chapters of PA CleanWays, a non-profit organization dedicated to cleaning up dumps and ending illegal dumping. This organization, through a network of local volunteers, works with municipalities, businesses, law enforcement personnel and disposal facilities to clean up existing dumps, identify and punish those who dump illegally, and monitor problem areas to help prevent future dumping. Usually the County Recycling Coordinator acts as a point person in incorporating a chapter of PA CleanWays in any given county, and works with the organization to address illegal dumping problems in the county. As of October, 2010 PA CleanWays had not yet completed their survey of illegal dumpsites within Northampton County, although they are expected to do so by the end of 2011.

5.5.2 WASTE BURNING

Northampton County can not prohibit burning of waste. It is the responsibility of municipalities to determine rules for any waste burning that takes place within their borders. Most municipalities permit some types of open burning. However, it should be noted that burning is not a preferred method of waste disposal because of environmental problems that result.

6. LOCATION

The purpose of this section is to identify the physical location of disposal facilities that will accept municipal waste from Northampton County sources for the 10-year planning period.

In 2010, the County issued a Facility Qualification Request (FQR) intended to identify disposal locations that demonstrated the ability to adequately accept municipal waste from County sources. The County formally advertised and distributed the FQR and invited facilities nation-wide to respond. A total of 17 disposal locations responded favorably to the FQR, and these facilities are discussed in detail in Section 5.

Although 17 disposal facilities responded to the FQR process, as of October 5, 2010 the County has yet to finalize negotiations or secure a contract with all of the respondents that will potentially serve as the designated disposal facilities of Northampton County generated waste for the next ten years. However, it is anticipated that in the near future, the County will have finalized selecting which facilities it intends to contract with.

As such, Table 6-1 below lists only the designated facilities that responded to the FQR process (and not those that have secured contracts) to provide all or part of the annual capacity required for Northampton County generated municipal waste over the next ten years.

Table 6-1 Northampton County Potential Waste Management Disposal Facilities

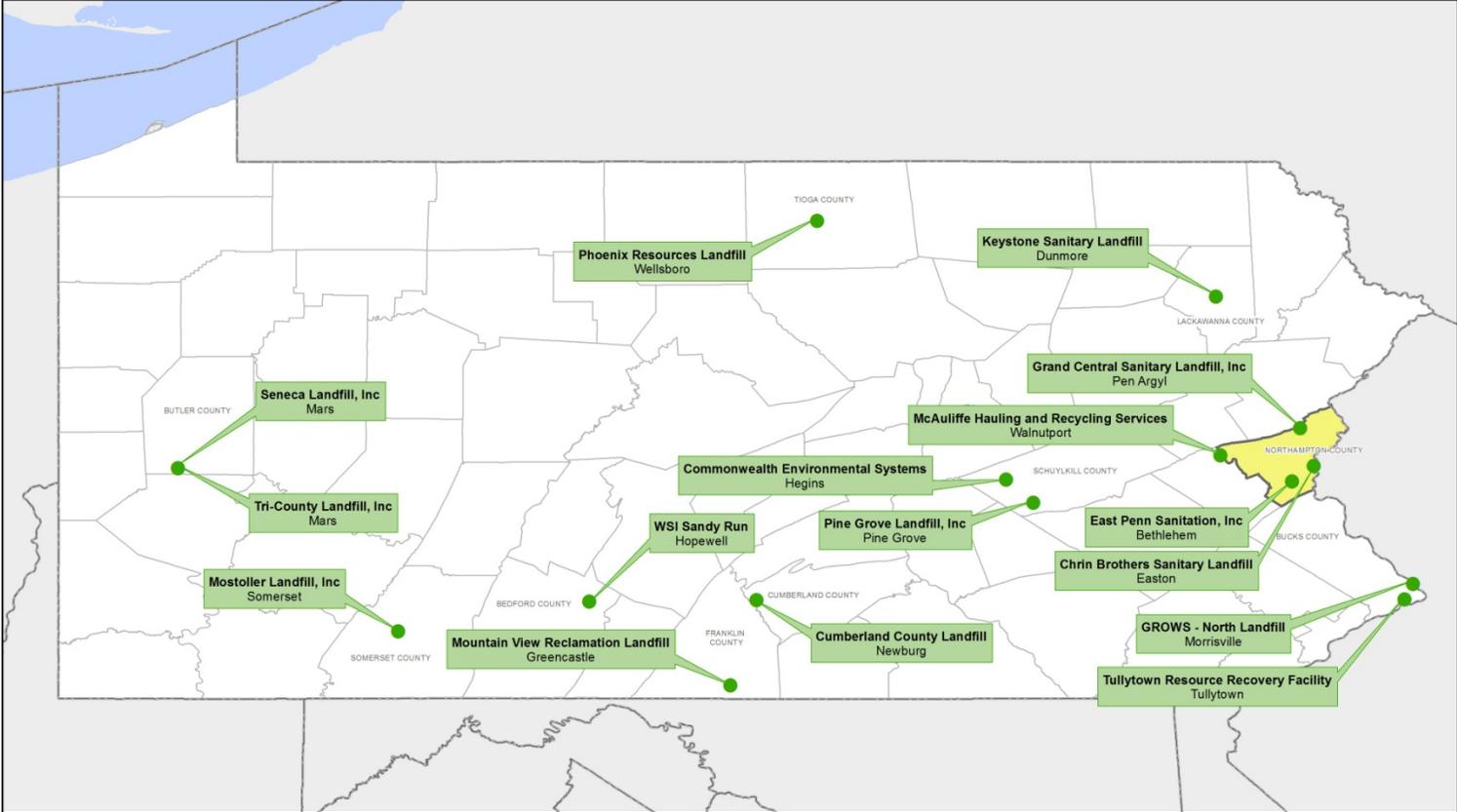
<p>Alliance Sanitary Landfill, Inc. 398 South Keyser Avenue Taylor, PA 18517 Lackawanna County Contact Person: Charles Raudenbush, Jr. Phone Number: (267) 580-2837 Owner: Waste Management</p>	<p>Chrin Brothers Sanitary Landfill 635 Industrial Drive Easton, PA 18042 Northampton County Contact Person: Corey Rosenberger Phone Number: (610) 258-8737 Owner: Chrin Brothers, Inc</p>
<p>Cumberland County Landfill 620 Newville Road Newburg, PA 17240 Cumberland County Contact Person: Kevin Bush Phone Number: (717) 423-5393 Owner: Interstate Waste Services</p>	<p>McAuliffe Hauling and Recycling Services, Inc. T.S. 4816 Timberline Road Walnutport, PA 18088 Northampton County Contact Person: Jay McLaughlin Phone Number: (201) 258-1300 Owner: Interstate Waste Services</p>
<p>Seneca Landfill Inc. P.O. Box 1080 Mars, PA 16046 Butler County Contact Person: Edward Vogel Phone Number: (724) 625-9000 Owner: Vogel Disposal Services, Inc.</p>	<p>Tri-County Landfill, Inc. P.O. Box 858 Mars, PA 16046 Butler County Contact Person: Edward Vogel Phone Number: (724) 625-9000 Owner: Tri-County Industries</p>

6. LOCATION

<p>Phoenix Resources Landfill 782 Antrim Road Wellsboro, PA 16901 Tioga County Contact Person: Ron Wilson Phone Number: (570) 353-2406 Owner: Waste Management</p>	<p>Sandy Run Landfill 956 Landfill Road Hopewell, PA 16650 Bedford County Contact Person: Barry L. Clark Phone Number: (814) 928-5001 Owner: Interstate Waste Services</p>
<p>Mountain View Reclamation Landfill 9446 Letzburg Road Greencastle, PA 17225 Franklin County Contact Person: Stacey L. Reeder Phone Number: (717) 597-5666 Owner: Waste Management</p>	<p>Tulleytown Resource Recovery Facility 200 Bordentown Road Tullytown, PA 19007 Bucks County Contact Person: Robert Luliucci Phone Number: (215) 428-4340 Owner: Waste Management</p>
<p>Grand Central Sanitary Landfill, Inc. 910 W. Pennsylvania Avenue Pen Argyl, PA 18072 Northampton County Contact Person: Charles Raudenbush, Jr. Phone Number: (267) 580-2837 Owner: Waste Management</p>	<p>Mostoller Landfill, Inc. 7095 Glades Pike Somerset, PA 15501 Somerset County Contact Person: Scott Lambert Phone Number: (814) 444-0112 Owner: Interstate Waste Services</p>
<p>GROWS – North Landfill 1000 New Ford Mill Road Morrisville, PA 19067 Bucks County Contact Person: Robert Luliucci Phone Number: (215) 428-4340 Owner: Waste Management</p>	<p>Pine Grove Landfill, Inc. 193 Schultz Road Pine Grove, PA 17963 Schuylkill County Contact Person: Sean Ryan Phone Number: (570) 345-2777 Owner: Waste Management</p>
<p>East Penn Sanitation, Inc. 4687 Hanoverville Road Bethlehem, PA 18020 Northampton County Contact Person: Yvonne Plakotaris Phone Number: (610) 759-6398 Owner: East Penn Sanitation, Inc.</p>	<p>Keystone Sanitary Landfill P. O. Box 249, Dunham Drive Dunmore, PA 18512 Lackawanna County Contact Person: Dan O'Brien Phone Number: (570) 343-5782 Owner: Louis and Dominick DeNaples</p>
<p>Commonwealth Environmental Systems 99 Commonwealth Road Hegins, PA 17938 Schuylkill County Contact Person: Dan O'Brien Telephone: (570) 343-5782 Owner: Louis and Dominick DeNaples</p>	

6. LOCATION

Figure 6-1 Northampton County Potential Disposal Site Locations



6. LOCATION

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7. IMPLEMENTING ENTITY IDENTIFICATION

The Northampton County Environmental Conservation Coordinator attached to the Department of Community and Economic Development is responsible for implementing this Plan and all future municipal waste planning and Plan revision activities for Northampton County. The legal authority for this office is derived from the County Code, the County Executive, the County Council, and the Northampton County Waste Management Plan. The function of this office involves the following principal activities:

- ◆ **Coordination of Recycling**—This function involves coordination among the mandated municipalities and providing assistance to all Northampton County municipalities, private citizens, and agencies that wish to become involved in the recycling effort.
- ◆ **Recycling Implementation**—This function involves facilitating the implementation of municipal curbside and drop-off programs, as well as any special collection efforts within the County and education efforts.
- ◆ **Administration of the Northampton County Waste Management Plan** —The County is responsible for:
 - ◆ Overseeing municipal solid waste collection, storage, transportation and disposal services.
 - ◆ Regulating the establishment, maintenance and operation of private solid waste collection, storage, transportation and disposal services.
 - ◆ Assisting communities in adopting, issuing and enforcing local rules and regulations.
 - ◆ Assisting to inform municipalities about changes in federal and state laws, rules and regulations that may affect or would affect solid waste management in the County or municipalities.
 - ◆ Operating the Northampton County special waste collection programs.
 - ◆ Providing technical assistance to municipalities in implementing municipal recycling and composting programs.
 - ◆ Providing technical assistance to commercial establishments and institutions in implementing recycling programs.
 - ◆ Planning and implementing County-wide programs to provide general education to the public about recycling and composting, and to provide information about the range of recycling opportunities throughout the County.
 - ◆ Continuing to promote recycling through school programs and with civic organizations.
 - ◆ Collecting and evaluating data on recycling and waste generation by municipality and County.
 - ◆ Collecting and evaluating data on recycling and waste generation by commercial, institutional and industrial establishments in the County.
 - ◆ Preparing required reports for submission to the DEP.

7. IMPLEMENTING ENTITY IDENTIFICATION

- ◆ Applying for grants to carry out County and municipal recycling and composting programs, administering grants received, and reporting on results.

The Department of Community and Economic Development has historically served as the entity responsible for implementing and operating the Plan, and will continue to do so.

8. PUBLIC FUNCTION

Northampton County does not intend to purchase or operate its own disposal facility. Consequently, at this time, the Plan does not contain any information relative to the costs or development of such a facility. The County does intend to continue operating its own special waste collection programs.

Northampton County uses the private sector to manage some aspects of the municipal waste system. With the exception of municipal waste collection in some municipalities, the County intends to continue to rely on the private sector to provide municipal waste collection and disposal services. The private sector will also remain responsible for managing recyclable materials generated by commercial and institutional entities in Northampton County, including collection, processing and marketing.

The private sector will also continue to be responsible for the collection, processing and disposal of liquid sludge and septage and infectious and chemotherapeutic waste.

8. PUBLIC FUNCTION

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9. IMPLEMENTING DOCUMENTS

The documents necessary for implementation of this Plan are:

- ◆ **Municipal Waste Disposal Capacity Agreement.** This is the mechanism by which the County assures capacity for County-generated municipal wastes at the County Designated Facility as defined in this Plan.
- ◆ **Municipal Recycling Ordinances.** These ordinances contain the requirements for recycling in the County's mandated municipalities, or any voluntary municipal. These ordinances meet the requirements of Act 101.
- ◆ **Northampton County Resolution.** Upon completion of this Plan revision, the Northampton County Council will adopt the revised Plan in the form of a resolution.

These documents are included as appendices to the Plan.

The completed Plan and resolution will be submitted to DEP for approval. Upon approval by DEP, each municipality within the County will receive a copy of the completed Plan revision advising them of the County's adoption and DEP's approval.

Should additional implementing documents become necessary for full implementation of this Plan, Northampton County and Northampton County municipalities will exercise their respective authorities for the adoption and execution of any and all documents deemed necessary to carry forth its obligations and to implement this Plan.

9. IMPLEMENTING DOCUMENTS

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10. ORDERLY EXTENSION

This Plan has been updated using both current data, as well as data from the 2005 Plan (which was not adopted by the County or approved by DEP) to provide for the orderly extension of municipal waste management programs in a manner that is consistent with the needs of Northampton County. The Plan update has been developed with consideration of best available estimates of population and economics, use of best available technologies and good engineering practice, and in accordance with current federal, state and local laws and regulations.

This Plan does not conflict with any state, regional, or local plans.

10. ORDERLY EXTENSION

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11. METHODS OF DISPOSAL OTHER THAN BY CONTRACTS

As described in Section 5, the current municipal waste system in Northampton County is largely a private sector function, with the exception of municipal waste collection in some municipalities. Residential and commercial municipal wastes have capacity reserved for disposal in County Designated Facilities with which Northampton County has executed agreements. Note that an exception is granted to materials that may be reclaimed through beneficial reuse (some biosolids, for example, may potentially be land applied). These agreements cover the entire ten years required by Act 101. Sufficient capacity is available to dispose of sewage sludge and C&D waste at these facilities as well, although the County supports management options that eliminate the need for disposal, such as land application and other methods of beneficial reuse, as long as these options meet all state and federal requirements.

Management of recyclables is carried out by a combination of public and private sector efforts, with Northampton County municipalities contracting collection of recyclable materials through existing municipal curbside haulers.

Management of infectious chemotherapeutic waste (ICW) is carried out by the private sector without a public contract. The County is not required by this planning process to arrange for processing or disposal capacity for these materials and has elected not to do so at this time. The current system has been efficient and cost-effective. There is sufficient capacity for handling these materials, and they are being managed responsibly at this time.

Collection of all types of waste and recyclables (with the exception of the municipal recycling programs and the county-wide special waste collection programs) is managed by the private sector, sometimes under contract, sometimes through open subscription systems (where individual customers arrange for collection by any of a number of haulers). All collection vehicles operating in the County over a State-specified weight are licensed by the State to ensure the vehicles are acceptable to operate safely in the Commonwealth.

Commercial hauling vehicles below the State-specified weight (not requiring PA state licensing) are required to register with the County.

11. METHODS OF DISPOSAL OTHER THAN BY CONTRACTS

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12. NON-INTERFERENCE

The Northampton County Municipal Waste Management Plan will not interfere with the design, construction, operation, financing or contractual obligations of any municipal waste processing or disposal facility. There are facilities in Northampton County and the surrounding counties that can and do accept recyclables and other wastes for processing and/or disposal. The County has not, nor does it plan to, interfere with any part of the construction or operation of these facilities.

12. NON-INTERFERENCE

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13. PUBLIC PARTICIPATION

In 2009, the Northampton County Executive and County Council approved the Northampton County Solid Waste Advisory Committee (SWAC) and appointed members based on meeting the committee profile as stipulated in Act 101. The SWAC continues to provide for public participation in the Plan development process. This group functions under the direction of the Northampton County Executive and County Council.

The SWAC has met twice during the time of the County's involvement in this Plan update process. One additional meeting that was scheduled was cancelled due to inclement weather. A final meeting is tentatively scheduled in the near future to take action on recommending the Plan update for adaption by the County.

The group has been involved in every phase of the plan revision process, and the group's input was very important to the process and was taken into consideration in preparing this revised plan. The Committee reviewed and commented on each section of this plan during its preparation.

Dates of all meetings are shown in Table 13-1, while the minutes generated from each meeting are included in the Appendices. Also included in the SWAC Minutes Appendices is a response document that was prepared to provide written responses to questions and comments raised by individuals participating in the Plan review process.

Table 13-1 Northampton County SWAC Meeting Record

SWAC Meeting Dates	Location
March 8, 2010	County Government Center (669 Washington Street, Easton, PA)
May 5, 2010	County Government Center (669 Washington Street, Easton, PA)

An addendum will be prepared to notify DEP and others as necessary regarding the final SWAC meeting outcome and minutes.

13. PUBLIC PARTICIPATION

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14. ADDITIONAL INFORMATION

There is no additional information for the development or the implementation of the Northampton County Municipal Waste Management Plan.

14. ADDITIONAL INFORMATION

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APPENDIX A

SAMPLE DISPOSAL CAPACITY AGREEMENT

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MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT

COUNTY OF NORTHAMPTON

THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this ____ day of _____, 2010, by and between the COUNTY OF NORTHAMPTON, a political subdivision of the Commonwealth of Pennsylvania (County), and Facility Name (Operator).

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) requires the County, as part of its Municipal Waste Management Plan, to provide capacity assurance for the processing and/or disposal of all municipal waste expected to be generated within the County for a period of at least ten (10) years. To meet its obligation, the County issued a Facility Qualification Request (FQR) to solicit responses from interested parties to negotiate an agreement to provide capacity for all or a portion of municipal waste generated in Northampton County for up to ten (10) years. The Operator responded to the FQR, met the qualification requirements, and the Operator's proposal was accepted by the County Executive. This Agreement provides the terms and conditions under which the Operator will provide disposal capacity and services for the benefit of the County.

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

Article 1. GENERAL DEFINITIONS AND TERMS

1.1 DEFINITIONS

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

Acceptable Waste. Municipal waste and all other wastes the facility is permitted to accept under applicable laws and regulations.

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

Agreement. The Municipal Waste Disposal Capacity Agreement between the County and the Operator, as amended, supplemented or extended and the FQR and other submittals of Operator.

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

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

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

County. The County of Northampton, Commonwealth of Pennsylvania, solely and acting through its designated agent, the Northampton County Solid Waste Department.

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

Facility. Processing and/or disposal facilities, including municipal waste, construction/demolition and residual waste landfills, resource recovery facilities and transfer stations, that are fully permitted and licensed for the disposition of municipal waste (as defined herein), and/or residual waste.

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

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

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

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

Waste Hauler. Any person collecting and/or transporting County-generated municipal waste to the County designated disposal facility or another fully permitted facility.

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

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

Operator. **Facility Name**, or any permitted successors, assigns, or affiliates.

Operator's Facility. The Operator's permitted facility located in **Municipality/ties**, **Name of** County, Pennsylvania.

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

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

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

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

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

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

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

Ton. Two thousand (2,000) pounds.

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

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

1.2 OTHER WORDS, TERMS, PHRASES

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

Article 2. REPRESENTATIONS

2.1 REPRESENTATIONS OF COUNTY

The County represents and warrants that:

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

2.2 REPRESENTATIONS OF OPERATOR

The Operator represents and warrants to the County that:

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

except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Operator under any agreement or instrument to which the Operator is party or by which the Operator or its assets may be bound or affected.

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

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

(h) Except as disclosed on Exhibit A, the Submittal Form for Municipal Solid Waste Disposal Services contained in the County's Facility Qualification Request, attached hereto and incorporated herein by reference, the Operator is not a subsidiary of any parent.

2.3 PARENT GUARANTEE

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

2.1 DESIGNATION AS PROCESSING/DISPOSAL FACILITY

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

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

Article 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 Exhibit A:

- (a) The County may, at its option cause, to be delivered to the Operator's Facility during the receiving times all, part or none of the acceptable waste generated in the County.
- (b) The County or any waste hauler shall notify the Operator that it intends to exercise its right to deliver acceptable waste to the Operator's Facility prior to commencing the delivery of such wastes.
- (c) The Operator shall provide processing and/or disposal capacity as may be needed by the County for all acceptable waste generated within the geographic boundaries of the County and that the County may cause to be delivered to the Operator's Facility. This shall include delivery of acceptable waste on an occasional basis by individual County residents in small vehicles. The Operator and the County shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

3.2 RELEASE FROM COMMITMENT

The Operator may at any time request that the County release it from its commitment to provide all or part of the reserved capacity required by Article 3.1 and specified in Exhibit A. Such request shall be in writing and shall set forth the basis for the request. The County shall in good faith review the Operator's request, based on the County's ability to ensure sufficient disposal capacity for municipal waste estimated to be generated during that particular calendar year, and make a determination within ten (10) business days of receipt of the request. If the request does not jeopardize the County's ability to ensure sufficient disposal capacity, it shall grant the Operator's request. The County's decision shall be in writing and delivered to the Operator.

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

Article 4. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

4.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

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

Facility is located in-County, vehicles of all waste haulers delivering waste to the Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Operator's Facility. If the Operator's Facility is located out-of-County, vehicles of Northampton County waste haulers delivering municipal waste from Northampton County sources to the Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Operator's Facility.

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

4.2 RECEIVING TIME/HOURS OF OPERATION

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

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

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

4.3 RIGHT TO REFUSE DELIVERY

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

(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; or (iii) loads containing significant amounts of unacceptable waste. The Operator may refuse delivery of the entire load or only the portion that contains the unacceptable materials. The Operator shall notify waste haulers prior to initial waste delivery of the Operator's waste monitoring program and expected procedures and responsibilities under such program.

(c) The Operator's Facility may not reject a load of acceptable waste from the County for any reason except those listed in Article 4.3 (a) and (b). Reaching the average daily permitted capacity may not be used as a basis for rejecting County-generated loads of acceptable waste.

4.4 COMPLAINTS

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

4.5 TITLE TO MUNICIPAL WASTE

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

4.6 PERMITS

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

Article 5. RECORDKEEPING AND REPORTING REQUIREMENTS

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

5.1 BASIC REPORTING REQUIREMENTS

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

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

5.2 SPECIAL REPORTING REQUIREMENTS

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

5.3 ADMINISTRATIVE INSPECTIONS

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

Article 6. TIPPING FEES AND OTHER CHARGES

6.1 TIPPING FEES

(a) All waste haulers shall pay at a maximum the rates set forth in Exhibit A for County-generated municipal waste, residual waste, and acceptable waste. The rates shall, as applicable, include the following fees: (i) Act 101 host municipality fee plus any additional fee negotiated by the host County or municipality; (ii) Act 101 recycling fee and growing greener fee; (iii) Act 101 postclosure fee; and (iv) the **Recycling Sustainability Fee**.

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

(c) The County shall not be responsible for the failure of any waste hauler, to pay the Operator's tipping fees.

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

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

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

6.2 RECYCLING SUSTAINABILITY FEE

The County would like to collect a **Recycling Sustainability Fee** of one dollar (\$1.00) on each ton of municipal waste delivered to the Operator's Facility from Northampton County sources. This fee would be forwarded as a quarterly payment consistent with the payment scheduled for Act 101 fees. The fee will be accompanied by a report as described in Article 5.1 (a). The amount of this fee may be revised as deemed necessary by the County, and the Operator shall be notified in writing at least thirty (30) days prior to the effective date of any such change.

If the Operator would fail to make timely payment to the County of the County **Recycling Sustainability Fee**, the Operator would additionally pay the County interest on the unpaid amount due at the rate established pursuant to Section 806 of the Act of April 9, 1929 (P.L. 343, No. 176), known as The Fiscal Code, from the last day for timely payment to the date paid.

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

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

Revenues generated by this Fee will be deposited by the County in a separate account and used exclusively for solid waste management related activities. These activities will include; Municipal Waste Management Plan development and implementation activities, county initiated recycling and municipal composting related endeavors and for special waste collection programs. No funds generated by this Fee will be used for non solid waste management related activities.

Article 7. INSURANCE

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

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

To the extent not covered by the insurance, the County may pursue from the operator any losses caused as a result of a fault or negligence of the operator.

Article 8. INDEMNIFICATION

8.1 INDEMNIFICATION

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

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

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

8.2 COOPERATION REGARDING CLAIMS

If either the County or the Operator shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by the County against the Operator pursuant to Article 8.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Operator of any obligation of indemnification it may have under Article 8.1. The County and the Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit or proceeding and, in the case of a claim for indemnification pursuant to Article 8.1, the Operator shall, upon acknowledgment in writing of its obligation to indemnify the County, be entitled to cooperate with the County with respect to the defense. With the written consent of the County, the Operator may assume the defense or represent the interests of the County with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the County and to propose, accept or reject offers of settlement.

Article 9. DISPUTES, DEFAULTS AND REMEDIES

9.1 RESOLUTION OF DISPUTES

In the event any claim, controversy or dispute arises between the County and the Operator, or if any approvals, agreements or concurrences specified herein shall not have been timely given, the Operator and the County shall undertake in good faith to resolve the dispute. If the County and the

Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Northampton County, Pennsylvania, in equity or to law to litigate such disputes.

9.2 EVENTS OF DEFAULT BY COUNTY

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

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

9.3 EVENTS OF DEFAULT BY OPERATOR

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

9.4 FORCE MAJEURE

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

9.5 REMEDIES

- (a) The County and the Operator agree, except as provided in Article 9.5 (b) and (c) below, in the event of a default by either party under this Agreement, upon the right to recover damages or to be reimbursed for incremental costs associated with waste haulers redirecting loads of municipal waste to alternative facilities.
- (b) If, within a period of thirty (30) days after the County shall have given written notice to the Operator that a default has occurred and is continuing, and specifying the nature of the default, the Operator has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the County to the Operator.

(c) If, within a period of thirty (30) days after the Operator shall have given written notice to the County that a default has occurred and is continuing, and specifying the nature of the default, the County has neither remedied such default, nor undertaken and diligently pursued corrective action, then this Agreement shall terminate immediately upon written notice thereof by the Operator to the County. However, written notice of termination by the County, to the operator, may be given at any time, during this agreement with or without default by the operator.

9.6 WAIVERS

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

Article 10. TERM AND TERMINATION

10.1 EFFECTIVE DATE

This Agreement shall become effective on **Month**, 2010. The Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

10.2 TERM OF AGREEMENT

The term of this Agreement shall commence on the effective date, and shall continue in effect for five (5) years, including thereafter five (5) one year optional renewal terms, the aggregate term of this Agreement being ten (10) years. After the initial five (5) years, this Agreement will be automatically renewed annually unless the County provides, in writing, ninety (90) days written notice. The Agreement may be extended or modified by mutual consent of the County and the Operator.

10.3 EFFECT OF TERMINATION

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

Article 11. MISCELLANEOUS

11.1 ASSIGNMENT

(a) This Agreement may not be assigned by either the County or the Operator or its rights sold by Operator except with the written consent of the County or Operator or as further provided in this Article. The County may, however, contract with a third party or parties for the collection, transportation, processing and disposal of waste, and such contracting will not be interpreted as an assignment of this Agreement. Further, any municipality within the political boundaries of the

County and/or any waste hauler may avail themselves of the rights of the County under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of the County in this Agreement. The Operator shall not assign this Agreement except to a licensed and permitted successor to the Operator capable of performing all covenants of this Agreement and with ninety (90) days prior written notice to the County and the written consent of the County.

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service. The assignment or delegation of any Agreement duties will not relieve the Operator or its surety of any liability and/or obligation to perform.

11.2 NOTICES

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

County: Northampton County Department of Community & Economic Development
ATTN: Tom Dittmar

Operator: TBD

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

11.3 ENTIRE AGREEMENT/MODIFICATIONS

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

11.4 SEVERABILITY

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

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

11.5 CHANGE OF OWNERSHIP

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

11.6 GOVERNING LAW

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

11.7 JOINT AND SEVERABLE LIABILITY

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

11.8 COUNTERPARTS

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

11.9 NO CO-PARTNERSHIP OR AGENCY

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

11.10 SECTION HEADINGS/REFERENCES

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

11.11 CONVENTIONS

In this Agreement:

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

11.12 NONDISCRIMINATION

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

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

COUNTY OF NORTHAMPTON COUNTY
EXECUTIVE

ATTEST: _____
County Executive

Chief Clerk _____
Witness

Witness

ATTEST: OPERATOR

Title

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APPENDIX B

FACILITY QUALIFICATION REQUEST FORMS

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**NORTHAMPTON COUNTY
FACILITY QUALIFICATION REQUEST
FOR
MUNICIPAL WASTE
DISPOSAL/PROCESSING CAPACITY**

July, 2010

**Northampton County Department of Community & Economic Development
669 Washington Street
Easton, PA 18042**

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Northampton County Department of Community & Economic Development

Northampton County Government Center
669 Washington Street Easton, PA 18042-7499
Phone (610) 559-3200 Fax (610) 559-3775

July 14, 2010

Subject: Facility Qualification Request for Northampton County, Pennsylvania

Dear Potential Respondent:

Enclosed you will find a copy of a Facility Qualification Request (FQR) for Northampton County, Pennsylvania. This FQR is being issued to solicit responses from municipal waste processing and disposal facilities interested in providing disposal capacity for municipal and/or residual waste generated in Northampton County for up to ten years.

Northampton County intends to qualify and execute agreements with facilities that currently receive or who can demonstrate intent to receive municipal and/or residual waste from County sources. Please note, however, that qualifying to provide disposal capacity for Northampton County is an open-ended process. If for any reason you do not meet all the qualifications contained in the FQR Submittal Form at this time, you may apply at a future date when all qualifications can be met. Once you qualify—during this initial period or at a future date—an agreement will be executed between your facility and Northampton County, and your facility will be designated to receive municipal waste from Northampton County. The entire qualification procedure will be outlined in the County's Municipal Waste Management Plan.

This FQR contains the following:

- An Introduction that describes the purpose, amount of disposal capacity requested, the evaluation procedure, and a schedule.
- Instructions to applicants.
- A Submittal Form for providing information required to qualify as a designated processing or disposal facility to receive Northampton County municipal waste.
- Proposed Disposal Capacity Agreement.

If you have any questions concerning the FQR process or any of the information contained in the FQR packet, please feel free to contact me at (610) 559-3200, extension 4 or our consultant Rick Schlauder of MidAtlantic Solid Waste Consultants (MSW Consultants) at (717) 319-4240.

Sincerely,

Thomas Dittmar

Contact Name

July 14, 2010

Page 2 of 2

Environmental Conservation Coordinator
Northampton County Department of Community & Economic Development

Enclosure

A. INTRODUCTION

1. PURPOSE OF FACILITY QUALIFICATION REQUEST (FQR)

This FQR is being issued by Northampton County, Pennsylvania to solicit responses from interested parties to negotiate an agreement for providing disposal capacity for municipal waste generated in Northampton County for up to ten years. Respondents are requested to provide all or part of the capacity required to assure the safe disposal of all municipal and residual waste generated in the County.

This FQR process is in accordance with the Northampton County Municipal Waste Management Plan update process that is currently under way. The Plan update process will be completed to coincide with the commencement of waste disposal services secured through this process. Through this FQR, Northampton County will ensure that the facility selection process is fair, open, competitive and flexible. The County intends to qualify and execute agreements with any facilities that currently receive municipal waste from County municipalities or businesses or who can demonstrate commitments to accept municipal waste from County sources and agree to the Terms and Conditions of the attached Disposal Capacity Agreement.

The process is flexible in that a County hauler, municipality, business or the disposal facility itself may petition the County to be included in the Plan anytime in the future when there is a commitment to receive municipal waste from a County source. It is simple in that the facility need only complete the Submittal Form for Municipal Solid Waste Disposal Services, meet the qualifications, and agree to the **terms of the standard agreement** executed with all facilities that are included in the Plan. Finally, there is a set schedule that ensures the process will move quickly and that a facility can be qualified and added to the Plan in a reasonably expeditious timeframe.

All Respondents must guarantee all or part of the disposal capacity needed by the County for the next ten years. If only a part of the capacity required is being offered, the Respondent must be very specific about the portion of the capacity being provided by the facility they are proposing. All facilities being proposed to accept part or all of the municipal waste generated in Northampton County must meet the minimum federal, state and local rules and regulations.

The purpose of this FQR and agreement process is to allow municipal waste to be transported and disposed of at one or more licensed/permitted solid waste disposal/processing sites throughout the ten-year period. Therefore, the County **will not** guarantee municipal waste quantities to any one facility. The County intends to develop capacity agreements with all qualified, permitted solid waste disposal facilities that apply. The County will ask haulers to dispose of their municipal waste only at facilities approved by and under agreement with the County to accept County generated municipal waste, which includes sewage sludge and construction/demolition (C/D) waste. The County is requesting separate price information within the FQR questionnaire forms for sewage sludge and C/D waste disposal capacity.

INTRODUCTION

During the ten-year timeframe of the capacity agreement(s), the County will enable haulers or municipalities to request the qualification of additional facilities for disposal of County generated municipal waste. All additional facilities under consideration must complete this FQR process and agree to comply with the terms and conditions of the County's Municipal Waste Disposal Capacity Agreement. The updated Plan will clearly define the process for adding disposal facilities in the future.

2. DISPOSAL TONNAGES

Northampton County will require up to 350,000 tons of capacity per year for municipal waste for the next ten years. This tonnage is based on historical weigh data from State Waste Destination Reports, and hauler and landfill reports furnished directly to the County. The reported tonnage has been projected for the next ten years and has been adjusted for recycling.

3. EVALUATION PROCEDURE

The information provided in response to this FQR will be used to qualify the facility or facilities to provide the required disposal capacity needs for County generated municipal waste. **A primary factor in qualifying facilities is the willingness of the facility representative(s) to comply with all the terms and conditions of the attached Municipal Waste Disposal Capacity Agreement.** In particular, the County will request the cooperation of the qualified facilities to assess a Recycling Sustainability Fee to Northampton County haulers delivering Northampton County generated municipal waste. This fee will be the primary source of revenue for operation of the Northampton County Solid Waste Department, which is responsible recycling education efforts, for the implementation of the County's Municipal Waste Management Plan, and operation of County sponsored special waste collection events. While the County has a specific value for this fee in mind, given the operating costs associated with municipal waste management programs, the fee is negotiable, though should be consistent for all participating facilities. The funds generated by this fee will be **solely used for funding County municipal waste management, implementing entities' operating costs and expenses, special waste events and recycling activities.**

This FQR solicitation represents the first in a two-step process leading to the qualification of disposal facilities to enter into an agreement with the County. The County will qualify facilities for the second-step negotiation process solely on the basis of their submissions to this FQR.

All evaluation data shall be confidential information retained by the County. The County will honor no requests for information on the evaluation data and procedures. Any interviews required as part of this process will be held with the express understanding that there will be no claims whatsoever for reimbursement from the County for the associated costs or expenses of the Respondents.

4. PROJECT SCHEDULE

- The FQR will be advertised in [July, 2010](#) and made available to interested parties.
- Responses to this request will be due to the County by 3:00 P. M. Eastern Daylight Time on, [August 20, 2010](#)
- The County will review responses from [August 20, 2010](#) through [September 17, 2010](#), and qualify facilities to provide ten years of disposal capacity for County generated municipal waste.
- The County's Solid Waste Advisory Committee will meet in [September, 2010](#) to review the decisions of the County.
- Qualified facilities will be contacted between [September 24, 2010](#) and [October 1, 2010](#).
- The County anticipates having fully executed Disposal Capacity Agreements with each qualifying facility [November 1, 2010](#), which will serve as the effective date of the new agreements.

The County anticipates following this schedule. It may be subject to change.

INTRODUCTION

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B. INSTRUCTIONS TO RESPONDENTS

1. SCOPE OF SERVICES

The work to be performed under this agreement shall consist of providing municipal and/or residual waste disposal services for the County in accordance with the provisions of this FQR. The Respondent(s) shall be responsible for providing and maintaining a permitted processing and/or disposal facility and all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to process and dispose of municipal and/or residual waste in accordance with all applicable Pennsylvania Department of Environmental Protection (PADEP) and United States Environmental Protection Agency (USEPA) rules, regulations and guidelines, or other applicable state regulations if Respondent(s) is located outside of Pennsylvania. The specific types and quantities of materials to be accepted by the Respondent(s) will include only those quantities of acceptable waste generated within the jurisdiction of Northampton County.

2. TERMS OF AGREEMENT

The initial term of the contract shall be for a period of no less than five (5) years with five (5) one year renewal periods for a total of ten (10) years of disposal capacity. The County shall have the option to renew the agreement under the terms and conditions specified in the initial agreement. The initial term of the agreement shall begin on the date that the Respondent(s) starts providing disposal service for the County and shall be automatically be renewed on the fifth year anniversary of that date, and annually thereafter, unless the County has exercised its right to end the agreement with ninety (90) days notice by certified letter. The agreement will be renewed annually thereafter, for up to five (5) additional years.

3. PREPARATION AND SUBMISSION OF RESPONSES

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

Sealed responses shall include an original and five (5) copies, and shall be delivered to the Northampton County Department of Community & Economic Development, 669 Washington Street, Easton, Pennsylvania 18042. The original copy must include original signatures of the authorized representative of the facility.

INSTRUCTIONS

4. QUALIFICATIONS AND COMPETENCY OF THE PROPOSERS

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

5. RIGHT TO REJECT

The County reserves the right to reject any or all responses and to waive any informalities in the solicitation process.

6. BASIS OF PROPOSAL EVALUATION AND AGREEMENT AWARD

The County will conduct a thorough evaluation of all responses received. The evaluation will take into consideration but not be limited to the capabilities and performance history of the Respondent(s), the length of any proposed disposal commitment, the relationship between the submittal and the County's long-term municipal and residual waste disposal needs and goals, and the initial and life cycle costs of waste disposal, to determine which Respondent(s) or response(s), if any, are deemed to be in the best interest of the County and its residents. A primary consideration will be the willingness of the Respondent(s) to comply with the terms and conditions of the Municipal Waste Disposal Capacity Agreement attached herein.

7. ANTICIPATED DATE OF AGREEMENT AWARD

The anticipated date of awarding the contract is [October, 2010](#). The County anticipates that each Respondent(s) selected for agreement will have executed agreements no later than [November, 2010](#). The County reserves the right to exclude from further consideration any designated disposal facility to receive waste generated in Northampton County.

8. REQUIREMENTS FOR SIGNING SUBMITTALS

- a) Any response that is not signed by the individual submitting the response must have attached thereto a power-of-attorney evidencing authority to sign the submittal in the name of the person for whom it is signed.
- b) Any response submitted on behalf of a partnership must be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, a power-of-attorney evidencing authority to sign the response executed by the partners shall be attached.
- c) Any response submitted for a corporation must include the following:
 - Designate the correct corporate name;
 - Bear the corporate seal;

INSTRUCTIONS

- Be signed by the president or other authorized officer of the corporation; and
- Be attested to by the secretary or other authorized officer of the corporation.

INSTRUCTIONS

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Northampton County Department of Community & Economic Development

Northampton County Government Center
669 Washington Street Easton, PA 18042-7499
Phone (610) 559-3200 Fax (610) 559-3775

MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT COUNTY OF NORTHAMPTON

THIS AGREEMENT, entered into on this _____ day of _____, 2010, County of Northampton (hereinafter referred to as “COUNTY”), a County of the Third Class, principally located at 669 Washington Street, Easton, Pennsylvania, and _____, a Pennsylvania corporation, (hereinafter referred to as “OPERATOR”), principally located at _____.

WITNESSETH

WHEREAS, the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, Act 101, P. L. 556, as amended, (“Act 101”) requires each County in the Commonwealth, as part of its Municipal Waste Management Plan, Act 97 of 1980, as amended, to provide capacity assurance for the processing and/or disposal of all municipal waste expected to be generated within the County for a period of at least ten (10) years; and

WHEREAS, the COUNTY issued a Facility Qualification Request to solicit responses from interested parties to negotiate an agreement to provide capacity for all or a portion of municipal waste generated in Northampton County for up to ten (10) years; and

WHEREAS, the OPERATOR responded to the Facility Qualification Request and the response was deemed by the COUNTY’s Department of Community and Economic Development as having satisfactorily met the qualification requirements to be in the best interest of the County; and

WHEREAS, this AGREEMENT provides the terms and conditions under which the OPERATOR will provide disposal capacity and services for the benefit of the COUNTY.

NOW, THEREFORE, the parties, intending to be legally bound hereby and for good and valuable consideration as further set forth herein, agree as follows:

I. GENERAL TERMS OF AGREEMENT

- A. All “Whereas” clauses are incorporated herein and made a part hereof as though the same were more fully set forth at length herein.

B. Effective Date

This AGREEMENT shall become effective on November 1, 2010. The OPERATOR shall begin to accept waste deliveries from County sources under the terms and conditions of this AGREEMENT on this date.

The term of this AGREEMENT shall commence on the effective date, and shall continue in effect for five (5) years, including thereafter five (5) one year optional renewal terms, the aggregate term of this AGREEMENT being ten (10) years. After the initial five (5) years, this AGREEMENT will be automatically renewed annually unless the COUNTY provides, in writing, ninety (90) days written notice. The AGREEMENT may be extended or modified by mutual consent of the COUNTY and the OPERATOR.

C. Effect of Termination

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

D. Definitions

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

Acceptable Waste. Municipal waste and all other wastes the facility is permitted to accept under applicable laws and regulations.

Act 101. The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, P. L. 556.

AGREEMENT. The Municipal Waste Disposal Capacity Agreement between the COUNTY and the OPERATOR, as amended, supplemented or extended and the Facility Qualification Request and other submittals of OPERATOR.

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

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

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

County. The County of Northampton, Commonwealth of Pennsylvania, solely and acting through its designated agent, the Northampton County Department of Community and

Economic Development.

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

Facility. Processing and/or disposal facilities, including municipal waste, construction/demolition and residual waste landfills, resource recovery facilities and transfer stations, that are fully permitted and licensed for the disposition of municipal waste (as defined herein), and/or residual waste.

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

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

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

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

Waste Hauler. Any person collecting and/or transporting County-generated municipal waste to the County designated disposal facility or another fully permitted facility.

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

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

OPERATOR. Facility named herein as legally bound by this AGREEMENT, or any permitted successors, assigns, or affiliates.

OPERATOR's Facility. The OPERATOR's permitted facility.

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

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

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

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

Residual Waste. Any garbage, refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations; and sludge from an industrial, mining or agricultural water supply

treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous or otherwise defined by State or federal law.

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

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

Ton. Two thousand (2,000) pounds.

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

Unacceptable Waste. Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state or local law, or any other material that the OPERATOR concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment.

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 there under.

II. PURPOSE OF AGREEMENT AND SERVICES

A. Designation as Processing/Disposal Facility

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

If the OPERATOR's Facility is a transfer station, the OPERATOR must stipulate where ultimate

disposal of County-generated municipal waste will take place. If ultimate disposal is to be in a facility that is not a COUNTY Designated Facility, the OPERATOR must furnish proof that the facility holds a valid permit in the state where it is located and that it meets all appropriate federal, state and local rules, regulations and guidelines.

B. Delivery and Disposal of Acceptable Waste

On and after the effective date of this AGREEMENT and pursuant to the capacity reservations specified in **Exhibit A**:

1. At its option, the County may cause to be delivered to the OPERATOR's Facility all, part or none of the acceptable waste generated in the County.
2. The COUNTY shall notify the OPERATOR that it intends to direct haulers to deliver acceptable waste to the OPERATOR's Facility prior to commencing the delivery of such wastes.
3. The OPERATOR shall provide processing and/or disposal capacity as may be needed by the COUNTY for all acceptable waste generated within the geographic boundaries of the County and that the COUNTY may cause to be delivered to the OPERATOR's Facility. This shall include delivery of acceptable waste on an occasional basis by individual County residents in small vehicles.
4. The OPERATOR and the COUNTY shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.
5. Conditions for the Delivery and Disposal of Waste

(a) Weights and Measurements

- i. The OPERATOR shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. If the OPERATOR's Facility is located in-County, vehicles of all waste haulers delivering waste to the OPERATOR's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the OPERATOR's Facility. If the OPERATOR's Facility is located out-of-County, vehicles of Northampton County waste haulers delivering municipal waste from Northampton County sources to the OPERATOR's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the OPERATOR's Facility.
- ii. If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. The County or a waste hauler may at all times have access to the scale accuracy records of the OPERATOR. If the scale is inoperable for any reason, the waste haulers may use another certified scale of their choice, or the OPERATOR may direct vehicles to another certified scale closest to the OPERATOR's Facility. If none are available, estimated weights based on historic data pertinent to the affected waste haulers shall take the place of actual weighing during the scale outage. The OPERATOR shall make disposal invoices for the preceding month, on a monthly basis, available to the waste haulers, and the OPERATOR shall use this information to invoice the waste

haulers for disposal at the OPERATOR's Facility.

(b) Receiving Time/Hours of Operation

The OPERATOR's Facility shall be available to receive waste during the receiving times specified in **Exhibit A** of this AGREEMENT. If the COUNTY or a waste hauler requests and the OPERATOR agrees, a waste hauler may deliver waste at times in addition to the specified receiving times at a cost which may exceed the fees herein as mutually agreed upon by such waste hauler and the OPERATOR. Upon request by the COUNTY, the OPERATOR shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

(c) Right to Refuse Delivery

- i. Except as noted in 5(b) above, the OPERATOR may refuse waste delivered at hours other than the specified receiving times.
- ii. The OPERATOR shall have the right and discretion to inspect any load entering the OPERATOR's Facility and may refuse:
 1. Waste for which specific Regulatory Agency approval is required when approval has not been obtained prior to delivery.
 2. Loads containing significant amounts of hazardous waste.
 3. 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.

- iii. The OPERATOR's Facility may not reject a load of acceptable waste from the COUNTY for any reason except those listed in the preceding Sections 5(C)(i.) and 5(c)(ii) above. Reaching the average daily permitted capacity may not be used as a basis for rejecting County-generated loads of acceptable waste.

6. Fees for Disposal of Waste

- A. All waste haulers shall pay, at a maximum the rates, set forth in Exhibit A for County-generated municipal waste, residual waste, and acceptable waste. The rates shall, as applicable, include the following tipping fees:
 - i. Act 101 host municipality fee plus any additional fee negotiated by the host municipality;
 - ii. Act 101 recycling fee and growing greener fee;
 - iii. Act 101 postclosure fee; and
 - iv. Northampton County Recycling Sustainability Fee, as described Section II.C below.
- B. The COUNTY shall not be responsible for any payment to the OPERATOR of tipping fees incurred by waste haulers. All tipping fees shall be paid directly by the waste haulers that deliver the waste to the OPERATOR'S Facility. The OPERATOR shall be responsible for the billing and collection of all tipping fees
- C. The COUNTY shall not be responsible for the failure of any waste hauler, to pay the OPERATOR's tipping fees.

- D. The OPERATOR shall not charge a tipping fee to any hauler delivering waste generated in Northampton County that exceeds the maximum rates established by this AGREEMENT for each type of waste. Nothing in this AGREEMENT shall prevent or preclude the OPERATOR from negotiating alternate tipping fees with any hauler provided such fees do not exceed the maximum rates under this AGREEMENT.
- E. Unless the COUNTY and the OPERATOR mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Agreement.
- F. The OPERATOR may petition the COUNTY at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations, or permit requirements which were not in effect at the time this AGREEMENT was awarded. The COUNTY may evaluate the evidence submitted and may or may not approve all reasonable and justifiable cost adjustments.

7. Title to Municipal Waste

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

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

C. Recycling Sustainability Fee

- 1. The OPERATOR agrees to assess and collect a Recycling Sustainability Fee ("Fee") equaling one dollar (\$1.00) per each ton of municipal waste delivered to the OPERATOR's Facility from Northampton County sources. This fee will be forwarded to the COUNTY quarterly, consistent with the payment scheduled for Act 101 fees.
- 2. Revenues generated by this Fee will be deposited by the COUNTY in a separate account and used exclusively for costs supporting solid waste management and recycling activities. These activities will include Municipal Waste Management Plan development and implementation activities, education and activities that promote and initiate recycling endeavors, and special waste collection programs. No funds generated by this Fee will be used for non solid waste management related activities.
- 3. Collected fees and reports must be remitted to the COUNTY'S Department of Community and Economic Development on or before the 30th day following the close of each quarter. These dates are as follows:
 - October 30
 - January 30
 - April 30
 - July 30

4. In the event the OPERATOR fails to remit the Fee to the COUNTY in a timely manner, the OPERATOR would additionally pay the COUNTY interest on the unpaid amount due at the rate established pursuant to Section 806 of the Act of April 9, 1929 (P.L. 343, No. 176), known as The Fiscal Code, from the last day for timely payment to the date paid.
5. The OPERATOR may “reserve the right” to stop remitting to the COUNTY the Fee should Pennsylvania state or federal court determine that such fees, even if assessed through a contract agreement, are legally invalid. The OPERATOR will then reduce the tipping fee charged to County haulers by an amount equivalent to the Fee which is no longer being remitted to the COUNTY.

D. Recordkeeping and Reporting Requirements

1. 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. The COUNTY or its representatives shall have the right to make reasonable inspections to monitor the OPERATOR’s performance and records for the purpose of verifying compliance with the terms and conditions of this AGREEMENT.

The COUNTY, or any of his duly authorized representatives shall, until three years after the final performance under this AGREEMENT, have access to and the right to examine any books, documents, papers and records of the OPERATOR which are directly related to the performance of this AGREEMENT for compliance, performance or evaluations at all reasonable times during the terms of this AGREEMENT.

2. Quarterly Reports

OPERATOR shall provide the COUNTY with quarterly reports on or before the dates described in Section C(3) above. Reports may be completed on a form generated by the COUNTY or in a format created by the OPERATOR but must include the following information:

- a. Types of waste generated by Northampton County sources and delivered to the OPERATOR’S Facility, totaled by month by type of waste
- b. Names of waste haulers delivering loads of County-generated wastes
- c. Certification that the OPERATOR’s permit for the OPERATOR’s Facility has not been revoked or suspended and that the OPERATOR is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, DEP and County regulations

To the extent that reports required to be submitted to DEP or any other regulatory agency contain the information required by the COUNTY, copies of said reports may be submitted to the COUNTY to comply with the OPERATOR’s reporting requirements.

III. REPRESENTATIONS, COVENANTS, AND WARRANTIES

- A. The COUNTY covenants, represents and warrants as follows:

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

B. The OPERATOR covenants, represents and warrants as follows:

1. It is the owner and operator of the OPERATOR's Facility and is permitted as such by the Commonwealth of Pennsylvania through its DEP or other appropriate state regulatory agency(ies).
2. It is a corporation duly organized and existing in good standing under the laws of Pennsylvania 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.
3. 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.
4. Except as disclosed on, Attachment A, "Submittal Form for Municipal Solid Waste Disposal Services", the OPERATOR is not a subsidiary of any parent.
 - a. If and to the extent that the OPERATOR is a subsidiary of a parent, the OPERATOR agrees to cause such parent to execute and deliver to the COUNTY a guarantee of the obligations of the OPERATOR under this AGREEMENT in a form reasonably satisfactory to the COUNTY.
5. 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.
6. The execution, delivery and performance hereof by the OPERATOR:
 - a. has the requisite approval of all governmental bodies;
 - b. will not violate any judgment, order, law or regulation applicable to the OPERATOR; and
 - c. does not conflict with, constitute a default under, or, 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.
7. 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 severably liable.
8. 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.

9. There is no litigation or proceeding pending or, to the knowledge of the OPERATOR, threatened against or affecting the OPERATOR:
 - a. challenging the validity of this AGREEMENT;
 - b. seeking to enjoin the performance by the OPERATOR of its obligations under this AGREEMENT; or
 - c. which, if adversely determined, would materially adversely affect the ability of the OPERATOR to perform its obligation under this AGREEMENT.

IV. MISCELLANEOUS PROVISIONS

A. Indemnification and Insurance

1. 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.
2. The COUNTY shall be designated as an additional insured under all required insurance policies and shall be provided with copies and certificates of said insurance policies. Each such insurance policy shall provide the COUNTY with a thirty (30) day notice of cancellation.
3. The OPERATOR or its successors and assigns shall protect, indemnify and hold harmless the COUNTY, its officers, members, employees, agents, contractors and subcontractors, from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and shall defend the COUNTY and indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property arising out of:
 - (a) the negligence or willful misconduct, tortious activity, error or omission of OPERATOR or its successors or assigns, or any of its officers, agents, employees, contractors or subcontractors in connection with OPERATOR obligations or rights under this AGREEMENT; and
 - (b) the construction, operation, closure and post-closure care and maintenance of the OPERATOR's Facility.
4. It is expressly understood by OPERATOR that Pennsylvania state statute, specifically 42 Pa. C.S.A. 8549, which limits recovery against a local government unit and/or its officials and employees to a maximum of \$500,000.00, is not applicable to recovery of damage in an action against OPERATOR.
5. The OPERATOR shall not be liable or required to indemnify or reimburse the COUNTY or any County indemnified party for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of any willful or negligent act, tortious activity, error or omission of the COUNTY or County indemnified parties.
6. To the extent not covered by the insurance, the COUNTY may pursue from the OPERATOR any losses caused as a result of a fault or negligence of the OPERATOR.
7. If either the COUNTY or the OPERATOR shall receive notice or have knowledge of any claim, demand, action, suit or proceeding that may result in a claim for indemnification by the COUNTY against the OPERATOR, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such

information and documents shall not relieve the OPERATOR of any obligation of indemnification it may have under this AGREEMENT. The COUNTY and the OPERATOR shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit or proceeding and, in the case of a claim for indemnification, the OPERATOR shall, upon acknowledgment in writing of its obligation to indemnify the COUNTY, be entitled to cooperate with the COUNTY with respect to the defense. With the written consent of the COUNTY, the OPERATOR may assume the defense or represent the interests of the COUNTY with respect to such claim, demand, action, suit or proceeding which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the COUNTY and to propose, accept or reject offers of settlement.

B. Disputes, Defaults and Remedies

1. Resolution of Disputes

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

2. Events of Default by County

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

(a) The OPERATOR shall have given written notice to the COUNTY stating that in its opinion a particular default or defaults (to be described in reasonable detail in such notice) exists which will, unless corrected, constitute a material breach of this AGREEMENT on the part of the COUNTY; and

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

3. Events of Default by OPERATOR

The OPERATOR shall be considered to be in default of this AGREEMENT for failure to accept acceptable waste from the County or its waste haulers delivered to the OPERATOR's Facility under the terms of this AGREEMENT, or failure to otherwise fulfill its obligations under this AGREEMENT.

4. Force Majeure

Neither the OPERATOR nor the COUNTY shall be liable for the failure to perform their duties and obligations under the AGREEMENT or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, labor strike or any other cause which was beyond reasonable control of the OPERATOR or the COUNTY and which the OPERATOR or COUNTY was unable to avoid by exercise of reasonable diligence.

Documentation of the event that caused the OPERATOR to be unable to meet its obligation hereunder must be submitted to the COUNTY within ten (10) working days after the occurrence of the event.

5. Release from Commitment

- A. The OPERATOR may at any time request that the COUNTY release it from its commitment to provide all or part of the reserved capacity specified in **Exhibit A**. Such request shall be in writing and shall set forth the basis for the request.
- B. The COUNTY shall in good faith review the OPERATOR's request, based on the COUNTY's ability to ensure sufficient disposal capacity for municipal waste estimated to be generated during that particular calendar year, and make a determination within ninety (90) business days of receipt of the request. If the request does not jeopardize the COUNTY's ability to ensure sufficient disposal capacity, it shall grant the OPERATOR's request. The COUNTY's decision shall be in writing and delivered to the OPERATOR.
- C. The OPERATOR may dispute the COUNTY's decision by giving the COUNTY a written request for resolution of dispute within five (5) working days of receipt of the decision.
 - a. The dispute resolution shall be conducted in accordance with the provisions and rules under which the Court of Common Pleas of Northampton County, Pennsylvania operates. The sole issue to be arbitrated is whether the requested release can be granted without jeopardizing the ability of the COUNTY to ensure sufficient disposal capacity for municipal waste generated in the County for that year.
 - b. Any decision of the arbitrator shall not be final and is appealed to the court of common pleas by either party.
 - c. During resolution of any dispute, the OPERATOR and the COUNTY shall each continue to perform all of their respective obligations under this AGREEMENT without interruption or slowdown.

6. Remedies

- a. The COUNTY and the OPERATOR agree, except as provided in Sections IV.B.6 (i) and (ii) below, in the event of a default by either party under this AGREEMENT, upon the right to recover damages or to be reimbursed for incremental costs associated with waste haulers redirecting loads of municipal waste to alternative facilities.
 - i. If, within a period of thirty (30) days after the COUNTY shall have given written notice to the OPERATOR that a default has occurred and is continuing, and specifying the nature of the default, the OPERATOR has neither remedied such default, nor undertaken and diligently pursued corrective action, then this AGREEMENT shall terminate immediately upon written notice thereof by the COUNTY to the OPERATOR.
 - ii. If, within a period of thirty (30) days after the OPERATOR shall have given

written notice to the COUNTY that a default has occurred and is continuing, and specifying the nature of the default, the COUNTY has neither remedied such default, nor undertaken and diligently pursued corrective action, then this AGREEMENT shall terminate immediately upon written notice thereof by the OPERATOR to the COUNTY. However, written notice of termination by the COUNTY, to the OPERATOR, may be given at any time, during this AGREEMENT with or without default by the OPERATOR.

7. Waivers

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

C. Assignment

1. This AGREEMENT may not be assigned by either the COUNTY or the OPERATOR or its rights sold by OPERATOR except with the written consent of the COUNTY or OPERATOR or as further provided in this Section.
 - a. The COUNTY may 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.
 - b. Any municipality within the political boundaries of the COUNTY and/or any waste hauler may avail themselves of the rights of the COUNTY under this AGREEMENT without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of the COUNTY in this AGREEMENT.
 - c. The OPERATOR shall not assign this AGREEMENT except to a licensed and permitted successor to the OPERATOR capable of performing all covenants of this AGREEMENT and with ninety (90) days prior written notice to the COUNTY and the written consent of the COUNTY.
2. 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 ten (10) year service. The assignment or delegation of any AGREEMENT duties will not relieve the OPERATOR or its surety of any liability and/or obligation to perform.

D. Notices

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

COUNTY: Northampton County Department of Community & Economic Development
Environmental Conservation Coordinator
669 Washington Street
Easton, PA 18042

OPERATOR: TBD

Either the COUNTY or OPERATOR may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

E. Entire Agreement/Modifications

1. The provisions of this AGREEMENT, together with the AGREEMENTs and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the COUNTY and the OPERATOR, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this AGREEMENT, shall only be modified by written agreement duly executed by both parties to this AGREEMENT.
2. The COUNTY and OPERATOR agree that any existing municipal waste disposal contracts between them are hereby rendered null and void and superseded by this AGREEMENT.
3. The OPERATOR shall provide written notification to the COUNTY of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency:
 - a. Changes in permitted site volume or capacity;
 - b. Changes in permitted average and/or maximum daily waste volume or loading rates;
 - c. Changes in the permitted acreage; and
 - d. Changes in ownership.

F. Change of Ownership

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

G. Governing Law

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

H. 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.

I. Severability

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

J. 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.

K. Taxes

1. The OPERATOR hereby certifies, as a condition precedent to the execution of this AGREEMENT and as an inducement for the COUNTY to execute same, it is not "delinquent" on any taxes owed to Northampton County or the Commonwealth of Pennsylvania nor is OPERATOR nor any subcontractors or suppliers delinquent in the payment of taxes, or other Commonwealth obligations.
2. The OPERATOR further agrees, as a specific condition of this AGREEMENT, that it shall remain current on all of the taxes and other obligations it owes to the COUNTY and the Commonwealth ongoing from and after the effective date of the AGREEMENT through the termination date thereof. Should the RECIPIENT become delinquent on any taxes or other obligations owed to the COUNTY or Commonwealth during the term of this AGREEMENT, the RECIPIENT may be deemed to be in breach of this AGREEMENT by the COUNTY and, in addition to any other remedies at law for such breach.
3. It is the responsibility of the RECIPIENT to notify the COUNTY within seven (7) days of the date of notice of suspension or debarment by the Commonwealth of any such action.

L. No Co-Partnership or Agency

It is understood and agreed that nothing contained in this AGREEMENT is intended or shall be

construed to in any respect create or establish the relationship of co-partners between the COUNTY and the OPERATOR, or as constituting the OPERATOR the general representative or general agent of the COUNTY for any purpose whatsoever.

M. Interpretation

1. OPERATOR agrees to waive the general rule of interpretation that, in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document. It is declared to be the intention of OPERATOR and COUNTY that the public health, safety and welfare be protected and furthered by the AGREEMENT. Therefore, this AGREEMENT is to be interpreted in such manner as to favor such public interest as opposed to any private interest.
2. 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.
3. Conventions In this AGREEMENT:
 - (a) the singular includes the plural and the plural the singular;
 - (b) words importing any gender include the other gender;
 - (c) references to statutes are construed as including all statutory provisions consolidating, amending or replacing the statute referred to;
 - (d) references to writing include printing, typing, lithography and other means of reproducing words in a visible form;
 - (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms
 - (f) references to persons include their permitted successors and assigns; and
 - (g) the term "including" shall mean including without limitation.

WHEREFORE, in witness of the covenants set forth within this AGREEMENT and intending to be legally bound hereby, the Parties or their authorized representatives have affixed their signature hereto, as of the date set forth above.

COUNTY OF NORTHAMPTON

Attest:

By:

John Stoffa
County Executive

Attest:

RECIPIENT

By:

Authorized Signatory

Printed Name

ATTACHMENT A

Submittal Form for Municipal Solid Waste Disposal Services



SUBMITTAL FORM
FOR MUNICIPAL SOLID WASTE DISPOSAL SERVICES
NORTHAMPTON COUNTY

Date: July, 2010

To: Northampton County
Northampton County Department of Community & Economic Development
669 Washington Street
Easton, PA 18042
Attn: Thomas Dittmar, Environmental Conservation Coordinator

Respondent: Company Name _____
Address _____

City _____ State _____ Zip _____
Contact _____ Telephone (_____) _____
E-mail _____

If selected by Northampton County to be included as an approved facility in its Municipal Waste Management Plan, the undersigned Respondent agrees to execute and deliver the **Municipal Waste Disposal Capacity Agreement**, including the required Certificate of Insurance, to the County in accordance with all of the terms of this request.

1. TYPES AND ESTIMATED QUANTITIES OF WASTE TO BE ACCEPTED

A. Does this facility currently accept or intend to accept municipal and/or residual waste from Northampton County sources?

Currently accepts Northampton County municipal and/or residual waste

Reported quantity received in 2009 _____ tons municipal waste

_____ tons residual waste

Has commitment to accept Northampton County municipal and/or residual waste

If the facility does not currently receive municipal and/or residual waste from Northampton County, please specify when the facility expects to begin accepting municipal and/or residual waste from Northampton County sources and whether or not there are agreements in place for this waste, and provide documentation (letter of intent, contract, or similar document) to demonstrate that Northampton County municipal and/or residual wastes will be delivered to this facility.

Date facility expects to begin accepting Northampton County municipal and/or residual waste

Agreement to accept Northampton County municipal and/or residual waste Yes No

Type of documentation attached _____

B. Please check type of facility.

Landfill

Resource recovery facility

Transfer station

Municipal waste composting facility

If this is a transfer station, specify where ultimate disposal of wastes received will take place.

Landfill

Municipal waste composting facility

Resource recovery facility

Facility Name _____

Facility Location: _____

State _____ County _____

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

Yes

No

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

Waste Type	Will Accept (Y/N)	Permitted Daily Avg. Tonnage	Capacity Reserved/ Operating Day	Capacity Reserved/ Operating Week	Capacity Reserved/ Operating Year
Municipal Waste					
Construction/Demolition					
Municipal Waste Sludge					
Residual Waste					

D. Specify other types of waste not identified above and list the maximum quantities that would be accepted from Northampton County municipalities.

Waste Type	Maximum Daily Tons Accepted	Maximum Weekly Tons Accepted	Maximum Annual Tons Accepted

E. Minimum sludge characteristics required: % Solids _____

F. Will bulky wastes be accepted? Yes No

If yes, specify tonnage: _____ tons

G. Amount of Municipal Waste tonnage donated by the Respondent per year for non-profit activities, including, but not limited to, road adoptions and open dump clean-ups:

_____ tons

2. PROPOSED FEE SCHEDULE FOR WASTE DISPOSAL SERVICES

- A. The proposed tipping fee 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. The Respondent shall include the following fees as part of its maximum tipping fee in this Price Response: (i) Act 101 host municipality fee plus any additional fee negotiated by the host county or municipality; (ii) Act 101 recycling fee; (iii) Act 101 postclosure (Environmental Fee) fee; and (iv) the County Recycling Sustainability Fee (\$1.00 per ton).
- B. Annual adjustment of rates for Disposal Service beginning _____, 2010 and occurring every _____ thereafter, the monthly payment to the Contractor for the cost of Collection Services shall be adjusted, and remain so for the next twelve (12) consecutive months as described in the Consumer Price Index Adjustment Section of this Agreement.

1. Consumer Price Index (CPI) Adjustment

- (a) Payment under this Agreement will be adjusted each succeeding year effective on the Contract anniversary date should the Bureau of Labor Statistics Consumer Price Index, Consumer Price Index All Urban Consumers (Current Series) U.S. All Items, 1982-84=100 CUUR0000SAO City, show a change from the base index as given for January 1, 2009.
- (b) The adjustment shall be equal to seventy-five percent (75%) of the CPI. A review of the most recently reported Consumer Price Index before each adjustment date will be made each year prior to the Agreement anniversary date and the price adjustment shall be effective on the Agreement anniversary date through the ensuing year.
- (c) Adjustment shall be calculated by comparing the base index specified in Paragraph 2(A) above with the index in effect for each Contract period. The final adjustment calculation shall be rounded to the nearest tenth of a percentage point. The maximum increase per year is 4%.

Example: Assume that the CPI index for January 2006 is 118.0 and for December 2007 is 123.0. The calculation would be as follows:

$$\frac{123.0 - 118.0}{118.0}$$

$$118.0 \quad x \quad .75 = +3.18\%$$

Rounding to 1/10% = +3.2%, so increase would be 3.2%

Contract Year	Municipal Waste		Construction/ Demolition		Municipal Waste Sludge		Residual Waste	
	Price/ Ton	Escalated Rate	Price/ Ton	Escalated Rate	Price/ Ton	Escalated Rate	Price/ Ton	Escalated Rate
2010								
2011								
2012								
2013								
2014								
2015								
2016								
2017								
2018								
2019								
2020								

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

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

Waste Type						
Contract Year	Price/Ton	Escalated Rate	Price/Ton	Escalated Rate	Price/Ton	Escalated Rate
2010						
2011						
2012						
2013						
2014						
2015						
2016						
2017						
2018						
2019						
2020						

NOTE: Respondent acknowledges that the costs presented above reflect an anticipated first year of operation under the contract starting September 1, 2010.

4. COMPANY EXPERIENCE AND OPERATING HISTORY

- A. A general landfill and resource recovery 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** - Present 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 Northampton County. Include host community disposal obligations which may be required under 25PA 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 disposal capacity at a disposal facility, which currently has and will maintain, through the contract period, proper processing and/or disposal permits.
2. Confirmation of transfer trailer accessibility to the proposed disposal facility.
3. Information on financial strength of the Responder to support the operation of the disposal facility and back the obligations and commitments to Northampton County as specified above.
4. Position of the Responder regarding specific reservation of air space or capacity at disposal facility for duration of the contract term.
5. Contingency plans for continued disposal of waste in the event of a reduction in waste disposal capacity at the proposed disposal facility.
6. Ability and willingness of the Responder to accept variations in rates of waste delivery from Northampton County.

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

F. Please state distance from County seat—Easton, PA—to your facility. _____ Miles

G. Days and Hours of Operation

Indicate regular hours of operation below.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Open:							
Close:							

Indicate any known deviations from the regular hours of operations (seasonal changes, scheduled closed dates, etc.).

5. CONSIDERATION OF TERMS AND CONDITIONS OF FQR

To: Northampton County
Northampton County Department of Community & Economic Development
669 Washington Street
Easton, PA 18042

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

_____ (Contact Person)
_____ (Telephone Number)
_____ (E-mail Address)

- A. The undersigned, having carefully read and considered the terms and conditions of the Agreement Specifications and other documents contained in the FQR 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 disposal services in accordance with the Northampton County Disposal Capacity Agreement under the conditions and rates hereinafter set forth.

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

- C. In submitting this response, it is understood that the County reserves the right to reject any or all submittals, to waive any informalities in any submittal or the solicitation process, and to negotiate any final contract provisions based on the responses submitted.

- D. In submitting this response, undersigned agrees that no Price Proposal may be withdrawn for a period of four (4) months after the date for receipt of responses and that all Price Respondents shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the County.

Date: _____

(Name of Firm)

By: _____

Title: _____

ATTEST:

AFFIX
CORPORATE
SEAL

NORTHAMPTON COUNTY, PENNSYLVANIA
MUNICIPAL WASTE MANAGEMENT PLAN
FACILITY QUALIFICATION FORM

A. BACKGROUND INFORMATION

1. Date: _____
2. Name of Landfill: _____
3. Owner of Landfill: _____
4. Address and Phone Number of Owner: _____

5. Address of Landfill (if different from above): _____

6. Contact Person: _____ Title: _____
Phone: _____ E-mail: _____
7. Person Supplying Information: _____ Title: _____
Phone: _____ E-mail: _____
8. State where Corporation is registered _____

B. PERMIT INFORMATION

Please complete the following for the portion of the site for which an approved PADEP municipal waste disposal permit or permit from state(s) outside of Pennsylvania has been obtained. 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. Permitted Capacity _____ tons/cubic yards.
4. Permitted Capacity _____ years.

5. Waste Types and Quantities (2009)

Please Identify:

- (a) the maximum and average daily permitted quantities (in tons) of each of the listed types of waste,
- (b) the expected annual tonnage of each type of waste, and
- (c) current tipping fees charged for waste deliveries

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

Minimum % Solids of Sewage Sludge _____%

6. Of the area subject to the permit, what is the estimated total available disposal capacity between July 1, 2010 and final closure?

Approximately _____ tons over _____ years.

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

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

(a) Primary Liner: (check those that apply)

Synthetic membrane Thickness = _____ mils Material _____

Remolded clay Thickness = _____ Permeability _____ cm/sec

Other _____

(b) Secondary Liner:

Synthetic membrane Thickness = _____ mils Material _____

Remolded clay Thickness = _____ Permeability _____ cm/sec

Other _____

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

2. Leachate Collection and Treatment Method currently permitted and in operation.

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

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

If yes, please explain.

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

D. 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.

1. Expected Waste Types

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

2. Additional Capacity

Expected Total Capacity (tons or cubic yards) _____

Expected Lifetime (yrs.) _____

Expected Start of Expansion Development _____

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:

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.

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 opening.

No attempt has been made or will be made to induce any firm or person to refrain from responding to this FQR, or to submit a response higher than this response, or to submit any intentionally high or noncompetitive response or other form of complementary response.

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.

_____ (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 the County in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Northampton County of the true facts relating to the submission of Responses for this contract. I understand and my firm understands that any fraudulent concealment will allow the County to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this Response.

Sworn to and Subscribed before me

Name

This _____ day of _____, 2010.

Company Position

(Notary Public)

My Commission Expires: _____

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APPENDIX C

SWAC AGENDA AND MEETING MINUTES

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**NORTHAMPTON COUNTY
SOLID WASTE ADVISORY COMMITTEE
(SWAC)
March 8, 2010**

The meeting of the Solid Waste Advisory Committee was held March 8, 2010 at 10:00 a.m. at the Northampton County Government Center, 669 Washington St., Easton, PA.

Roll Call was taken and the following committee members were present:

John Stoffa	County Executive
Lori Sywensky	Northampton County
Thomas Dittmar	Northampton County
Rick Schlauder	Mid Atlantic Solid Waste Consultant
Thomas Marshall	City of Bethlehem
David Hopkins	City of Easton
Ilene Eckhart	Allen Township
Harry Smith	Waste Management
Adrienne Borger	Waste Management
Brian Leverington	Chrin Landfill
Al Schleyer	IESI
Jeff Kopyta	IESI
Joe D'Aniello	Raritan Valley Disposal
Jeffrey Mouer	First Regional Compose Authority
Ron Sandt	McAuliff Hauling & Recycling Service's
Desiree DeNicola	Slate Belt Council of Governments
Richard Smith	Greenstar

Absent: J. Michael Dowd, County Council; Samuel J. Donato, IESI Bethlehem Landfill Inc.; Kenneth Moyer, Easton Iron and Metal Co. Inc.; Deborah Seiple, Nazareth Council of Governments; Bob Lammi, Two Rivers Council of Governments; Thomas Maxfield Saucon Valley Council of Governments

Introduction of Committee Members:

Ms. Sywensky requested that everyone introduce themselves, noting that several members were absent as indicated above.

1. Ms. Sywensky explained the purpose of the meeting noting that the documents prepared for them are for their review and will be discussed at the next meeting. The Municipal Waste Plan must be renewed every ten (10) years.

Mr. Dittmar's Comments:

Mr. Dittmar noted that the Plan that is being drafted will be streamlined from its original structure. He noted that the County is working on complying with Act 101 of the state mandates to update the plan. Mr. Dittmar emphasized the importance of forming a partnership with the landfills, the haulers, the recycling managers, the COGs, the cities and the municipalities. In order to provide the programs needed, such as; electronic recycling, household hazardous waste, medication collection, and tire collection, a cooperative effort must be worked out. With these programs, the longevity of the landfills will be extended and the employment base will be maintained as well.

Agenda Item #1 – Review DEP Technical Guidelines for Municipal Waste Plan for the County and the Solid Waste Advisory Committee

Mr. Schlauder's Presentation:

Mr. Schlauder noted that the primary objective of the plan from the County's perspective is that the plan must demonstrate to the satisfaction of the DEP that it has secured at least ten years of disposal capacity for all the municipal waste generated within Northampton County. As he explained, it can be done with one contract or ten contracts. Mr. Schlauder referred to the DEP guidelines and emphasized that the guidelines are legislatively mandated by Act 101, Municipal Recycling and Planning Act, enacted in 1988. This Act established a recycling fee as part of tipping fees at disposal and processing facilities. This money has been used to help fund the recycling initiatives throughout the municipalities in the state.

Mr. Schlauder indicated that the bulletin given to each member, outlining the DEP Technical Guidelines, is the reference document to be used in implementing the Plan. The plan contains fourteen sections, some of which have been updated. Mr. Dittmar will need feedback from the participants attending and those who are a part of this process, who are not here today.

Agenda Item #2 – Update 2005 Municipal Waste Management Plan Revision – Draft

1. Update through 2020 – Mr. Schlauder mentioned that the "Flow Control" laws have been challenged throughout the years in courts and the law. As it stands presently is that the US Courts have stated that Flow Control is allowable if it is to a publicly owned facility.
2. Update 10-year capacity agreement – The Menu Plan: Since Northampton County has three landfills; the county can negotiate a different capacity agreement with each landfill. The haulers will decide which facility will be used. The plan will not dictate the business of the haulers. Mr. Schlauder encouraged everyone to thoroughly review the guidance documents.

3. Update on County initiatives – The goal of Northampton County will be to achieve a 35% recycling rate. That is, material no longer going to a landfill but being processed by composting, e-cycling etc. The cost involved with some of these events, namely; the household hazardous waste event; can range from \$50,000-\$100,000. The toxic material must be processed properly by facilities equipped to do so and that becomes very costly, ergo; the cost to the County. Even though half of the cost is reimbursed by the DEP, the remaining cost must be recouped. As a comparison, if the landfill tipping fees are \$70 a ton, the cost of processing the hazardous waste properly could cost \$150 a ton.

Agenda Item #3 – Future for sustainable programs

1. Waste reduction and environmental programs: Mr. Schlauder discussed how other counties have integrated programs into their area. He also described the “Integrated Solid Waste Management” system which was recommended by the EPA. This system emphasizes educating people on the “re-use and reduce” method from the amount of waste generated and also incorporate the concept of waste to energy. The last thing on the pyramid is disposing of waste.
2. Household Hazardous Waste Event held at Northampton Community College parking lot - Ms. Sywensky indicated that a five-hour event held in October 2009 accommodated 1500 cars at a cost of \$85,000. Mr. Dittmar indicated that the amount of material collected at this event was 145,000 pounds. This service is provided to the residents at no cost. The County, namely; Mr. Dittmar in the DCED office; receives at least five calls a day related to questions on how and where to discard household hazard waste. A majority of calls want to know why the County only has one event a year.
3. From the three e-cycling events held in 2009, 90,000 pounds were collected. As far as the cost of holding the e-cycling events, the cost involved is related to advertising. The COGs advertise the events in various ways. The cost involved to the residents is a fee per item depending on the cost charged by the recycling company. A television is the highest cost at \$18.00.
4. Yard Waste
 - a. Allen FRCA – Jeffrey Mouer indicated that there are eight municipalities using the Allen Township facility and there are future plans for expansion.
5. Medication Collection - Mr. Dittmar is planning a collection program depending on the availability of funding.
5. Tire Collection - This is another program Mr. Dittmar would like to provide.

Agenda Item #4 – Review

- Section 1 – 4 Municipal Waste Management Plan Revision -
Description of Waste (What? How Much?)
What are we doing with it?
What is the Municipal Waste Tonnage today and estimated
projection in ten years from today? How much are we
removing?

These four items that are needed to proceed with a Capacity Procurement Document.

- FQR (Facility Qualification Request) Capacity Agreement:
Meet the obligation of Act 101 ensuring the 10 year of disposal capacity;
Keep an open market system in place (meet all the subtitle deregulations;
meet the state Title 25 Code and meet any local code ordinances).

The FQR contains the following:

- An introduction that describes the purpose, amount of disposal capacity requested, the evaluation procedures and a schedule
- Instructions for the application
- A submittal form
- Proposed disposal capacity agreement

Mr. Schlauder concluded his presentation by proposing a cost to the landfills of \$1 per ton. The members questioned whether the fees would be used solely for the recycling/disposal of hazardous waste events/programs. Their concern was that administration fees would be paid out of these funds.

Question to ask: What guarantee is there that the funds would be used for recycling sustainability?

Response: The contract would be written as a partnership in full cooperation with the landfills. The funds would be accessible for anyone to review.

Mr. Schlauder mentioned that a bill was introduced to the “House” and “Senate” regarding allowing counties to impose an administration fee. A specific condition attached to the Bill was that the money would absolutely go to solid waste and recycling purposes. Also, a Bill was introduced in both “houses” to reauthorize the recycling grant which has been done several times. If this grant is not reauthorized, it could erase all grants to the Counties going forward.

At the present time, the municipalities are being denied Grant funds due to the fact that we are not in compliance with Act 101 by not having an approved plan. Of concern to many is whether the fee will be assessed on all collected trash. The response to that is that only Northampton County's waste that is be hauled by contracted haulers is assessed and not trash from other counties or other states.

The Department would like feedback on Section 1-4 and FQR in two weeks so that the next meeting can take place in early April 2010.

NORTHAMPTON COUNTY DCED

Lori Sywensky
Community Development Administrator

Thomas Dittmar
Environmental Conservation Coordinator

Minutes prepared by:

Loretta Schiavone

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Northampton County
Solid Waste Advisory Committee
May 5, 2010 10:00 am

Room # 3120-Northampton County Government Center

AGENDA

1. Welcome – Call to Order/Roll Call
2. Approve - March 8, 2010 Minutes
3. Review/Follow-up - Section 1 – 4 Update 2005 Municipal Waste Management Plan - Future for sustainable programs
4. Municipal Waste Management Plan -Sections 7- 12
5. Municipal Waste Management Plan -Capacity Agreement
6. Advertisement For Proposals
7. Future Environmental Programs/events
 - a. Waste reduction and environmental program
 - b. Household Hazardous Waste
 - c. E-cycling
 - d. Yard Waste
 - e. Medication Collection
 - f. Tire Collection
8. Adjournment

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**NORTHAMPTON COUNTY
SOLID WASTE ADVISORY COMMITTEE
(SWAC)
May 5, 2010**

The meeting of the Solid Waste Advisory Committee was held May 5, 2010 at 10:00 a.m. at the Northampton County Government Center, 669 Washington St., Easton, PA.

Welcome and roll call was taken and the following committee members were present:

Lori Sywensky	Northampton County
Thomas Dittmar	Northampton County
Loretta Schiavone	Northampton County
Rick Schlauder	Mid Atlantic Solid Waste Consultant

Harry Smith	Waste Management
Adrienne Borger	Waste Management
Samuel J. Donato	IESI Bethlehem Landfill Inc.
Robert Lammi	Two Rivers Council of Governments
Deborah Seiple	Nazareth Council of Governments
Jack Cahalan	Lower Saucon Township
Richard Smith	Greenstar

Absent

John Stoffa,	County Executive
J. Michael Dowd	County Council
Thomas Marshall	City of Bethlehem
David Hopkins	City of Easton
Ilene Eckhart	Allen Township
Brian Leverington	Chrin Landfill
Al Schleyer	IESI
Jeff Kopyta	IESI
Joe D'Aniello	Raritan Valley Disposal
Jeffrey Mouer	First Regional Compose Authority
Ron Sandt	McAuliff Hauling & Recycling Service's
Desiree DeNicola	Slate Belt Council of Governments
Thomas Maxfield	Saucon Valley Council of Governments
Kenneth Moyer	Easton Iron and Metal Co. Inc.

Item #1 – Welcome and Attendance

Ms. Sywensky welcomed everyone and asked for everyone to identify themselves.

Item #2 – March 8, 2010 Minutes - presented for review and/or comments. One correction was made. As a committee, Mr. Schlauder noted that approval with a quorum, is not required.

Item #3 - Review/Follow-up – Section 1 thru 4, Update 2005 Municipal Waste Management Plan – Future for sustainable programs

Ms. Sywensky is seeking comments or suggestions on the documents sent to the committee members on Section 1 – 4 as presented at the last meeting regarding the Facility Qualification Request and the Proposed Draft Contract. There were a few responses to this document which will be addressed below:

Tom Dittmar:

Reiterated that the following reviews were received on the Sections 1 – 4 as follows :

MWMP

1. Proposed suggestion that “legislation” be passed by the County to insure that the recycling sustainability fees should be specifically identified for use for “recycling”.
2. A report on the Bethlehem Recycling program as follows:
 - a. Taken are Styrofoam, curbside yard waste & leaves. Recyclables curbside in Bethlehem are contracted—not by subscription.
3. A clarification of the Penn State Data Center statistics compared to the LVIP statistics indicating that the population estimates are higher using LVIP’s stats and should therefore be used in the report Section 1 – 2 Table 1 – 2.

Questions as to the accuracy of the disposed pounds per capita of waste in Section 3 Table 3-1.

A typo was identified in Section 4.2.4

Credentials should be given to the COGs who sponsored the events and provided the advertisements for the e-cycling events in various sites. Section 4.2.7.

Facilities Qualifications

1. Suggestion that “all evaluation data that is confidential” should be deferred to our solicitor to provide validity inasmuch as there is the state’s “Right-to-know” law.

Municipal Waste Disposal Capacity Agreement

1. Identifying the waste when referring to “industrial lunchroom or office waste” and refer to it as “industrial lunchroom or non--recyclable office waste” since

- a large percentage of office waste is recyclable, Section D-Definitions-Municipal Waste.
2. There was one indication at this time of support for the \$1.00/ton recycling sustainability fee. This was quantified by the estimation that it would only cost residents \$1.10/yr. Section II-C-Recycling Sustainability Fee.
 3. However, another response indicated a concern over the fee because it was the opinion that a hauler competing with another hauler who owns landfills would make it difficult for his company to compete.
 4. Included in the four responses was one that reflected the fact that the County's plan is similar to the Carbon County Plan as it existed, but, as Mr. Schlauder noted, that plan has since been changed.
 5. Positive comment was also made on the inclusion of the "reserve the right" language incorporated in the draft Municipal Waste Capacity Agreement, Article 6.2 Recycling Sustainability Fee. Corrections to contact information were indicated as related to WM.

Lori Sywensky: Posed a question on how the "County" can be more involved in encouraging recycling? Comments are encouraged.

Item #4 – Municipal Waste Management Plan – Sections 7 - 12

Facility Qualification Request

The FQR was presented to the committee members at the previous meeting and is not included in today's packet of information. However, the Disposal Capacity Agreement has been changed to be in compliance with the County's legal recommendations.

Agenda Item #5 – Capacity Agreement

Ms. Sywensky mentioned that the plan as it is, follows a standard "boiler plate" format which is open for suggestions/recommendations for any changes that may be forthcoming. Although the County is required by the DEP to give its report each year, it is not without consideration to the needs or considerations of the participants.

The timeline for the implementation of the Agreement was set to be July 1, 2010, but in consideration of the necessity to provide additional time for review, it will be extended to September 1, 2010. The term of the agreement will be five years with optional renewal agreements.

Mr. Schlauder made special mention of the purpose of implementing the MWP by providing programs for waste reduction environmental program education, household hazardous waste, e-cycling, yard waste, and other collection items. These are not money-making programs but instead, are costs.

Agenda Item #6 – Advertisement For Proposals

The ad seeking “waste disposal capacity for municipal waste” MSW is included with the documents for review. It provides all the information to be published in the local newspapers and also the Pennsylvania Bulletin. The ads must be ready for publication by June 1, 2010 with a 15-day response timeline.

In order to advertise for proposals, it will be necessary to have completed Sections 1 – 12. It is anticipated that by August, the agreements can be executed and along with that, complete the Solid Waste Plan and present the plan for County Council to adopt and ultimately sent to the State for their approval.

Agenda Item #7 – Future Environmental Programs/Events

- a. Waste reduction and environmental program
- b. Household Hazardous Waste
- c. E-cycling
- d. Yard Waste
- e. Medication Collection
- f. Tire Collection

If there are ways to assist municipalities with any of these programs to implement them we would like to support that. Comments concerning any of the programs and the best way the County can utilize these are being solicited from the members.

NORTHAMPTON COUNTY DCED

Lori Sywensky
Community Development Administrator

Thomas Dittmar
Environmental Conservation Coordinator

Minutes prepared by:
Loretta Schiavone

Northampton County Solid Waste Plan Comments

Dave Hopkins:

Question: The recycling sustainability fee usage.

Response: Stated in the Solid Waste Plan that all the funds will be used to support our Recycling/Environmental program, Example Household Hazardous Waste program, E-cycling, Medication Collection.

Thomas Marshall

Wanted small changes to Section 1-4 Bethlehem takes Styrofoam at the drop site and yard waste: picked up at curbside.

Response: Changes were made per request.

Ron Sandt

Question: Recycling Sustainability fee add cost to haulers.

Response: There will be a meeting with the haulers in Northampton County before the plan goes in effect to review with them the new solid waste plan.

Harry Smith

Comments on how Northampton County Draft FQR and capacity Agreements are exact duplicates to other county. The other comment was on recycling sustainability fee.

Response: That yes the draft is very much like other county that the consultant had work on with some changes to meet Northampton County needs. The recycling sustainability fee will be for only Recycling/ Environmental programs in the County.

Robert Lammi

Question: Northampton County population data source (Penn state data center) seem to be high.

Response: This is only an estimate of population from one group.

Question: Table on calculation of tons per year and lbs. per person.

Response: Review the table with Bob.

Question: The letter (I) needed to be removed in section 4.2.4

Response: The Letter (I) was removed.

Question: E- waste events needed to give some credit to the COG who help sponsored the events.

Response: Section 4.2.7 adds Northampton County and the COG's partnered together in the three e-waste collection events.

Charles Luthar

Question: Municipal solid waste projected totals

Response: That this is a projection of the tonnage that could be land filled. This figure could go up or down very easily if we increase or decrease our recycling. If we increase our recycling them it would go down, if housing building starts up them it would go up fast.

Request: To make change to curbside pick up table 4-2 and drop off, were made to meet there sites for Hellertown.

Question: on FQR what is the penalties of a hauler taking waste to a non-registered facility?

Response: There is on penalties. Made other small changes in words from (fine) to Fee and March to month.

Hanover Engineering Ass. James Birdsall

Comment: Data from 2005 plan.

Response: The data from 2005 plan update is a good starting point and we are building from there.

Comments: Construction & Demolition Debris underestimated.

Response: C & D will go up and down due to the amount of building that may go on in the county, if we start reclaiming C & D then the tonnage ill go down.

Comments: Residual Waste

Response: Waste tonnage comes from the state tonnage reports.

Comments: Ten (10) year plan- anticipates the need for the years 2020 to 2030.

Response: At this time we are looking to meet the state requirements.

Comments: Municipal contract collection of recyclable materials through existing curbside haulers.

Response: Yes this would be handled by there Municipalities contract collection or privet contracts.

Question on FQR: County is seeking disposal capacity agreements.

Responses: The County is seeking disposal capacity for 10 years with landfills to meet the disposal needs for Northampton County while meeting the state requirements under Act 101 Municipal Waste Management Plan.

Question: The County will be seeking 1 dollar per ton.

Response: The County is seeking capacity agreements with landfills and agreements to collect an amount per ton for recycling sustainability programs in Northampton County.

IESI Samuel Donato

Question: Act (101) 10 year plan revision and draft implementing documents are submitted and approved by DEP before the new 10 year waste disposal capacity agreement is submitted to any individual processing or disposal facility for execution.

Response: Dep's Guidelines for the Development and Implementation of county municipal waste Management plan revisions DEP I D: 254-2212-504 page 7 Sect. F Capacity Assurance purpose of a county municipal waste management plan is assuring that disposal capacity is available for waste generated within the county. The plan must show that there is capacity specifically available to the county for disposal of the waste generated within its boundaries for at least a ten-year period.

Question: Qualification process to determine the qualification of each disposal Facility.

Response: Pennsylvania counties that enter into disposal capacity contracts with private facilities assume a certain amount of liability through the contracting process. Therefore, the Counties are entitled to request information that demonstrates to the official's satisfaction, that contracted facilities meet all regulatory requirements and have a good compliance record. Requesting financial information is also a fair evaluation and common in solicitation documents. The FQR being utilized by Northampton County has already been responded to by private disposal facilities in Northeastern Pennsylvania on three separate occasions. In all three solicitations, this request for information was responded to and facilities cooperating were designated in the Counties' Plan updates.

Question: The County reserves the right to exclude from further consideration any designated disposal facility to receive waste generated in Northampton County.

Response: This clause exists to preclude from the plan any facility that may put the County in a position of future environmental liability due to poor compliance history. Respondents to the FQR process are free to take exception to any clause. Facilities opting to participate in the FQR should feel free to note any exception to this statement, as all terms are negotiable.

Comments: Recycling Sustainability Fee- is not authorized in the Commonwealth of Pennsylvania.

Response: The Recycling Sustainability Fee is comparable to the previously Administrative Fee that help fund the County's implementation of the Plan and special waste collection program (HHW and electronics), and is new only in name. In other Northeast Pennsylvania counties, the Recycling Sustainability Fee funds Recycling Facility operation costs and county-wide drop-off collection operations. While the FQR suggests a \$1 per ton Recycling Sustainability Fee, facilities are free to take exception to any fee or suggest a value that is more amenable. The County is merely requesting facilities to consider the \$1 per ton fee as a reasonable amount to sustain County initiated integrated solid waste management practices. The one dollar per ton will generate revenues for the County to continue special waste collection events and expand on these programs, as well as initiating other integrated solid waste management programs.

Comments: The plan revision and draft implementing documents and execution date.

Response: See DEP Guideline for the Development & Implementation of waste plan revision.

Comments: Act 101 post closure fee

Response: The \$.25 per ton fee in question is still collected by disposal facilities in Pa. The FQR is just acknowledging that fact.

Comments: Residual Waste

Response: The County Municipal Waste Management Plan may address residual waste, though it is not required to and cannot direct the disposal of residual waste. The intent of the FQR is just to get a general idea of the residual tonnage managed by specific facilities and the associated costs, so that the plan can acknowledge how this waste stream may or may not compete for the daily capacity responding to the FQR solicitation. Facilities opting to participate in the FQR should feel free to note any exceptions to this statement, as all terms are negotiable.

Comments: It is unclear statement (Seeks to provide absolute immunity to the County and employees, it is overly broad).

Response: Facilities opting to participate in the FQR should feel free to note any exceptions to this statement, as all terms are negotiable.

Comments: It is onerous to require each disposal facility to add the County as an additional insured and unnecessary. Proof of insurance should be all that is required.

Response: It is our professional experience that public sector entities routinely ask to be named as additional insured, and that this allowance is routinely available via most insurance providers. However, facilities opting to participate in the FQR should feel free to note any exceptions to this statement, as all terms are negotiable.

Comments: Article IV. B.5.C of the MWDCA should be re-written to be consistent with Article IV.B.1 .

Response: The clauses in question should be taken separately. If the Court of Common Pleas can be avoided it is to both parties advantage.

Comments: Article III.B.5 (c)2. and 3. of the MWDCA should remove the word “significant”.

Response: Facilities opting to participate in the FQR should feel free to note any exceptions to this statement, as all terms are negotiable.

Comments: It would be very helpful to the industry to submit the documents and form in MS Word, rather than a PDF file.

Response: The County would be able to provide the document in a Word format upon request.

Northampton County is work on build a good and solid work relation with all parties for a long term growth in all environmental programs.

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APPENDIX D

RESOLUTION TO ADOPT PLAN

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RESOLUTION NO. OF 2011

On motion of County Executive: _____seconded by County Council: _____;

WHEREAS, the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, as amended (Act 97) established a comprehensive planning and regulatory framework for the storage, collection, transportation, processing and disposal of solid waste, including municipal waste; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101 (Act 101) gave the County primary responsibility for planning for municipal waste management within its boundaries and for ensuring sufficient disposal capacity for all municipal waste generated within its boundaries; and

WHEREAS, the 2000 Northampton County Municipal Waste Plan was deemed under Section 501(c)(2) of Act 101 to be a plan approved under Act 101; and

WHEREAS, Section 303(d) of Act 101 authorizes counties to enter into an agreement with another person, including a municipal authority, pursuant to which that person undertakes to fulfill some or all of the County's responsibilities under Act 101 for municipal waste planning and implementation of the approved County Plan; and

WHEREAS, the Northampton County Executive designated the Northampton County Solid Waste Advisory Committee (SWAC) as the agency to prepare an update of the 2000 Plan; and

WHEREAS, pursuant to the request of the Northampton County Executive, Northampton County Recycling Coordinator with the SWAC has prepared the Northampton County Municipal Waste Management Plan Update of 2010 (the 2010 Plan); and

WHEREAS, the Northampton County Council and the County Executive believes that the 2010 Plan is appropriate and necessary to protect the health and welfare of the residents of the County; and

WHEREAS, the Northampton County Council and County Executive believes that effecting and carrying forth the 2010 Plan will enable the County and each municipality to continue to realize the benefits of an effective, efficient, reliable and environmentally safe system for the storage, transportation, processing and disposal of solid waste.

NOW, THEREFORE, upon consideration of the foregoing matters, the Northampton County Council and the County Executive approves the following Resolutions:

1. **RESOLVED**, the 2010 Northampton County Municipal Waste Management Plan Update is approved.
2. **RESOLVED**, that the proper officers of the County are authorized and directed to take such actions and execute and deliver on behalf of the County such instruments as shall be necessary or appropriate to carry forth the 2010 Plan.

Approved this _____ day of _____, 2011.

COUNTY OF NORTHAMPTON

By: _____
Northampton County Executive

Attest:

Chief Clerk