

# PERMIT RENEWAL APPLICATION

FREY FARM LANDFILL  
BWM PERMIT NO. 101389

Manor Township  
Lancaster County, Pennsylvania

*Submitted to:*

Pennsylvania Department of Environmental Protection  
Southcentral Regional Office  
Bureau of Waste Management  
909 Elmerton Avenue  
Harrisburg, PA 17110



ARM Project 20010001

April 2020

*Prepared by:*

**ARM Group LLC**

**Engineers and Scientists**

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**PERMIT RENEWAL APPLICATION**  
for the  
**LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY**

**FREY FARM LANDFILL  
BUREAU OF WASTE MANAGEMENT  
PERMIT #101389**

Prepared by:  
**Lancaster County Solid Waste Management Authority**  
**1299 Harrisburg Pike**  
**Lancaster, PA 17604-4425**

and

**ARM Group LLC**  
**1129 West Governor Road**  
**Hershey, PA**  
**17033-0797**

**April 2020**



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## **1. Introduction**

The Lancaster County Solid Waste Management Authority (LCSWMA) owns and operates the Frey Farm Landfill (FFLF) located in Manor Township, Lancaster County, PA. The FFLF has been permitted by the Pennsylvania Department of Environmental Protection (DEP) through the Bureau of Waste Management (solid waste permit number 101389) and has been operational since August 1989. This is the second permit renewal application for the FFLF with the current permit set to expire May 27, 2021. In accordance with DEP regulations, this permit application has been prepared by LCSWMA and is being submitted to DEP one (1) year before the current permit expires.

This submittal contains the information required by DEP for a Permit Renewal application. Section 2 ("Narrative") contains a brief description of the FFLF. Attachment 1 includes the "administrative" forms relative to the permit renewal (the DEP General Information Form, and Forms A, B, B1, HW-C and E). Attachment 2 contains DEP Form 46 – Relationship Between Municipal Waste Management Plans and Permits, and associated information. Attachment 3 contains the notifications required of the permit renewal application including the proof of publication in a local newspaper, municipal notifications to both the Host Municipality (Manor Township) and the County (Lancaster) and the contiguous landowner(s) proof of mailing. Attachment 4 contains a copy of the 2014 Lancaster County Municipal Waste Management Plan.

## 2. Narrative

The Frey Farm Landfill (FFLF) has an important role in Lancaster County's integrated solid waste management system. In operation since August 1989, the FFLF is permitted to receive up to 3,000 tons per day (tpd) – as any single day maximum; and 2,500 tpd as a quarterly average. The FFLF complements the two (2) Waste-to-Energy facilities (WTEFs) that LCSWMA owns, which are operated by Covanta; one located in Bainbridge, Lancaster County (Lancaster Resource Recovery Facility) and the other located in Harrisburg, Dauphin County (the Susquehanna Resource Management Complex or SRMC). In general, inorganic, non-combustible wastes are directed to the FFLF while the WTEFs receive wastes amenable to energy production.

LCSWMA's integrated system is unique in Pennsylvania, which remains the only County system to have a waste management plan that provides a landfill and waste to energy facilities under its ownership. Having these facilities means that not only is waste handled in the most efficient manner possible, it allows LCSWMA to be self-reliant and not dependent upon facilities outside the County.

The FFLF was originally designed with a lined area of approximately 96 acres and a volume capacity of 10.8 million cubic yards. In July 2017, the Frey Farm Vertical Expansion (FFVE) was permitted to utilize mechanically stabilized earthen berms to increase the permitted capacity by 6.4 million cubic yards. This permit modification only expands the lined landfill by 9 acres and allows solid waste permit number 101389 disposal capacity for this 10-year permit cycle.

This July 2017 solid waste permit modification included LCSWMA's Visual Landscape Synthesis Plan. The core objectives of this plan is to achieve an enhanced and more natural appearance of the landfill that blends into the surrounding landscape over time, achieve a sustainable vegetative ecosystem for the long-term success that reduces the need for traditional maintenance activities to support vegetation, and minimize interference from landscaping with ongoing landfilling operations, and promoting the continued safe operation of the FFLF in compliance with PA DEP regulations. In order to achieve these core objectives, a combination of tree and shrub plantings, custom seed mixes, and natural succession will be implemented.

The FFLF uses a double-composite liner system throughout. From "bottom up" the liner system consists of a layer of compacted clay, a 60-mil high density polyethylene (HDPE) secondary liner, the secondary leachate detection system (typically a geonet composite; except for Cell 1 which utilized aggregate), a geobentonite layer, a 60-mil HDPE primary liner, and an 18" (minimum) thick protective cover aggregate. Both the leachate detection system (also referred to as "secondary zone") and primary leachate collection systems allow for the measurement and collection of leachate. Leachate collected from the FFLF is monitored in compliance with DEP regulations and is pumped via a carrier/container piping system to a municipally- owned wastewater treatment plant located approximately three (3) miles from the site.



Landfill gas (LFG) from the FFLF has, since 2006, been collected and processed at the landfill gas-to-energy facility located at the site and operated by Energy Power Partners (formerly PPL Renewable Energy). LFG wells are typically installed when capping projects are completed.

Upon arrival at the FFLF, haulers pass through radiation monitoring equipment that alert landfill personnel of any waste loads containing radiation, and trigger additional protocols required by PA DEP. All vehicles then cross over the inbound scale to record the weight of the vehicle and waste type. Small vehicles, and those containing recyclable materials, use a special drop-off area located just past the scale house (recyclable yard wastes are delivered to a separate processing area). Larger waste delivery vehicles are directed to the tipping area in the active section of the landfill. When exiting the site, vehicles use the outbound scale which then provides the weight of the vehicle only; thus the weight of the waste delivered is established.

Contents of the waste delivery vehicles directed to the tipping area are unloaded and LCSWMA Compliance Staff inspect the load for conformance purposes (e.g. if Residual Waste is being received, the waste must be in conformance with that which was originally characterized and approved through the Department's Form U process). Wastes that require special handling (e.g. direct burial of asbestos-containing wastes) are processed immediately upon delivery according to protocol. At the end of the workday, LCSWMA utilizes WTEF ash and other DEP-approved wastes as alternative daily cover (ADC). This greatly reduces soil handling efforts and further reduces fugitive emissions (dust and vehicle) associated with this activity.

Routine monitoring and regulatory reporting activities include quarterly Form 19 groundwater monitoring from the DEP-approved locations; quarterly Form 50 leachate analysis;; quarterly Form 52 contiguous landowner water sampling; quarterly perimeter landfill gas monitoring (%LEL); semi-annual and annual submissions regarding air quality per the Title V permit for the site including monthly landfill gas monitoring; annual Chapter 110 Water Allocation, Water Management Plan, Water Withdrawal and Use Reporting); quarterly and annual reporting associated with the acceptance of Residual Waste and submittal of the landfill annual operations report.



**Attachment 1**

**DEP Application Forms**



Form



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

## GENERAL INFORMATION FORM – AUTHORIZATION APPLICATION

Before completing this General Information Form (GIF), read the step-by-step instructions provided in this application package. This version of the General Information Form (GIF) must be completed and returned with any program-specific application being submitted to the Department.

Related ID#s (If Known)		<b>DEP USE ONLY</b>	
Client ID#	4660	APS ID#	Date Received & General Notes
Site ID#	450744	Auth ID#	
Facility ID#	477357		

### CLIENT INFORMATION

DEP Client ID#	Client Type / Code		
4660	Authority / AUTH		
Organization Name or Registered Fictitious Name	Employer ID# (EIN)	Dun & Bradstreet ID#	
Lancaster County Solid Waste Management Authority	23-6006036	06-709-5828	
Individual Last Name	First Name	MI	Suffix SSN
Additional Individual Last Name	First Name	MI	Suffix SSN
Mailing Address Line 1	Mailing Address Line 2		
1299 Harrisburg Pike	PO Box 4425		
Address Last Line – City	State	ZIP+4	Country
Lancaster	PA	17604-4425	USA
Client Contact Last Name	First Name	MI	Suffix
Brown	Daniel		
Client Contact Title	Phone		Ext
Environmental Compliance Manager	717 397-9968		
Email Address	FAX		
dbrown@lcswma.org	717 397-9973		

### SITE INFORMATION

DEP Site ID#	Site Name				
450744	LCSWMA Frey Farm Landfill				
EPA ID#	Estimated Number of Employees to be Present at Site	15			
Description of Site	Municipal Waste Landfill				
County Name	Municipality	City	Boro	Twp	State
Lancaster	Manor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
County Name	Municipality	City	Boro	Twp	State
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Site Location Line 1	Site Location Line 2				
3049 River Road					
Site Location Last Line – City	State	ZIP+4			
Conestoga	PA	17516			
Detailed Written Directions to Site	Rt 441 South (of Columbia, PA); 8.5 miles to landfill entrance on right				
Site Contact Last Name	First Name	MI	Suffix		
Rice	Aaron				
Site Contact Title	Site Contact Firm				
Operations Foreman	LCSWMA				
Mailing Address Line 1	Mailing Address Line 2				
1299 Harrisburg Pike	PO Box 4425				
Mailing Address Last Line – City	State	ZIP+4			
Lancaster	PA	17604-4425			

<b>Phone</b> (717) 874-4425	<b>Ext</b>	<b>FAX</b> (717) 397-9973	<b>Email Address</b> ARice@lcswwa.org
<b>NAICS Codes</b> (Two- & Three-Digit Codes – List All That Apply) 56; 561/562			<b>6-Digit Code</b> (Optional) 562212

**Client to Site Relationship**  
OWNOP

**FACILITY INFORMATION**

<b>Modification of Existing Facility</b>	<b>Yes</b>	<b>No</b>
1. Will this project modify an existing facility, system, or activity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Will this project involve an addition to an existing facility, system, or activity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*If "Yes", check all relevant facility types and provide DEP facility identification numbers below.*

Facility Type	DEP Fac ID#	Facility Type	DEP Fac ID#
<input type="checkbox"/> Air Emission Plant	_____	<input type="checkbox"/> Industrial Minerals Mining Operation	_____
<input type="checkbox"/> Beneficial Use (water)	_____	<input type="checkbox"/> Laboratory Location	_____
<input type="checkbox"/> Blasting Operation	_____	<input type="checkbox"/> Land Recycling Cleanup Location	_____
<input type="checkbox"/> Captive Hazardous Waste Operation	_____	<input type="checkbox"/> Mine DrainageTrmt/LandRecyProjLocation	_____
<input type="checkbox"/> Coal Ash Beneficial Use Operation	_____	<input type="checkbox"/> Municipal Waste Operation	_____
<input type="checkbox"/> Coal Mining Operation	_____	<input type="checkbox"/> Oil & Gas Encroachment Location	_____
<input type="checkbox"/> Coal Pillar Location	_____	<input type="checkbox"/> Oil & Gas Location	_____
<input type="checkbox"/> Commercial Hazardous Waste Operation	_____	<input type="checkbox"/> Oil & Gas Water Poll Control Facility	_____
<input type="checkbox"/> Dam Location	_____	<input type="checkbox"/> Oil & Gas Wastewater Storage Impoundment	_____
<input type="checkbox"/> Deep Mine Safety Operation -Anthracite	_____	<input type="checkbox"/> Public Water Supply System	_____
<input type="checkbox"/> Deep Mine Safety Operation -Bituminous	_____	<input type="checkbox"/> Radiation Facility	_____
<input type="checkbox"/> Deep Mine Safety Operation -Ind Minerals	_____	<input type="checkbox"/> Residual Waste Operation	_____
<input type="checkbox"/> Encroachment Location (water, wetland)	_____	<input type="checkbox"/> Storage Tank Location	_____
<input type="checkbox"/> Erosion & Sediment Control Facility	_____	<input type="checkbox"/> Water Pollution Control Facility	_____
<input type="checkbox"/> Explosive Storage Location	_____	<input type="checkbox"/> Water Resource	_____
		<input type="checkbox"/> Other:	_____

<b>Latitude/Longitude Point of Origin</b>	<b>Latitude</b>			<b>Longitude</b>		
	<b>Degrees</b>	<b>Minutes</b>	<b>Seconds</b>	<b>Degrees</b>	<b>Minutes</b>	<b>Seconds</b>
	39	56	43	-76	26	18
<b>Horizontal Accuracy Measure</b>	Feet	--or--		Meters		
<b>Horizontal Reference Datum Code</b>	<input type="checkbox"/> North American Datum of 1927 <input checked="" type="checkbox"/> North American Datum of 1983 <input type="checkbox"/> World Geodetic System of 1984					
<b>Horizontal Collection Method Code</b>	ITPMP					
<b>Reference Point Code</b>	CNTR					
<b>Altitude</b>	Feet	varies	--or--		Meters	
<b>Altitude Datum Name</b>	<input checked="" type="checkbox"/> The National Geodetic Vertical Datum of 1929 <input type="checkbox"/> The North American Vertical Datum of 1988 (NAVD88)					
<b>Altitude (Vertical) Location Datum Collection Method Code</b>	PHGRM					
<b>Geometric Type Code</b>	POINT					
<b>Data Collection Date</b>	July 2012					
<b>Source Map Scale Number</b>	1	Inch(es)	=	200	Feet	
	--or--	Centimeter(s)	=		Meters	

**PROJECT INFORMATION**

<b>Project Name</b> Solid Waste Permit Renewal			
<b>Project Description</b> Solid Waste Permit Renewal			
<b>Project Consultant Last Name</b> Fellon	<b>First Name</b> Daniel	<b>MI</b> N.	<b>Suffix</b>
<b>Project Consultant Title</b> Vice President; Solid Waste Management		<b>Consulting Firm</b> ARM Group LLC	
<b>Mailing Address Line 1</b> 1129 West Governor Road		<b>Mailing Address Line 2</b> PO Box 797	

<b>Address Last Line – City</b> Hershey			<b>State</b> PA	<b>ZIP+4</b> 17033-0797
<b>Phone</b>	<b>Ext</b>	<b>FAX</b>	<b>Email Address</b>	

<b>Time Schedules</b>	<b>Project Milestone (Optional)</b>
April 2020	Submit Permit Renewal Application
May 2021	DEP issues renewal

1. **Have you informed the surrounding community and addressed any concerns prior to submitting the application to the Department?**  Yes  No
2. **Is your project funded by state or federal grants?**  Yes  No  
**Note:** If "Yes", specify what aspect of the project is related to the grant and provide the grant source, contact person and grant expiration date.  
 Aspect of Project Related to Grant \_\_\_\_\_  
 Grant Source: \_\_\_\_\_  
 Grant Contact Person: \_\_\_\_\_  
 Grant Expiration Date: \_\_\_\_\_
3. **Is this application for an authorization on Appendix A of the Land Use Policy? (For referenced list, see Appendix A of the Land Use Policy attached to GIF instructions)**  Yes  No  
**Note:** If "No" to Question 3, the application is not subject to the Land Use Policy.  
 If "Yes" to Question 3, the application is subject to this policy and the Applicant should answer the additional questions in the Land Use Information section.

**LAND USE INFORMATION**

**Note:** Applicants are encouraged to submit copies of local land use approvals or other evidence of compliance with local comprehensive plans and zoning ordinances.

1. **Is there an adopted county or multi-county comprehensive plan?**  Yes  No
2. **Is there an adopted municipal or multi-municipal comprehensive plan?**  Yes  No
3. **Is there an adopted county-wide zoning ordinance, municipal zoning ordinance or joint municipal zoning ordinance?**  Yes  No  
**Note:** If the Applicant answers "No" to either Questions 1, 2 or 3, the provisions of the PA MPC are not applicable and the Applicant does not need to respond to questions 4 and 5 below.  
 If the Applicant answers "Yes" to questions 1, 2 and 3, the Applicant should respond to questions 4 and 5 below.
4. **Does the proposed project meet the provisions of the zoning ordinance or does the proposed project have zoning approval?**  Yes  No  
 If zoning approval has been received, attach documentation.
5. **Have you attached Municipal and County Land Use Letters for the project?**  Yes  No

### COORDINATION INFORMATION

**Note:** The PA Historical and Museum Commission must be notified of proposed projects in accordance with DEP Technical Guidance Document 012-0700-001 and the accompanying Cultural Resource Notice Form.

**If the activity will be a mining project** (i.e., mining of coal or industrial minerals, coal refuse disposal and/or the operation of a coal or industrial minerals preparation/processing facility), respond to questions 1.0 through 2.5 below.

**If the activity will not be a mining project**, skip questions 1.0 through 2.5 and begin with question 3.0.

1.0	Is this a coal mining project? If "Yes", respond to 1.1-1.6. If "No", skip to Question 2.0.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
1.1	Will this coal mining project involve coal preparation/ processing activities in which the total amount of coal prepared/processed will be equal to or greater than 200 tons/day?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
1.2	Will this coal mining project involve coal preparation/ processing activities in which the total amount of coal prepared/processed will be greater than 50,000 tons/year?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
1.3	Will this coal mining project involve coal preparation/ processing activities in which thermal coal dryers or pneumatic coal cleaners will be used?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
1.4	For this coal mining project, will sewage treatment facilities be constructed and treated waste water discharged to surface waters?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
1.5	Will this coal mining project involve the construction of a permanent impoundment meeting one or more of the following criteria: (1) a contributory drainage area exceeding 100 acres; (2) a depth of water measured by the upstream toe of the dam at maximum storage elevation exceeding 15 feet; (3) an impounding capacity at maximum storage elevation exceeding 50 acre-feet?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
1.6	Will this coal mining project involve underground coal mining to be conducted within 500 feet of an oil or gas well?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
2.0	Is this a non-coal (industrial minerals) mining project? If "Yes", respond to 2.1-2.6. If "No", skip to Question 3.0.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
2.1	Will this non-coal (industrial minerals) mining project involve the crushing and screening of non-coal minerals other than sand and gravel?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
2.2	Will this non-coal (industrial minerals) mining project involve the crushing and/or screening of sand and gravel with the exception of wet sand and gravel operations (screening only) and dry sand and gravel operations with a capacity of less than 150 tons/hour of unconsolidated materials?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
2.3	Will this non-coal (industrial minerals) mining project involve the construction, operation and/or modification of a portable non-metallic (i.e., non-coal) minerals processing plant under the authority of the General Permit for Portable Non-metallic Mineral Processing Plants (i.e., BAQ-PGPA/GP-3)?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
2.4	For this non-coal (industrial minerals) mining project, will sewage treatment facilities be constructed and treated waste water discharged to surface waters?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
2.5	Will this non-coal (industrial minerals) mining project involve the construction of a permanent impoundment meeting one or more of the following criteria: (1) a contributory drainage area exceeding 100 acres; (2) a depth of water measured by the upstream toe of the dam at maximum storage elevation exceeding 15 feet; (3) an impounding capacity at maximum storage elevation exceeding 50 acre-feet?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No



3.0	Will your project, activity, or authorization have anything to do with a well related to oil or gas production, have construction within 200 feet of, affect an oil or gas well, involve the waste from such a well, or string power lines above an oil or gas well? If "Yes", respond to 3.1-3.3. If "No", skip to Question 4.0.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
3.1	Does the oil- or gas-related project involve any of the following: placement of fill, excavation within or placement of a structure, located in, along, across or projecting into a watercourse, floodway or body of water (including wetlands)?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
3.2	Will the oil- or gas-related project involve discharge of industrial wastewater or stormwater to a dry swale, surface water, ground water or an existing sanitary sewer system or storm water system? If "Yes", discuss in <i>Project Description</i> .	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
3.3	Will the oil- or gas-related project involve the construction and operation of industrial waste treatment facilities?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
4.0	Will the project involve a construction activity that results in earth disturbance? If "Yes", specify the total disturbed acreage. 4.0.1 Total Disturbed Acreage	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
5.0	Does the project involve any of the following? If "Yes", respond to 5.1-5.3. If "No", skip to Question 6.0.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
5.1	Water Obstruction and Encroachment Projects – Does the project involve any of the following: placement of fill, excavation within or placement of a structure, located in, along, across or projecting into a watercourse, floodway or body of water?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
5.2	Wetland Impacts – Does the project involve any of the following: placement of fill, excavation within or placement of a structure, located in, along, across or projecting into a wetland?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
5.3	Floodplain Projects by the commonwealth, a Political Subdivision of the commonwealth or a Public Utility – Does the project involve any of the following: placement of fill, excavation within or placement of a structure, located in, along, across or projecting into a floodplain?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
6.0	Will the project involve discharge of stormwater or wastewater from an industrial activity to a dry swale, surface water, ground water or an existing sanitary sewer system or separate storm water system?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
7.0	Will the project involve the construction and operation of industrial waste treatment facilities?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
8.0	Will the project involve construction of sewage treatment facilities, sanitary sewers, or sewage pumping stations? If "Yes", indicate estimated proposed flow (gal/day). Also, discuss the sanitary sewer pipe sizes and the number of pumping stations/treatment facilities/name of downstream sewage facilities in the <i>Project Description</i> , where applicable. 8.0.1 Estimated Proposed Flow (gal/day)	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
9.0	Will the project involve the subdivision of land, or the generation of 800 gpd or more of sewage on an existing parcel of land or the generation of an additional 400 gpd of sewage on an already-developed parcel, or the generation of 800 gpd or more of industrial wastewater that would be discharged to an existing sanitary sewer system? 9.0.1 Was Act 537 sewage facilities planning submitted and approved by DEP? If "Yes" attach the approval letter. Approval required prior to 105/NPDES approval.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
10.0	Is this project for the beneficial use of biosolids for land application within Pennsylvania? If "Yes" indicate how much (i.e. gallons or dry tons per year). 10.0.1 Gallons Per Year (residential septage) _____ 10.0.2 Dry Tons Per Year (biosolids) _____	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

11.0	Does the project involve construction, modification or removal of a dam? If "Yes", identify the dam.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
11.0.1	Dam Name				
12.0	Will the project interfere with the flow from, or otherwise impact, a dam? If "Yes", identify the dam.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
12.0.1	Dam Name				
13.0	Will the project involve operations (excluding during the construction period) that produce air emissions (i.e., NOX, VOC, etc.)? If "Yes", identify each type of emission followed by the amount of that emission.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
13.0.1	Enter all types & amounts of emissions; separate each set with semicolons.				
14.0	Does the project include the construction or modification of a drinking water supply to serve 15 or more connections or 25 or more people, at least 60 days out of the year? If "Yes", check all proposed sub-facilities.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
14.0.1	Number of Persons Served				
14.0.2	Number of Employee/Guests				
14.0.3	Number of Connections				
14.0.4	Sub-Fac: Distribution System	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
14.0.5	Sub-Fac: Water Treatment Plant	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
14.0.6	Sub-Fac: Source	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
14.0.7	Sub-Fac: Pump Station	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
14.0.8	Sub Fac: Transmission Main	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
14.0.9	Sub-Fac: Storage Facility	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
15.0	Will your project include infiltration of storm water or waste water to ground water within one-half mile of a public water supply well, spring or infiltration gallery?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
16.0	Is your project to be served by an existing public water supply? If "Yes", indicate name of supplier and attach letter from supplier stating that it will serve the project.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
16.0.1	Supplier's Name				
16.0.2	Letter of Approval from Supplier is Attached	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
17.0	Will this project involve a new or increased drinking water withdrawal from a stream or other water body? If "Yes", should reference both Water Supply and Watershed Management.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
17.0.1	Stream Name				
18.0	Will the construction or operation of this project involve treatment, storage, reuse, or disposal of waste? If "Yes", indicate what type (i.e., hazardous, municipal (including infectious & chemotherapeutic), residual) and the amount to be treated, stored, re-used or disposed.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
18.0.1	Type & Amount	Municipal and Residual Solid Waste; avg daily volume of 2,500 tons/day; max daily volume of 3,000 tons/day			
19.0	Will your project involve the removal of coal, minerals, etc. as part of any earth disturbance activities?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
20.0	Does your project involve installation of a field constructed underground storage tank? If "Yes", list each Substance & its Capacity. <b>Note:</b> Applicant may need a Storage Tank Site Specific Installation Permit.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
20.0.1	Enter all substances & capacity of each; separate each set with semicolons.				
21.0	Does your project involve installation of an aboveground storage tank greater than 21,000 gallons capacity at an existing facility? If "Yes", list each Substance & its Capacity. <b>Note:</b> Applicant may need a Storage Tank Site Specific Installation Permit.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
21.0.1	Enter all substances & capacity of each; separate each set with semicolons.				

22.0 Does your project involve installation of a tank greater than 1,100 gallons which will contain a highly hazardous substance as defined in DEP's Regulated Substances List, 2570-BK-DEP2724? If "Yes", list each Substance & its Capacity. **Note:** Applicant may need a Storage Tank Site Specific Installation Permit.  Yes  No

22.0.1 Enter all substances & capacity of each; separate each set with semicolons.

23.0 Does your project involve installation of a storage tank at a new facility with a total AST capacity greater than 21,000 gallons? If "Yes", list each Substance & its Capacity. **Note:** Applicant may need a Storage Tank Site Specific Installation Permit.  Yes  No

23.0.1 Enter all substances & capacity of each; separate each set with semicolons.

24.0 Will the intended activity involve the use of a radiation source?  Yes  No

**CERTIFICATION**

I certify that I have the authority to submit this application on behalf of the applicant named herein and that the information provided in this application is true and correct to the best of my knowledge and information.

Type or Print Name Daniel N. Fellon

Signature 

Vice President, Solid Waste Management

Title

Date 4/3/2020



**FORM A**  
**APPLICATION FOR MUNICIPAL OR RESIDUAL WASTE PERMIT**

This form must be fully and accurately completed. All required information must be typed or legibly printed in the spaces provided herein. Replacement/substitution of or attachment to this form is prohibited. Improperly completed forms may be rejected by the Department, may be considered to be violations of the Department's Rules and Regulations, and may result in assessment of fines and penalties.

**SECTION A. APPLICANT IDENTIFIER (Check one of the boxes and identify both)**

<input checked="" type="checkbox"/>	Owner	Name: Lancaster County Solid Waste Management Authority	Phone #: 717 397-9968
		Address: 1299 Harrisburg Pike, PO 4425, Lancaster, PA, 17604	Email: info@lcswma.org
<input checked="" type="checkbox"/>	Operator	Name: same as above	Phone #:
		Address:	Email:

**SECTION B. TYPE OF FACILITY**

Municipal Waste Landfill.....	<input checked="" type="checkbox"/>	Residual Waste Landfill .....	<input type="checkbox"/>
Construction/Demolition Waste Landfill.....	<input type="checkbox"/>	Class I.....	<input type="checkbox"/>
Municipal Waste Composting Facility.....	<input type="checkbox"/>	Class II.....	<input type="checkbox"/>
Municipal Waste Incinerator or Resource Recovery Facility ..	<input type="checkbox"/>	Class III.....	<input type="checkbox"/>
Municipal Waste Demonstration Facility.....	<input type="checkbox"/>	Residual Waste Disposal Impoundment	
Municipal Waste Transfer Facility .....	<input type="checkbox"/>	Class I.....	<input type="checkbox"/>
Municipal Waste Processing Facility .....	<input type="checkbox"/>	Class II.....	<input type="checkbox"/>
Other, Specify .....	<input type="checkbox"/>	Residual Waste Composting Facility.....	<input type="checkbox"/>
		Residual Waste Demonstration Facility .....	<input type="checkbox"/>
		Residual Waste Transfer Facility .....	<input type="checkbox"/>
		Residual Waste Incinerator or Other Processing Facility ....	<input type="checkbox"/>
		Residual Waste Agricultural Utilization .....	<input type="checkbox"/>
		Residual Waste Land Reclamation.....	<input type="checkbox"/>
		Oil and Gas Wastewater Storage Impoundment.....	<input type="checkbox"/>
		Other, Specify .....	<input type="checkbox"/>

**SECTION C. MAP LOCATION**

U.S.G.S. Map Location of Facility (attach the map and identify location on the USGS map)

7.5" Map Name Safe Harbour USGS 7.5" Quadrangle dated 1995

Center of Facility:

Latitude 39 ° 56 ' 43 " Longitude -76 ° 26 ' 18 "

**SECTION D. GENERAL INFORMATION**

Number of New Acres Proposed for Permit (Issued)	Number of Acres Proposed for Permit (New)
<u>Not Applicable •</u>	<u>0 • 0</u>
Total Acres of the Property	
<u>620 • 0</u>	
Number of Previously Permitted Acres	Current Permit ID Number(s) <u>101389</u>
<u>184.2 •</u>	

SECTION E. AFFIDAVIT

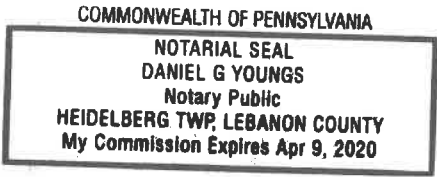
COMMONWEALTH/STATE OF Pennsylvania

SS: \_\_\_\_\_

COUNTY OF Lancaster

Sworn and subscribed to before me this third day

of April 20 20



*Daniel G Youngs*  
NOTARY PUBLIC

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

Print or type name to be Signed: Daniel A. Brown

Date 04/03/2020

Date: 04/03/2020

I, Daniel A. Brown do hereby certify pursuant to the penalties of 18 Pa. C.S.A.  
(Signature of Applicant)

Section 4904 to the best of my knowledge, information, and belief that the information contained in this application is true and correct and is in conformance with 25 PA. Code Chapters 271 or 287, whichever is applicable, of the rules and regulations of the Department of Environmental Protection.

SECTION F. APPLICATION FEE

A. Municipal Facilities

i. Application for new permit, or repermitting. (ref. 271.128)

- \$18,500 - Municipal Waste Landfill
- \$19,250 - Construction/Demolition Waste Landfill
- \$4,400 - Transfer Facility
- \$1,900 - Incinerator or Resource Recovery Facility
- \$4,000 - Other Municipal Waste Processing Facility, including Composting Facility
- \$17,300 - Demonstration Facility

ii. Application for a major permit modification.

- \$300 - Addition of types of waste not approved in the permit
- \$7,800 - Municipal Waste Landfill and Construction/Demolition Waste Landfill
- \$700 - Transfer Facility
- \$1,500 - Incinerator or Resource Recovery Facility
- \$700 - Other Municipal Waste Processing Facility, including Composting Facility
- \$6,700 - Demonstration Facility

iii.  \$300 - Permit Reissuance

iv.  \$300 - Permit Renewal

v.  \$300 - Minor Permit Modification

**SECTION F. APPLICATION FEE (Continued)**

A. Residual Facilities

i. Application for new permit, or repermitting. (ref. 287.141)

- \$25,900 – Residual Waste Landfill
- \$8,500 – Residual Waste Disposal Impoundment
- \$5,200 – Residual Waste Transfer Facility
- \$8,300 – Residual Waste Noncaptive Incinerator
- \$2,200 – Residual Waste Captive Incinerator
- \$5,200 – Other Waste Processing Facility, including Composting Facility
- \$8,500 – Residual Waste Demonstration Facility
- \$5,100 – Residual Waste Land Reclamation
- \$5,100 – Residual Waste Agricultural Utilization
- \$8,500 – Oil and Gas Wastewater Storage Impoundment

ii. Application for a major permit modification.

- \$600 – Addition of types of waste not approved in the permit
- \$7,800 – Residual Waste Landfill
- \$600 – Residual Waste Agricultural Utilization
- \$1,900 – Residual Waste Land Reclamation
- \$1,500 – Residual Waste Incinerator Facility
- \$700 – Residual Waste Transfer or Other Processing Facility, including Composting Facility
- \$5,800 – Residual Waste Demonstration Facility
- \$4,600 – Residual Waste Disposal Impoundment
- \$4,600 – Oil and Gas Wastewater Storage Impoundment

iii.  \$400 – Residual Waste Permit Reissuance

iv.  \$300 – Residual Waste Permit Renewal

v.  \$300 – Residual Waste Minor Permit Modification

**SECTION G. PUBLIC NOTICE - SECTION 271.141 (MUNICIPAL), 287.151 (RESIDUAL)**

For a new permit, major permit modification, permit renewal, permit reissuance, and submission of a closure plan, attach the proof of public notice for each of the following:

1. Newspaper - Attach the name of the newspaper, circulation location, copies of the notice, and dates of publication.
2. Municipality - Attach copies of the written notices sent to the host township and host county, and copies of the returned certified mail signature cards.
3. Contiguous Landowners - Attach copies of the written notice(s) sent to each landowner and copies of the returned certified mail signature cards.

**SECTION H. MUNICIPAL WASTE MANAGEMENT PLANS AND PERMITS**

For a new permit, major permit modification, permit renewal, or permit reissuance of a municipal waste landfill or resource recovery facility permit, is the proposed facility located in a county that has an approved municipal waste management plan that complies with Section 513 of Act 101? Yes  No

If the above answer is "yes", the applicant must complete form 46 - Relationship between Municipal Waste Management Plans and Permits.

NOTE: For each permit application, please submit the original (mark as such) and additional copies as requested by the Department's regional office.







Date Prepared/Revised March 10, 2020
<b>DEP USE ONLY</b>
Date Received

## FORM B PROFESSIONAL CERTIFICATION

This form must be fully and accurately completed. All required information must be typed or legibly printed in the spaces provided. If additional space is necessary, identify each attached sheet as Form B, reference the item number and identify the date prepared. The "date prepared/revised" on any attached sheets needs to match the "date prepared/revised" on this page.

General References: Section 271.122, 287.122

### SECTION A. SITE IDENTIFIER

Applicant/permittee: Lancaster County Solid Waste Management Authority

Site Name: Frey Farm Landfill

Facility ID (as issued by DEP): 477357 (BWM Permit No, 101389)

### SECTION B. REGISTERED PROFESSIONAL ENGINEER

I, Daniel N. Fellon, P.E.

(Engineer's Name – Print or Type)

being a Registered Professional Engineer in accordance with the Pennsylvania Professional Engineer's Registration Law, do hereby certify to the best of my knowledge, information, and belief that the information contained in the accompanying application, plans, specifications, and reports has been prepared in accordance with accepted practice of engineering, are true and correct, and are in accordance with the Rules and Regulations of the Department of Environmental Protection. I also certify that those individuals indicated in the following paragraphs prepared this application under my supervision. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Signature  Date 4/3/2020

License Number PE078678 Expiration Date 09/30/2021

Address ARM Group LLC  
1129 West Governor Road; PO Box 797  
Hershey, PA 17033-0797

Telephone No. ( 717 ) 533-8600







Date Prepared/Revised March 10, 2020
<b>DEP USE ONLY</b>
Date Received

## FORM B1 APPLICATION FORM CERTIFICATION

This form must be fully and accurately completed. All required information must be typed or legibly printed in the spaces provided. If additional space is necessary, identify each attached sheet as Form B1, reference the item number and identify the date prepared. The "date prepared/revised" on any attached sheets needs to match the "date prepared/revised" on this page.

### SECTION A. SITE IDENTIFIER

Applicant/permittee: Lancaster County Solid Waste Management Authority

Site Name: Frey Farm Landfill

Facility ID (as issued by DEP): 477357 (BWM Permit No. 101389)

### SECTION B. CERTIFICATION

**Professional Engineer**

I, Daniel N. Fellon, P.E.

*(Engineer's Name -Print or Type)*

being a Registered Professional Engineer in accordance with the Pennsylvania Professional Engineer's Registration Law, do hereby certify that the forms used in the accompanying application have been reproduced under my supervision and have the same exact content and the same format as the forms prepared by the Department. I am aware that there are significant penalties for altering the content of the Department's forms, including the possibility of fines and imprisonment.

Signature 

Date 4/3/2020

License Number PE078678

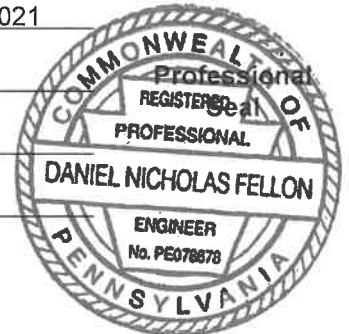
Expiration Date 09/30/2021

Address ARM Group LLC

1129 West Governor Road, PO Box 797

Hershey, PA 17033-0797

Telephone No. ( 717 ) 533-8600







# FORM HW-C COMPLIANCE HISTORY

Fully and accurately provide the following information, as specified. Attach additional sheets as necessary.

Type of Form HW-C Submittal (check all that apply):

Original Filing                       Amended Filing                      Date of Last Filing 06/25/2019

Type of Permit or License Submittal:

New Application                       Renewal                       Annual Update                       Other \_\_\_\_\_  
(specify)

**A. General Applicant Information:**

1. NAME OF PERMIT OR LICENSE APPLICANT/PERMITTEE/LICENSEE ("applicant")  
(non-corporations attach documentation of legal name):

Lancaster County Solid Waste Management Authority

ADDRESS: 1299 Harrisburg Pike

P.O. Box 4425

Lancaster, PA 17604-4425

TELEPHONE NUMBER: (717) 397-9968

TAXPAYER ID#: 23-6006036

PERMIT, LICENSE OR APPLICATION ID#: 101389

2. Identify the form of management under which the applicant conducts its business (check appropriate box) and describe the type(s) of business activities performed:

- |   |  |
|---|--|
| <input type="checkbox"/> Individual                     | <input type="checkbox"/> Fictitious Name                           |
| <input type="checkbox"/> Municipality                   | <input type="checkbox"/> Partnership                               |
| <input type="checkbox"/> Proprietorship                 | <input type="checkbox"/> Limited Partnership                       |
| <input type="checkbox"/> Public Corporation             | <input type="checkbox"/> Government Agency                         |
| <input type="checkbox"/> Private Corporation            | <input type="checkbox"/> Joint Venture                             |
| <input type="checkbox"/> Syndicate                      | <input type="checkbox"/> Association                               |
| <input checked="" type="checkbox"/> Municipal Authority | <input type="checkbox"/> Other Type of Business _____<br>(specify) |

3. Type of permit, license or application (check all that apply):

- Hazardous Waste Permit
- Hazardous Waste Transporter License
- Municipal Waste Permit
- Regulated Medical, Chemotherapeutic Waste Transporter License
- Residual Waste Permit
- Other \_\_\_\_\_  
(specify)

**FORM HW-C****B. General Information Regarding "Related Parties"**

1. **Applicants which are a corporation or a division of a corporation**, provide the following information:
  - a. The principal shareholders or stockholders who own, hold, or control stock of five percent (5%) or more of a publicly held corporation or ten percent (10%) or more of a privately held corporation.
  - b. State the names, principal places of business and taxpayer ID numbers of all domestic and foreign parent corporations (including ultimate parent corporations), and all domestic and foreign subsidiary corporations of the applicant, as well as the subsidiary corporations of the ultimate parent corporation. Include unincorporated divisions and private corporations. A diagram of corporate structure may be provided to illustrate corporate relationships.
  - c. List all principals of the corporation that have also been principals of other corporations which have committed any violation of the Environmental Protection Acts. (See Instructions, Items 2 and 6.)
2. Provide the names and addresses of all principals, corporate officers, general and limited partners, directors, other persons performing a function similar to a director, and other persons or related parties of the applicant (see Instructions, Items 4 and 5). The relationship to the applicant must be clearly described.
3. Provide the names and addresses, or IRS tax identification numbers<sup>1</sup> and affiliation of other persons or related parties having or exercising control over any aspect of the proposed facility or activity that is regulated by the Department, including but not limited to, associates, agents, contractors, subcontractors, and property owners.
4. Provide the names and addresses of all owners of record of surface and subsurface areas within and contiguous to the proposed permit area. (Not applicable to transporter license applicants.)
5. Provide the names and addresses of all holders of record to a leasehold interest of surface and subsurface areas within and contiguous to the proposed permit area.
6. If the applicant, or other related party to the applicant, has a beneficial interest in, or otherwise manages or controls any other person, municipality or other related party (as described in Sections A and B) engaged in the business of solid waste collection, transportation, storage, processing, treatment, or disposal, provide the following information:
  - a. The name, address and tax identification number or employer identification number of the corporation, other person, municipality, or other entity, in which the applicant or other related party has a beneficial interest, manages, or controls as described above.  
  
NOT APPLICABLE
  - b. The nature of the relationship or participation with the corporation, other person, municipality, or other related party.  
  
NOT APPLICABLE

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<sup>1</sup> Failure to provide all applicable numbers may delay processing of the application.

## FORM HW-C

### C. Specific information Regarding the Applicant and Its Related Parties

1. List the name and location of all of the **applicant's** and **related party's places of business and terminals** where municipal, residual and/or hazardous waste activities are conducted. Such activities include, but are not limited to generation, processing, collection, transportation and storage, treatment or disposal of solid waste, except that locations that generate only municipal waste need not be listed.
  - a. Frey Farm Landfill, 3049 River Road, Conestoga, PA 17516
  - b. Frey Farm Landfill Treatment Plant, 3049 River Road, Conestoga, PA 17516
  - c. Inactive Creswell Landfill, 3049 River Road, Conestoga, PA 17516
  - d. Lancaster County Resource Recovery Facility, 1911 River Road, Bainbridge, PA 17502
  - e. LCSWMA Transfer Station, 1299 Harrisburg Pike, Lancaster, PA 17604
  - f. Household Hazardous Waste Facility, 1299 Harrisburg Pike, Lancaster, PA 17604
  - g. Susquehanna Resource Management Complex, 1670 South 19th Street, Harrisburg, PA 17104
  - h. Susquehanna Resource Management Complex Ash Landfill, 1670 South 19th Street, Harrisburg, PA 17104
2. List all **permits or licenses issued** by the Department or any other state or federal agency under the Environmental Protection Acts to the applicant or any other persons or related parties identified in Sections A or B, that are currently in effect or have been in effect at any time in the ten years previous to the date on which this form is notarized. This list is to include the type of permit or license, permit or license number, location, address, issuance date and expiration date.

See Attachment "C"

3. List all **permit or license denials** issued by the Department or any other state or federal agency under the Environmental Protection Acts to the applicant or any other person or related party identified in Section A or B, within ten years previous to the date on which this form is notarized. Include the type of permit or license, permit or license number, location, denial date and reason for denial.

NONE

4. List all persons or related parties identified in Sections A or B which have filed for or been discharged from **bankruptcy** within 10 years previous to the date on which this form is notarized. Specify the circumstances of bankruptcy including those for which the debtor sought to abandon property or to be discharged from any environmental liability subject to the Environmental Protection Acts. Include the name of the bankruptcy court, docket number and description and location of any property involved.

NONE

## FORM HW-C

**D. Compliance Background:**

*(Note: Copies of specific documents must be made available to the Department upon its request)*

**Compliance History:**

List all "**Enforcement Actions**" issued by the Department or any other state or federal or county agency to the applicant or those persons or related parties identified anywhere in response to Sections A, B or C using the following format grouped by state and location in chronological order.

Date	Location	Permit/ License/ EPA ID #	Issuing Agency	Type of Action	Nature of Violation	Disposition	Dollar Amount of Penalty
------	----------	---------------------------------	-------------------	----------------------	------------------------	-------------	--------------------------------

Enforcement actions include but are not limited to:

All **notices of violation (NOVs)**, issued by any regulatory agency to the applicant or those persons or related parties identified anywhere in Sections A, B or C concerning the Environmental Protection Acts, or any other environmental statute, regulation or ordinance.

All **administrative orders, civil penalties, permit or license suspensions/revocations, bond forfeiture actions, and civil penalty** actions adjudicated by any judicial body against the applicant or those persons or related parties identified anywhere in Sections A, B or C concerning the Environmental Protection Acts, or a regulation or order or a condition of a permit or license.

All **consent orders, consent adjudications, consent decrees or monetary settlements (settlement agreements, letter agreements, settlement letters or consent assessments)** between the applicant or those persons or related parties identified anywhere in Sections A, B or C and any state, federal or county agency regarding the Environmental Protection Acts, or any other environmental statute, regulations or ordinance.

All **court proceedings** in which those persons or related parties identified anywhere in Sections A, B or C have been involved in relation to the Environmental Protection Acts.

All **summary, misdemeanor, or felony convictions, or pleas of guilty or no contest** that have been obtained against the applicant or those persons or related parties identified anywhere in Sections A, B or C, pursuant to the Environmental Protection Acts, or for any acts involving the generation, storage, treatment, transportation, processing, or disposal of municipal, residual or hazardous waste.

For all persons and municipalities identified in Section A, B or C, indicate all violations committed and any subsequent enforcement actions taken regarding the facility or activity not previously listed in this section, concerning the Environmental Protection Acts.

State the reasons for suspension, revocation, or denial of any permit/permit application or license/license application filed by the applicant or any related party concerning the Environmental Protection Acts. Provide the date, location and nature of the violations, type of action, issuing agency, dollar amount of any monetary penalty associated with the action and permit, license, EPA ID# or other identifying number if applicable.



# FORM HW-C

I hereby certify that I have the authority to respond to the above questions on behalf of the applicant, and that the information provided herein is true and correct to the best of my knowledge, information and belief.

*Robert B. Zorbaugh*  
(Signature)

Name: Robert B. Zorbaugh  
(Print or Type Name)

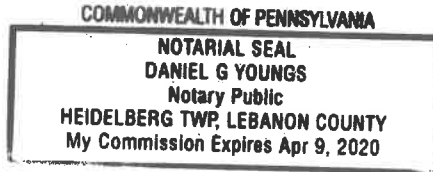
Title: Chief Executive Officer  
(Print or Type Title)

Sworn to and subscribed before me this

Third day of April,

2020.

*Daniel G. Youngs*  
Notary Public



*Daniel A. Brown*  
(Signature)

Name: Daniel A. Brown  
(Print or Type Name)

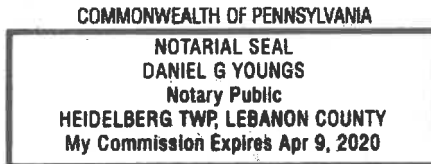
Title: Environmental Compliance Manager  
(Print or Type Title)

Sworn to and subscribed before me this

Third day of April,

2020.

*Daniel G. Youngs*  
Notary Public



\_\_\_\_\_  
Attach copy  
of Articles of Incorporation

(For Corporations, see the Instructions, Item 9, regarding signatures and submission of Articles of Incorporation.)



LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY JANUARY 2020		
BOARD OF DIRECTORS	ADDRESS	PHONE/FAX
Joseph R. Deerin Chair– Term Exp. 12/31/24 Year Appointed: 2012 Email: <a href="mailto:jrdeerin@deerincompanies.com">jrdeerin@deerincompanies.com</a>	1414 Valley Road Lancaster, PA 17603	Work: 717-735-5545 Cell: 717-314-2260 Home: 717-392-8237
Michael W. Brubaker (Spouse: Cindy) Vice-Chair – Term Exp. <i>Pending Re-Appointment Confirmation</i> Year Appointed: 2015 Email: <a href="mailto:mwbrubaker@gmail.com">mwbrubaker@gmail.com</a>	29 Ridge Road Lititz, PA 17543	Work/Cell: 717-945-9139
Karen M. Weibel (Spouse: Robert) Secretary – Term Exp. 12/31/23 Year Appointed: 2009 Email: <a href="mailto:kweibel@ptd.net">kweibel@ptd.net</a>	202 North Cedar Street P.O. Box 112 Lititz, PA 17543	Home: 717-626-5028 Cell: 717-314-4628 Fax: 717-626-9142
R. Edward Gordon (Spouse: Jean) Treasurer – Term Exp. 12/31/23 Year Appointed: 2003 Email: <a href="mailto:rgordon@wohlsen.com">rgordon@wohlsen.com</a>	548 Steel Way P.O. Box 7066 Lancaster, PA 17604-7066	Work: 717-205-4629 Home: 717-871-9720 Cell: 717-940-8395
George Rettew (Spouse: Jackie) Member – Term Exp. 12/31/21 Year Appointed: 2017 Email: <a href="mailto:grettew68@comcast.net">grettew68@comcast.net</a>	1078 Olde Forge Crossing Lancaster, PA 17601	Cell: 717-940-6252
Lester O. Houck (Spouse: Faye) Member – Term Exp. 12/31/21 Year Appointed: 2001 Email: <a href="mailto:lohouck@comcast.net">lohouck@comcast.net</a>	361 Diem Woods Drive New Holland, PA 17557	Work: 717-768-8059 Home: 717-354-9793 Cell: 717-413-6267
John K. Musser (Spouse: Chris) Member– Term Expires 12/31/20 Year Appointed: 1995 Email: <a href="mailto:jkmusser@live.com">jkmusser@live.com</a>	1605 Lancaster Avenue (UPS only) P.O. Box 390 Columbia, PA 17512-0390	Work: 717-684-2243 Home: 717-684-7488 Cell: 717-314-6961 Fax: 717-684-3513
J. Scott Ulrich (Spouse: Louise) Member - Term Exp. 12/31/22 Year Appointed: 2011 Email: <a href="mailto:jscottulrich@gmail.com">jscottulrich@gmail.com</a>	1410 Picket Drive Lancaster, PA 17601	Cell: 717-575-6598
Steve Dzurik (Spouse: Kristin) Member – Term Exp. 12/31/21 Year Appointed: 2012 Email: <a href="mailto:steve_dzurik@ajg.com">steve_dzurik@ajg.com</a>	484 Lancer Drive Columbia, PA 17512	Home: 717-285-3863 Work: (443)798-7476 Cell: 717-682-8227 Fax: (443) 798-7290

Executive Team information printed on reverse side.

<b>LCSWMA Executive Team</b>	<b>1299 Harrisburg Pike - P.O. Box 4425 Lancaster, PA 17604-4425</b>	<b>Phone: 717-397-9968 Fax: 717-397-9973</b>
Robert B. Zorbaugh (Spouse: Stacy) Chief Executive Officer Email: <a href="mailto:borbaugh@lcswma.org">borbaugh@lcswma.org</a>	1832 Fritz Lane Lancaster, PA 17602	Office: 717-735-0162 Cells: 717-666-8014 717-669-2526
Thomas F. Adams (Spouse: Brittainy) Chief Operating Officer Email: <a href="mailto:tadams@lcswma.org">tadams@lcswma.org</a>	1981 New Danville Pike Lancaster, PA 17603	Office: 717-735-0180 Cell: 717-327-9951
Daniel G. Youngs (Spouse: Crystal) Chief Financial Officer Email: <a href="mailto:dyoungs@lcswma.org">dyoungs@lcswma.org</a>	826 S. 14 <sup>th</sup> Avenue Lebanon, PA 17042	Office: 717-735-0164 Cell: 717-644-5099
Kathryn Sandoe (Spouse: Shawn) Chief Commercial Officer Email: <a href="mailto:ksandoe@lcswma.org">ksandoe@lcswma.org</a>	1441 Limestone Ridge Landisville, PA 17538	Office: 717-735-0188 Cell: 717-333-1558
Leslie Wireback (Spouse: Bob) Chief Human Resources Officer Email: <a href="mailto:lwireback@lcswma.org">lwireback@lcswma.org</a>	669 Shultz Road Washington Boro, PA 17582	Office: 717-735-0172 Cell: 717-808-3140
Michelle Marsh Chief Business Development Officer Email: <a href="mailto:mmarsh@lcswma.org">mmarsh@lcswma.org</a>	157 W. Market Street Marietta, PA 17547	Office: 717-735-0178 Cell: 717-572-3188
Alex Henderson (Spouse: Molly) General Counsel Email: <a href="mailto:ahenderson@lcswma.org">ahenderson@lcswma.org</a>	2051 Rice Road Lancaster, PA 17603	Office: 717-735-0175 Cell: 717-475-9177

**ATTACHMENT "D" Reference FORM HW-C Item D.**

DATE	LOCATION	PERMIT/ LICENSE/ EPA ID#	ISSUING AGENCY	TYPE OF ACTION	NATURE OF VIOLATION	DISPOSITION	DOLLAR AMOUNT OF PENALTY
5/6/09	Resource Recovery Facility	400592	PaDEP/BWM	NOV	Ash residue on roadway	Corrected/Abated	N/A
5/19/09	Resource Recovery Facility	400592	PaDEP/BAQC	CACP	Emission Limits Violations; 1st Qtr 2009	Comply/Closed	\$6,600
11/10/09	Transfer Station	100009	Comm. of PA	Non-traffic citation	Non-traffic citation, waste vehicle had a discharged fire extinguisher	Civil Penalty Paid	\$159.50
11/10/09	Transfer Station	100009	PaDEP/BWM	NOV	285.213(a)(1)(i); waste vehicle had a discharged fire extinguisher	Corrected/Abated	N/A
5/19/09	Resource Recovery Facility	400592	PaDEP/BAQC	CACP	Emission Limits Violations; 1st Qtr 2009	Comply/Closed	\$6,600
12/28/09	Resource Recovery Facility	400592	PaDEP/BAQC	CACP	Emission Limits Violations; 3rd Qtr 2009	Comply/Closed	\$1,200
1/1/10	Resource Recovery Facility	400592	PaDEP/BAQC	CACP	Emission Limits Violations; 1st Qtr 2010	Comply/Closed	\$2,483
7/13/10	Resource Recovery Facility	400592	PaDEP	ADMIN	Close Out	Comply/Closed	\$2,483
7/14/11	Transfer Station	100009	PaDEP/BWM	NOV	Failure to disclose prior violations	Comply/Closed	N/A
9/28/11	Transfer Station	100009	Comm. of PA	Non-traffic citation	Brake Line Chafing	Comply/Closed	\$691
9/28/11	Transfer Station	100009	Comm. of PA	Non-traffic citation	Brake Hose Chafing	Comply/Closed	\$650
4/20/12	Resource Recovery Facility	400592	PaDEP/BAQC	CACP	Emission Limits Violations; 2nd Qtr 2010	Comply/Closed	\$400
1/6/2012	Transfer Station	100009	Comm. of PA	Non-traffic citation	Non-traffic citation, Axle was grease soaked thus reducing brake efficiency	Civil Penalty Paid	\$142.00
5/10/12	Transfer Station	100009	Comm. of PA	Non-traffic citation	Non-traffic citation, Brake alignment	Civil Penalty Paid	\$392.00

### ATTACHMENT "D" Reference FORM HW-C Item D.

DATE	LOCATION	PERMIT/ LICENSE/ EPA ID#	ISSUING AGENCY	TYPE OF ACTION	NATURE OF VIOLATION	DISPOSITION	DOLLAR AMOUNT OF PENALTY
6/1/12	Resource Recovery Facility	400592	PaDEP/ BWSM	NOV	Public Water Supply Permit, Total Coliform Exceedence	Corrected/Abated	N/A
7/13/12	Transfer Station	100009	PaDEP/BWM	NOV	Failure to disclose prior violations	Comply/Closed	N/A
2/20/14	Susquehanna Resource Management Complex	100758	PaDEP/BWM	Non-Compliance	Surface water discharge	Comply/Closed	N/A
2/20/14	Susquehanna Resource Management Complex	100758	PaDEP/BWM	Non-Compliance	Ash handling violation	Comply/Closed	N/A
3/18/14	Susquehanna Resource Management Complex Ash Landfill	100992	PaDEP/BWM	NOV	Leachate overflow	Comply/Closed	N/A
5/4/14	Susquehanna Resource Management Complex Ash Landfill	100992	PaDEP/BWM	NOV	Leachate overflow	Comply/Closed	N/A
01/28/16	Susquehanna Resource Management Complex	100758	PaDEP/BAQC	CACP	Emission Limits Violations: 1 <sup>st</sup> Qtr 2014 – 1 <sup>st</sup> Qtr 2015	Civil Penalty Paid	\$5,400
12/30/19	Susquehanna Resource Management Complex	100758	PA DEP / BAQC	TBD	Emission Limits Violations: 2 <sup>nd</sup> Qtr 2015 – 1 <sup>st</sup> Qtr 2017	Civil Penalty Paid	\$42,129.65
04/05/18	Resource Recovery Facility	400592	PA DEP / BAQC	CACP	3 <sup>rd</sup> Qtr 2010 – 1 <sup>st</sup> Qtr 2017 Emission Exceedences	Civil Penalty Paid	\$42,196.23
TBD	Resource Recovery Facility	400592	PA DEP / BAQC	TBD	2 <sup>nd</sup> Qtr 2017 – 1 <sup>st</sup> Qtr 2019 Emission Exceedences	TBD	TBD
TBD	Susquehanna Resource Management Complex	100758	PA DEP / BAQC	TBD	2 <sup>nd</sup> Qtr 2017 – 2 <sup>nd</sup> Qtr 2019 Emission Exceedences	TBD	TBD
05/01/19	Creswell Landfill	PA0043486	PA DEP/ BCW	NOV	Discharge Limits Exceeded	Comply/Closed	N/A
01/13/2020	Frey Farm Landfill	377	LASA	NOV	Discharge Limit Exceeded	Comply/Closed	N/A



Date Prepared/Revised  
03/16/2020

DEP USE ONLY

Date Received

## FORM E CONTRACTUAL CONSENT OF LANDOWNER

This form must be fully and accurately completed. All required information must be typed or legibly printed in the spaces provided. If additional space is necessary, identify each attached sheet as Form E, reference the item number and identify the date prepared. The "date prepared/revised" on any attached sheets needs to match the "date prepared/revised" on this page.

Check Type(s) of Facility/Activity

- Hazardous
- Municipal
- Residual

General References: 25 Pa. Code, Section 271.123, 287.123.

**Instructions:** This form should be completed by **each** owner owning a parcel of land within the permit area. The parcel relative to **this** form and the outline of the entire proposed permit area should be identified on the map, to be attached.

### SECTION A. SITE IDENTIFIER

Applicant/permittee: Lancaster County Solid Waste Management Authority (LCSWMA)

Site Name: Frey Farm Landfill

Facility ID (as issued by DEP): 101389

### SECTION B. SECOND PARTY APPLICATIONS

Complete this part if person/municipality operates the facility on the land which is owned by someone else.

(I)(We), the undersigned, being the landowner(s) of \_\_\_\_\_ acres of land located in \_\_\_\_\_ County, \_\_\_\_\_  
(Name and Type of Municipality) (Name of County)

Pennsylvania, as described in the deed(s) recorded in the Record of Deeds Office at Deed Book(s) and page(s) \_\_\_\_\_, and shown by crosshatched lines on the map is signed in the  
(Deed Book and Page)

original by the landowner upon which \_\_\_\_\_,  
(Solid Waste Management Facility Applicant)

hereinafter ("waste management facility applicant"), proposes to engage in waste storage treatment, processing, disposal, or associated pollution abatement or pollution prevention activities, (hereinafter "waste management activities"), for which application for permit will be made to the Department of Environmental Protection (hereinafter "The Department") under The Pennsylvania Solid Waste Management Act, Act 97 of July 7, 1980 (P.L. 380, 34 P.S., §6018 *et seq.*, hereinafter "the Act), and of which application this consent will be made a part, DO HEREBY ACKNOWLEDGE THAT THE SOLID WASTE MANAGEMENT FACILITY APPLICANT AND HIS/HER AGENTS AND REPRESENTATIVES HAVE THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING WASTE MANAGEMENT ACTIVITIES. The right the landowner grants herein \_\_\_\_\_ the subject of pending civil litigation.

(is/is not)

Furthermore, (I)(We), the undersigned, do here by irrevocably grant to the Commonwealth of Pennsylvania or any of its authorized agents, or employees, and grant to solid waste management facility applicant the right to enter upon the aforesaid land before the initiation of the solid waste management activities or operations, for the duration of the solid waste management activities or operations, and for a period of up to ten (10) years after final closure certification, for the purposes of inspection, monitoring, and maintenance and for the purpose of conducting such pollution abatement or pollution prevention activities required by the Act, or deemed necessary by the Department to carry out any purpose of the Act, the regulations promulgated thereunder and the terms of the permit as the Department deems necessary. (I)(We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us)(me) in order to have access to the land described herein. It is specifically agreed and understood that this Contractual Consent gives the Commonwealth the right to enter, inspect the premises, and abate or prevent pollution as a matter within the police power but does not obligate the Commonwealth to do so, does not constitute any ownership interest by the Commonwealth in the aforesaid land, and does not affect or limit any rights available to the Commonwealth under applicable law.

THE LANDOWNER \_\_\_\_\_ TO ALLOW THE ABOVE-NAMED SOLID WASTE MANAGEMENT APPLICANT  
(Agrees or Does Not Agree)

TO TRANSFER OR ASSIGN, BY WRITTEN AGREEMENT, THIS CONTRACTUAL CONSENT TO ANOTHER SOLID WASTE MANAGEMENT FACILITY APPLICANT.

**SECTION B. SECOND PARTY APPLICATIONS (continued)**

This Consent shall terminate and become null and void if the solid waste management facility applicant does not apply to the Department of Environmental Protection for a permit to conduct solid waste management activities on the aforesaid land within \_\_\_\_\_ year(s) from the date of this Consent.  
(Number of years)

Nothing in this Consent shall preclude or limit the landowner's authority to terminate the right or privilege of the solid waste management facility applicant to conduct waste management activities on the aforesaid land. In the event of said termination, the landowner shall allow the solid waste management facility applicant ample time to bring to closure all waste management activities. When necessary, the landowner shall allow the solid waste management facility applicant access to the land to carry out pollution prevention or pollution abatement activities as required by the Act or deemed necessary by the Department to carry out any purpose of the Act.

This Contractual Consent shall be deemed to be a recordable document. Prior to the initiation of solid waste management facility operations under the permit, this Consent shall be recorded by \_\_\_\_\_  
(Solid Waste Management Facility Applicant)

and entered into the deed book (d.b.v.) index at the office of the recorder of deeds in the county(ies) in which the solid waste management facility is to be located.

**SECTION C. SINGLE PARTY APPLICATIONS**

Complete this part if person/municipality operates the facility on his/her/its own land:

(I)(We), the undersigned, being the landowner(s) of 620.1 acres of land located in

Manor Township, Lancaster  
(Name and Type of Municipality) (Name of County)

Pennsylvania, as described in the deed(s) recorded in the Record of Deeds Office at Deed Book(s) and page(s) H-700231; O-79-593; 3039592; 3242542; 68770313; 70550410; 70810493; 5002959; 5081760; 5081761; 5081762; 5081763; 5081764; 5081765; 5081766; 5106370; 5193361; 5456400; 5559625; 6087537,  
(Deed Book and Page)

and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which waste storage, treatment, processing, beneficial use, disposal, or associate pollution abatement or pollution prevention activities, (hereinafter "waste management activities"), will be engaged in under the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, 34 P.S., §6018 *et seq.*, hereinafter "the Act"), and of which application this consent will be made a part, hereby irrevocably grant to the Commonwealth of Pennsylvania or any of its authorized agents or employees, the right to enter upon the aforesaid land. The right of entry applies before the initiation of the solid waste management activities or operations, for the duration of the solid waste management activities or operations at the facility, and for a period of up to 10 years after final closure certification, for the purpose of inspection, monitoring and maintenance and for the purpose of conducting such pollution abatement or pollution prevention activities required by the Act, or deemed necessary by the Department to carry out any purpose of the act, the regulations promulgated thereunder and the terms of the permit as the Department deems necessary.

(I)(We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us)(me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect the premises, and abate or prevent pollution as a matter within the police power but does not obligate the Commonwealth to do so, does not constitute any ownership interest by the Commonwealth in the aforesaid land, and does not affect or limit any rights available to the Commonwealth under applicable law.

This Consent shall terminate and become null and void if the solid waste management facility applicant does not apply to the Department of Environmental Protection for a permit to conduct solid waste management activities on the aforesaid land within \_\_\_\_\_ year(s) from the date of this Consent.  
(Number of years)

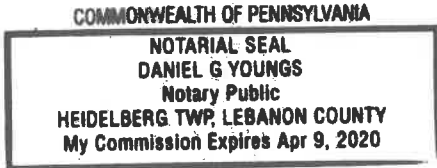
This Contractual Consent shall be deemed to be a recordable document. Prior to the initiation of solid waste management facility operations under the permit, this Consent shall be recorded by Lancaster County Solid Waste Management Authority  
(Landowner)

and entered into the deed book (d.b.v.) index at the office of the recorder of deeds in the county(ies) in which the solid waste management facility is to be located.



**SECTION D. CERTIFICATION**

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, legal representatives, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this Certification, day three of April, 2020.



If the Landowner is an individual:

[Handwritten Signature]  
(Signature of Landowner)

Lancaster County Solid Waste Management Authority  
(Printed or Typed Name of Landowner)

ATTEST:

[Handwritten Signature: Daniel A. Brown]  
(Signature of Witness)

[Handwritten Signature: Daniel G. Youngs]  
(Signature of Witness)

Daniel A. Brown  
(Printed or Typed Name of Witness)

Daniel G. Youngs  
(Printed or Typed Name of Witness)

If the Landowner is a Corporation, Company, Limited Liability Company (LLC) or Partnership:

ATTEST:

\_\_\_\_\_  
(Signature of President, Vice President, Manager or Partner)

\_\_\_\_\_  
(Signature of Secretary, Treasurer, Member or Partner)

\_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Affix Corporate Seal:

SECTION E.

ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

STATE OF PENNSYLVANIA :
: SS
COUNTY OF LANCASTER :

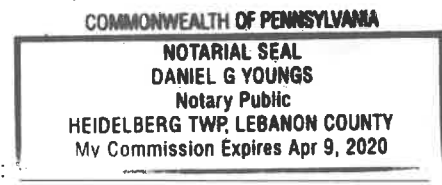
On April 3, 2020, before me, the undersigned Notary, personally appeared
(Date)

Robert B. Zorbaugh, known to me (or satisfactorily proven) to be the
(Name(s))

person whose name is subscribed to this instrument, and who acknowledged that He executed the same and
(He, She or They)
desires it to be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SEAL) [Signature] My Commission Expires:
(Notary Public) (Date)



ACKNOWLEDGEMENT OF CORPORATIONS, COMPANIES, OR LLCs

STATE OF :
: SS
COUNTY OF :

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared
(Date)

\_\_\_\_\_, who acknowledged (herself) (himself) to be the
(Name(s))

\_\_\_\_\_ of \_\_\_\_\_,
(Title of Person) (Name of Corporation, Company, or LLC)

and that s(he), as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation, company, or LLC and desires that this instrument be recorded.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

(SEAL) \_\_\_\_\_ My Commission Expires: \_\_\_\_\_
Notary Public (Date)

This instrument has been recorded in \_\_\_\_\_ County, Pennsylvania, this \_\_\_\_\_ day \_\_\_\_\_, at Book \_\_\_\_\_, Page(s) \_\_\_\_\_.

\_\_\_\_\_, \_\_\_\_\_
(Signed + Print Name) (Sealed)

## **Attachment 2**

### **Form 46 with Attachment**





Date Prepared

March 10, 2020

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WASTE MANAGEMENT

I.D. Number

Client ID 4660

Site ID 450744

Facility ID 477357

**FORM 46**  
**RELATIONSHIP BETWEEN MUNICIPAL**  
**WASTE**  
**MANAGEMENT PLANS AND PERMITS**

**General References: 271.201, 273.1 39, 283.1 1 2, Section 507 of Act 101**

Instructions: Attach required information 8 1/2 x 11 inch sheets. Complete all items for municipal waste landfills and resource recovery facilities.

Provide a written narrative that describes the following:

1. To what extent do the county plan implementing documents submitted by the host county designate the facility to receive a specified volume of waste?
2. To what extent do other plan implementing documents designate the facility to receive a specified volume of waste?
3. If the facility is not provided for in the host county plan;
  - a. Does the proposed facility interfere with the implementation of the approved plan? Explain.
  - b. Does the proposed facility interfere with municipal waste collection, storage, transportation, processing, or disposal in the host county? Explain.
  - c. Does the environmental assessment, as described in 25 Pa. Code §271.127, demonstrate that the proposed location of the facility is at least as suitable as alternative locations?

In addition, the applicant must provide evidence that the governing body of the proposed host county has received written notice of the proposed facility from the applicant according to Section 504 of the Solid Waste Management Act.



## ATTACHMENT 46-1

### FORM 46 NARRATIVE DISCUSSION

#### 1.0 INTRODUCTION

The purpose of this attachment is to provide a narrative discussion of the information required by Pennsylvania Department of Environmental Protection (PADEP) Form 46 (Relationship between Municipal Waste Management Plans and Permits) of the Solid Waste Permit Renewal application at the Frey Farm Landfill (FFLF) facility, which is owned and operated by the Lancaster County Solid Waste Management Authority (LCSWMA). Section 2 below responds to the questions posed on Form 46.

#### 2.0 NARRATIVE RESPONSES

*Response to Question 1:* The 2014 Lancaster County Municipal Waste Management Plan (LCMWMP) and its appendices (included in the permit renewal application) provide documentation that the FFLF has been designated to receive a specified volume of waste, as described below.

##### **Lancaster County Municipal Solid Waste Management Plan**

The Municipal Waste Planning, Recycling and Waste Reduction Act of the Commonwealth of Pennsylvania, Act No. 101 (Act 101) requires that each county in the state develop a comprehensive waste management plan every 10 years. In April 2014, Lancaster County developed a plan for waste management in the county for the next 20 years, or through 2034. The permitted FFLF is an integral part of the LCMWMP, as will be detailed in the following paragraphs.

The FFLF is necessary to allow LCSWMA to meet the continued waste disposal needs of Lancaster County through at least 2034, as specified in the LCMWMP. The LCMWMP was developed in 2014, and the plan describes the role of the FFLF role in waste management and disposal for Lancaster County through 2034. Specifically, the FFLF must have sufficient capacity to accept municipal solid waste (MSW) that cannot be processed at LCSWMA's Waste-to-Energy Facilities (WTEFs), processible MSW (during WTEF unit shutdowns and other periods), construction and demolition (C&D) waste, wastewater sludge, certain permitted residual wastes, and combined ash residue from the WTEFs.

Waste that cannot be recycled or processed via LCSWMA's WTEFs is currently disposed at the Frey Farm Landfill, and according to the LCMWMP, this will continue to be the case throughout the projected life of the FFLF. As such, as mentioned in the LCMWMP, the FFLF is needed to enable LCSWMA to continue meeting Lancaster County's waste disposal needs. The FFLF will continue to be the optimum disposal site for wastes



generated in the county that cannot be recycled or processed at the WTEFs. It is an integral component of LCSWMA's integrated solid waste management system and provides critical flexibility for the County's waste management system..

### **Municipal Waste Management Agreement**

As presented in Appendix A of the 2014 LCSWMP, the Municipal Waste Management Agreement between Lancaster County and LCSWMA was created in 1990 to continue delegating responsibility to LCSWMA for managing an integrated, county-wide solid waste management system (System) including the following components: a WTEF, a municipal waste landfill (formerly the Creswell Landfill and, more recently, the FFLF), transfer facilities) and a recycling program. The Municipal Waste Management Agreement references the 1986 Lancaster County Solid Waste Management Plan (LCSWMP) which established LCSWMA and designated it as "the public agency responsible for designing, financing, constructing, and operating the System." In order to implement the 1986 LCSWMP, the County and LCSWMA entered into the "LCSWMA Agreement." As part of the implementation of the LCSWMA Agreement, only those entities licensed by LCSWMA were permitted to collect municipal waste within Lancaster County. As such, LCSWMA has been "delegated all rights, duties, and obligations of the county under Act 101 for regulated municipal waste planning", and it has been charged to take any necessary actions to "design, develop, finance, construct, own, operate, and manage a comprehensive solid waste management system."

### **Municipal Solid Waste Disposal and Joint Cooperation Ordinance**

Appendix C of the attached 2014 LCSWMP contains the Municipal Solid Waste Disposal and Joint Cooperation Ordinance. This document, signed during December 1986 and January 1987, indicates that only those individuals licensed by LCSWMA may deliver wastes to the Lancaster County System or may collect/transport waste generated in Lancaster County. Furthermore, all waste collectors and transporters in Lancaster County are required to transport and dispose of waste at a facility owned and operated by LCSWMA, unless otherwise granted permission to utilize a different facility. Additionally, no individuals may develop a private municipal waste processing or disposal facility within a Lancaster County municipality without approval from the host municipality, Lancaster County, and LCSWMA. The FFLF is needed to enable LCSWMA to fulfill its duty, under the Municipal Solid Waste Disposal and Joint Cooperation Ordinance, to provide a facility for the disposal of wastes generated in Lancaster County.

### **Lancaster County Municipal Waste Management Ordinance**

The Lancaster County Municipal Waste Management Ordinance, dated May 30, 1990, is included in Appendix D of the 2014 LCSWMP. This ordinance gives LCSWMA the power to enforce rules and regulations for:





- the identification and categorization of municipal wastes subject to site designation,
- the site designation and recycling of appropriate materials,
- identification of the appropriate destination facility for municipal waste and recyclable materials; and
- the determination of any pre-disposal processing or separation required for waste materials.

### **Lancaster County Board of Commissioners Approval**

Appendix F of the LCSMWMP includes the Lancaster County Board of Commissioners (Commissioners) Resolution No. 52 of 2014, which indicates the belief of the board that the plan is appropriate and necessary for the well-being of Lancaster County residents. Additionally, the Board states that the Plan will enable Lancaster County and its municipalities to enjoy the benefits of “an effective, efficient, reliable and environmentally safe system for the transportation, processing, and disposal of solid waste.” Based on these aforementioned statements, the Board approved the 2014 LCSWMP.

Additionally, the Commissioners’ document indicates that the plan presents an approved approach for how LCSWMA will continue fulfilling its mission “to manage solid waste and recyclable materials in an environmentally safe, reliable, and efficient manner.”

### **Demonstration of Need**

Since the LCMWMP specifies that Lancaster County will continue to rely upon LCSWMA to provide waste disposal capacity for virtually all of Lancaster County’s municipal solid waste at least through 2034, the FFLF is needed to assist Lancaster County with successful implementation of its municipal waste management plan.

Furthermore, since December 2013, the Frey Farm Landfill has provided an additional need due to LCSWMA acquiring the Susquehanna Resource Management Complex (former Harrisburg Materials, Energy, Recycling, and Recovery Facility) from the former The Harrisburg Authority (THA). Ash produced at the SRMC, along with Dauphin County C&D waste delivered to the SRMC, are transferred to the FFLF.

As documented above, LCSWMA has been delegated responsibility by Lancaster County and its municipalities to manage the solid waste and recyclable materials generated in Lancaster County.

*Response to Question 2:* There are no other documents in addition to those mentioned above that designate the facility to receive a specified volume of waste.

*Response to Question 3:* Not applicable; the FFLF is provided for in the host county plan.





## **Attachment 3**

### **Notifications**



**PROOF OF PUBLICATION NOTICE IN**

Invoice No. 4208069

State of Pennsylvania}  
  } ss:  
County of Lancaster}

An Affiant of the County and State aforesaid, being duly sworn, deposes and says that the LNP, a daily newspaper of general circulation published at Lancaster, County and State aforesaid, was established 1794-1877 since which date said daily newspaper has been regularly issued in said county, and that a copy of the printed notice or publication is attached hereto exactly the same as was printed and published in the regular editions and issues of said daily newspaper on the following dates:

3<sup>RD</sup>, 10<sup>TH</sup> AND 17<sup>TH</sup> DAY OF MARCH 2020

Affiant further deposes that he/she is the Clerk duly authorized by the LNP Media Group, Inc., a corporation, publisher of said LNP, a newspaper of general circulation, to verify the foregoing statement under oath, and also declares that affiant is not interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as to time, place and character of publication are true.

**PUBLIC NOTICE OF PERMIT RENEWAL; FREY FARM LANDFILL**

On or about April 1, 2020, the Lancaster County Solid Waste Management Authority (LCSWMA) will be submitting an application to the Pennsylvania Department of Environmental Protection (DEP) regarding the renewal of DEP Solid Waste Permit #101389 for the Frey Farm Landfill (FFLF) located in Manor Township, Lancaster County PA. The FFLF is a municipal solid waste landfill at 3049 River Road, Conestoga, Pennsylvania. The DEP approved solid waste permit modification dated July 26, 2017, provides adequate capacity to fulfill the entirety of DEP's permit renewal duration of ten (10) years. DEP requirements for permit renewals include LCSWMA's publication of this notice as to when such an application will be made, as well as notifications to all adjoining landowners, the host municipality, and the host county. Copies of the application will be available to the public at LCSWMA's office (1299 Harrisburg Pike, Lancaster, PA 17604-4425)

and at DEP's Regional Office (909 Elmerton Avenue, Harrisburg, PA 17110-8200). Copies will also be provided to the Manor Township Municipal Offices and the Lancaster County Planning Commission at which time they may submit comments directly to DEP within sixty (60) days of their receipt of the application. The comments may recommend conditions upon, revisions to and approval or disapproval of the permit with specific reasons described in their comments. DEP will also consider comments on the application from the public during the review period. Public comments must be in writing and addressed to Mr. John Oren, Program Manager at the above referenced DEP address with the indication "LCSWMA Frey Farm Landfill Permit Renewal" marked on the envelope. Questions or inquiries directed to LCSWMA regarding the application shall be made to Kathryn J. Sandoe, Ed.D, LCSWMA Chief Commercial Officer at (717) 397-9968 or by E-mail:legal@lcswma.org.

  
\_\_\_\_\_  
(Affiant's Signature)

**COPY OF NOTICE OF PUBLICATION**

Sworn and subscribed before me this  
17<sup>TH</sup> DAY OF MARCH 2020

  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Jeffrey J. Hollinger, Notary Public  
City of Lancaster, Lancaster County  
My Commission Expires June 10, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



**Attachment "B"**  
**Reference FORM HW-C Item B.4.**

**FREY FARM LANDFILL**  
**CONTIGUOUS LANDOWNERS**

Aaron C. Frey  
3106 River Road  
Conestoga, PA 17516

Ann M. Kirchner  
3100 River Road  
Conestoga, PA 17516

Anthony L. Wenger  
3126 River Road  
Conestoga, PA 17516

Brian J. & Susan D. Sensenich  
3076 River Road  
Conestoga, PA 17516

Elizabeth M. Beck  
3125 River Road  
Conestoga, PA 17516

Craig A. & Cynthia J. Frey  
3232 Anchor Road  
Washington Boro, PA 17582

John G. Miller  
3052 River Road  
Conestoga, PA 17516

Hans E. & Debora J. Weber  
3088 River Road  
Conestoga, PA 17516

Manor Township  
950 West Fairway Drive  
Lancaster, PA 17603





March 10, 2020

Fed-Ex – Delivery Confirmation Required

Manor Township  
J. Ryan Strohecker  
950 West Fairway Drive  
Lancaster, PA 17603

Dear J. Ryan Strohecker,

Next month, the Lancaster County Solid Waste Management Authority (LCSWMA) will apply to the Pennsylvania Department of Environmental Protection (PA DEP) for renewal of our solid waste permit #101389 to operate the Frey Farm Landfill (FFLF) located in Manor Township. Our current permit was initially approved by PA DEP on September 27, 2010 and is set to expire on May 26, 2021. The Vertical Expansion was a major modification to this permit (approved by PA DEP on July 26, 2017) and provided LCSWMA the capacity necessary to continue serving the long-term disposal needs of the community. The permit renewal LCSWMA is applying for would allow us to continue operating the site for an additional ten years.

PA DEP requires that LCSWMA notify the local municipality, county and contiguous landowners of our intent to renew this permit. Copies of the application will be available at LCSWMA's office (1299 Harrisburg Pike, Lancaster, PA 17604-4425) and at PA DEP's South Central Regional Office (909 Elmerton Avenue, Harrisburg, PA 17110-8200) following its submission. PA DEP will also distribute copies of the application to the Manor Township Municipal Offices and the Lancaster County Planning Commission. Comments on the submission may be submitted to PA DEP within sixty (60) days of their receipt of the application. Public comments must be in writing and addressed to Mr. John Oren, Program Manager at the above referenced PA DEP address.

Feel free to contact me if you have any questions or concerns at (717) 397-9968.

Sincerely,

A handwritten signature in black ink, appearing to read "R. B. Zorbaugh", is written over a light blue horizontal line.

Robert B. Zorbaugh  
Chief Executive Officer

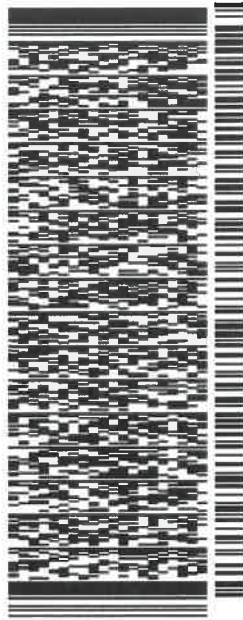
ORIGIN ID: LNSA (717) 397-9968  
ROBERT B. ZORBAUGH, CEO  
LCSMMA  
1299 HARRISBURG PIKE  
P.O. BOX 4425  
LANCASTER, PA 17604  
UNITED STATES US

SHIP DATE: 11MAR20  
ACTWGT: 1.00 LB  
CAD: 8220774/NET 4220  
BILL SENDER

TO **J. RYAN STROHECKER**  
**MANOR TOWNSHIP**  
**950 WEST FAIRVIEW DRIVE**

**LANCASTER PA 17603**  
(717) 533-9600 REF: 20010001  
DEPT:

56B.J264E0/FE4A



TRK# 7779 9245 6043  
0201

FRI - 13 MAR 4:30P  
\*\* 2DAY \*\*

**16 LNSA**  
PA-US MDT  
17603



March 17, 2020

Dear Customer,

The following is the proof-of-delivery for tracking number: 777992456043

**Delivery Information:**

Status:	Delivered	Delivered To:	Receptionist/Front Desk
Signed for by:	M.TWP	Delivery Location:	LANCASTER, PA,
Service type:	FedEx 2Day	Delivery date:	Mar 12, 2020 12:44
Special Handling:	Deliver Weekday		

**Shipping Information:**

Tracking number:	777992456043	Ship Date:	Mar 11, 2020
		Weight:	0.5 LB/0.23 KG
Recipient:	LANCASTER, PA, US,	Shipper:	Lancaster, PA, US,

March 10, 2020

Fed-Ex – Delivery Confirmation Required

Lancaster County Planning Commission  
150 North Queen Street; Suite #320  
Lancaster, PA 17603

Dear Commissioners,

Next month, the Lancaster County Solid Waste Management Authority (LCSWMA) will apply to the Pennsylvania Department of Environmental Protection (PA DEP) for renewal of our solid waste permit #101389 to operate the Frey Farm Landfill (FFLF) located in Manor Township. Our current permit was initially approved by PA DEP on September 27, 2010 and is set to expire on May 26, 2021. The Vertical Expansion was a major modification to this permit (approved by PA DEP on July 26, 2017) and provided LCSWMA the capacity necessary to continue serving the long-term disposal needs of the community. The permit renewal LCSWMA is applying for would allow us to continue operating the site for an additional ten years.

PA DEP requires that LCSWMA notify the local municipality, county and contiguous landowners of our intent to renew this permit. Copies of the application will be available at LCSWMA's office (1299 Harrisburg Pike, Lancaster, PA 17604-4425) and at PA DEP's South Central Regional Office (909 Elmerton Avenue, Harrisburg, PA 17110-8200) following its submission. PA DEP will also distribute copies of the application to the Manor Township Municipal Offices and the Lancaster County Planning Commission. Comments on the submission may be submitted to PA DEP within sixty (60) days of their receipt of the application. Public comments must be in writing and addressed to Mr. John Oren, Program Manager at the above referenced PA DEP address.

Feel free to contact me if you have any questions or concerns at (717) 397-9968.

Sincerely,



Robert B. Zorbaugh  
Chief Executive Officer

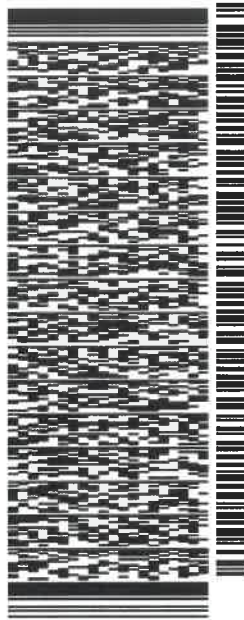
ORIGIN ID: LNSA (717) 397-9988  
ROBERT B. ZORBAUGH, CEO  
LCSW/MA  
1299 HARRISBURG PIKE  
P.O. BOX 4425  
LANCASTER, PA 17604  
UNITED STATES US

SHIP DATE: 11MAR20  
ACTWGHT: 1.00 LB  
CAD: 8220774/INET 4220  
BILL SENDER

TO COUNTY COMMISSIONERS  
LANCASTER CO. PLANNING COMMISSION  
150 N QUEEN ST STE 320

LANCASTER PA 17603  
(717) 299-8333 REF: 20010001  
INV: DEPT:  
PO:

56BJ264E0/FE4A



TRK# 7779 9250 3958  
0201

FRI - 13 MAR 4:30P  
\*\* 2DAY \*\*

16 LNSA

17603  
PA-US MDT



March 17, 2020

Dear Customer,

The following is the proof-of-delivery for tracking number: 777992503958

Delivery Information:

Status:	Delivered	Delivered To:	Receptionist/Front Desk
Signed for by:	C.HIRSH	Delivery Location:	
Service type:	FedEx 2Day		LANCASTER, PA,
Special Handling:	Deliver Weekday	Delivery date:	Mar 12, 2020 09:40

Shipping Information:

Tracking number:	777992503958	Ship Date:	Mar 11, 2020
		Weight:	0.5 LB/0.23 KG

Recipient:  
LANCASTER, PA, US,

Shipper:  
Lancaster, PA, US,

March 11, 2020

Fed-Ex – Delivery Confirmation Required

Aaron Frey  
3106 River Road  
Conestoga, PA 17516

Dear Aaron Frey,

---

*WHAT IS THE PURPOSE OF THIS LETTER?*

---

As a neighbor to the Frey Farm Landfill, we are providing you with advanced notice that LCSWMA (Lancaster County Solid Waste Management Authority) plans to apply in April to the Pennsylvania Department of Environmental Protection (PA-DEP) to renew our operating permit.

**It's important to note that this application is solely a request to renew our existing solid waste permit (#101389) and does not request any changes or modifications.**

Our current operating permit was renewed by PA-DEP on September 27, 2010 and is set to expire on May 26, 2021. LCSWMA must apply for a second renewal at least 1-year in advance, which is why we're starting now.

To prepare for this second renewal, in 2015 LCSWMA requested a major permit modification to allow for two key changes: 1) a vertical expansion to add 6.4 million cubic yards of landfill disposal capacity, and 2) an increase to our maximum daily volume and average daily volume.

PA-DEP approved this permit modification on July 26, 2017 (a copy of the approval is included with this letter). This permit modification was necessary to continue serving the long-term disposal needs of the community.

Unfortunately, PA-DEP does not renew an operating permit as part of any modification; so, LCSWMA must complete the second renewal as a separate step.

---

**WHY ARE YOU RECEIVING THIS LETTER?**

---

**The permit renewal LCSWMA will be requesting is to allow us to continue operating under our current permit for an additional ten years.**

Before we submit the renewal application, PA-DEP requires that LCSWMA provide advanced notice to the host municipality, the county, and contiguous neighbors, along with publishing a notice in the newspaper.

---

**NEXT STEPS?**

---

Once LCSWMA submits our renewal application to PA-DEP next month, copies will be available at our office (1299 Harrisburg Pike, Lancaster, PA 17604-4425) and at PA-DEP's Southcentral Regional Office (909 Elmerton Avenue, Harrisburg, PA 17110-8200). PA-DEP will also distribute copies to Manor Township and the Lancaster County Planning Commission.

Once PA-DEP receives LCSWMA's renewal application, and publishes notice in the PA Bulletin, they will receive comments from the public for sixty (60) days. Public comments must be in writing and addressed to Mr. John Oren, Program Manager at the address listed above.

---

**QUESTIONS?**

---

We recognize that the permit renewal process can be confusing. I'm happy to discuss any questions, concerns, or comments you might have regarding this project. We want our neighbors to feel comfortable reaching out to us any time—about this permit renewal or any other LCSWMA-related activity.

Should you like to discuss this further, please don't hesitate to call me at (717) 397-9968 or send me an email at [bzorbaugh@lcswma.org](mailto:bzorbaugh@lcswma.org).

Sincerely,



Robert Zorbaugh  
CEO

Enclosure

FROM: (717) 397-9988  
Robert B. Zorbaugh, CEO  
LCSWMA  
1299 Harrisburg Pike  
P.O. Box 4675  
Lancaster, PA 17604  
US

SHIP DATE: 16MAR20  
ACTWGT: 1.00 LB  
CAD: 8220774NET4220  
DIMMED: 12X9X1 IN  
BILL SENDER

TO: Aaron Frey

3106 River Road

CONESTOGA PA 17516

(717) 533-8600

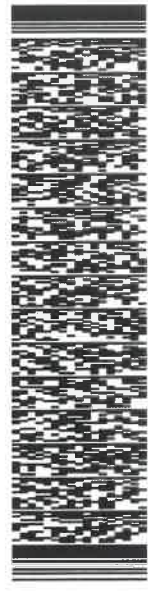
REF: 20010001

INV:

DEPT:

(US)

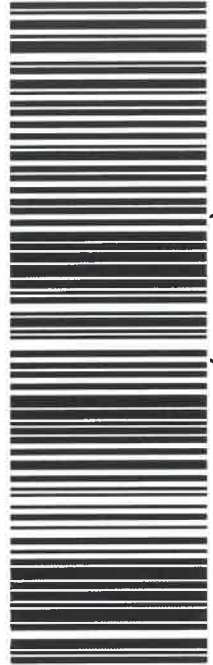
56BJ264E0/FE4A



TRK# 7700 2905 0890

17516

9622 0019 0 (000 000 0000) 0 00 7700 2905 0890



March 17, 2020

Dear Customer,

The following is the proof-of-delivery for tracking number: 770029050890

Delivery Information:			
Status:	Delivered	Delivered To:	
Signed for by:	Signature not required	Delivery Location:	Conestoga, PA,
Service type:	FedEx Ground	Delivery date:	Mar 17, 2020 14:51
Special Handling:			
Shipping Information:			
Tracking number:	770029050890	Ship Date:	Mar 16, 2020
		Weight:	1.0 LB/0.45 KG
Recipient:	CONESTOGA, PA, US,	Shipper:	Lancaster, PA, US,





March 11, 2020

Fed-Ex – Delivery Confirmation Required

Ann Kirchner  
3100 River Road  
Conestoga, PA 17516

Dear Ann Kirchner,

---

*WHAT IS THE PURPOSE OF THIS LETTER?*

---

As a neighbor to the Frey Farm Landfill, we are providing you with advanced notice that LCSWMA (Lancaster County Solid Waste Management Authority) plans to apply in April to the Pennsylvania Department of Environmental Protection (PA-DEP) to renew our operating permit.

**It's important to note that this application is solely a request to renew our existing solid waste permit (#101389) and does not request any changes or modifications.**

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To prepare for this second renewal, in 2015 LCSWMA requested a major permit modification to allow for two key changes: 1) a vertical expansion to add 6.4 million cubic yards of landfill disposal capacity, and 2) an increase to our maximum daily volume and average daily volume.

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**NEXT STEPS?**

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Once LCSWMA submits our renewal application to PA-DEP next month, copies will be available at our office (1299 Harrisburg Pike, Lancaster, PA 17604-4425) and at PA-DEP's Southcentral Regional Office (909 Elmerton Avenue, Harrisburg, PA 17110-8200). PA-DEP will also distribute copies to Manor Township and the Lancaster County Planning Commission.

Once PA-DEP receives LCSWMA's renewal application, and publishes notice in the PA Bulletin, they will receive comments from the public for sixty (60) days. Public comments must be in writing and addressed to Mr. John Oren, Program Manager at the address listed above.

---

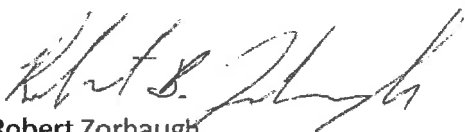
**QUESTIONS?**

---

We recognize that the permit renewal process can be confusing. I'm happy to discuss any questions, concerns, or comments you might have regarding this project. We want our neighbors to feel comfortable reaching out to us any time—about this permit renewal or any other LCSWMA-related activity.

Should you like to discuss this further, please don't hesitate to call me at (717) 397-9968 or send me an email at [bzorbaugh@lcswma.org](mailto:bzorbaugh@lcswma.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Zorbaugh".

Robert Zorbaugh  
CEO

Enclosure

FROM: (717) 397-9968  
 Robert B. Zorbaugh, CEO  
 LGSWMA  
 1299 Harrisburg Pike  
 P.O. Box 4475  
 Lancaster PA 17604  
 US

SHIP DATE: 16MAR20  
 ACTWGT: 1.00 LB  
 CAD: 8Z0774NET4Z20  
 DIMMED: 12 X 9 X 1 IN  
 BILL SENDER

TO Ann Kirchner

3100 River Road

CONESTOGA PA 17516

REF: 20010001

INV: (717) 533-8600

PO:

DEPT:

(US)

56BJ264E0/FE4A



TRK# 7700 2903 4172

17516

9622 0019 0 (000 000 0000) 0 00 7700 2903 4172



March 17, 2020

Dear Customer,

The following is the proof-of-delivery for tracking number: 770029034172

Delivery Information:			
Status:	Delivered	Delivered To:	
Signed for by:	Signature not required	Delivery Location:	Conestoga, PA,
Service type:	FedEx Ground	Delivery date:	Mar 17, 2020 14:51
Special Handling:			
Shipping Information:			
Tracking number:	770029034172	Ship Date:	Mar 16, 2020
		Weight:	1.0 LB/0.45 KG
Recipient:	CONESTOGA, PA, US,	Shipper:	Lancaster, PA, US,



March 11, 2020

Fed-Ex – Delivery Confirmation Required

Anthony Wenger  
3126 River Road  
Conestoga, PA 17516

Dear Anthony Wenger,

---

***WHAT IS THE PURPOSE OF THIS LETTER?***

---

As a neighbor to the Frey Farm Landfill, we are providing you with advanced notice that LCSWMA (Lancaster County Solid Waste Management Authority) plans to apply in April to the Pennsylvania Department of Environmental Protection (PA-DEP) to renew our operating permit.

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*QUESTIONS?*

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Sincerely,

A handwritten signature in black ink, appearing to read "Robert Zorbaugh", is written over a light blue horizontal line.

Robert Zorbaugh  
CEO

Enclosure

FROM: (717) 397-9988  
Robert B. Zorbaugh, CEO  
LCSWMA  
1299 Harrisburg Pike  
P.O. Box 4425  
Lancaster, PA 17604  
US

SHIP DATE: 16MAR20  
ACTWGT: 1.00 LB  
CAD: 822074ANET4220  
DIMMED: 12X9X1 IN  
BILL SENDER

TO Anthony Wenger

3126 River Road

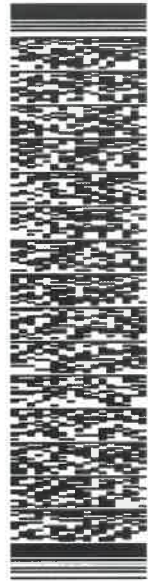
CONESTOGA PA 17516

(717) 533-8600

REF: 20010001

PO:

DEPT:



J201020011301uv

(US)

56BJ264E0FE4A

TRK# 7700 2908 1498

17516

9622 0019 0 (000 000 0000) 0 00 7700 2908 1498



March 17, 2020

Dear Customer,

The following is the proof-of-delivery for tracking number: 770029081498

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivered To:</b>	
<b>Signed for by:</b>	Signature not required	<b>Delivery Location:</b>	Conestoga, PA,
<b>Service type:</b>	FedEx Ground	<b>Delivery date:</b>	Mar 17, 2020 14:50
<b>Special Handling:</b>			

**Shipping Information:**

<b>Tracking number:</b>	770029081498	<b>Ship Date:</b>	Mar 16, 2020
		<b>Weight:</b>	1.0 LB/0.45 KG
<b>Recipient:</b>	CONESTOGA, PA, US,	<b>Shipper:</b>	Lancaster, PA, US,





March 11, 2020

Fed-Ex – Delivery Confirmation Required

Brian Sensenich  
3076 River Road  
Conestoga, PA 17516

Dear Brian Sensenich,

---

*WHAT IS THE PURPOSE OF THIS LETTER?*

---

As a neighbor to the Frey Farm Landfill, we are providing you with advanced notice that LCSWMA (Lancaster County Solid Waste Management Authority) plans to apply in April to the Pennsylvania Department of Environmental Protection (PA-DEP) to renew our operating permit.

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**NEXT STEPS?**

---

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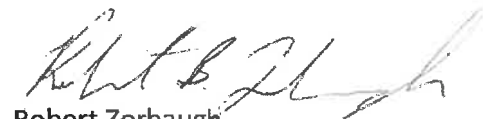
**QUESTIONS?**

---

We recognize that the permit renewal process can be confusing. I'm happy to discuss any questions, concerns, or comments you might have regarding this project. We want our neighbors to feel comfortable reaching out to us any time—about this permit renewal or any other LCSWMA-related activity.

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Sincerely,



Robert Zorbaugh  
CEO

Enclosure

FROM: (717) 397-9988  
Robert B. Zorbaugh, CEO  
LCSWMA  
1299 Harrisburg Pike  
P.O. Box 4425  
Lancaster PA 17604  
US

SHIP DATE: 16MAR20  
ACTWGT: 1.00 LB  
CAD: 822074NET4220  
DIMMED: 12 X9 X1 IN  
BILL SENDER

TO Brian Sensenich

3076 River Road

CONESTOGA PA 17516

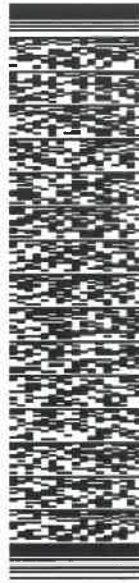
(717) 533-8600

REF: 20010001

INV: DEPT:

(US)

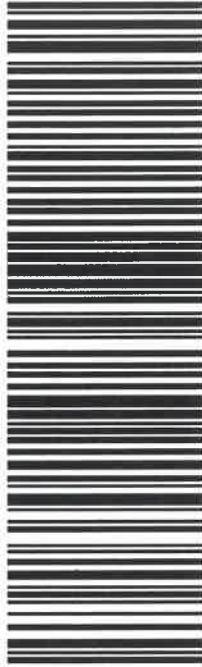
56BJ264E0/FE4A



TRK# 7700 2898 7818

17516

9622 0019 0 (000 000 0000) 0 00 7700 2898 7818



March 17, 2020

Dear Customer,

The following is the proof-of-delivery for tracking number: 770028987818

**Delivery Information:**

Status:	Delivered	Delivered To:	
Signed for by:	Signature not required	Delivery Location:	
Service type:	FedEx Ground		Conestoga, PA,
Special Handling:		Delivery date:	Mar 17, 2020 14:53

**Shipping Information:**

Tracking number:	770028987818	Ship Date:	Mar 16, 2020
		Weight:	1.0 LB/0.45 KG

Recipient:  
CONESTOGA, PA, US,

Shipper:  
Lancaster, PA, US,



March 11, 2020

Fed-Ex – Delivery Confirmation Required

Elizabeth Beck  
3125 River Road  
Conestoga, PA 17516

Dear Elizabeth Beck,

---

*WHAT IS THE PURPOSE OF THIS LETTER?*

---

As a neighbor to the Frey Farm Landfill, we are providing you with advanced notice that LCSWMA (Lancaster County Solid Waste Management Authority) plans to apply in April to the Pennsylvania Department of Environmental Protection (PA-DEP) to renew our operating permit.

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**NEXT STEPS?**

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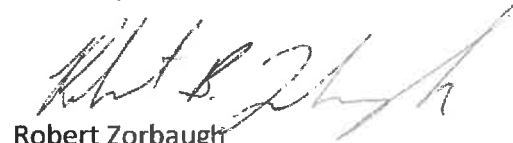
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**QUESTIONS?**

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Sincerely,

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Robert Zorbaugh  
CEO

Enclosure

FROM: (717) 397-9988  
Robert B. Zorbaugh, CEO  
LCSWMA  
1299 Harrisburg Pike  
P.O. Box 4435  
Lancaster PA 17604  
US

SHIP DATE: 16MAR20  
ACT.WGT: 1.00 LB  
CAD: 8220774NET4220  
DIMMED: 12X9X1 IN  
BILL SENDER

TO Elizabeth Beck

3125 River Road

CONESTOGA PA 17516

(717) 533-8600

REF: 20010001

PO:

DEPT:

(US)

56BJ264E0/FE4A

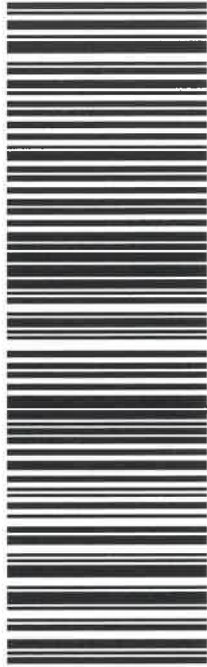


J201020011301uv

TRK# 7700 2906 5296

17516

9622 0019 0 (000 000 0000) 0 00 7700 2906 5296



March 17, 2020

Dear Customer,

The following is the proof-of-delivery for tracking number: 770029065296

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivered To:</b>	
<b>Signed for by:</b>	Signature not required	<b>Delivery Location:</b>	Conestoga, PA,
<b>Service type:</b>	FedEx Ground	<b>Delivery date:</b>	Mar 17, 2020 12:24
<b>Special Handling:</b>			

**Shipping Information:**

<b>Tracking number:</b>	770029065296	<b>Ship Date:</b>	Mar 16, 2020
		<b>Weight:</b>	1.0 LB/0.45 KG
<b>Recipient:</b>	CONESTOGA, PA, US,	<b>Shipper:</b>	Lancaster, PA, US,





March 11, 2020

Fed-Ex – Delivery Confirmation Required

Craig Frey  
3232 Anchor Road  
Washington Boro, PA 17582

Dear Craig Frey,

---

***WHAT IS THE PURPOSE OF THIS LETTER?***

---

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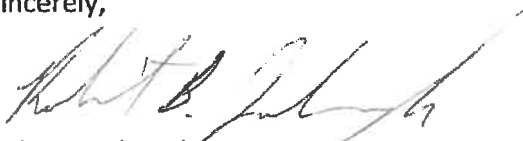
**QUESTIONS?**

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Should you like to discuss this further, please don't hesitate to call me at (717) 397-9968 or send me an email at [bzorbaugh@lcswma.org](mailto:bzorbaugh@lcswma.org).

Sincerely,



Robert Zorbaugh  
CEO

Enclosure

FROM: Robert B. Zorbaugh, CEO (717) 397-9968  
LCSHMDA  
1299 Harrisburg Pike  
P.O. Box 463  
Lancaster PA 17604

SHIP DATE: 16MAR20  
ACTWGT: 1.00 LB  
CAD: 8220774NET4220  
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BILL SENDER

TO: Craig Frey

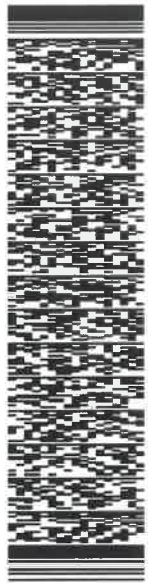
3232 Anchor Road

WASHINGTON BORO PA 17582

(717) 533-8600 REF: 20010001

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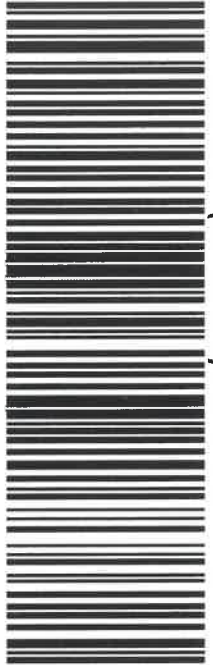
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March 17, 2020

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March 11, 2020

Fed-Ex – Delivery Confirmation Required

John Miller  
3052 River Road  
Conestoga, PA 17516

Dear John Miller,

---

*WHAT IS THE PURPOSE OF THIS LETTER?*

---

As a neighbor to the Frey Farm Landfill, we are providing you with advanced notice that LCSWMA (Lancaster County Solid Waste Management Authority) plans to apply in April to the Pennsylvania Department of Environmental Protection (PA-DEP) to renew our operating permit.

**It's important to note that this application is solely a request to renew our existing solid waste permit (#101389) and does not request any changes or modifications.**

Our current operating permit was renewed by PA-DEP on September 27, 2010 and is set to expire on May 26, 2021. LCSWMA must apply for a second renewal at least 1-year in advance, which is why we're starting now.

To prepare for this second renewal, in 2015 LCSWMA requested a major permit modification to allow for two key changes: 1) a vertical expansion to add 6.4 million cubic yards of landfill disposal capacity, and 2) an increase to our maximum daily volume and average daily volume.

PA-DEP approved this permit modification on July 26, 2017 (a copy of the approval is included with this letter). This permit modification was necessary to continue serving the long-term disposal needs of the community.

Unfortunately, PA-DEP does not renew an operating permit as part of any modification; so, LCSWMA must complete the second renewal as a separate step.

---

**WHY ARE YOU RECEIVING THIS LETTER?**

---

**The permit renewal LCSWMA will be requesting is to allow us to continue operating under our current permit for an additional ten years.**

Before we submit the renewal application, PA-DEP requires that LCSWMA provide advanced notice to the host municipality, the county, and contiguous neighbors, along with publishing a notice in the newspaper.

---

**NEXT STEPS?**

---

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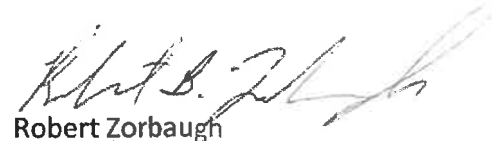
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Should you like to discuss this further, please don't hesitate to call me at (717) 397-9968 or send me an email at [bzorbaugh@lcswma.org](mailto:bzorbaugh@lcswma.org).

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Zorbaugh', is written over a light blue background.

Robert Zorbaugh  
CEO

Enclosure

FROM: (717) 397-9968  
Robert B. Zorbaugh, CEO  
LCSWMA  
1299 Harrisburg Pike  
P.O. Box 4425  
Lancaster PA 17604  
US

SHIP DATE: 16MAR20  
ACTWGT: 1.00 LB  
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DIMMED: 12X9X1IN  
BILL SENDER

TO John Miller

3052 River Road

CONESTOGA PA 17516

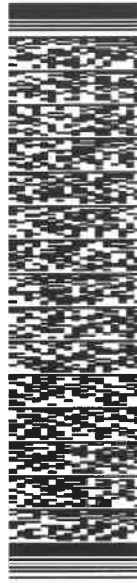
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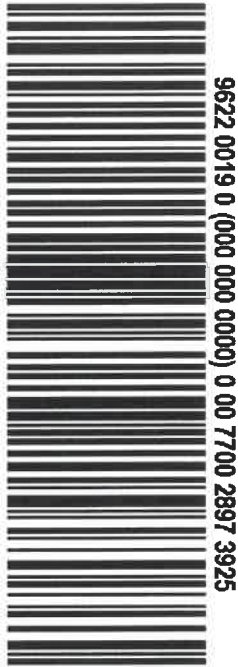
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March 17, 2020

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Recipient:	CONESTOGA, PA, US,	Shipper:	Lancaster, PA, US,





March 11, 2020

Fed-Ex – Delivery Confirmation Required

Hans Weber  
3088 River Road  
Conestoga, PA 17516

Dear Hans Weber,

---

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---

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Sincerely,

A handwritten signature in black ink, appearing to read "Robert Zorbaugh".

Robert Zorbaugh  
CEO

Enclosure

FROM: (717) 397-9988  
Robert B. Zorbaugh, CEO  
LGSWMA  
1299 Harrisburg Pike  
P.O. Box 4220  
Lancaster, PA 17604  
US

SHIP DATE: 16MAR20  
ACTWGT: 1.00 LB  
CAD: 8220774NET4220  
DIMMED: 12 X 9 X 1 IN  
BILL SENDER

TO Hans Weber

3088 River Road

CONESTOGA PA 17516

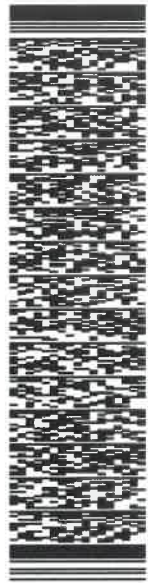
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March 17, 2020

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CONESTOGA, PA, US,		Lancaster, PA, US,	



## **Attachment 4**

# **2014 Lancaster County Municipal Waste Management Plan**





# **2014 LANCASTER COUNTY MUNICIPAL WASTE MANAGEMENT PLAN**

---

**Lancaster County Solid Waste  
Management Authority**

2014 Municipal Solid Waste Management Plan Update  
Lancaster County Solid Waste Management Authority

April 2014

Prepared By:

Lancaster County Solid Waste Management Authority  
1299 Harrisburg Pike  
Lancaster, Pennsylvania 17603



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## **EXECUTIVE SUMMARY**

### **2014 LANCASTER COUNTY MUNICIPAL WASTE MANAGEMENT PLAN UPDATE**

On August 10, 2010, the Pennsylvania Department of Environmental Protection approved the 2010 Lancaster County Municipal Solid Waste Management Plan Update. In accordance with Pa Act 101, the 2010 Plan Update documented the current municipal solid waste management and recycling activities in the County, projected waste disposal/processing needs over the 10 year planning period, identified the Integrated System to be utilized to fulfill municipal solid waste and recycling needs for the same time frame, and identified likely steps to be taken by Lancaster County Solid Waste Management Authority (LCSWMA) to maintain adequate processing and disposal capacity for Lancaster County's municipal waste through the year 2020.

This 2014 Non-Substantial Plan Revision documents the inclusion of the Susquehanna Resource Management Complex (SRMC) as a component of LCSWMA's Integrated Solid Waste Management System to ensure adequate processing and disposal capacity for Lancaster County's and Dauphin County's (as detailed in the Dauphin County Municipal Waste Plan Revision deemed approved on October 23, 2013) municipal waste through 2034.

The results of the 2010 US Decennial Census which were released in 2011 revealed there were 519,400 residents in Lancaster County on April 1, 2010. The population is projected to increase from 537,000 in 2014 to 628,700 in 2034 which is a 17% rate of growth.

The rate of growth is projected to result in an increase in the tons of municipal waste being generated in Lancaster County from 595,000 tons in 2014 to 625,500 tons in 2034. The County currently recycles about 43% of the generated municipal waste stream, and this recycling rate is projected to continue and probably increase through

the year 2034. With a growing County waste stream, the actual tons of waste diverted to recycling are also expected to grow, from 222,000 tons in 2014 to 233,400 tons by 2034.

As defined in the 2010 Plan Update, Lancaster County's recyclables are being managed mainly by private facilities while municipal waste is being managed through LCSWMA's Integrated System of Waste Management facilities which include the following:

- Frey Farm Landfill (FFLF) in Manor Township,
- Waste-to-Energy (WTE) Facility in Conoy Township
- Transfer Station Complex (TSC) in Manheim Township

The Susquehanna Resource Management Complex (SRMC), formerly named the Harrisburg Resource Recovery Facility, was purchased by LCSWMA in December 2013. The addition of this facility further expands the processing capacity and flexibility of the Integrated Waste Management System.

The 2010 Plan Update identified a need to increase capacity at the Waste-to-Energy Facility. In accordance with the findings of a capacity study which was conducted, the 2010 Plan Update detailed the possible expansion of the WTE from 1,200 to 1,800 tons per day processing capacity. This proposed expansion would have been sufficient to meet the County's needs for decades and would have minimized the tons of processible waste diverted to the FFLF.

However, the purchase of the SRMC by LCSWMA provides this additional waste capacity for Lancaster County while providing Dauphin County municipal waste capacity during the same time period. This purchase delays the need to increase capacity at the WTE facility while utilizing an existing facility with used but uncontracted capacity.

LCSWMA's WTE and SRMC are the key components for processing the in-system municipal waste. The SRMC will offer redundancy in processing, transferring, and disposing of waste. Waste that is delivered to the LCSWMA Transfer Station can be

transferred to the WTE, the Frey Farm Landfill, or the SRMC. Likewise, waste delivered to the SRMC could be processed there or transferred to the WTE. This flexibility will allow LCSWMA to manage future anticipated increases in waste originating from Lancaster and Dauphin Counties, manage any planned or unplanned outages at either energy-from-waste facility, and use the aforementioned assets to form a regional waste management system.

This 2014 Non-Substantial Plan Revision to the 2010 Plan continues LCSWMA's Integrated System which fulfills public goals on behalf of Lancaster County, is efficient, cost-effective, environmentally sound, and identifies and takes needed steps to ensure sufficient capacity for the County's solid waste over the next 20 years.

The 2014 Plan Update recommends a continuation of this Integrated System. This system fulfills public goals, is efficient, is cost-effective, and identifies and takes steps that are needed to assure the provision of sufficient capacity to meet the County's waste management and recycling needs. Over the next 20 years, this Integrated System will continue to provide County residents and businesses with safe, economical, cost-effective, and environmentally sound waste management through a combination of public and private participation efforts.

**System Management and Flow Control** – LCSWMA owns a system of waste management facilities, and operates these facilities in conjunction with municipal and private waste management and recycling efforts. Together, this Integrated System of public and private waste management services meets the needs of Lancaster County's residents and businesses, in an environmentally sound, efficient, and cost-effective manner. This joint public/private system will continue throughout the planning period. A system of flow control ordinances and hauler agreements is used to direct Lancaster County's municipal waste to Authority facilities; this system will continue throughout the planning period.

## **CHAPTER 1 DESCRIPTION OF WASTE**

The purpose of this chapter is to describe and determine the quantity of municipal waste (MSW) generated in Lancaster County that will be managed by the system defined in this 2014 Non-substantial Plan Revision (Plan). To estimate the quantity of municipal waste generated on an annual basis, current and historical quantity data were used, including weight records from the facilities under the control of the Lancaster County Solid Waste Management Authority (LCSWMA), PA DEP Waste Destination and Origin Reports, and annual LCSWMA Municipal Recycling Reports. A summary of this data is provided below.

### **1.1 RESIDENTIAL, COMMERCIAL, AND INSTITUTIONAL FRACTION OF THE MUNICIPAL WASTE STREAM**

The residential, commercial, and institutional fraction of the County's solid waste stream consists of waste generated by residential (homes, apartments), commercial (offices, retail stores, restaurants, industrial lunchrooms and offices, etc.), and institutional sources (municipal buildings, libraries, schools, etc.), and community events. Recyclables generated/diverted from these sources are also included in the tonnages reported below. Table 1-1 reports the total quantities of residential, commercial, and institutional waste processed or disposed of from Lancaster County sources for the years 2010 through 2013.



**Table 1- 1 - Lancaster County Residential, Commercial, and Institutional Waste and Recyclables Tonnages for 2010-2013<sup>(1)</sup>**

Type of Material	Year			
	2010	2011	2012	2013
Residential, Commercial, and Institutional Waste	301,144	305,896	297,871	295,365
Recyclables (diverted)	194,217	202,513	222,936	221,217
<b>Total:</b>	<b>495,361</b>	<b>508,409</b>	<b>520,807</b>	<b>516,582</b>

<sup>(1)</sup> Source: LCSWMA Reports

## 1.2 CONSTRUCTION AND DEMOLITION WASTE

The Construction and Demolition (C&D) component of the waste stream is accepted at the LCSWMA Transfer Station and transferred to LCSWMA's Frey Farm Landfill (FFLF), or is delivered directly to the landfill for disposal. This material is not accepted for processing at LCSWMA's Waste-to-Energy Facility (WTE) or Susquehanna Resource Management Complex (SRMC) because portions of mixed loads are non-combustible and could potentially damage the boilers.

Table 1-2 reports the total quantities of C&D waste processed or disposed of, and C&D waste recycled, from Lancaster County sources for 2010 through 2013.

**Table 1- 2 - Lancaster County Construction & Demolition Waste and Recyclables Tonnages for 2010-2013<sup>(1)</sup>**

Type of Material	Year			
	2010	2011	2012	2013
C&D Waste	73,080	59,026	58,856	60,275
C&D Recyclables (diverted)	18,860	17,696	12,564	3,609
<b>Total:</b>	<b>91,940</b>	<b>76,722</b>	<b>71,420</b>	<b>63,884</b>

<sup>(1)</sup> Source: LCSWMA Reports

### 1.3 BIOSOLIDS AND SEPTAGE

LCSWMA maintains an annual sludge and septage hauler's report. The information from LCSWMA's sludge and septage hauler's report for 2012 is presented in Table 1-3. Table 1-3, located at the end of this Chapter, presents data on the quantities of biosolids produced in the County for 2012, the biosolids and septage haulers serving the County, the waste type(s) collected by each hauler, and the disposal/ utilization facilities used.

As Table 1-3 illustrates, biosolids and septage are 1) further processed at other wastewater treatment plants, 2) disposed in area landfills, or 3) land-applied on farmers' fields.

### 1.4 YARD WASTE

LCSWMA's Rules and Regulations define yard waste as "garden residues, leaves, shrubbery, tree trimmings, branches, grass clippings, and sod." These materials are organics which readily decompose in either an agricultural land application process or a composting system. Since 1992, LCSWMA has required that yard waste be source-separated from MSW. In 2002, LCSWMA coordinated with municipalities and private haulers, a pilot curbside collection program for yard waste (leaves, woody material) in order to divert this material from the waste stream. The program was successful and, at

this time, includes 40 municipalities that currently have some type of yard waste and/or leaf curbside collection program. Private haulers collect the curbside yard waste and deliver it to one of the 8 existing municipal or to one of three local private composting sites. Additionally, residents, businesses and haulers may dispose of yard waste at any of these facilities.

LCSWMA purchased a large shredder machine that processes yard waste into a coarse mulch product. LCSWMA provides an operator and transports the shredder to any municipality that has a large amount of yard waste to process, but doesn't have the means to do so.

The following is a summary of the tons of yard waste recycled from 2010 through 2013:

2010	23,429 tons
2011	26,515 tons
2012	32,380 tons
2013	24,607 tons

The development of “pay-as-you-throw” programs for yard wastes, which provide for separate collection, has prompted residents to modify lawn care maintenance habits. Many people have begun to “grass-cycle” as a means of reducing the amount of grass clippings needing collection. Grass-cycling uses mulching mowers to let shredded grass clippings lay on the lawns and decompose in-place. Others collect grass clippings and place them in backyard composting piles on their properties. As a result, there has been a significant decline in the amount of grass being collected and delivered to facilities.

Each municipality in Lancaster County establishes their own per-bag cost for yard waste collected at the curb. Generally, the yard waste bags cost residents between \$1 and \$2 per bag. LCSWMA cooperatively purchases Kraft compostable bags on behalf of each municipality to get a better per-bag bulk purchase price. Leaf waste is disposed of mainly at the municipal or private sites mentioned previously. There are approximately

10 farms in Lancaster County that accept leaf waste from municipalities or from contracted haulers directly. These farms use the leaf waste for land application, to rebuild organic matter and improve the soil.

## **1.5 INFECTIOUS AND CHEMOTHERAPEUTIC WASTE**

Under DEP's regulations, infectious and chemotherapeutic waste (ICW) generated by hospitals, nursing homes, clinics, dental and medical offices is included as part of the municipal waste stream. Therefore, it is LCSWMA's responsibility to ensure proper management of this portion of the municipal waste stream.

Most ICW is processed by the generators on-site, through autoclaving, with sterilized materials being disposed of in the Frey Farm Landfill. In 2013, 644 tons of ICW was accepted for disposal at the FFLF.

For generators with no on-site processing system, these materials are collected by one of a number of private companies that offer medical waste collection services. To ensure the proper handling of this material by private haulers, the 1993 Municipal Waste Plan Update amended LCSWMA's Rules and Regulations to require that all vehicles used for the commercial collection of ICW generated in the County be licensed by LCSWMA.

Today, medical facilities continue to manage ICW effectively either through on-site processing or through arrangements with commercial contractors to safely transport, process and dispose of this material.

Table 1 - 3 Lancaster County 2012 Sludge and Septage Annual Report Summary<sup>1</sup>

Hauler	Sources Served <sup>2</sup>				Waste Type Collected <sup>3</sup>				Utilization/Disposal Facilities	Quantity of Sludge			Quantity of Septage (Gallons)
	R	C	I	M	SL	SE	HT	O		Wet Tons	% Solids	Gallons	
Armstrong Environmental Services d/b/a Kline's Services	X	X	X	X	X	X	X	X	Armstrong Environmental			1,066,327	279,701
									Manheim Boro WWTP			12,000	
Armstrong Environmental Services d/b/a Kline's Services (Quarryville Boro WWTP)	X	X							Manheim Boro WWTP			12,600	825.0
									Armstrong Environmental			358,800.0	
Armstrong Environmental Services d/b/a Kline's Services (West Cocalico WWTP)	X	X							Armstrong Environmental			92,500.0	1,600.0
									Manheim Boro WWTP			12,000.0	
Armstrong Environmental Services d/b/a Kline's Services (West Earl Twp WWTP)	X	X							Armstrong Environmental			355,200.0	20,000
Associated Products	X	X	X	X	X	X	X	X	Derry Twp WWTP				72,800
Baker's Septic Service				X	X	X	X		Derry Twp WWTP				55,850
	X	X			X	X	X		Manheim Boro WWTP				60,450
									Mazza Vineyards				93,300
									Columbia Boro WWTP				
Merrell Bros. Biosolids Management Corp. (City of Lancaster)				X	X				Modern Landfill	26.2	20-26		
									Merrell Bros. Land Application	23,636.0	20-26		
Bauman's Septic Service	X	X				X			Derry Twp WWTP				35,000
									Annville Twp Municipal Authority				81,000
Bollinger Septic Service									Derry Twp WWTP	No Report in 2012			
D.L. Burkett Construction, Inc. (Conoy Twp WWTP)				X	X				Frey Farm Landfill	328.2			
Christiana Boro WWTP				X	X				Groff Farm	276.87	23.00		
Columbia WWTP				X					Glen Longenecker Farm	1,317.9	28.1		
Conestoga Twp									Conestoga Twp (Colemanville)	Nothing to Report in 2012			
William H. Davis Jr.										Nothing to Report in 2012			
W. Davis & Sons Septic Cleaning	X					X			LASA WWTP				524,000

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	R	C	I	M	SL	SE	HT	O		Wet Tons	% Solids	Gallons	
Devonshire Septic Service	X					X	X		LASA WWTP				823,200
Enviro-Clean Septic Service	X					X	X		Columbia Boro WWTP				350,000
									LASA WWTP				50,000
Ephrata Boro WWTP (Ephrata Plant 1)									E.A.W.T.A.C.S (Various Farms)	2,622.0	16.2		
Ephrata Boro WWTP (Ephrata Plant 2)				X						841.0	20.6		
Thomas H. Erb & Sons	X	X	X		X	X	X		Manheim Boro WWTP			10,500	2,758,200
									Derry Twp WWTP				84,500
									Columbia Boro WWTP				103,500
									LASA WWTP				15,000
Fins Environmental Service, LLC	X	X				X	X		LASA WWTP				1,320,000
GWT Sludge Disposal Services	X	X		X			X		Armstrong Environmental	Nothing to Report in 2012			
									Springettsbury Twp WWTP				
C.F. Heckman & Son	X						X		Berks County WWTP	Nothing Report in 2012			
Hershey Portable Toilets	X							X	Annville Twp WWTP				78,780
Ink's Disposal Service, Inc.	X								Exeter Twp WWTP				12,125
									Coatesville WWTP				1,000
									Pottstown Boro WWTP				39,250
Kauffman's Septic Service	X	X			X	X	X		Manheim Boro WWTP				657,450
									Derry Twp WWTP				399,850
									Springettsbury Twp WWTP				31,350
									LASA WWTP				298,500
									Barry A. Bracken Env.				355,750
									Columbia Boro WWTP				700,270
Exeter Twp WWTP				78,000									
Kline's Services Inc.	X	X	X	X	X	X	X	X	Kline's Services, Inc.			4,106,401	9,624,348
									Manheim Boro WWTP			2,452,450	60,800
									Springettsbury Twp WWTP				811,750

Table 1 - 3 Lancaster County 2012 Sludge and Septage Annual Report Summary<sup>1</sup>

Hauler	Sources Served <sup>2</sup>				Waste Type Collected <sup>3</sup>				Utilization/Disposal Facilities	Quantity of Sludge			Quantity of Septage (Gallons)
	R	C	I	M	SL	SE	HT	O		Wet Tons	% Solids	Gallons	
Kline's Services Inc.	X	X	X	X	X	X	X	X	Pottstown Boro WWTP			58,863	
									LASA WWTP			870,500	26,100
									Creswell (LCSWMA) WWTP			83,000	
Kline's Services Inc. (Akron Boro)				X				X					3,652
Kline's Services Inc. (Bart Twp)				X				X	X	8.8		98,000	800
Kline's Services Inc. (Christiana Boro WWTP)				X				X	Manheim Boro WWTP	Nothing to report in 2012			
									Kline's Services, Inc.				
Kline's Services Inc. (Clay Twp WWTP)				X				X	Manheim Boro WWTP			88,000	
									Kline's Services, Inc.	13.1		41,500.0	500
Kline's Services Inc. (Conestoga Twp)	X							X					1,800.0
Kline's Services Inc. (East Cocalico Twp)				X				X					6,500
Kline's Services Inc. (East Donegal Twp)				X				X					4,825
Kline's Services Inc. (Elizabethtown Boro WWTP)				X				X					4,525
Kline's Services Inc. (Ephrata Boro WWTP)				X				X					1,000
Kline's Services Inc. (Ephrata Twp)	X	X						X					12,104
Kline's Services Inc. (Leacock Twp WWTP)				X				X	Kline's Services, Inc.			1,074,000	
									Kline's Services, Inc.			1,068,000	2,802
Kline's Services Inc. (Lititz Boro)				X				X				5,010	
Kline's Services Inc. (Manheim Boro WWTP)				X				X	X	803.0			
									Kline's Services, Inc.			143,107.0	3,300.0
Kline's Services Inc. (Marietta-Donnegal WWTP)				X				X	Manheim Boro WWTP			102,350.0	
									Kline's Services, Inc.			82,420.0	1,500.0
Kline's Services Inc. (Millersville Boro)				X				X				7,109.0	500.0

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	R	C	I	M	SL	SE	HT	O		Wet Tons	% Solids	Gallons	
Kline's Services Inc. (Mt. Joy Boro)				X		X			Kline's Services, Inc.				5,700.0
Kline's Services Inc. (New Holland Boro)				X	X				Kline's Services, Inc.	Nothing to Report in 2012			
Kline's Services Inc. (Paradise Twp WWTP)				X	X	X			Kline's Services, Inc.	55.6		678,000.0	7,206.0
Kline's Services Inc. (Penn Twp WWTP)	X	X							Manheim Boro WWTP			660,000	
									Kline's Services, Inc.			72,000	27,600
Kline's Services Inc. (Quarryville Boro WWTP)	X	X							Manheim Boro WWTP			210,000.0	
									Kline's Services, Inc.			120,000.0	
Kline's Services Inc. (Strasburg Boro)				X		X			Kline's Services, Inc.				5,100.0
Kline's Services Inc. (Terre Hill Boro WWTP)				X					Meadow View Farm	Nothing to report in 2012			
									Kline's Services, Inc.				
									Manheim Boro WWTP				
Kline's Services Inc. (Warwick Twp WWTP)				X		X			Kline's Services, Inc.				3,711
Kline's Services Inc. (West Cocalico WWTP)	X	X							Kline's Services, Inc.	33.5		156,000	601
									Manheim Boro WWTP			102,000	
									Armstrong Env. Services			92,500	825
									Exeter Twp WWTP				
Kline's Services Inc. (West Earl Twp WWTP)	X	X							LASA WWTP				
									Kline's Services, Inc.			420,000	1,000
									Armstrong Env. Services				
									Manheim Boro WWTP			216,000	
LASA				X					Frey Farm Landfill	0.0			
									Merrell Bros. Land Application	10,280.2	32.8		
LCSWMA (Elizabethtown WWTP)				X					Frey Farm Landfill				
									Kline's Services, Inc. (Grease)				4,525.0
									Waste-to-Energy Facility	2,541.3	16.5		



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	R	C	I	M	SL	SE	HT	O		Wet Tons	% Solids	Gallons	
Lanco Septic Service	X					X	X		Springettsbury Twp WWTP				
									LASA WWTP				500,000
Marietta-Donegal Joint Sewer Authority				X	X				Drager Farm	316.0	22.0		
									Kline's Services, Inc.				
									Frey Farm Landfill				
McGovern Environmental, LLC	X	X	X	X	X	X	X	X		Nothing to Report in 2012			
William P. McGovern Inc.	X	X				X	X		DELCORA				128,500
Millersville Boro WWTP				X	X				Baro Farm	765.5	30.0		
									Frey Farm Landfill				
Mount Joy Boro WWTP				X	X				Frey Farm Landfill				
									Troy Martin	142.1	38.0		
									Ron Keener	120.9	38.0		
									Tim Stoner	21.8	38.0		
									Brubaker Farm (EQS Biosolids)	748.1	38.0		
New Holland Boro WWTP (Eagle Disposal, Lloyd Z. Nolt Trucking, Inc.)	X	X		X				X	Lanchester Landfill	25.0	54.0		
									EQS Biosolids	3,025.0	45.0		
Lloyd Z. Nolt Trucking, Inc.	X	X				X	X		New Holland Boro WWTP				24,750
									Adamstown Boro WWTP				
									Manheim Boro WWTP				
									Ephrata Boro WWTP				349,000
Lloyd Z. Nolt Trucking, Inc. (Adamstown Boro WWTP)				X	X				Martin & Martin Farm		1.9	354,000	
									Proland Properties Farm		2.2	357,000	
									Manheim Boro WWTP				
									Brossman Farm		1.8	152,250	
									Ephrata Boro WWTP				
Nolt Services LLC	X	X	X	X	X	X	X	X	Ephrata Boro WWTP				3,705,400

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	R	C	I	M	SL	SE	HT	O		Wet Tons	% Solids	Gallons	
Northern Lancaster County AUTH. (NLCA)									Nolt Services, LLC				
									Manheim Boro WWTP				
									Kramer Mill Rd WWTP				
									NLCA				
									Gehman's School Rd WWTP				
Peters Septic Tank Pumping	X				X	X	X		LASA WWTP	No Report in 2012			
									Manheim Boro WWTP	No Report in 2012			
Kelly Phillips Septic	X					X	X		New Holland Boro WWTP	No Report in 2012			
Prettyman Excavating, J.A.	X	X				X	X		Coatesville WWTP	No Report in 2012			
									Oxford Area Sewer Authority	No Report in 2012			
									East Marlboro Twp WWTP	No Report in 2012			
Borough of Quarryville				X	X				Frey Farm Landfill	118.4	18.6		
Red Rose Sanitation, Inc.									Springettsbury Twp WWTP				
									Derry Twp WWTP				
									LASA WWTP				87,130.0
	X	X		X	X	X	X	X	Kline's Services, Inc				5,100.0
									Armstrong Environmental			4,000.0	10,325.0
									Manheim Boro WWTP			4,000.0	21,300.0
									LASA / Armstong Environmental				
Russell Reid Waste Hauling		X						X	Lehigh County WWTP	Nothing to Report in 2012			
									Russell Reid Waste	Nothing to Report in 2012			
									Camden Co. MUA	Nothing to Report in 2012			
									East Norton Plymouth	Nothing to Report in 2012			
Frank Sears Sanitation LLC	X	X			X	X	X		Christiana Boro WWTP				
									New Holland Boro WWTP				812,500
									Manheim Boro WWTP			16,000	
									LASA WWTP				

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	R	C	I	M	SL	SE	HT	O		Wet Tons	% Solids	Gallons	
Seldomridge, John B. Jr.	X				X				Exeter Twp WWTP			36,000	3,250
									American Water Co				2,040,700
Sharp, Norman L.	X	X		X	X	X	X	X	New Holland Boro WWTP				160,750
									Nolt (Nelson) Services			21,000	48,000
Shupp's Grove (Marilyn Gehman)	X								Exeter Twp WWTP			28,000	
									New Holland Boro WWTP				1,012,800
Snyder & Mylin Septic Services LLC	X			X					Shupp's Grove Fields #1-4				297,000
Sonlight Services	X	X		X	X	X	X	X	LASA WWTP				772,900.0
									Ephrata Boro WWTP				668,400
									Derry Twp WWTP				
									Nolt Services, LLC				395,100
									Exeter Twp WWTP			70,400	152,200
									New Holland WWTP				27,600
									LASA WWTP				447,000
									Manheim Boro WWTP				169,100
ST Services, Inc. (Lititz WWTP) - Good's Disposal Service, Inc.				X				X	Fahnestock Farm				
									Hess Farm	440.1	96.4		
									Frey Farm Landfill (Dewatered cake)				
									Frey Farm Landfill (Dried Biosolids)				
									Noll Farm				
									Zimmerman Farm	14.4	94.1		
ST Services, Inc. (Lititz WWTP) - Synagro Mid Atlantic, Inc.	X								Synagro Farms				
									Synagro Farms (Dried Biosolids)	52.7	97.1		
									Synagro Farms (Dried Biosolids)				
Lonnie Stoltzfus Septic Service	X	X		X					Terre Hill Boro WWTP				1,640,500

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	R	C	I	M	SL	SE	HT	O		Wet Tons	% Solids	Gallons				
									Valley Forge WWTP							
									New Holland Boro WWTP							
									Manheim Boro WWTP			231,000				
									Pottstown Boro WWTP			22,000				
									Columbia Boro WWTP			2,689,500				
									Exeter Twp WWTP				5,964,655			
									Nolts Services LLC			49,600				
Lonnie Stoltzfus Septic Service (Earl TWP WWTP)									Pottstown Boro WWTP							
									Exeter Twp WWTP							
									Columbia Boro WWTP			973,500				
									Manheim Boro WWTP			60,500				
Lonnie Stoltzfus Septic Service (Salisbury Twp WWTP)									Pottstown Boro WWTP							
									Valley Forge WWTP							
									Manheim Boro WWTP			137,500				
									Exeter Twp WWTP							
									Columbia Boro WWTP			1,303,500				
Lonnie Stoltzfus Septic Service (Terre Hill Boro WWTP)	X			X					Manheim Boro WWTP			33,000				
									Columbia Boro WWTP			401,500				
									Terre Hill Boro WWTP				1,640,500			
									Pottstown Boro WWTP			11,000.0				
Lonnie Stoltzfus Septic Service (West Cocalico Twp WWTP)									Manheim Boro WWTP							
									Pottstown Boro WWTP							
Walter M. Strohl LLC	X	X	X	X					West Earl WWTP							
													Ephrata Boro WWTP			176,500
													Nolt Services, LLC			1,072,200
													New Holland Boro WWTP			83,900
													Manheim Boro WWTP			37,800
													Exeter Twp WWTP			28,800

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	R	C	I	M	SL	SE	HT	O		Wet Tons	% Solids	Gallons	
									Barry A. Bracken Environmental				
									Armstrong Environmental				
Weaver & Sturgill	X	X		X		X	X		LASA WWTP	No report in 2012			
								New Holland Boro WWTP					
Synagro Mid Atlantic, Inc.				X	X				Manheim Boro WWTP	Reported by ST Services in 2012			
								Lititz Boro WWTP					
								Kilgore Farm					
								LASA WWTP					
US Environmental Inc.									LASA WWTP	Nothing to Report in 2012			
								Armstrong Environmental					
								Waste Recovery Solutions					
								Environmental Recovery Corp.					
Walters Services Inc.	X	X			X	X		X	Manheim Boro WWTP			28,000	
									Annville Twp WWTP			3,700	
									Springettsbury Twp WWTP				
									Derry Twp WWTP				53,060
									Walters Ag Facility			168,600	
Warwick Twp Municipal Authority (Grit Waste)				X	X	X			Frey Farm Landfill	0.7	75.0		

<sup>1</sup>: Source: LCSWMA Records. <sup>3</sup>: R = residential; C = commercial; I = institutional; M = municipal. <sup>2</sup>: SL = sludge; SE = septage; HT = holding tank waste; O = other.

<sup>4</sup>: The Quantity of Septage reported for Nolt Services LLC was reported as a total of all Utilization/Disposal Facilities.

## **CHAPTER 2 DESCRIPTION OF FACILITIES**

This chapter describes the facilities currently being utilized to manage the MSW generated in Lancaster County. Virtually all of Lancaster County's MSW is being processed or disposed of in the Lancaster County Solid Waste Management Authority's facilities.

### **2.1 TRANSFER STATION COMPLEX**

The Transfer Station Complex on the Harrisburg Pike underwent replacement/upgrades starting in 2005 with completion in May 2008. It is located in Manheim Township just beyond the Lancaster City limits. The Transfer Station Complex consists of the main Transfer Station, the Small Vehicle Drop-Off (SVDO) building, the Household Hazardous Waste Facility (HHW), the maintenance facility and LCSWMA's administrative office. The Transfer Station has a PA DEP permit to process up to 2,200 TPD of municipal waste. LCSWMA currently receives and processes an average of approximately 315,000 tons annually at the Transfer Station. Every day, approximately 300 loads from commercial haulers and residents are delivered to this facility. Upon arrival at the Transfer Station Complex, vehicles proceed to the inbound hydraulic scales where they are weighed, passing through radiation monitoring equipment. Large vehicles then proceed to the 40,000 square foot main Transfer Building tipping floor where drivers are directed to one of 10 unloading positions to deposit the waste. Single stream recyclable material has a designated unloading position, as do construction and demolition waste and refuse. Small vehicles are directed to the 16,700 square foot Small Vehicle Drop-Off building, constructed specifically for deliveries made in cars and pickup trucks. Inside the building, drivers are directed to specific unloading stations depending upon the type of material being delivered. Authority compliance officers inspect the loads to ensure that no materials such as tires or appliances, which must be delivered and processed separately, are mixed in with the trash. After unloading, non-commercial customers (that

do not have tare weights registered with the scale house) return to the scales to weigh out, pay for the transaction and receive a receipt.

Authority staff operates equipment to push the waste from the main Transfer Building floor through three cut-out chutes in the floor, where waste falls into top-loading transfer trailers, parked beneath the tipping floor in the loading tunnel. The loading tunnel has three floor flush-mounted scales underneath the loading pits. A transfer trailer is able to be loaded on each scale. A digital scale read-out is located on the tipping floor level, above the loading pit, to enable the equipment operator to know when a trailer has reached its legal gross vehicle weight (GVW) capacity (80,000 lbs.). Transfer Station Complex equipment includes transfer tractor trailers, wheel loaders, excavators, a backhoe, a skid loader and a sweeper. A maintenance facility on the site provides truck bays for repair work and vehicle inspections and a wash bay for cleaning vehicles and equipment. A fuel island is located at the Transfer Station Complex for refueling Authority equipment. All diesel fuel used by LCSWMA is a 5% biofuel blend. LCSWMA is installing Compressed Natural Gas (CNG) infrastructure at the Transfer Station Complex. Expected to be operational by May 2014, it will provide overnight time-fill capabilities for LCSMWA's 14 new transfer trucks and a fast fill station for fleet customers.

## **2.2 HOUSEHOLD HAZARDOUS WASTE FACILITY**

The Household Hazardous Waste Facility, located adjacent to LCSWMA's Transfer Station, began operation in 2006. The previous facility, demolished during the Transfer Complex upgrades, opened in 1991. In 2013, over 57,000 Lancaster County residents took advantage of the free service provided at the HHW facility. The permanent collection facility is open Monday through Friday from 7:00 A.M. until 4:00 P.M. and Saturdays from 8:00 A.M. until 12:00 P.M. The facility consists of a drive-through receiving area, bulking areas and segregation/storage areas. The Household Hazardous Waste Facility accepts such wastes as used oil, antifreeze, fluorescent bulbs, mercury-containing

devices, household cleaners, household batteries, automobile batteries, paints, insecticides, cell phones, e-waste, covered devices, and pool chemicals.

These materials are marketed to recycling processors, disposed of at LCSWMA facilities, or transported and disposed by LCSWMA's contracted hazardous waste handler.

### **2.3 LANCASTER COUNTY WASTE-TO-ENERGY FACILITY**

The Waste-to-Energy Facility (WTE) is located on a forty-eight (48) acre site in Conoy Township. The WTE is located 20 miles south of Harrisburg, 19 miles northwest of Lancaster and eight miles north of the intersection of Routes 30 and 441. It is a mass-burn facility rated for 1,200 tons per day (TPD) of acceptable combustible waste. The WTE began commercial operation on May 10, 1991 and has been in continuous operation since that time.

#### 2.3.a. Tipping Building

The WTE includes a totally enclosed tipping floor with eight tipping bays, each 20 feet in width. The bays back up to a large pit where refuse is stored until it is loaded into one of three boilers for combustion and energy recovery.

Pit storage is used to equalize daily waste delivery variation on a 5 ½ days-per-week basis into a constant, seven-day-per-week combustion loading rate. The pit and other components, such as the combustion waste charging floor and boiler building, were designed to accommodate a future facility expansion by the addition of a fourth combustion/steam generation unit.

#### 2.3.b. Combustion/Steam Electric Generation Units

Three 400 TPD combustion/steam generation units, which employ a mass-burn technology and are similar to the design of units previously built by Covanta Energy



Corporation (formerly the Ogden Corporation), are installed at the WTE. Steam generated by the combustion units is sent to a single 36 megawatt (MW) capacity steam turbine generator which produces approximately 217,000 MW hours of electricity each year.

### 2.3.c. Pollution Control Equipment

The WTE includes one spray dryer absorber (“SDA”) per boiler. Flue gas from the economizer passes through the SDA, which uses a lime slurry reagent. Each SDA includes a slurry atomizer, support platforms, controls and other accessories for a complete system. The lime slurry preparation system is common to all three SDAs and includes a pebble lime silo, two lime slaking systems, a slurry tank and agitator, two slurry pumps, piping and controls. Aqueous ammonia and hydrated lime are injected directly into the combustion chamber of each furnace to control nitrogen oxide and acid gas emissions, respectively. Activated carbon is injected directly into the gases leaving the boilers for mercury emissions control. The treated gases enter a fabric filter baghouse for removal of suspended particulate matter and the cleansed air exits the stack. The lime silo is designed for five days of storage capacity at the designed combustion rate. The slurry tank is designed for eight hours of storage at rated consumption.

### 2.3.d. Ash Residue System

The residue handling system was designed for an expanded facility ash production resulting from processing 1,600 TPD of combustible waste. Flyash from the superheater and economizer hoppers is discharged through double dump valves and conveyed to the flyash conditioner. Flyash from the pollution control equipment is discharged from hoppers and is also conveyed to the flyash conditioner. Bottom ash is quenched and discharged by the Martin ash ram discharges. The combined ash discharges onto a vibrating conveyor. The vibrating conveyor feeds ash onto the grizzly scalper to remove all pieces larger than 10 inches in size. The large pieces (overs) are deposited to grade and

consist mainly of ferrous metals (large ferrous). Vibrating conveyors feed the smaller than 10-inch (unders) ash material onto an inclined belt conveyor, which feeds the small ferrous removal system. Residue from the inclined conveyor passes under a rotating drum magnet. The ash residue and recovered ferrous materials are routed into appropriately sized, separate storage areas. A non-ferrous recovery system was installed in 2007 to remove aluminum, copper, brass and other precious metals. The metals recovered through the ferrous and non-ferrous recovery systems are sold to recycling markets. In 2013, the metals recovered and recycled were 1.7% of all waste processed at the WTE. The remaining ash is taken to the landfill to be used as daily waste cover.

### 2.3.e. Facility Performance

The WTE is operated under a Service Agreement between LCSWMA and Covanta Lancaster, Inc. (CLI). The current extended term of the Service Agreement expires on December 31, 2016. The parties expect to extend the term to at least December 31, 2017. Under the Service Agreement, CLI is obligated to operate and maintain the WTE in accordance with established industry standards. Table 2-1 presents historical data regarding the performance of the Facility compared to the principal annual guarantees.

**Table 2 - 1 - WTE Selected Historical Performance Figures<sup>1</sup>**

<b>Year</b>	<b>Reference Waste Processing Guarantee (tons)</b>	<b>Reference Tons Processed (tons)<sup>2</sup></b>
2010	372,000	402,572
2011	372,000	410,977
2012	372,000	407,976
2013	372,000	405,483

<sup>1</sup>: Source: LCSWMA

<sup>2</sup>: Tons processed after adjustment for HHV of the Combustible Waste

### 2.3.f Reference Waste Processed

The WTE has been in continuous operation, except for scheduled and unscheduled maintenance periods, since commercial operation began in May 1991. It is rated at 1,200 TPD of reference waste with the initial capacity guarantee being 372,000 tons per year (TPY) at 5,000 Btu/lb. LCSWMA reports that the WTE has processed the amount of solid waste indicated in Table 2-1, as a reference waste basis, over the last four calendar years.

### 2.3.g. Estimated Useful Life of the Waste-to-Energy Facility

The useful life of the WTE and its major subsystems are dependent upon the initial design and construction of the WTE and proper operation and maintenance of the equipment. Assuming the WTE continues to be operated and maintained as it is currently being operated and maintained, and that all required renewals and replacements are made on a timely basis, the WTE is capable of a useful life that extends through the 20-year planning period.

## **2.4 SUSQUEHANNA RESOURCE MANAGEMENT COMPLEX**

The Susquehanna Resource Management Complex (SRMC) is located on a fifty-nine (59) acre site in the City of Harrisburg and Swatara Township. The SRMC is located 38 miles northwest of the Transfer Station Complex in Manheim Township and 18 miles northwest of the WTE in Conoy Township. It is a mass-burn facility rated for 800 TPD of acceptable combustible waste.

### 2.4.a. Tipping Building

The SRMC includes a fully enclosed tipping floor which includes a transfer station for both MSW and construction/demolition waste (C/D). The tipping bays back up to a pit

where refuse is stored until it is loaded into one of three boilers for combustion and energy recovery.

Pit and floor storage is used to equalize daily waste delivery variation on a 5 ½ days-per-week basis into a constant, seven day-per-week combustion loading rate.

#### 2.4.b. Combustion/Steam Electric Generation Units

The SRMC consists of three 266 TPD combustion/steam generation units, which employ a mass-burn technology. Steam generated by the combustion units is sent to a single 23 MW capacity steam turbine generator which produces approximately 115,000 MW per year. The turbine is leased to the Borough of Columbia and operated by Covanta Lancaster, Inc. pursuant to a Service Agreement with the Borough.

#### 2.4.c. Pollution Control Equipment

The SRMC includes for each combustion unit: a dry flue gas scrubbing; a dry lime injection system for acid gas emissions control; a selective non-catalytic reduction system that injects urea into each furnace for nitrogen oxides emission controls; a powered activated carbon injection system for control of dioxin, furans and heavy metals emissions; a fabric filter baghouse for particulate emissions (fly ash) control and to provide a secondary acid gas neutralization surface on the filtercake; combustion controls to reduce organic pollutants as well as carbon monoxide emissions; and a continuous emissions monitoring system (CEM) to measure the stack gas for emissions and to enable the continuous monitoring of each units air emissions by the control room. The CEMs will be completely replaced in 2014/2015.

#### 2.4.d. Ash Residue System

The residue handling system was designed for the facility's ash production resulting from processing 800 TPD of combustible waste. Bottom ash falls into a water quench trough and onto a submerged drag conveyor. From the boiler, the cooled flue gas enters the air

pollution control equipment where captured fly ash particles fall into hoppers. The fly ash is transported by an enclosed conveyor system to the ash conditioning system, where it is wetted to prevent dust and then mixed with the bottom ash. The combined ash is conveyed to an enclosed building where recyclable ferrous is recovered. The resultant ash is then transported to the on-site Ash Monofill and ultimately transferred to the FFLF where it is used as daily cover.

#### 2.4.e. Facility Performance

The SRMC is operated under a Service Agreement between LCSWMA and Covanta Harrisburg, Inc. The current term of the Service Agreement expires on December 31, 2017 with an option to extend an additional five years by mutual consent. Under the Service Agreement, Covanta Harrisburg, Inc. is obligated to operate and maintain the SRMC in accordance with established industry standards.

#### 2.4.f. Waste Processed

The SRMC has been in continuous operation, except for scheduled and unscheduled maintenance periods, since the required performance test for the facility was successfully completed under Covanta Harrisburg, Inc. on March 23, 2009. The SRMC has processed the amount of solid waste as indicated in Table 2 – 1.

**Table 2 - 2 – SRMC Selected Historical Performance**

Year	Waste Processing Guarantee (tons)	Tons Processed (tons)
2009	248,200	236,587
2010	248,200	280,420
2011	248,200	298,207
2012	248,200	258,664 <sup>(1)</sup>
2013	248,200	237,830 <sup>(1)</sup>

Source: HDR Independent Engineer's Report/LCSWMA

<sup>(1)</sup> Turbine outage Nov 2012 – Feb 2013

#### 2.4.e. Facility Performance

The useful life of the SRMC and its major subsystems are dependent upon the proper operation and maintenance of the equipment. Assuming the SRMC continues to be operated and maintained as it is currently being operated and maintained, and that all required renewals and replacements are made in a timely basis, the SRMC is capable of a useful life that extends through the 20-year planning period.

### **2.5 FREY FARM LANDFILL**

The Frey Farm Landfill (FFLF) is located in Manor Township, Lancaster County, approximately 17 miles from the City of Lancaster. Material brought to the FFLF for disposal includes non-processible (at the WTE & SRMC) MSW, processible MSW (during WTE unit shutdowns and other periods), C&D waste, wastewater sludge, certain permitted residual wastes and combined ash residue from the WTE and SRMC. In 2000, PADEP approved a minor landfill permit modification to allow the use of ash residue from the WTE as alternative daily cover.

The FFLF opened in 1989 and encompasses 153 acres, of which 96 acres are permitted as active fill area and contain six individual landfill cells. The FFLF operates on a “cap as you go” policy. As areas of waste disposal reach final elevation, they are covered with relatively impervious soil cover to reduce the infiltration of precipitation and generation of leachate.

Construction of the first cell of the FFLF began in 1988. The second cell of the FFLF was constructed in 1990 followed by the third cell in 1992, the fourth cell in 1999, the fifth cell in 2003 and the 6<sup>th</sup> cell in 2010. Currently, cell 6 is open and accepting waste. At the conclusion of 2013, there were approximately 3 million cubic yards of permitted air space (27 percent) remaining in the FFLF. The entire FFLF is projected to reach capacity in 2019, based on an average daily disposal rate of 1,105 TPD and 280

operating days per year. At this time, LCSWMA is moving forward with the design and permitting of a vertical expansion of the Frey Farm Landfill. Chapter 3, Section 3.6.b provides information on the vertical expansion.

The FFLF has a permitted daily disposal capacity of 2,000 TPD, but over the previous ten-year planning period, LCSWMA utilized only 1,105 TPD of this capacity. The unused, but permitted, capacity of 895 TPD would allow LCSWMA to increase solid waste deliveries to the system, and thus the associated tipping fee revenues, by 250,600 TPY (based on 280 operating days per year), without any modifications to its existing permits. It should be noted, however, that LCSWMA has no intention of increasing deliveries by 895 TPD to reach its permitted daily capacity during this twenty-year planning period. This additional capacity allowance is important to ensure capacity availability in the event of a disruption at the WTE.

The design of the FFLF meets current Waste-to-Energy and Conservation Act (RCRA) Subtitle D requirements and is regulated by the PADEP, which has been granted primacy by the U.S. EPA under a State Implementation Plan (“SIP”). Current closure operations of the FFLF therefore have been developed in order to meet U.S. EPA standards.

## **2.6 STATUS OF PERMITS AND APPROVALS**

The facilities under LCSWMA’s direction must be operated in accordance with applicable regulations, codes, standards, guidelines, policies and laws. The key permits required to operate the various facilities discussed above are presented in Table 2-2. Also, LCSWMA is taking appropriate actions to comply with currently mandated regulatory requirements which will become applicable in the future.

Table 2 - 3 - Status of Permits <sup>(1)</sup>

Facility/Permit	Issuing Entity	Status	Comments
<b>Transfer Station</b>			
• Operating Permit No. 100009	PADEP, Waste Mgmt. Program	Issued February 23, 2004	
• Modification to Operating Permit No. 100009 allowing receipt of Residual Waste	PADEP, Waste Mgmt. Program	Issued October 24, 1995	
• Stormwater Discharge Permit	PADEP, Waste Mgmt. Program	Issued October 27, 2006	
<b>Frey Farm Landfill</b>			
• Operating Permit No. 101389	PADEP, Bureau of Waste Mgmt.	Issued May 27, 1988	As subsequently modified.
• Stormwater Discharge Permit	PADEP, Water Mgmt. Program	Issued November 1, 2004	
• Title V Operating Permit #36-05081	PADEP; Air Quality Program	Issued September 1, 2005	
<b>Waste-to-Energy Facility</b>			
• Operating Permit No. 400592	PADEP, Bureau of Waste Mgmt.	Expires March 30, 2019	As subsequently modified.
• NPDES Permit No. 0083496 – Stormwater Discharge	PADEP, Water Mgmt. Program		Per DEP correspondence no longer required
• Title V Operating Permit #36-05013	PADEP, Air Quality Program	Expires February 28, 2017	
<b>Susquehanna Resource Management Complex</b>			
• Title V Air Operating Permit #22-05007	PADEP, Air Quality Program	Expires August 31, 2017	
• Municipal Waste Processing Facility Permit No. 100758	PADEP, Bureau of Waste Mgmt.	Expires November 29, 2022	Daily throughput limited to 985 TPD
• Waste Ash Monofill (Site B) Approval, No. 100992	PADEP, Bureau of Waste Mgmt.	Expires Jun 1, 2018	
• Waste Ash Monofill (Site A) Approval, No. 100759	PADEP, Bureau of Waste Mgmt.	Expired March 22, 2004	Monofill is closed, with post-closure requirements



Facility/Permit	Issuing Entity	Status	Comments
<ul style="list-style-type: none"> <li>Consumptive Water Use No. 19880201</li> </ul>	Susquehanna River Basin Commission	Expires February 11, 2018	Maximum consumptive water use of 700,000 gallons per day
<ul style="list-style-type: none"> <li>NPDES Storm Waste Discharge No. PAS503501</li> </ul>	PADEP, Water Mgmt. Program	Expires June 30, 2017	
<ul style="list-style-type: none"> <li>Advanced Wastewater Treatment Facility Permit No. 122017-9</li> </ul>	City of Harrisburg	Expires December 20, 2017	

<sup>(1)</sup> Source: LCSWMA Staff

## 2.7 PERMITTED SITES FOR AGRICULTURAL UTILIZATION OF BIOSOLIDS

Chapter 5, Section 5.4, summarizes the current biosolids management system. Land application of biosolids is common practice and a list of PADEP-permitted land application sites that are located in Lancaster County appears as Table 5-2.

## 2.8 OTHER PRIVATE REGIONAL FACILITIES

There are a number of operations in the county accepting and processing C&D waste materials. The items recycled by these operations include drywall, mixed glass for aggregate, and clean wood waste. These facilities are described in Chapter 5, Section 5.2 of this Plan Update, as part of the discussion on C&D waste management.

### CHAPTER 3 ESTIMATED FUTURE CAPACITY

#### 3.1 FUTURE COUNTY POPULATION PROJECTIONS

Population is the main factor in projecting municipal waste generation. Table 3-1 shows the population projections for Lancaster County from 2014 through 2034. These population projections were extracted from the *2040 Population Projections for Lancaster County and Municipalities* issued June 2012 by the Lancaster County Planning Commission. Table 3-2 shows the population projections for Dauphin County from 2014 through 2034. These population projections were extracted and extrapolated from the Dauphin County 2013 Plan Revision.

**Table 3 - 1 - Projected Population Figures for Lancaster County**

<u>Year</u>	<u>Population</u>
2014	536,997
2015	544,394
2020	569,343
2025	591,276
2030	613,208
2034	628,718

The overall increase in Lancaster County's population from 2014 to 2034 is projected to be approximately 17% or an average of 0.85% per year.

**Table 3 - 2 - Projected Population Figures for Dauphin County**

<u>Year</u>	<u>Population</u>
2014	271,285
2015	272,099
2020	276,205
2025	278,315
2030	279,065
2034	279,514

The overall increase in Dauphin County’s population from 2014 through 2034 is projected to be approximately 3% or an average of 0.15% a year.

**3.2 FUTURE COUNTY MUNICIPAL WASTE GENERATION PROJECTIONS**

Table 3-3 shows the annual projected MSW waste generation and recyclables diversion projections for Lancaster County, from 2014 through 2034. These waste projections are tied to the projected population increases in Table 3-1 and were extrapolated based on LCSWMA annual report results per capita. The recycling projections were extrapolated based on per capita recyclables generation rates, and from percentage breakdowns of the recyclables components based on the 2013 LCSWMA Annual Recycling Report.

**Table 3 - 3**  
**Lancaster County Municipal Waste Projections**

	Process/ <sup>(2)</sup> dispose	C/D <sup>(3)</sup>	Recycle <sup>(1)</sup>	Total MSW for recycling rate	Recycling Rate	Total MSW including C/D
2014	297,680	75,320	222,000	519,680	43%	595,000
2015	298,424	75,508	222,555	520,979	43%	596,488
2016	299,170	75,697	223,111	522,282	43%	597,979
2017	299,918	75,886	223,669	523,587	43%	599,474
2018	300,668	76,076	224,228	524,896	43%	600,972
2019	301,420	76,266	224,789	526,209	43%	602,475
2020	302,173	76,457	225,351	527,524	43%	603,981
2021	302,929	76,648	225,914	528,843	43%	605,491
2022	303,686	76,840	226,479	530,165	43%	607,005
2023	304,445	77,032	227,045	531,490	43%	608,522
2024	305,206	77,224	227,613	532,819	43%	610,043
2025	305,969	77,417	228,182	534,151	43%	611,569
2026	306,734	77,611	228,752	535,487	43%	613,097
2027	307,501	77,805	229,324	536,825	43%	614,630
2028	308,270	77,999	229,898	538,167	43%	616,167
2029	309,040	78,194	230,472	539,513	43%	617,707
2030	309,813	78,390	231,048	540,862	43%	619,251
2031	310,588	78,586	231,626	542,214	43%	620,800
2032	311,364	78,782	232,205	543,569	43%	622,352
2033	312,142	78,979	232,786	544,928	43%	623,908
2034	312,923	79,177	233,368	546,290	43%	625,467

<sup>(1)</sup> Recycle encompasses single stream, commingled and other source separated materials, such as cardboard, newsprint, office paper, mixed paper, other paper, aluminum, steel cans, plastic, leaf waste and other materials.

<sup>(2)</sup> Processed at the WTE or SRMC

<sup>(3)</sup> Disposed at the FFLF

Table 3 – 4 shows the annual projected MSW waste generation and recyclables diversion for Dauphin County from 2014 through 2034. These waste and recycling projections are tied to the projected population increases in Table 3-2 are from the Dauphin County Municipal Waste Management Plan 2013 Non-Substantial Revision adopted October 23, 2013 and further extrapolated by LCSWMA.

**Table 3 - 4  
Dauphin County Municipal Waste Projections**

	Process/ <sup>(2)</sup> <sup>(4)</sup> dispose	C/D <sup>(3)</sup>	Recycle <sup>(1)</sup>	Total MSW for recycling rate	Recycling Rate	Total MSW including C/D
2014	204,007	43,406	83,050	287,057	29%	330,463
2015	204,619	43,536	94,300	298,919	32%	342,455
2016	205,233	43,666	105,550	310,783	34%	354,449
2017	205,848	43,797	116,800	322,648	36%	366,445
2018	206,466	43,929	117,000	323,466	36%	367,395
2019	207,085	44,061	118,000	325,085	36%	369,146
2020	207,706	44,193	119,000	326,706	36%	370,899
2021	208,330	44,325	119,500	327,830	36%	372,155
2022	208,955	44,458	120,000	328,955	36%	373,413
2023	209,268	44,525	120,180	329,448	36%	373,973
2024	209,582	44,591	120,360	329,943	36%	374,534
2025	209,897	44,658	120,541	330,438	36%	375,096
2026	210,212	44,725	120,722	330,933	36%	375,659
2027	210,527	44,792	120,903	331,430	36%	376,222
2028	210,843	44,860	121,084	331,927	36%	376,786
2029	211,159	44,927	121,266	332,425	36%	377,352
2030	211,476	44,994	121,448	332,923	36%	377,918
2031	211,793	45,062	121,630	333,423	36%	378,484
2032	212,111	45,129	121,812	333,923	36%	379,052
2033	212,429	45,197	121,995	334,424	36%	379,621
2034	212,747	45,265	122,178	334,925	36%	380,190

<sup>1)</sup> Recycle encompasses single stream, commingled and other source separated materials, such as cardboard, newsprint, office paper, mixed paper, other paper, aluminum, steel cans, plastic, leaf waste and other materials.

<sup>(2)</sup> Processed at the WTE or SRMC

<sup>(3)</sup> Disposed at the FFLF

<sup>(4)</sup> Includes Highspire Borough and Swatara Township

### 3.3 IMPACT OF RECYCLING ON FUTURE WASTE GENERATION PROJECTIONS

In Tables 3 - 3, Lancaster County Municipal Waste Projections, the assumption is made that the current level of recycling and waste reduction (approximately 43%) will be maintained throughout the planning period. In 2013, Lancaster County recycled approximately 43 percent of the waste stream through public and privately initiated

recycling and waste reduction efforts. If future recycling efforts exceed the 43 percent rate that is projected over the next 20 years, slightly less capacity will be required for processing/disposal of the balance of Lancaster County's municipal waste stream than is noted in Table 3 - 3.

In Table 3 – 4 Dauphin County Municipal Waste Projections, it is assumed the current level of recycling and waste reduction (about 26% in 2012 according to the Dauphin County 2013 Plan Update) will increase over the next five years and then level off at approximately 36% for the remainder of the 20-year planning period. If future recycling efforts exceed expectations, slightly less capacity will be required for processing/disposal of the balance of Dauphin County's municipal waste stream than is noted in Table 3 – 4.

### **3.4 CAPACITY OF WASTE-TO-ENERGY (WTE) AND SUSQUEHANNA RESOURCE RECOVERY COMPLEX (SRMC) TO PROCESS WASTE STREAM**

Lancaster and Dauphin Counties generate MSW that requires processing and/or disposal in the LCSWMA system; this in-system waste includes residential/ commercial/ institutional waste and C/D waste (after waste diversion and recycling). The amount of processible waste requiring processing at the WTE or the SRMC, from in-system generators, will grow from 501,700 tpy in 2014 to an estimated 525,700 tpy in 2034. LCSWMA is required through an agreement with Lancaster County to process or dispose of all MSW and C/D waste generated in Lancaster County at one of its facilities. Furthermore, through agreements with Dauphin County (Appendix K) and the City of Harrisburg (Appendix L), LCSWMA is required to process all MSW at the SRMC or WTE.

The C/D waste projections presented in Tables 3-3 and 3-4 are extrapolated from the Lancaster County 2010 Municipal Solid Waste Management Plan Update and the Dauphin County 2013 Municipal Waste Management Plan Non-Substantial Plan Revision. Since C/D is not processible waste, the Plans detail that Lancaster County C/D

will be directed to the Frey Farm Landfill for disposal throughout the planning period and the Dauphin County C/D disposal will remain a function of Dauphin County.

Table 3 – 5 documents the Lancaster and Dauphin County Processible Waste Capacity needed for the 20 year planning period and the capacity available.

**Table 3 - 5  
WTE & SRMC Processible Waste Availability**

	<b>Lanc Co Processible waste</b>	<b>WTE tpy capacity</b>	<b>Dauphin Co Processible Waste</b>	<b>SRMC capacity</b>	<b>Total Processible Waste</b>	<b>System Waste- to- Energy Capacity</b>	<b>System Waste-to- Energy Capacity Available</b>
2014	297,680	372,300	204,007	275,000	501,687	647,300	145,613
2015	298,424	372,300	204,619	275,000	503,043	647,300	144,257
2016	299,170	372,300	205,233	275,000	504,403	647,300	142,897
2017	299,918	372,300	205,848	275,000	505,766	647,300	141,534
2018	300,668	372,300	206,466	275,000	507,134	647,300	140,166
2019	301,420	372,300	207,085	275,000	508,505	647,300	138,795
2020	302,173	372,300	207,706	275,000	509,879	647,300	137,421
2021	302,929	372,300	208,330	275,000	511,259	647,300	136,041
2022	303,686	372,300	208,955	275,000	512,641	647,300	134,659
2023	304,445	372,300	209,268	275,000	513,714	647,300	133,586
2024	305,206	372,300	209,582	275,000	514,789	647,300	132,511
2025	305,969	372,300	209,897	275,000	515,866	647,300	131,434
2026	306,734	372,300	210,212	275,000	516,946	647,300	130,354
2027	307,501	372,300	210,527	275,000	518,028	647,300	129,272
2028	308,270	372,300	210,843	275,000	519,112	647,300	128,188
2029	309,040	372,300	211,159	275,000	520,199	647,300	127,101
2030	309,813	372,300	211,476	275,000	521,289	647,300	126,011
2031	310,588	372,300	211,793	275,000	522,380	647,300	124,920
2032	311,364	372,300	212,111	275,000	523,475	647,300	123,825
2033	312,142	372,300	212,429	275,000	524,571	647,300	122,729
2034	312,923	372,300	212,747	275,000	525,670	647,300	121,630

In addition to in-system generated processible waste, the combined WTE and SRMC facilities have capacity that is utilized for processing residual waste or out-of-county

waste (SRMC) to optimize operations and spread capital and operating costs over additional tons.

As processible waste generated in Lancaster and Dauphin Counties continues to grow, this capacity will be utilized by replacing the residual or out-of-county waste with Lancaster and Dauphin County's waste.

### **3.5 CAPACITY OF TRANSFER STATION TO HANDLE PROJECTED WASTE STREAM**

#### 3.5.a Transfer Station Complex

The Transfer Station Complex consists of the main Transfer Station, the Small Vehicle Drop-Off (SVDO) building, the Household Hazardous Waste Facility (HHW), the maintenance facility and LCSWMA's administrative office. The recently upgraded transfer station complex is capable of handling its waste transfer, recycling, and HHW processing needs throughout the planning period. The Transfer Station, which is permitted for 2,200 tons per day, operated at an average of 1,239 tons per day in 2013, which is 56% of the permitted capacity.

#### 3.5.b. Additional Transfer Stations

Over this twenty-year planning period, LCSWMA may pursue opportunities or initiate studies to address longer term disposal and processing needs. To provide for more efficient transportation of waste originating in the southern and/or eastern parts of the County, LCSWMA may consider developing additional transfer stations in these areas or nearby in adjacent counties. These satellite transfer stations would be sited in industrially or commercially zoned parcels likely close to (or on) a major travel artery, such as Routes 23, 30, 41, 222, 272 or 322. As the eastern and southern areas of the County have become more populated in recent decades, transfer stations have become more viable in these "waste sheds" (also known as catchment areas as defined in the



1986 Solid Waste Management Plan). The waste sheds discussed herein differ slightly from the catchment areas discussed in the 1986 Plan. For the purposes of this Plan Update, two waste sheds are defined for potential satellite transfer stations (illustrated in Figure 3-1):

- A. Northeast waste shed – comprised of Adamstown, Denver, New Holland and Terre Hill Boroughs and Brecknock, Caernarvon, Earl, East Cocalico, East Earl and Salisbury Townships
- B. South waste shed – comprised of Christiana, Quarryville and Strasburg Boroughs and Bart, Colerain, Drumore, East Drumore, Eden, Fulton, Little Britain, Martic, Paradise, Providence, Sadsbury and Strasburg Townships

Constructing satellite transfer facilities would achieve the same goal in these areas of the County as LCSWMA's main Transfer Complex does in the central part of the County. The main goal of the Transfer Complex is the consolidation of waste for more efficient transportation to the WTE or SRMC (processable MSW) or FFLF (C/D), depending on the type of waste. The efficiencies gained through waste consolidation reduce truck traffic while allowing haulers to minimize travel time between their routes and the disposal facility. Waste consolidation saves fuel, reduces emissions and reduces collection costs. In 2013, 84,656 incoming loads were received at the Harrisburg Pike Transfer Complex. LCSWMA hauled 14,771 transfer trailers to either the WTE or FFLF, resulting in an 83% reduction in truck traffic.

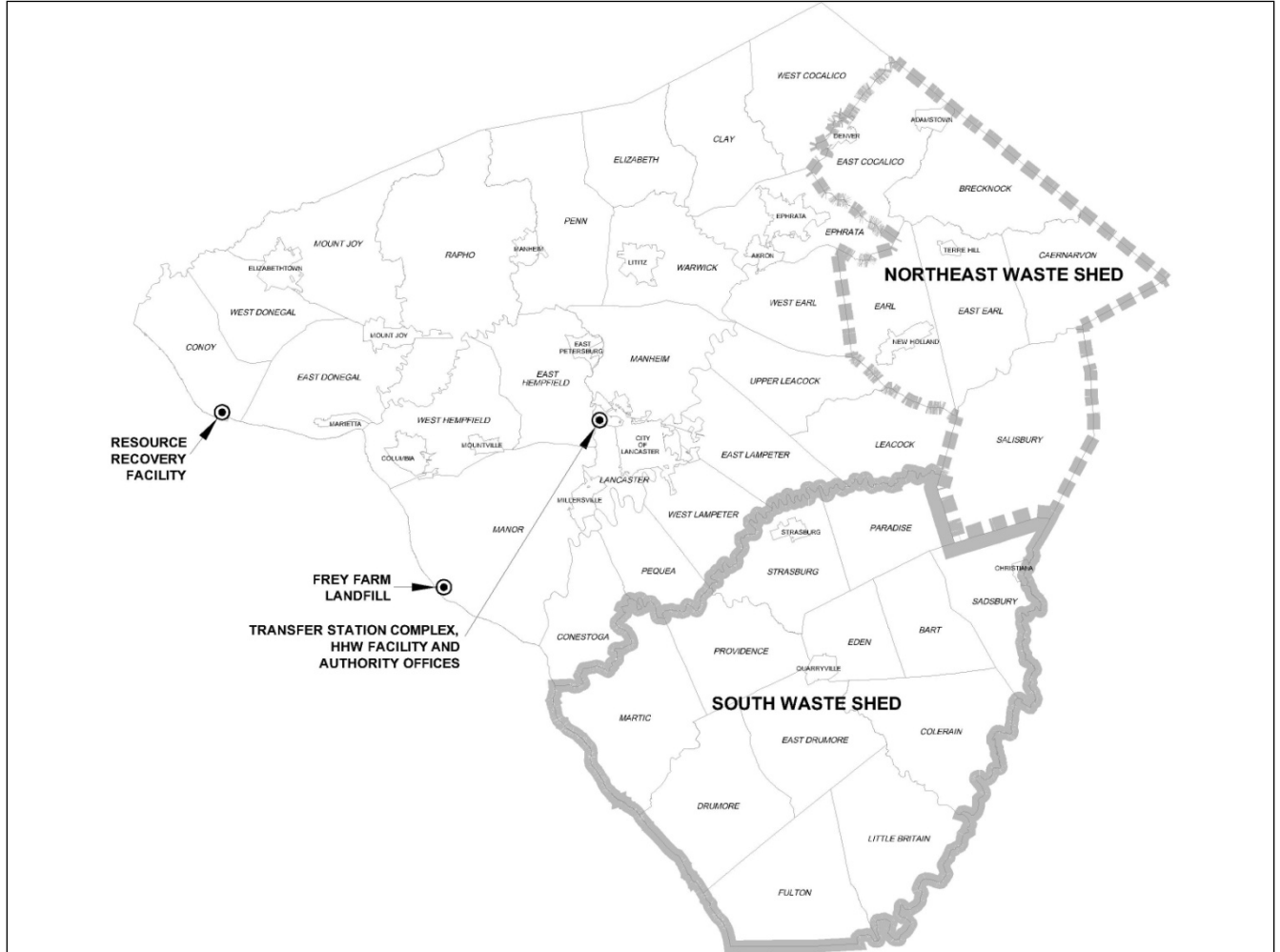
In 2013, 4,801 loads totaling 28,984 tons were delivered to LCSWMA facilities from the south waste shed, while 4,291 loads totaling 32,753 tons were delivered from the northeast waste shed. Using a payload of 20 tons per transfer trailer, satellite transfer facilities would reduce the number of trucks traveling on the major arteries in the south waste shed from 4,801 to 1,450, or approximately 70% and the northeast waste shed

from 4,291 to 1,638, or approximately 62%. Additionally, these transfer stations would help to reduce the amount of truck traffic in and around the Transfer Complex on the Harrisburg Pike. This is one of Lancaster County's most heavily traveled arteries, with sections of the roadway carrying over 25,000 vehicles per day, according to the County's Long Range Transportation Plan.

Over the 20-year plan period, truck traffic that provides waste collection service in these areas will increase. According to estimates developed by the Lancaster County Planning Commission, the population in municipalities that make up the south waste shed will increase 16% during the next 20 years. Similarly, the estimated increase in the northeast waste shed municipalities is 18%. As these areas see continued population growth, the truck reduction benefit that can be realized from satellite transfer stations will become even greater than the 2013 data shows.

If additional transfer stations were located on the perimeter of the County or in an adjacent county, they could serve not only haulers and residents of the County located near that facility, but would likely serve waste sheds in the adjacent county should LCSWMA develop further cooperative regional relationships. Such arrangements may be beneficial for obtaining additional waste that would replace other out-of-system waste currently being processed at the WTE and SRMC facilities. If LCSWMA decides to pursue the construction of additional transfer stations in or out of the County, public meetings will be held in that region to gather input from residents and offer information as to the local benefits of doing so.

Figure 3 - 1 – Northeast and South Waste Sheds



### **3.6 CAPACITY OF FREY FARM LANDFILL TO HANDLE PROJECTED WASTE STREAM**

#### 3.6.a. Frey Farm Landfill

As explained in Chapter 2, the FFLF is projected to reach capacity by 2019. LCSWMA, in anticipation of the Frey Farm Landfill reaching capacity in 2019, began exploring solutions for waste disposal over the course of the past eight years. In 2002, the ARM Group, Inc, the landfill consultant for LCSWMA, proposed information for consideration on a Creswell Re-Use Landfill Expansion. In September of 2005, a Preliminary Engineering Design Report for the Creswell Re-Use Landfill concept was prepared by the ARM Group. The preliminary report results indicated that the Creswell Re-use Landfill would add approximately 143 acres to the landfill footprint, with a net capacity of 30.2 million cubic yards of air space. The projected site life of this landfill project was estimated to be over fifty (50) years. However, due to a much lower capital cost, as well as DEP's permitting of mechanically stabilized earth (MSE) berms in other similar expansions in the south central region, LCSWMA is now pursuing a vertical expansion of the FFLF as explained in the following section.

#### 3.6.b Frey Farm Landfill Expansion

In April of 2008, LCSWMA began exploring a vertical expansion of the current Frey Farm Landfill as a possible expansion alternative. The Frey Farm Landfill vertical expansion (FFLF VE) utilizes the existing FFLF permit and disposal site, without causing interruption to its current operations. The FFLF VE would employ an MSE berm around the perimeter of the landfill footprint. The MSE berm would enable LCSWMA to establish an effective capacity increase without a substantial liner footprint increase or setback conflicts. The FFLF VE project would add about 10 million cubic yards of disposal capacity at the landfill, would achieve a 20+ year extension to the site life at the FFLF,

and would allow LCSWMA to extend landfill operations at that site until (approximately) 2042.

The FFLF VE would add approximately 10 acres of additional liner system, but would utilize the existing landfill footprint and liner system. A FFLF expansion project was initially considered circa 2000, but MSE berms were not permitted in the Southcentral region of PADEP at the time as a use for landfill berms. Since 2002, multiple MSE berms have been, or will be, constructed in central Pennsylvania.

Both the Creswell Re-Use Landfill Expansion and the FFLF VE are technically feasible, environmentally sound and economically feasible design considerations for LCSWMA. LCSWMA has decided to pursue the FFLF VE because the capital costs at years 5, 10, 15 and 20 of the landfill expansion project, as well as the per-cubic-yard costs are less than with the Creswell Re-Use Landfill Expansion project. The FFLF VE expansion will allow LCSWMA to continue operation with no operational downtime during construction. The FFLF VE will allow LCSWMA to gain disposal capacity needed throughout the ten-year planning period (and longer) for disposal of ash residue from the WTE, bypassed processible MSW, biosolids, certain permitted residual wastes and C&D waste generated in the County.

### **3.7 CONCLUSIONS AND RECOMMENDATIONS**

The WTE and SRMC have capacity to process in-system waste as documented in Chapter 3. In addition to in-system generated processible waste, the facilities have capacity that is utilized for processing residual or out-of-county waste to optimize operations and spread costs over additional tons.

In order to provide for more efficient transportation of waste originating in the southern and eastern parts of the County, LCSWMA may consider developing one or more satellite transfer stations. The new transfer station(s) would improve transportation efficiencies

through the consolidation of waste. Additionally, if these transfer stations were located on the perimeter of the County, they could also serve to provide waste from the adjoining county to more fully utilize WTE and SRMC available capacity.

As noted in Chapter 2, at the current fill rate of 1,105 tons per day, the remaining available disposal capacity in the currently permitted cells of the Frey Farm Landfill is expected to be filled by 2019. The benefits of reducing the quantity of wastes landfilled include an extension of landfill cell operating life, the additional generation of renewable energy from waste that would otherwise be landfilled, the economic benefits associated with longer periods between required cell construction, and environmental benefits of reduced quantities of waste landfilled.

There is a need for expansion to the landfill disposal capabilities of LCSWMA, to accept ash residue from the WTE and SRMC, biosolids, certain permitted residual wastes and C&D waste generated in the County. There is also a need for landfill capacity for disposal of processible waste, for times when the WTE is unavailable, or if it cannot process all processible waste that needs to be handled. The Frey Farm Landfill Vertical Expansion Project (FFLF VE) will be developed by LCSWMA, and, if approved, will provide landfill disposal capacity to meet all of LCSWMA's needs throughout the planning period and longer (estimated to be beyond year 2040). Given the long lead times required to develop and construct such a project, the planning and permitting work has commenced on the FFLF VE.

## **CHAPTER 4 DESCRIPTION OF RECYCLABLE MATERIALS**

This chapter describes the recycling activities taking place in Lancaster 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**

In 2013, approximately 43% of the municipal waste stream was recycled in Lancaster County. An examination of data from the most recent (2003) statewide waste composition study conducted in Pennsylvania, for which one of the sorting sites was the WTE, suggested that of the remaining municipal waste currently being combusted/disposed of at LCSWMA facilities, there is additional discarded waste 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; the percentage of people that participate in recycling; how easily the materials can be segregated for recovery; and how efficient people are in diverting the materials for recycling.

### **4.2 EXISTING MATERIAL RECOVERY OPERATIONS**

Municipalities and businesses in Lancaster County continually improve in reducing the amount of municipal waste requiring disposal. Forty-four (44) of the County's 60 municipalities have implemented curbside recycling collection programs and three (3) municipalities have drop-off recycling centers. Thirteen municipalities have no municipally managed recycling program, but one (1) of these municipalities without a recycling program has a LCSWMA recycling drop-off site within its borders. Likewise, businesses and institutions have developed programs to divert materials from the waste

stream. Collectively, the efforts have resulted in an increased recycling rate from 35 percent in 2003 to 43 percent in 2013. Table 4 - 1 from ReTRAC shows the materials and tons recycled in each of the past 5 years. The total amount of recyclables recovered in 2013 was 221,217 tons. In addition, the WTE has a ferrous and non-ferrous materials recovery system as part of its ash processing, which captures most metals that are not source-separated from the waste stream prior to combustion.

**Table 4 - 1 Recycling Tonnage by Material Type**

<b>Materials</b>	<b>2009 (Tons)</b>	<b>2010 (Tons)</b>	<b>2011 (Tons)</b>	<b>2012 (Tons)</b>	<b>2013 (Tons)</b>
<b>Paper</b>					
Cardboard (C01)	45,918.20	51,989.40	52,337.80	64,538.20	64,328.00
Computer paper (PA5)	10.80				
Magazines (PA1)	21,179.20	19,989.60	19,411.80	17,937.80	20,677.80
Mixed paper (PA3)	8,155.90	1,316.70	3,309.90	1,791.90	2,841.10
Newsprint (PA2)	4,241.60	3,936.80	3,439.30	4,013.20	3,333.60
Office paper (PA4)	2,583.20	3,213.60	2,585.60	3,020.10	2,840.50
Phone books (PA6)	4.40	9.80		1.10	
Drum fiber (DR3)		188.20	22.90	159.50	31.40
<b>TOTAL PAPER</b>	<b>82,093.30</b>	<b>80,644.10</b>	<b>81,107.30</b>	<b>91,461.80</b>	<b>94,052.40</b>
<b>Metals</b>					
Aluminum cans (AA1)	317.80	422.60	484.00	320.00	406.20
Aluminum scrap (AA2)	422.90	506.40	693.90	1,523.70	3,002.10
Brass (N03)	5.60	8.70	1.90	92.70	230.40
Copper (N02)	40.50	518.20	45.80	489.40	1,409.90
Ferrous metals (F01)	11,297.90	8,234.70	14,023.70	19,405.60	37,621.60
Non-ferrous metals (N01)	241.00	256.40	294.40	1,503.20	702.30
Lead (N04)	0.40	0.10	3.40	177.30	55.70
Nickel (N10)	3.30	5.40	6.00	4.20	83.20
Stainless steel (N05)	60.30	167.40	77.00	383.90	619.00
Steel and bimetallic (tin) cans (F02)	157.10	129.00	873.70	33.80	39.50
White goods (F03)	1,528.40	1,332.40	1,017.60	914.90	806.50
Drums steel (DR2)	107.10	359.80	141.00	75.30	64.10
Wire/cable (W01)	11.80	19.50	4.00	140.30	26.00



Table 4 - 1 Recycling Tonnage by Material Type

Materials	2009 (Tons)	2010 (Tons)	2011 (Tons)	2012 (Tons)	2013 (Tons)
Mixed cans (MX2)			0.10	5.20	0.30
Mixed metals (MM1)	996.10	2,092.10	2,688.40	1,998.90	2,167.20
<b>TOTAL METALS</b>	<b>15,190.20</b>	<b>14,052.70</b>	<b>20,354.90</b>	<b>27,068.40</b>	<b>47,234.00</b>
<b>Glass</b>					
Clear glass (GL1)		0.40	0.20		
Mixed glass (GL2)	13.50	13.50	13.50	7.70	8.00
Other glass (GL6)	0.10				
<b>TOTAL GLASS</b>	<b>13.60</b>	<b>13.90</b>	<b>13.70</b>	<b>7.70</b>	<b>8.00</b>
<b>Plastics</b>					
#1 Plastic (PETE) (PL1)	93.30	11.00	9.90	80.60	73.10
#2 Plastic (HDPE) (PL2)	177.10	175.60	126.30	138.50	35.80
#3 Plastic (PVC) (PL3)	1.30	2.00	59.70	17.30	14.30
#4 Plastic (LDPE) (PL4)	270.80	462.20	238.40	250.60	389.70
#5 Plastic (PP) (PL5)	120.80	233.10	89.60	16.60	81.50
#6 Plastic (PS) (PL6)	249.70	44.50	44.70	6.70	39.70
Film plastic (PL8)	749.30	533.50	786.50	711.70	558.10
Mixed plastics (PL7)	191.90	312.00	457.30	608.60	1,148.70
Other plastics (PL9)	41.30	195.80	159.00	108.70	409.40
Drum plastic (DR1)	10.00	101.20	35.90	74.00	51.20
<b>TOTAL PLASTICS</b>	<b>1,905.50</b>	<b>2,070.90</b>	<b>2,007.30</b>	<b>2,013.30</b>	<b>2,801.50</b>
<b>Organics</b>					
Food waste (FW1)	883.80	1,014.40	5,644.60	4,536.90	3,598.90
Wood waste (WW1)	16,006.70	22,026.20	15,174.30	19,160.00	12,235.90
Yard and leaf waste (Y01)	27,622.10	23,420.30	26,515.00	32,369.80	24,607.20
<b>TOTAL ORGANICS</b>	<b>44,512.60</b>	<b>46,460.90</b>	<b>47,333.90</b>	<b>56,066.70</b>	<b>40,442.00</b>
<b>Commingled</b>					
Commingled materials (XXX)	2,863.60	3,115.00	2,579.40	2,575.60	2,404.40
<b>TOTAL COMMINGLED</b>	<b>2,863.60</b>	<b>3,115.00</b>	<b>2,579.40</b>	<b>2,575.60</b>	<b>2,404.40</b>
<b>Single Stream</b>					
Single stream (SS1)	19,838.50	19,161.40	22,941.10	23,750.90	23,762.20
<b>TOTAL SINGLE STREAM</b>	<b>19,838.50</b>	<b>19,161.40</b>	<b>22,941.10</b>	<b>23,750.90</b>	<b>23,762.20</b>
<b>Hazardous Waste</b>					

**Table 4 - 1 Recycling Tonnage by Material Type**

<b>Materials</b>	<b>2009 (Tons)</b>	<b>2010 (Tons)</b>	<b>2011 (Tons)</b>	<b>2012 (Tons)</b>	<b>2013 (Tons)</b>
Antifreeze (O02)	73.40	138.30	145.20	424.10	43.00
Catalytic converters and radiators (V01)	12.50	20.80	361.40	61.50	13.30
Oil filters (OL3)	33.80	46.10	44.20	25.00	17.10
Used oil (OL2)	442.70	520.40	450.20	1,006.10	387.80
Lead acid batteries (B01)	5,352.50	531.10	534.00	352.90	405.20
Nickel-cadmium batteries (B02)	9.10	12.70	18.10	3.60	28.30
Circuit Boards (CB1)	2.60	1.50			
Consumer electronics (CRT)	504.20	555.20	697.80	729.50	1,274.80
Fluorescent tubes (FL1)	31.70	36.90	41.30	58.30	52.90
Household hazardous waste (HHW)	1.60	3.60	0.10		56.30
<b>TOTAL HAZARDOUS WASTE</b>	<b>6,464.10</b>	<b>1,866.60</b>	<b>2,292.30</b>	<b>2,661.00</b>	<b>2,278.70</b>
<b>Other</b>					
Clothing and textiles (M03)	45.90	138.90	132.20	153.20	91.20
Construction: Ceiling tiles and gypsum (M02)	7,041.10	18,860.00	17,695.60	12,563.90	3,609.20
Furniture and furnishings (M04)		1.40	1.00	3.50	0.50
Mattresses (MT1)				1.00	2.00
Rubber tires (M01)	5,750.20	7,812.60	6,020.10	4,413.00	4,305.20
Miscellaneous/Other consumer items (MIS)	51.90	18.10	35.00	196.70	225.50
<b>TOTAL OTHER</b>	<b>12,889.10</b>	<b>26,831.00</b>	<b>23,883.90</b>	<b>17,331.30</b>	<b>8,233.60</b>
<b>TOTAL TONNAGE</b>	<b>185,770.50</b>	<b>194,216.50</b>	<b>202,513.80</b>	<b>222,936.70</b>	<b>221,216.80</b>

### 4.3 SUMMARY OF MUNICIPAL RECYCLING PROGRAMS

Table 4-4, located at the end of this chapter, lists each of the County's municipalities, the type of residential recycling program used and the materials collected by the program.

Materials collected by the various recycling programs in the County are generally delivered to one of seven privately owned and operated material recovery facilities (MRFs). Table 4 - 2 lists the name, address, and telephone number for each of the MRFs that accept recyclable materials for processing and marketing.

Lancaster County municipalities, with technical assistance from LCSWMA, have also made efforts to collect and recycle yard waste materials such as leaves, brush and tree trimmings, garden debris, and Christmas trees. Residents and private haulers dispose of the yard waste at one of eight municipal sites or three private composting sites and several farms. Table 4-3 summarizes the yard waste facilities in the County and the municipalities that use these facilities to manage their materials.

Additionally, LCSWMA has assisted Columbia Borough in acquiring a general permit for a food waste composting program at their municipal yard waste site. According to the EPA, (<http://www.epa.gov/waste/consERVE/foodwaste/>) food waste makes up an estimated 21% of total MSW in the United States. This material contains significant moisture content so when it is properly incorporated into compost piles consisting of leaves and other yard wastes, it speeds up the composting process and enhances the final product. The Borough collects food waste from facilities in their school district, a local-owned grocery store, and several restaurants. Although the economics of collection of this material make it difficult to divert from the waste stream, as businesses and institutions continue to look to lower disposal costs, the infrastructure could develop to make food waste economically feasible to divert. Columbia charges a tip fee for food waste that is much less than the tip fee that the business/institution would have to pay to dispose of the material with the rest of their waste. The tip fee that Columbia charges mostly covers the cost of collection and processing, helping to make their composting program sustainable. LCSWMA assisted Columbia Borough with grant applications, securing permits, and other technical assistance related to the development of this pilot project. Over the 20 year planning period, LCSWMA will provide other municipalities and private facilities

with technical assistance to develop food waste composting programs modeled after Columbia Borough's pilot program. LCSWMA will also monitor new technology and composting methods for application at yard waste sites throughout the County.

#### **4.4 BENEFITS OF RECYCLING**

The ReTRAC Environmental Benefits Report based upon EPA WARM conversion factors last updated in October 2012 (version 12) show the County's 2013 total recycling efforts were the equivalent of the following estimated savings and reductions:

- A net reduction in greenhouse gas (GHG) emissions by 100,139 metric tons of carbon equivalent (MTCE);
- A reduction in the net energy consumption by 1,834,612 million BTUs (British Thermal Units);
- EPA Equivalent Factors for Emissions saved were:
  - 16,392 passenger vehicle GHG emissions,
  - 8,820,764 gallons of gasoline, or
  - 182,980 barrels of oil.
- EPA Equivalent Factors for Energy saved were:
  - 4,049 annual household energy usage or
  - 3,278,384 home barbecue propane cylinders.
- EPA Equivalent Factor for Resources saved were 608 acres of standing forest
- Other Resources saved by Recycling included 79.5 tons from steel recycling which were derived from:
  - 49.4 tons of iron ore saved,
  - 27.7 tons of coal saved, and

- o 2.4 tons of limestone saved.

**Table 4 - 2 - Material Recovery Facilities (MRFs) That Process Commingled, Single Stream and Source Separated Recyclables Serving Lancaster County**

Penn Waste 85 Brick Yard Road Manchester, PA 17345 (717) 767-4456	Republic Services 370 South Henderson Road King of Prussia, PA 19406 (610) 265-8941	Good's Disposal Service 4361 Oregon Pike Ephrata, PA 17522 (717) 859-1879
Recycle America 4555 Mount Pisgah Road York, PA 17402 (717) 246-0262	Shell's Recycling Center 640 South Franklin Street Lancaster, PA 17602 (717) 394-6640	

#### **4.5 MEETING AND EXCEEDING 35 PERCENT RECYCLING GOAL**

Upon reaching the 25 percent recycling goal specified in Act 101 in 1997, the Governor's Office established a new goal of 35 percent recycling to be achieved by 2003. Lancaster County reached a recycling rate of 35 percent in 2003, which has continued to increase to 43 percent by 2013.

In an effort to reach the new goal, LCSWMA focused on strategies designed to expand or supplement existing recycling programs and improve current data collection efforts. LCSWMA expanded their recycling programs such as the HHW collection program. Furthermore, LCSWMA provided assistance to municipalities developing or expanding programs such as additional yard waste collection (woody materials).

A trend in packaging is occurring, away from heavier glass and metal containers to lighter, thinner-walled plastics and aluminum. This is a positive trend in source (tonnage) reduction, but also results in a lighter tonnage (and therefore, lower weight-based "percent recycled" tonnage) being recycled. Thus, the actual "percent recycled" rate (i.e. 43%) is becoming of less importance than just taking steps to optimize recycling,

where practical. Even maintaining a 43% recycling rate over time may require increased recycling of lighter materials.

Currently, 13 of the County's 60 municipalities do not have a recycling program in place. One strategy to further boost diversion is to encourage these municipalities to implement recycling programs. LCSWMA will provide technical assistance to help these municipalities if they choose to initiate drop-off programs or, if there is sufficient interest, curbside collection programs.

Businesses and institutions can be encouraged to reassess their efforts and expand recycling programs where it is economically feasible. Such entities, that are located in municipalities both where recycling is or is not mandated, can still be encouraged to implement programs where it makes economic business sense. Additionally, LCSWMA will look for ways to continue to improve recycling data collection to include this additional tonnage. One method under consideration is to contact directly major retailers that manage their own recyclables. Going to the source ensures that data is gathered for all locations in the County, including data from generators in municipalities where recycling is not mandated that may not be reporting recycling data to LCSWMA.

LCSWMA believes that concentrating on the types of strategies described above will ensure that the current 43 percent rate is maintained.

**Table 4- 3 - Summary of Municipal Yard Waste Facilities in Lancaster County**

Facility Operator	Type of Material Collected*									Location
	BR	B	L	GC	G	T	WC	WW	S	
Columbia Borough	X	X	X	X		X	X	X		254 Blue Lane, Columbia
Lancaster Twp Maintenance Facility	X	X	X	X	X	X				1357 Meadowcreek Lane, Lancaster
Manheim Twp Compost Park	X	X	X	X	X	X	X			2775 Oregon Pike, Lancaster
Manor Twp Compost Site	X	X	X	X	X	X				Charlestown Road, Lancaster
Mount Joy Borough	X	X	X			X			X	159 S Jacob St., Mount Joy
Salisbury Township	X	X	X	X		X				5581 Old Philadelphia Pike, Gap
Terre Hill Borough	X	X	X	X	X	X				426 Linden St., Terre Hill
Warwick Township	X	X	X			X			X	550 Stauffer Rd., Lititz
West Earl Township	X	X	X	X	X	X				161 Locust St., Talmage

\* BR = Branches, B=Brush, L = Leaves, GC=Grass Clippings G=Grass (Sod), T=Tree Trimmings, WC = Wood Chips, WW = Wood Waste (Clean), S=Stumps Land Clearing Debris

**Table 4 - 4 Lancaster County Municipal Recycling Program Summary**

Municipality	Program	Single Stream <sup>1</sup> or Commingle <sup>2</sup>	Leaf Waste	White Goods	Tires	Christmas Trees	OCC/ Paper Drop-off
Adamstown Borough	Curbside	X	X	X	X		
Akron Borough	Curbside	X	X	X	X	X	
Bart Township	N/A						
Brecknock Township	N/A						
Caernarvon Township	Curbside & Drop-Off	X		X	X		
Christiana Borough	Curbside	X	X	X	X	X	
Clay Township	N/A						
Colerain Township	N/A						
Columbia Borough	Curbside	X	X	X	X	X	
Conestoga Township	N/A						
Conoy Township	N/A						
Denver Borough	Curbside	X	X	X	X	X	
Drumore Township	N/A						

<b>Table 4 - 4 Lancaster County Municipal Recycling Program Summary</b>							
<b>Municipality</b>	<b>Program</b>	<b>Single Stream<sup>1</sup> or Commingle<sup>2</sup></b>	<b>Leaf Waste</b>	<b>White Goods</b>	<b>Tires</b>	<b>Christmas Trees</b>	<b>OCC/ Paper Drop-off</b>
Earl Township	Curbside	X	X	X	X	X	
East Cocalico Township	Curbside	X	X	X	X	X	X
East Donegal Township	Curbside	X	X	X	X	X	X
East Drumore Township	N/A						
East Earl Township	N/A						
East Hempfield Township	Curbside	X	X	X	X	X	X
East Lampeter Township	Curbside	X	X	X	X		
East Petersburg Borough	Curbside	X	X	X	X	X	X
Eden Township	N/A						
Elizabeth Township	Drop-Off	X					
Elizabethtown Borough	Curbside	X	X	X	X	X	
Ephrata Borough	Curbside	X	X	X	X	X	X
Ephrata Township	Curbside	X	X	X	X		
Fulton Township	Drop-Off	X					
Lancaster City	Curbside	X	X	X	X	X	X
Lancaster Township	Curbside	X	X	X	X	X	X
Leacock Township	N/A						
Lititz Borough	Curbside	X	X	X	X	X	
Little Britain Township	Drop-Off	X					
Manheim Borough	Curbside	X	X	X	X	X	X
Manheim Township	Curbside	X	X	X	X		
Manor Township	Curbside	X	X	X	X		
Marietta Borough	Curbside	X	X	X	X	X	
Martic Township	N/A						
Millersville Borough	Curbside	X	X	X	X	X	
Mount Joy Borough	Curbside	X	X	X	X	X	
Mount Joy Township	Curbside	X	X	X	X	X	X
Mountville Borough	Curbside	X	X	X	X	X	
New Holland Borough	Curbside	X	X	X	X	X	
Paradise Township	Curbside	X		X	X		
Penn Township	Curbside	X	X	X	X	X	
Pequea Township	Curbside	X	X	X	X	X	
Providence Township	Curbside	X	X	X	X	X	
Quarryville Borough	Curbside	X	X	X	X		
Rapho Township	Curbside	X	X	X	X	X	
Sadsbury Township	N/A						
Salisbury Township	Curbside	X	X	X	X	X	
Strasburg Borough	Curbside	X	X	X	X		



<b>Municipality</b>	<b>Program</b>	<b>Single Stream<sup>1</sup> or Commingle<sup>2</sup></b>	<b>Leaf Waste</b>	<b>White Goods</b>	<b>Tires</b>	<b>Christmas Trees</b>	<b>OCC/ Paper Drop-off</b>
Strasburg Township	Curbside	X					
Terre Hill Borough	Curbside	X	X		X		
Upper Leacock Township	Curbside	X	X	X	X	X	
Warwick Township	Curbside	X	X	X	X	X	
West Cocalico Township	Curbside	X			X		
West Donegal Township	Curbside	X	X	X	X	X	X
West Earl Township	Curbside	X	X	X	X	X	X
West Hempfield Township	Curbside	X	X	X	X	X	X
West Lampeter Township	Curbside	X	X	X	X	X	X
LCSWMA <sup>3</sup>	Drop-Off	X	X	X	X		

<sup>1</sup> Single Stream consists of newsprint, magazines, mixed paper, office paper, boxboard, corrugated cardboard, glass, aluminum, steel/bi-metal, and plastics.

<sup>2</sup> Commingle consists of newsprint, glass, aluminum, steel/bi-metal and plastics.

<sup>3</sup> LCSWMA accepts materials at Transfer Station, Waste-to-Energy Facility and Frey Farm Landfill

## **CHAPTER 5 SELECTION AND JUSTIFICATION**

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

### **5.1 OVERVIEW OF SELECTED MUNICIPAL WASTE MANAGEMENT SYSTEM**

The current municipal waste system was developed by the Lancaster County Solid Waste Management Authority (LCSWMA), on behalf of Lancaster County, in accordance with the Municipal Waste Management Agreement (Appendix A). The Municipal Waste Management Agreement has been extended through December 31, 2044. (Appendix B) The System involves a combination of public and private participation. Collection services for recyclables and all types of waste are managed by the private sector. LCSWMA manages the processing and disposal of MSW from residences and businesses. Processing and recycling/disposal of C&D waste and white goods are shared between LCSWMA and the private sector. LCSWMA assists with the consolidation and shipping of mixed recyclables at its Transfer Station, and the private sector manages the processing and marketing of recyclables. Yard waste, biosolids and septage are managed by a combination of private and municipal entities. Infectious and chemotherapeutic waste is managed privately. LCSWMA plans to maintain this system over the twenty-year planning period covered by this Plan Update.

To ensure the tipping fee revenues that are necessary to construct, operate and maintain LCSWMA's Integrated System, municipal waste generated in Lancaster County is directed to Authority facilities through a combination of waste flow ordinances and hauler agreements. This flow control system has continually been in effect, and has further evolved over the past 20 years (hauler agreements began in 1994). LCSWMA essentially has three tiers of municipal waste flow control in place:

1. Municipal Waste Flow Ordinances. 59 of the 60 Lancaster County municipalities enacted ordinances that designate LCSWMA with the responsibility to manage their municipal waste. In order to fulfill this responsibility, the ordinances further state that each municipality's municipal waste must be directed to LCSWMA facilities. These ordinances were executed by municipalities in late 1986/early 1987. An example of a Municipal Waste Flow Ordinance is located in Appendix C.
2. County Waste Flow Ordinance. This ordinance establishes that, as LCSWMA is the entity responsible for managing the municipal waste on behalf of 59 of the 60 Lancaster County municipalities, it is necessary for this waste to be delivered to LCSWMA facilities. The County Waste Flow Ordinance is located in Appendix D.
3. Hauler Agreements. LCSWMA and all haulers collecting more than 100 TPY of MSW have entered into agreements specifying that haulers must deliver municipal waste generated in the County to LCSWMA facilities. The hauler is provided with a per-ton rebate on a quarterly basis for abiding by the agreement. Initial Hauler Agreements were established in 1994, and all haulers as noted above have entered into new five-year agreements that now extend through 2017.

The reasons for selecting continuation of the current system are as follows:

- **Fulfillment of Public Goals**—This has been the preferred system selected by Lancaster County municipalities and public officials, as originally described in the 1986 Municipal Solid Waste Management Plan, and as confirmed in multiple updates to that Plan. This fully Integrated System was selected based upon the technical, economic, environmental and long-term merits that are discussed in detail in the earlier Plan. LCSWMA, in its delegated role to effectively manage all municipal waste generated in the County, values these merits.

- Efficiency—Materials are currently flowing from points of generation to processing and disposal or recycling sites efficiently. The locations of Authority facilities for transfer, processing and/or disposal of MSW and C&D waste are convenient to haulers. Other C&D processing facilities within the County offer convenient options for generators willing to source-separate C&D waste. LCSWMA provides a convenient curbside-collected recyclables consolidation point, with efficient transfer of recyclables to private processing facilities. Private and public facilities are available throughout the County for the management of yard waste, biosolids and septage.
- Cost-Effectiveness—Haulers have voluntarily opted to enter into the five-year contracts with LCSWMA to deliver MSW to Authority facilities. The current Authority tipping fees, which include rebates for those that deliver minimum quantities of waste to Authority facilities, are competitive with rates at other facilities in the region. In addition, the locations of Authority facilities are convenient and minimize transportation costs to the haulers, thus neutralizing any advantage that might result from lower tipping fees at out-of-state facilities. Also, there are many options within the County for managing recyclables, yard waste, biosolids and septage, and other special wastes. Having a number of facilities available results in competitive costs to system users.
- Provision of Sufficient Capacity—LCSWMA has continued to provide a municipal waste processing and disposal system that insures sufficient disposal capacity is available for Lancaster County’s residents and businesses, in an efficient, cost-effective and environmentally conscious manner. As mentioned in Chapter 3, the amount of waste processed at LCSWMA facilities is projected to increase over the next twenty years. In order to continue to provide for the County’s needs, this plan presents the steps LCSWMA is taking to provide processing and disposal capacity past the twenty-year planning period.

5.1.a Existing Municipal Waste Processing Systems

LCSWMA will continue to utilize the Waste-to-Energy Facility to process most of the MSW generated in Lancaster County. The purchase of the SRMC in Dauphin County ensures available municipal waste processing capacity for all in-system processible waste over the 20 year planning term. The 2010 Plan Update had provided for the possible expansion of the WTE from 1,200 to 1,800 TPD which is less likely to be necessary during this 20 year planning period now that LCSWMA owns the SRMC.

LCSWMA's WTE and SRMC are the key components for processing the in-system municipal waste. Due to the mechanical nature of energy-from-waste facilities, there are, and will continue to be, scheduled and unscheduled events where some or all of the facility may not be available for processing. The SRMC will further offer redundancy in processing, transferring, and disposing of waste. Waste that is delivered to the LCSWMA Transfer Station can be transferred to the WTE, the Frey Farm Landfill. Likewise, waste delivered to the SRMC could be processed there or transferred to the WTE. This flexibility will allow LCSWMA to manage future anticipated increases in waste originating from Lancaster and Dauphin Counties, manage any planned or unplanned outages at either energy-from-waste facility, and use the aforementioned assets to form a regional waste management system.

LCSWMA will continue to depend on its Household Hazardous Waste (HHW) Facility to manage HHW delivered by County residents. Separate management of HHW is possible through use of this facility, and provides a no-cost option for residents who prefer to keep these materials out of the municipal waste stream; it is also useful for managing certain materials that are potentially problematic for the WTE.

White goods received by LCSWMA will continue to be managed by having a LCSWMA-certified staffer remove the gas from appliances that contain CFCs at LCSWMA's facilities, and by transporting these and all other white goods to a shredding operation

for recovery of metals. White goods from other sources that do not contain CFCs will continue to be delivered directly to scrap processors for metals recovery. The current system is adequate to manage the processing of white goods generated in the County, and no further options are being explored at this time.

Finally, the County will continue to utilize the current system for managing infectious and chemotherapeutic wastes. The system, which relies primarily on on-site processing to reduce the waste and render it sterile, supplemented by collection and processing of this material by the private sector where on-site processing is not available, with final disposal of the sterilized material at LCSWMA's Frey Farm Landfill, is adequate to meet the needs of the County for the twenty-year planning period. No further processing options are being considered at this time.

#### 5.1.b Existing Municipal Waste Disposal Systems

LCSWMA's Frey Farm Landfill is the disposal facility for non-processible waste and other wastes that cannot be accepted at the WTE. The Frey Farm Landfill is expected to reach capacity in 2019, as mentioned in Chapter 3. To plan for disposal capacity beyond 2019, LCSWMA is planning a vertical expansion of the Frey Farm landfill (FFLF) using mechanically stabilized earth (MSE) berms. The FFLF Vertical Expansion (FFLF VE) is described in Chapter 3, Section 3.6.b. The FFLF VE will provide approximately 10 million cubic yards of additional disposal capacity, allowing LCSWMA to extend the useful life of the Frey Farm Landfill to approximately 2042.

The FFLF VE has been determined, under separate engineering evaluation, to be a technically feasible, environmentally sound and economically feasible project for LCSWMA to undertake at this time. The expansion will allow LCSWMA to continue operations with no down-time during construction. The FFLF VE will allow LCSWMA to provide the disposal capacity needed for disposal of ash residue from the WTE and

SRMC, biosolids, certain permitted residual wastes and C&D waste generated in the County.

The only permitted and operating landfills in the County, other than the Frey Farm Landfill, are the Milton Grove Construction and Demolition Waste Landfill in Mount Joy Township, and the Lanchester Landfill in Caernarvon Township. The Milton Grove Construction and Demolition Waste Landfill, operated by Advanced Disposal Services, is permitted by DEP to accept an average of 1,000 tons per day of C&D waste, shredded tires and residual waste. C&D waste is delivered to Milton Grove by out-of-county sources. The Lanchester Landfill, owned and operated by the Chester County Solid Waste Authority, is permitted to accept an average of 1,650 tons per day of MSW, asbestos, C&D waste, sludges and other approved non-hazardous residuals. A vast majority of the waste delivered to Lanchester Landfill is generated in Chester and Berks Counties.

#### 5.1.c Recycling Systems

LCSWMA accepts mixed (commingled or single-stream) recyclables at its Transfer Station on the Harrisburg Pike. These recyclables are accepted for a minimal tipping fee (currently not charging), and are consolidated into an open-top trailer for shipping to a materials recovery facility (MRF) for processing and recovery. LCSWMA maintains an agreement with a MRF that outlines terms of receipt and processing of recyclables from the Transfer Station. This consolidation and shipping of recyclables by LCSWMA provides private haulers with a centralized convenient drop-off point for recyclables collected through curbside programs.

LCSWMA has not been involved operationally in the processing or marketing of recycled materials in the past, and does not plan to do so during this twenty-year planning period (with the exception of recyclables generated within Authority operations). LCSWMA will, however, still encourage additional recycling when it is economically feasible by: 1) providing technical assistance to help non-mandated municipalities establish curbside or

drop-off programs if the interest exists; 2) encouraging the development of food scraps collection and processing programs, and; 3) encouraging businesses and institutions to reassess their efforts and develop and/or expand recycling programs when it is economically feasible.

LCSWMA will continue to rely on the five (5) existing material recovery facilities (MRFs) that currently provide for the processing and marketing of recyclables collected in Lancaster County, during this twenty-year planning period. These MRFs have sufficient capacity to manage the recyclables now being generated within the County, and there is no need to consider additional management options or facilities at this time.

In addition, LCSWMA will continue to rely on the twelve (12) public and private facilities that compost, land apply, or produce mulch from yard waste generated in the County. There is adequate capacity within the existing system for managing these materials, so there is no need to explore other options for handling these materials at this time. The yard waste programs are successful with 39 municipalities currently having some type of curbside collection program for yard waste. To provide a cost-effective means of processing yard waste, LCSWMA purchased a large shredder machine that processes the material into a coarse mulch product. LCSWMA provides an operator and transports the shredder to municipal sites for a fraction of the cost of a private wood/yard waste processor.

## **5.2 EXISTING ALTERNATIVES**

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



**Processing**

In the highly unlikely event that there is significant downtime at both the WTE and SRMC, a MSW processing option exists in; at the York County Waste-to-Energy Center (RRC). The RRC was identified in the 2010 Plan Update as an Emergency Bypass Facility for Lancaster County's waste if significant downtime is encountered at the WTE.

A list of other regional facilities, which includes location, ownership, distance from the Transfer Station, and average daily permitted capacity, are included in Table 5-1. Other similar processing facilities exist within a wider radius of Lancaster County as well. While some of these facilities offer comparable or lower gate fees for MSW, the higher transportation costs and lack of convenience for Lancaster County haulers make them less attractive as an option for processing. Also, many of these facilities are operating at or very near their permitted daily capacity. There appears to be no need for the County/Authority to negotiate for additional capacity, possibly displacing waste delivered to these facilities from other Pennsylvania generators, given the purchase of the SRMC with available processing capacity.

There are scrap dealers outside Lancaster County capable of processing and recycling white goods. LCSWMA's rules and regulations only require that white goods be separated from MSW prior to delivery to Authority facilities. There is nothing that prohibits generators from delivering these materials to other processors. There are sufficient outlets for white goods, and the County is not exploring other options at this time.

Similarly, no further options are being considered for processing and disposal of infectious and chemotherapeutic waste. The current system of on-site processing or collection by the private sector, and disposal of sterilized materials in the Frey Farm Landfill, is adequate for handling this material.

## **Disposal**

Other than the Frey Farm Landfill, there are numerous permitted MSW landfills located within a 50-mile radius of the Transfer Station, as shown in Table 5-1. The closest are:

- 1) Greater Lebanon (Lebanon Co.)--25 miles
- 2) Lanchester (Chester/Lancaster Counties)--25 miles
- 3) Modern (York Co.)--25 miles
- 4) Conestoga (Berks Co.)--30 miles
- 5) Western Berks (Berks Co.)--30 miles
- 6) Southeastern Chester County Refuse Authority (SECCRA-Chester Co.)--35 miles
- 7) Pioneer Crossing (Berks Co.)--40 miles
- 8) Pine Grove (Schuylkill Co.)--40 miles

Two of these facilities are publicly owned and operated facilities, and were designed and operate primarily to serve specific geographic areas. These include SECCRA and Greater Lebanon. Because these facilities are intended to serve specific geographic areas and are not permitted to accept MSW generated in Lancaster County, these facilities have not been considered as potential alternatives for disposal of Lancaster County MSW.

Of the remaining landfills, Pine Grove does not appear to be a realistic alternative due to very limited remaining capacity. Additionally, distance and primarily secondary road systems serving this facility from Lancaster County would make transferring waste to this facility costly.

Lanchester, Modern, Conestoga, Western Berks and Pioneer Crossing all appear to represent reasonable alternatives, but are not being considered for the following reasons:

- 1) Lancaster County's Frey Farm Landfill vertical expansion will provide sufficient disposal capacity, and LCSWMA currently has flow control ordinances in place and contracts with nearly all permitted haulers to deliver MSW to Authority facilities; 2) the

five landfills already have commitments for nearly all of their average daily permitted capacity, so accommodating Lancaster County's waste does not seem realistic without displacing waste from other generators, and; 3) hauling waste to sites other than those operated by LCSWMA would add cost in terms of transportation.

LCSWMA's Rules and Regulations permit disposal of County-generated municipal waste in facilities located outside of Pennsylvania as long as the waste is delivered in accordance with all applicable laws relating to environmental matters.

**Table 5 - 1 - Alternative Disposal Facilities in Pennsylvania**

Facility	Owner	County	Ownership	Distance from the Transfer Station	Average Daily Permitted Capacity (TPD)
<b>Landfills</b>					
Greater Lebanon	Greater Lebanon Refuse Authority	Lebanon	Public	25	520
Lanchester	Chester County SWA	Chester/Lancaster	Public	25	1,650
Modern Landfill	Republic Services, Inc.	York	Private	25	4,667
Conestoga	Republic Services, Inc.	Berks	Private	30	5,210
Western Berks Landfill	Advanced	Berks	Private	30	450
Southeastern Chester Co. Refuse Authority	SECCRA	Chester	Public	35	375
Pioneer Crossing	JP Mascaro	Berks	Private	40	1,000
Pine Grove	Waste Management	Schuylkill	Private	40	850
<b>Waste-to-Energy Facilities</b>					
York County WTE	York County SWA	York	Public	45	1,344

## **Recycling**

There are numerous alternatives available outside the County for the processing and marketing of recyclables and yard waste. Haulers are not obligated to deliver these materials to Lancaster County sites, and may choose to haul them to out-of-county processors and/or markets if the economics of doing so are in their favor. A statewide list of recycling markets is available from the DEP, and county recycling coordinators generally keep lists of all processors and markets for their own counties. While the County believes that the current system is adequate and cost effective, there is no requirement that these materials be delivered to facilities within the system described in this plan.

### **5.3 CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT**

Lancaster County currently relies on an existing infrastructure for managing C&D waste that involves a combination of recycling and disposal. Several private sector entities accept materials that can be recycled including drywall, concrete/masonry, and clean wood waste. The remainder is landfilled or used as clean fill by both private and public sector operators, with LCSWMA managing and disposing of an average of 78,000 TPY (over the previous 10-year planning period) of this remaining, primarily mixed, C&D waste at this time. The current system is adequate to manage the processing of C&D waste generated in the County, and no further options are being explored at this time.

### **5.4 BIOSOLIDS MANAGEMENT SYSTEM**

Lancaster County will continue to rely on the current system for managing biosolids, which involves processing of wastewater at 19 publicly operated facilities and generating biosolids that are primarily land applied, composted, or otherwise recycled back into a productive use. Numerous sites throughout Lancaster County are permitted to accept

biosolids for land application and very little is landfilled. Table 5-2 lists the permitted land application sites in the County.

In addition to these management practices, the FFLF does accept biosolids from WWTPs operated in the County. The Frey Farm Landfill vertical expansion will have capacity to meet the disposal needs of all biosolids generated annually, if it is ever required. Therefore, the expanded system is sufficient to manage the biosolids generated from County sources over the next ten years so other options are not being considered in this Plan Update.

## 5.5 SEPTAGE MANAGEMENT SYSTEM

The County will continue to rely on the wastewater treatment plants listed in Table 1-3, as well as permitted land-application sites in the County, to accept septage. As indicated with biosolids, the current system is adequate to handle the needs of the County, and LCSWMA is not considering other options at this time.

**Table 5 - 2 - Permitted Biosolids Land Application Sites in Lancaster County<sup>(1)</sup>**

Permittee	Client Name
A Dale Herr Farm	Synagro Mid Atlantic Inc.
A Thomas Harnish Farm	Synagro Mid Atlantic Inc.
Aaron I Weaver Farm	Ephrata Boro Authority
Abe Barley Sr. Farm 4	Lancaster Area Sewer Authority
Abram Stoltzfoos Farm	Mobile Dredging & Pumping Co.
Amos Conley Farm	Kline's Services, Inc.
Anchor Road Farm 21	Lancaster Area Sewer Authority
Ben Smoker Farm	Honey Wagon Septic Service
Carl G Troop Farm	Synagro Mid Atlantic Inc.
Charles Groff Farm	Christiana Boro Sewer Authority
Charles Noll Farm	Lititz Boro Sewer Authority
Charlesie Coates Farm	Philadelphia Water Dept.

Permittee	Client Name
Christ Fisher Farm	Mobile Dredging & Pumping Co.
Craig Farm 1	Mobile Dredging & Pumping Co.
Craig Farm 2	Mobile Dredging & Pumping Co.
Dale Rineer Farm	Synagro Mid Atlantic Inc.
Dave Neidigh Farm	Middletown Boro
David Byers Farm	Philadelphia Water Dept.
David N Zimmerman Farm	Ephrata Boro Authority
Dean Hess Farm	Lititz Boro Sewer Authority
Denlinger Farm	Star Rock Farms LLC
Dennis Bender Farm	Kline's Services, Inc.
Dennis Drager Farm	Columbia Boro Municipal Authority
Dorothy Testerman Farm	Philadelphia Water Dept.
Eastern Industries Farm	Ephrata Boro Authority
Elam Lapp Farm	Philadelphia Water Dept.
Ephrata Borough Authority Farm	Ephrata Boro Authority
Ervin Horst Jr. Hilltop Road Farm	Ephrata Boro Authority
Ervin S Burkholder Farm	Ephrata Boro Authority
Fite 1 Farm	Mobile Dredging & Pumping Co.
Fred Seldomridge Farm	Mobile Dredging & Pumping Co.
Fred Weaver Farm	Mobile Dredging & Pumping Co.
Frey Bros Farm	Synagro Mid Atlantic Inc.
G Preston Lefevre Farm	Synagro Mid Atlantic Inc.
Garber Farm Milton Grove	Mount Joy Sewer Authority
Gary Akers Farm	Synagro Mid Atlantic Inc.
Gehman Farm	Shupps Grove
Gil Lad Farm	Ephrata Boro Authority
Glen Fite Little Britain Farm	Synagro Mid Atlantic Inc.
Graver Farm	Mobile Dredging & Pumping Co.
Hannum Farm 1	Philadelphia Water Dept.
Hannum Farm 2	Philadelphia Water Dept.
Harvey Heller Farm	Synagro Mid Atlantic Inc.
Henry Fisher Farm	Mobile Dredging & Pumping Co.
Henry Zimmerman Home Farm	Ephrata Boro Authority
Huyard Farm	Mobile Dredging & Pumping Co.
Ivan Z Sensenig Farm	Ephrata Boro Authority
James Garber Colebrook Road Farm	Mount Joy Sewer Authority

Permittee	Client Name
James Shirk Farm	Ephrata Boro Authority
JMG & Sons Milton Grove Farm	Mount Joy Sewer Authority
Joesph Hess Jr Farm	Columbia Boro Municipal Authority
John and Doris Landis Farm	Synagro Mid Atlantic Inc.
John Harnish Farm 1	Synagro Mid Atlantic Inc.
John Harnish Farm 2	Synagro Mid Atlantic Inc.
John Harnish Pequea Lane Farms	Synagro Mid Atlantic Inc.
John Landis Long Road Farm	Kline's Services, Inc.
John McSparran Farm	Philadelphia Water Dept.
John Weaver Farm	Mobile Dredging & Pumping Co.
Jonas Reiff Farm	Ephrata Boro Authority
Jonathan Lapp Farm	Philadelphia Water Dept.
Joseph Hess Sr Farm	Columbia Boro Municipal Authority
Keith Fahnestock Farm	Lititz Boro Sewer Authority
Ken Rutt Hidaway Drive Farm	Synagro Mid Atlantic Inc.
Kenneth Hertzog Farm	Ephrata Boro Authority
Kibler Farm 5	Lancaster Area Sewer Authority
Kirk Farm	Philadelphia Water Dept.
Kolin McCauley Farm	Mobile Dredging & Pumping Co.
Landis Farm	Kline's Services, Inc.
Martin and Martin Farm	Adamstown Boro (Berks and Lancaster Counties)
Martin Farm	Mobile Dredging & Pumping Co.
Martin Greenleaf Farm	Mobile Dredging & Pumping Co.
Melvin King Farm	Advanced Organic Koncepts Inc.
Metzler Farm	Philadelphia Water Dept.
Mount Joy Boro Authority Farm	Mount Joy Sewer Authority
Nancy Esbenshade Farm	Synagro Mid Atlantic Inc.
Nolt Dale Farm	William H Davis & Sons Septic Service
R McSparran Farms 1 & 2	Philadelphia Water Dept.
Reuben Weaver Farm	Ephrata Boro Authority
Richard Stauffer Farm	Ephrata Boro Authority
Ridgewood Manor MHP	Frank M & May Anna Haldeman
Robert Breneman Farm	Honey Wagon Septic Service
Samuel Ankrum Farm	Philadelphia Water Dept.
Shenk Farm Farm 6	Lancaster Area Sewer Authority

<b>Permittee</b>	<b>Client Name</b>
Shoemaker Bros Farm	Synagro Mid Atlantic Inc.
Stonewall Farms	Kline's Services, Inc.
Strawbridge Farm	Mobile Dredging & Pumping Co.
Vernon Charles Farm	Kline's Services, Inc.
Walter M Hurst Farm	Ephrata Boro Authority
Wenger Farm	Synagro Mid Atlantic Inc.
William Brossman Farm	Adamstown Boro (Berks and Lancaster Counties)
William Shirk Farm	Synagro Mid Atlantic Inc.
Wood 2 Farm	Philadelphia Water Dept.

<sup>1</sup>: Source: PADEP Website.



## CHAPTER 6 LOCATION

The purpose of this chapter is to identify the physical location of processing and disposal facilities in Lancaster County.

### 6.1 LOCATION OF FACILITIES AND PROGRAMS THAT ARE PART OF OVERALL SYSTEM

Many of the facilities and programs described in this plan/chapter are in Lancaster County with the exception of some of the sludge (biosolids) and septage utilization/disposal facilities, listed in Table 1-3.

#### MSW Processing/Disposal (LCSWMA-owned facilities)

Transfer Station Complex – Manheim Township  
1299 Harrisburg Pike  
Lancaster, PA 17603

Household Hazardous Waste Facility – Manheim Township  
1299 Harrisburg Pike  
Lancaster, PA 17603

Waste-to-Energy Facility – Conoy Township  
1911 River Road  
Bainbridge, PA 17502

Susquehanna Resource Management Complex – Harrisburg City/Swatara Township  
1670 South 19<sup>th</sup> Street  
Harrisburg, PA 17104

Frey Farm Landfill – Manor Township  
3049 River Road  
Conestoga, PA 17512

C&D Waste Processing

Agri-Marketing, Inc. – West Cocalico Township  
190A Texter Mountain Road  
Reinholds, PA 17569

Lancaster Airport – Manheim Township  
500 Airport Road, Suite G  
Lititz, PA 17543

Martin Mulch – Ephrata Township  
973 N. State Street  
Ephrata, PA 17522

Gypsum Agri-Cycle, Inc. – East Donegal Township  
295 Oremine Rd  
Mount Joy, PA 17552

C&D Waste Disposal

Milton Grove Landfill – Mount Joy Township  
2487 Cloverleaf Road  
Elizabethtown, PA 17022

These are all privately owned and operated facilities. C&D waste is also accepted at the Transfer Station and the Frey Farm Landfill.

Biosolids and Septage Processing/Disposal

Table 1-3 lists all wastewater treatment plants that generate biosolids requiring disposal.

Septage is accepted for processing at the following facilities located in Lancaster County:

Christiana Borough WWTP  
Ephrata Borough WWTP Plants 1 & 2  
Lancaster Area Sewer Authority WWTP (Manor Township)  
Lititz Borough WWTP  
New Holland Borough WWTP  
Terre Hill Borough WWTP

Manheim Borough WWTP  
Adamstown Borough WWTP

Most biosolids and some treated septage are land applied at one of the 92 permitted sites located throughout Lancaster County. Table 5-2 in Chapter 5 lists the permitted biosolids land application sites and the clients who dispose of biosolids at these facilities. Also, some biosolids are disposed of at LCSWMA's Frey Farm Landfill.

#### Recycling Programs

Municipal recycling programs and activities are located within the municipalities identified in Table 4 - 4 of Chapter 4.

#### Yard Waste

A summary of municipal yard waste and leaf management facilities located in Lancaster County is contained in Table 4 - 3 of Chapter 4.

## **CHAPTER 7 IMPLEMENTING ENTITY IDENTIFICATION**

### **7.1 DEFINE ENTITY RESPONSIBLE FOR IMPLEMENTING THE MUNICIPAL WASTE MANAGEMENT PLAN**

The Lancaster County Solid Waste Management Authority (LCSWMA) is the entity responsible for implementing this Plan and for all future municipal waste planning and Plan revision activities for Lancaster County. The legal basis for such authority is contained in the existing County-Authority Agreements, Intermunicipal Agreements and Waste Flow Ordinances, which were executed pursuant to the 1986 Plan, the 1990 Plan, the 1999 Plan, and the 2010 Plan. These documents are contained in Appendices A through C.

The Lancaster County Board of Commissioners and each municipality within the County have delegated to LCSWMA all powers that have been granted to counties under Section 303 of Act 101 and to municipalities under Section 304 of Act 101. This delegation of powers and duties to LCSWMA is necessary in connection with LCSWMA's obligation to implement the Plan and to provide a safe, reliable, effective and efficient solid waste management system for the County.

LCSWMA is governed by a nine-member Board of Directors. Members are appointed by the Lancaster County Board of Commissioners and serve terms of office of five years. LCSWMA has all powers provided for under the Municipality Authorities Act, including the powers to take any and all actions and to exercise all such powers as are necessary or appropriate to design, develop, finance, construct, own, operate and manage a safe, reliable, effective and efficient solid waste management system. Such powers and actions include but are not limited to:

- Promulgating Rules and Regulations and fees applicable to the storage, collection, transportation, processing and disposal of solid waste generated in Lancaster County.
- Incurring indebtedness and maintaining reserve funds and self-insurance accounts.
- Adopting By-Laws and administrative policies, procedures and organizational structure.
- Purchasing equipment and facilities; employing staff, advisors and contractors.
- Providing staff support, meeting facilities, pertinent information, and directing the activities of any Citizens Advisory Committee appointed by the County.

## **CHAPTER 8 PUBLIC FUNCTION**

### **8.1 JUSTIFICATION OF PUBLIC OWNERSHIP**

The Lancaster County Board of Commissioners determined when they adopted the 1986 Plan that it is in the public interest for municipal waste processing to be a public function. At that time, the Commissioners created the Lancaster County Solid Waste Management Authority as the entity which was responsible for implementing the County's municipal waste management plan.

LCSWMA owns and operates the Frey Farm Landfill and the Transfer Station Complex where the administrative offices, household hazardous waste and maintenance facilities are located. LCSWMA also owns the Waste-to-Energy Facility (WTE) and the Susquehanna Resource Management Complex (SRMC) and has contracted with Covanta Lancaster, Inc. and Covanta Harrisburg, LLC to operate and maintain both respectively. It is projected that LCSWMA's Frey Farm Landfill will reach capacity in 2019. A vertical expansion project at the Frey Farm Landfill is now being initiated by LCSWMA, and will be available for use prior to the completion of filling activities at the currently permitted cells. The vertical expansion of the Frey Farm Landfill will provide approximately 23 years of additional disposal capacity, through approximately 2042. Finally, In order to provide for more efficient transportation of waste and/or optimize the utilization of the WTE and SRMC, LCSWMA may consider developing one or more satellite transfer stations in or out of the County.

LCSWMA has demonstrated the ability to own and operate waste processing and disposal facilities in an environmentally safe, reliable and efficient manner. Authority operation provides the direct ability to assure that all waste haulers, and multiple types of waste, are segregated and delivered in accordance with the Rules and Regulations of LCSWMA. Although private ownership and operation of future processing and disposal facilities

would be no more efficient or reliable, and could detract from LCSWMA's execution of its responsibilities, it is the philosophy of LCSWMA to utilize private sector involvement where the private sector demonstrates that it has the desire, expertise, and resources to perform safely, reliably and efficiently, and in which it can provide the financial security to support operational guarantees. LCSWMA intends to continue to rely on the private sector to provide municipal waste and recycling collection services, recyclable materials processing and marketing, liquid sludge and septage collection and processing, construction and demolition recycling, and operation and maintenance of the WTE and SRMC Facilities.

## **CHAPTER 9 COPIES OF ORDINANCES AND RESOLUTIONS**

### **9.1 DOCUMENTS REQUIRED TO IMPLEMENT THE MUNICIPAL WASTE MANAGEMENT PLAN**

The documents necessary for implementation of this Plan are:

- Lancaster County Resolution
- LCSWMA Rules and Regulations
- Incorporation by reference of all 1986, 1990, 1999, and 2010 Plan Implementation Documents

Upon completion of this Plan revision, the Lancaster County Board of Commissioners will adopt the revised Plan in the form of a resolution contained in F. This adoption is effective for the entire County and requires no other municipal approvals or implementing mechanisms.

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 each of them of the County's adoption and DEP's approval.

The LCSWMA Rules and Regulations that are included in Appendix I set forth, among other things, requirements and procedures for licensing of haulers, categories of solid wastes, designated facilities for certain categories of waste, operating and safety rules and fees for acceptance of wastes. These rules and regulations apply to the entire County.

In addition to the above described documents for adoption and implementation of the Plan, all documents in connection with the 1986, 1990, 1999, and 2010 Plans will remain in full force and effect. Those prior documents include the resolutions, ordinances and agreements included as part of the 1986, 1990, 1999, and 2010 Plans; various agreements entered into by Lancaster County Solid Waste Management Authority for the purchase, financing, design, construction and operation of the Lancaster County



Solid Waste Management System and any revisions; and any and all other documents and agreements that the County or LCSWMA have utilized for (a) development of the current municipal waste management system and (b) implementation of the 1986, 1990, 1999, and 2010 Plans.

Should additional implementing documents become necessary for full implementation of this Plan, LCSWMA has full authority for the adoption and execution of any and all documents deemed necessary to carry forth its obligations and to implement this Plan.

## **CHAPTER 10 ORDERLY EXTENSION**

### **10.1 DEMONSTRATION THAT PLAN IS CONSISTENT WITH STATE, REGIONAL AND LOCAL PLANS**

This Plan has been updated to provide for the orderly extension of municipal waste management programs in a manner that is consistent with the needs of Lancaster 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. It is also in accordance with the provisions of the 1986, 1990, 1999, and 2010 Plans.

## **CHAPTER 11 METHODS OF DISPOSAL OTHER THAN BY CONTRACTS**

### **11.1 VEHICLES FOR MANAGING PROCESSING/DISPOSAL OTHER THAN CONTRACTS**

As described in Chapter 5, the current municipal waste system in Lancaster County involves a combination of public and private participation. Residential and commercial municipal waste, other than the processing and recovery of recyclables and selected construction & demolition (C&D) waste, are designated to be processed and/or disposed of in facilities operated by the Lancaster County Solid Waste Management Authority. Management of recyclables (except for the consolidation of materials delivered to LCSWMA's Transfer Station), sewage sludge and septage, and infectious & chemotherapeutic waste (ICW) are carried out by the private sector. While some of these wastes are handled and/or disposed of in Authority facilities, the County is not required by this planning process to designate that they be managed at Authority facilities and has elected not to do so. The current system has been efficient and cost-effective. The additional capacity needed in the future to handle these wastes is discussed in Chapter 5. The wastes are being managed responsibly at this time.

## **CHAPTER 12 NON-INTERFERENCE**

### **12.1 DEMONSTRATION THAT PLAN DOES NOT INTERFERE WITH OTHER PLANS OR FACILITIES**

The Lancaster 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. Contractual arrangements with nearly all haulers serves to guide municipal waste generated in Lancaster County (with the exception of recyclables, selected C&D waste, sewage sludge and septage, and ICW) to Authority-operated facilities, and these wastes have been going to Authority facilities since implementation of the 1986 Plan. As stated in Chapter 5, there are other facilities in Lancaster County and the surrounding counties that can and do accept recyclables and the other wastes for processing and disposal. The County has not, nor does it plan to, interfere with any part of the construction or operation of these facilities.

## **CHAPTER 13 PUBLIC PARTICIPATION**

### **13.1 Public Participation in Plan Update Process**

In early 1988, a resolution by the Lancaster County Commissioners created the Citizens Advisory Committee (CAC) to provide for public participation in the Plan development process. This group functions under the direction of the Lancaster County Solid Waste Management Authority's Board of Directors. Around the same time, LCSWMA's Board of Directors adopted a resolution authorizing LCSWMA to coordinate the work of the CAC, provide meeting facilities, resources and a directed responsibility to assist in reviews and updates of the Lancaster County Municipal Waste Management Plan.

On May 18, 1988, the Lancaster County Commissioners appointed 25 people with varied backgrounds and interests to serve on the CAC. The composition of the CAC meets the criteria for membership as set forth in Section 503(a) of Act 101. The CAC held its first meeting on July 12, 1988 for the purpose of assisting in the development of the 1990 Plan. Membership of the CAC has been maintained over the last 26 years, as new members have joined the committee and others have gone off the committee roster.

This standing committee has continued to meet approximately quarterly since its initiation, providing advice and comment to LCSWMA on environmental issues. Meetings have, at times, occurred with a greater frequency than quarterly meetings as required by the activities underway by LCSWMA.

The CAC has met several times from 2011 through 2014 while LCSWMA has gone through the SRMC purchase and conducted this Plan update process. The CAC has been presented with draft Plan Update materials for review and comment, and has otherwise been involved and informed of the plan revision process. These opportunities for CAC committee input are very important, and have been taken into consideration in preparing

this revised plan. The Committee has had opportunity to review and comment on each chapter of this plan during its preparation.

Below is a list of CAC meetings where the 2014 Plan Update has been discussed:

- August 17, 2011      The CAC was advised that LCSWMA had made an offer to purchase the Harrisburg RRF. Also, The CAC was advised that a new Municipal Waste Management Plan Update would be undertaken when the purchase was completed and the CAC would be involved in the planning process.
  
- April 18, 2012      LCSWMA provided an update on the purchase of the Harrisburg RRF. October 17, 2012      The CAC was informed that the Harrisburg Receiver was selected to enter into negotiations to purchase the Harrisburg RRF.
  
- April 17, 2013      The CAC was provided an update on the anticipated purchase of the Harrisburg RRF which has been newly branded the Susquehanna Resource Management Complex (SRMC).
  
- August 14, 2013      The CAC discussed the SRMC purchase process, the negotiations for electrical sales and PADEP permits.
  
- November 13, 2013      The CAC discussed the details of the SRMC purchase and was updated on the various tasks that were ongoing to prepare for closing.

- April 23, 2014            The CAC reviewed and approved the draft 2014 Plan Update which incorporates the SRMC as a LCSWMA facility.

LCSWMA notified PADEP of its intent to initiate the Plan Update process on February 28, 2014, and PADEP acknowledged the initiation of the planning process, using the non-substantial plan revision procedures, on March 7, 2014. LCSWMA will notify municipalities within Lancaster County that the Lancaster County Municipal Waste Plan Update process had commenced at the Lancaster County Annual Municipal Recycling Coordinators meeting on May 2, 2014 and by a letter dated May 9, 2014. The means for providing municipal input during the planning process will be explained in this letter.

The draft Plan Update will be distributed to all municipalities for review and comment, and a 30-day public comment period, in accordance with the non-substantial plan revision process of Act 101, is being scheduled to facilitate public input to this Update.

Appendix H contains minutes of the CAC meetings listed above, as well as copies of the three letters of correspondence referenced above. Also included in Appendix H are the comments received during the public comment period from the Lancaster County Planning Commission and Conoy Township, host municipality of LCSWMA's Waste-to-Energy Facility.

Once all public comment is taken and considered, the 2014 Plan Update will be adopted by resolution of the Lancaster County Solid Waste Management Authority (resolution to be placed in Appendix E) and also by the Lancaster County Board of Commissioners (resolution to be placed in Appendix F). After adoption, the Plan Update will be submitted to PADEP for review and approval. Once received, the PADEP plan approval letter will be placed in Appendix G.

### **13.2 Ongoing Public Participation**

As noted above, the CAC meets periodically, and the CAC will continue to meet periodically to hear about, and to review and comment on, activities of LCSWMA. These CAC meetings are always open to the public.

The County regularly provides additional opportunities for participation by the public. During the fall of each year, LCSWMA hosts a public meeting for Lancaster County's elected officials and their management staff to discuss revisions to the Rules and Regulations, the next year's budget, and any municipal waste issues that may affect the municipalities, including planning and the Plan Update process. LCSWMA usually hosts a tour of its solid waste management facilities at this time. This meeting provides an opportunity for municipal officials to share their insights on waste management activities in the County, and their comments are taken into account in the planning and budgeting process. Similar but separate meetings are also scheduled with the haulers and the CAC, and as with the elected officials, their comments are considered as well.



## **CHAPTER 14 OTHER INFORMATION**

There is no additional information related to municipal waste and this planning process to be included in this Chapter.

## **Appendix A**

### **Municipal Waste Management Agreement**

MUNICIPAL WASTE MANAGEMENT AGREEMENT  
BETWEEN  
LANCASTER COUNTY  
AND  
LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

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, under Act 97 each municipality (a) was responsible for the storage, collection, transportation, processing and disposal of municipal waste generated or present within its boundaries and (b) was authorized to contract with any person, including a county, municipality or municipal authority, to carry out such responsibilities; and

WHEREAS, Act 97 further authorized each municipality to adopt ordinances, regulations and standards (a) regulating the storage, collection, transportation, disposal and processing of municipal waste and (b) requiring disposal of all municipal waste generated within its boundaries at a designated facility; and

WHEREAS, Act 97 required each municipality to prepare a municipal waste management plan; and

WHEREAS, Act 97 gave municipalities and authorities created by municipalities concurrent responsibility for the planning and

regulation of municipal waste storage, collection, transportation, processing and disposal: and

WHEREAS, pursuant to the requirements of Act 97, each municipality within Lancaster County ("County") adopted a resolution requesting the Board of Commissioners ("County Board") of the County to prepare a comprehensive solid waste management plan; and

WHEREAS, pursuant to such requests and the County's independent authority under Act 97, the County Board prepared and adopted the 1986 Lancaster County Solid Waste Management Plan ("1986 Plan"); and

WHEREAS, the 1986 Plan was (a) adopted by each municipality within Lancaster County and (b) approved by the Pennsylvania Department of Environmental Resources: and

WHEREAS, the 1986 Plan provided for a comprehensive and integrated County-wide system for solid waste management ("System") which included, inter alia, (a) construction of a resource recovery facility for incineration of municipal waste and generation of energy, (b) expansion of the then existing Creswell Landfill owned and operated by the Lancaster Area Refuse Authority ("LARA"), (c) construction of transfer facilities throughout the County and (d) development of a recycling program: and

WHEREAS, the 1986 Plan (a) determined that it was in the public interest for solid waste management and disposal to be a

public function, (b) established the Lancaster County Solid Waste Management Authority ("LCSWMA") as the successor to LARA and (c) designated LCSWMA as the public agency responsible for designing, financing, constructing and operating the System: and

WHEREAS, in order to implement the 1986 Plan and finance the System (a) the County and each municipality within the County enacted certain ordinances ("Waste Flow Ordinances"), (b) the County and all municipalities within the County entered into a joint cooperation agreement ("Intermunicipal Agreement") and (c) the County and LCSWMA entered into an agreement ("LCSWMA Agreement") to carry forth the 1986 Plan; and

WHEREAS, the County and each municipality through their respective Waste Flow Ordinances (a) required the delivery to the System of all Regulated Municipal Waste generated within their boundaries, (b) prohibited the collection of Regulated Municipal Waste by persons not licensed by LCSWMA and (c) authorized the County and LCSWMA to develop, administer and enforce rules and regulations concerning solid waste storage, collection, transportation, processing and disposal; and

WHEREAS, pursuant to the 1986 Plan and in reliance upon the Waste Flow Ordinances, the Intermunicipal Agreement and the LCSWMA Agreement, LCSWMA incurred substantial financial obligations and legal commitments to design, finance, develop, construct and implement the System; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101 ("Act 101") was approved on July 28, 1988; and

WHEREAS, Act 101 gave the County (a) primary responsibility for planning for municipal waste management within its boundaries and (b) the primary power to control the flow of municipal waste generated within its boundaries; and

WHEREAS, the 1986 Plan was deemed under Section 501(b) of Act 101 to be a plan approved under Act 101; and

WHEREAS, Act 101 requires the County to revise the 1986 Plan within two years of the effective date of 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, LCSWMA was established for the purpose of providing, and in the past has provided, the specialized knowledge, technical competence and administrative expertise for the effective, efficient, reliable and environmentally safe storage, collection, transportation, processing and disposal of solid waste generated within the County:

WHEREAS, the County Board has designated LCSWMA as the agency to prepare the revision to the 1986 Plan: and

WHEREAS, pursuant to the request of the County Board, LCSWMA has prepared (as a revision to the 1986 Plan) the Lancaster County Municipal Waste Management Plan of 1990 (the "1990 Plan"); and

WHEREAS, the 1990 Plan provides that LCSWMA will assume and fulfill all of the County's rights, duties and obligations under Act 101 for Regulated Municipal Waste planning and for implementation of the 1990 Plan: and

WHEREAS, the 1990 Plan will be effected and carried forth by (a) adopting the Lancaster County Municipal Waste Management Ordinance ("County Municipal Waste Management Ordinance") and (b) entering into this Municipal Waste Management Agreement ("Agreement") with LCSWMA; and

WHEREAS, the County has adopted and approve (a) the 1990 Plan and (b) the County Municipal Waste Management Ordinance;

NOW, THEREFORE, the County and LCSWMA, intending this to be a sealed instrument which is legally binding upon themselves and their respective successors and assigns, agree as follows:

Section 1. Definitions.

(a) "Act 97". The Solid Waste Management Act, Act of July 7, 1980, P.S. 380, No. 97, as now or hereafter amended.

(b) "Act 101". The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101, as now or hereafter amended.

(c) "County". The County of Lancaster, Pennsylvania.

(d) "Lancaster County Municipal Waste Management Ordinance" shall mean the ordinance to be enacted by the County substantially in the form attached as Exhibit 1 to this Agreement.

(e) "LCSWMA". Lancaster County Solid Waste Management Authority, a municipal authority of the County organized and existing under the Municipality Authorities Act of 1945, as amended.

(f) "LCSWMA Rules and Regulations". The rules and regulations adopted and revised from time to time by LCSWMA.

(g) "Municipality". A municipality within the County.

(h) "1986 Plan". The 1986 Lancaster County Solid Waste Management Plan.

(i) "1990 Plan". The 1990 Lancaster County Municipal Waste Management Plan, as now or hereafter amended.

(j) "Recycling". The collection, separation, recovery and marketing of Source Separated Recyclable Materials which would otherwise be disposed of or processed as Regulated Municipal Waste.

(k) "Regulated Municipal Waste"<sup>a</sup>. Any solid waste generated or collected within the County which is garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities and



any sludge not meeting the definition of residual or hazardous waste under Act 97 from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include Source Separated Recyclable Materials.

(1) "Source Separated Recyclable Materials".

Materials that (i) are separated from Regulated Municipal Waste at the location where generated in accordance with the 1990 Plan and (ii) are recycled.

(m) "System". The overall solid waste management system, and every aspect thereof, owned or operated by or on behalf of LCSWMA in implementation of the 1990 Plan, including without limitation, equipment, transfer stations, resource recovery facilities, landfills and the like.

Section 2. County Aareement to Adopt 1990 Plan.

(a) The County shall adopt the 1990 Plan.

(b) The County will not amend, revise, repeal, change or otherwise alter the 1990 Plan during the term of this Agreement without the prior written consent of LCSWMA.

Section 3. County and LCSWMA Agreement Concerning Ratification and Approval of 1990 Plan. The County and LCSWMA shall use their best efforts to obtain (a) ratification of the 1990 Plan by all Municipalities and (b) approval of the 1990 Plan by the Department of Environmental Resources of the commonwealth of Pennsylvania.

Section 4. County Agreement to Enact Ordinance.

(a) The County shall adopt and enact the Lancaster County Municipal Waste Management Ordinance.

(b) The County shall not amend, revise, repeal, change or otherwise alter the Lancaster County Municipal Waste Management Ordinance during the term of this Agreement without the prior written consent of LCSWMA.

Section 5. Delegation of Powers and Duties and Assumption of Responsibility by LCSWMA.

(a) The County hereby delegates to LCSWMA all rights, duties and obligations of the County under Act 101 for Regulated Municipal Waste planning and for implementation of the 1990 Plan. Notwithstanding such delegation, the County may (and if LCSWMA shall be unable or unwilling to carry forth its obligations under Section 5(b)(ii), the County shall) administer and enforce the Lancaster County Municipal Waste Management Ordinance.

(b) LCSWMA hereby assumes and agrees to fulfill and carry forth all of the County's rights, duties and obligations under Act 101 for Regulated Municipal Waste planning and for implementation of the 1990 Plan; and in connection with LCSWMA's obligations under this Agreement:

(i) LCSWMA shall take all such actions and shall exercise all such powers as are necessary or appropriate to design, develop, finance, construct, own, operate and manage a comprehensive solid waste management system as contemplated and

required under (A) the 1986 Plan, the Intermunicipal Agreement, the LCSWMA Agreement, the County Waste Flow Control Ordinance and the Municipality Waste Flow Control Ordinances and (B) the Lancaster County Municipal Waste Management Ordinance and the 1990 Plan.

(ii) LCSWMA shall administer and enforce on behalf of the County and on its own behalf the Lancaster County Municipal Waste Management Ordinance and the LCSWMA Rules and Regulations.

(iii) LCSWMA shall establish and charge such fees as shall be reasonable and adequate to ensure the safe, reliable, efficient, and effective design, development, financing, construction, operation and management of the System.

Section 6. Additional Covenants.

(a) The County and LCSWMA shall in good faith during the term of this Agreement take all such actions as may be necessary or appropriate to carry out the purposes of this Agreement.

(b) If and to the extent that LCSWMA is determined by a court of competent jurisdiction not to be authorized to carry out any function or duty required by this Agreement, the responsibility to perform such function or duty shall devolve upon the County.

Section 7. Representations and Warranties. The County and LCSWMA represent and warrant that:

(a) Each has all requisite power and authority to enter into this Agreement, to engage in the transactions contemplated by this Agreement and to perform their respective obligations under this Agreement in accordance with the terms of this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary action, and the undersigned officers of the County and LCSWMA have been empowered by all necessary action to execute and to deliver this Agreement.

(c) This Agreement constitutes a valid obligation, legally binding upon the County and LCSWMA and enforceable against them in accordance with the terms of this Agreement and in the manner in which valid contractual obligations are enforced generally.

Section 8. Term. This Agreement shall be for a term (a) beginning on the earlier of the date of approval of the 1990 Plan, or the date the 1990 Plan is deemed to be approved, by the Pennsylvania Department of Environmental Resources and (b) ending on December 31, 2030.

Section 9. Assignability. LCSWMA or the County may assign or pledge this Agreement in relation to the financing of the System, but no other assignment of this Agreement shall be authorized or permitted without the prior written consent of the non-assigning party.

Section 10. Waiver Not to Be Construed. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition of the Agreement. Failure of either party to insist in any one or more instances upon strict performance of any of the terms, covenants, agreements or conditions of this Agreement shall not be considered a waiver or relinquishment of any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

Section 11. Amendments. This Agreement shall not be modified or amended except by written instrument duly executed on behalf of the County and LCSWMA.

Section 12. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remainder of this Agreement; and this Agreement shall be construed and enforced consistent with its express purposes as if such invalid or unenforceable provision had not been contained in this Agreement.

Section 13. Duplicate Originals. This Agreement may be executed in counterparts, each of which shall be regarded for all purposes as a duplicate original.

Section 14. Indemnification. The County shall protect, indemnify and hold LCSWMA harmless from and against all liabilities, actions, damages, claims, demands, judgments,

losses, expenses, suits, or attorneys fees and shall defend LCSWMA in any suit, including appeals, arising out of events or activities occurring in connection with this Agreement and which are caused by acts or omissions of the County. LCSWMA shall protect, indemnify and hold the County harmless from and against liabilities, actions, damages, claims, demands, judgments, losses, expenses, suits or attorneys fees and shall defend the County in any suit arising out of events or activities occurring in connection with this Agreement and which are caused by acts or omissions of LCSWMA. These indemnification provisions are for the protection of the parties only and shall not establish any rights or liabilities in any other persons.

Section 15. Notices. All notices required under this Agreement shall be in writing and sent by certified or registered mail return receipt requested addressed as follows:

If to the County, to:

Lancaster County Board of Commissioners  
50 North Duke Street  
Lancaster, PA 17602

with copies to:

Lancaster County Solicitor  
50 North Duke Street  
Lancaster, PA 17602 and

Lancaster County Planning Commission  
50 North ~~Duke~~ Street  
Lancaster, PA 17602

If to LCSWMA, to:

Lancaster County Solid Waste Management Authority  
1299 Harrisburg Pike  
Lancaster, PA -17603

IN WITNESS WHEREOF, the County and LCSWMA hereto have duly  
executed and delivered this Agreement.

COUNTY OF LANCASTER

Dated: 5-30-90

By: [Signature]  
Brenneman, Chairman

By: [Signature]  
James E. Huber

Attest: [Signature]

By: [Signature]  
Brad S. Fischer

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

Dated: June 1, 1990

By: [Signature]  
RICHARD J. STANGLER Chairman

Attest: [Signature]  
IMMO SULYOK Secretary

Solicitor Approval:  
George T. Burkholder 5/30/90

## **Appendix B**

### **Amendment to the Municipal Waste Management Agreement**



AMENDMENT  
TO THE MUNICIPAL WASTE MANAGEMENT AGREEMENT  
BETWEEN  
LANCASTER COUNTY  
AND  
LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

THIS AMENDMENT TO THE MUNICIPAL WASTE MANAGEMENT AGREEMENT (this "**Amendment**") between the COUNTY OF LANCASTER, a third class county and a municipal corporation of the Commonwealth of Pennsylvania (the "**County**"), and the LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY (the "**Authority**"), a body corporate and politic existing under the Pennsylvania Municipality Authorities Act, as amended (the "**Act**"), is made as of the 15<sup>th</sup> day of August, 2014.

**BACKGROUND.** 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. 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.

Section 303(d) of Act 101 authorizes the County to enter into an agreement with another person, including a municipal authority such as the Authority, pursuant to which that other person undertakes to fulfill all or part of the County's responsibilities under Act 101 for municipal waste planning and implementation of the approved County Act 101 plan (each an "**Act 101 Plan**"). In 1990, pursuant to a request from the Board of Commissioners of the County (the "**County Board**"), the Authority prepared a revision to the County's Act 101 Plan (the "**1990 Plan**"). The 1990 Plan, as approved and adopted by both the County Board and the Board of Directors for the Authority (the "**Authority Board**"), was implemented in part through a Municipal Waste Management Agreement entered into between the County and the Authority (the "**Management Agreement**"), dated June 1, 1990. Pursuant to Section 5 of the Management Agreement, the County delegated to the Authority all rights, duties, and obligations of the County under Act 101 for municipal waste planning and for implementation of the 1990 Plan, and the Authority agreed to assume such rights, duties, and obligations. Section 8 of the Management Agreement provided that the term of the Management Agreement would end on December 31, 2030 (the "**Termination Date**").

By Resolution No. 29-2010, the County Board on April 21, 2010 adopted and approved a revision to the 1990 Plan (the "**2010 Plan**"), which 2010 Plan reaffirmed the Management Agreement and the County's delegation to the Authority of its rights, duties, and obligations under Act 101. By Resolution 2010-1, on March 29, 2010, the Authority Board approved the 2010 Plan.

By Resolutions 65-2012 and 59-2013, the County Board authorized and affirmed the Authority to purchase from The Harrisburg Authority ("**THA**") certain real estate, improvements, and related assets located in the City of Harrisburg and Swatara Township,

Dauphin County, Pennsylvania, referred to as the Susquehanna Resource Management Complex (the "SRMC"), and to own and operate the SRMC as a solid waste disposal and processing and energy generation facility (the "Project"). By Resolution 2013-8, on August 29, 2013, the Authority Board approved an Asset Purchase Agreement between the Authority and THA whereby the Authority agreed to purchase the SRMC upon the terms and conditions set forth therein (the "Purchase Agreement"). On December 23, 2013, the Authority completed its purchase of the SRMC pursuant to the Purchase Agreement in part through the issuance and sale of the Solid Waste Disposal System Revenue Bonds, Series A of 2013 (the "2013A Bonds"), and the Guaranteed Authority Bonds (Dauphin County Guaranty), Series B of 2013 (the "2013B Bonds", and together with the 2013A Bonds, the "2013 Bonds"). The 2013 Bonds require the Authority to make certain payments of debt service and repayment of principal over a period of twenty (20) years.

By Resolution \_\_-2014, the County Board approved a non-substantial revision to the 2010 Plan (the "2014 Plan"), which 2014 Plan authorizes the Authority to transport municipal waste generated within the County to the SRMC for disposal and processing. To ensure that the Authority has sufficient financial capacity and security to carry out its duties as the agent of the County under Act 101, the 2014 Plan contemplates and authorizes an extension of the term of the Management Agreement such that the Termination Date will occur after and subsequent to the expiration of the 2013 Bonds.

NOW, THEREFORE, with the Management Agreement, the 2014 Plan, and the foregoing Background incorporated by reference, and intending to be legally bound, the parties deem it appropriate to implement and fulfill the 2014 Plan, and for the County and Authority to execute this Amendment as follows:

1. AGREEMENT TO ADOPT AND IMPLEMENT 2014 PLAN.

(a) The County shall adopt the 2014 Plan. The County shall not amend, revised, repeal, change, or otherwise alter the 2014 Plan prior to the expiration of the Management Agreement without the prior written consent of the Authority.

(b) The County and the Authority shall use their best efforts to obtain approval, deemed or otherwise, of the 2014 Plan by the Department of Environmental Protection of the Commonwealth of Pennsylvania ("DEP").

2. EXTENSION OF TERM. Section 8(b) of the Management Agreement is hereby amended and restated to provide that the term of the Management Agreement shall end on December 31, 2044.

3. OTHER TERMS. Except as set forth herein, all other terms and conditions of the Management Agreement shall remain in full force and effect.

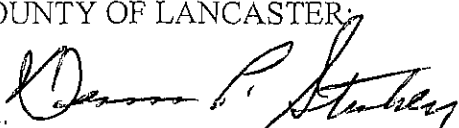
4. MISCELLANEOUS. Capitalized terms used in this Amendment and not otherwise defined herein shall be defined as set forth in Management Agreement. This Amendment may be executed by facsimile, by electronic means, or in two (2) or more counterparts, each of which

shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute but one and the same Agreement.

IN WITNESS WHEREOF, the County and the Authority have caused this Amendment to be executed in their respective names, have caused their respective corporate seals to be affixed to this Amendment, have caused this Amendment to be attested, all by their duly authorized officers and representatives, and have caused this Amendment to be dated as of the date and year first written above.


COUNTY OF LANCASTER:

Dated: August 22, 2014

By:   
Dennis P. Stuckey, Chairman

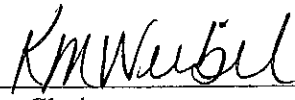
By:   
Scott F. Martin, Vice Chair

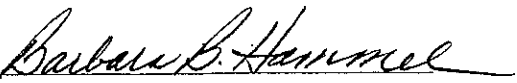
Attest:   
Assist. Chief Clerk

By:   
Craig E. Lehman

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

Dated: 8/15/14

By:   
Chair

Attest:   
Secretary

On motion of Commissioner Lehman, seconded by Commissioner Martin, it was agreed for the County of Lancaster to approve the following:

**Amendment to the Municipal  
Waste Management Agreement  
With:**

Lancaster County Solid Waste Management Authority  
Lancaster, Pennsylvania

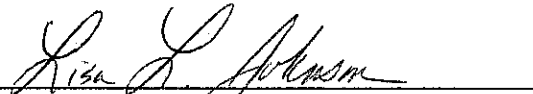
**Purpose:**

To extend the term of the agreement from December 31, 2030 to December 31, 2044.

Motion passed unanimously.

I, Lisa L. Johnson, Assistant Chief Clerk to the County of Lancaster, Pennsylvania, do hereby affirm that the above motion was adopted by the Lancaster County Board of Commissioners at its regularly scheduled meeting held on the 20<sup>th</sup> day of August, 2014.

ATTEST:



Assistant Chief Clerk  
County of Lancaster, Pennsylvania  
Date: August 20, 2014

8/20/14

## **Appendix C**

### **Municipal Waste Flow Ordinance**

MUNICIPAL SOLID WASTE DISPOSAL  
AND JOINT COOPERATION ORDINANCE

WHEREAS, the Pennsylvania Solid Waste Management Act, Act of July 7, 1980, P.L.380, No. 97, Pa. Stat. Ann. tit. 35 § 6018.101 et seq., (Purdon Supp. 1985) ("SWMA"), was enacted to establish a comprehensive planning and regulatory framework to deal with the storage, collection, transportation, processing of solid waste, including municipal waste, as defined in Section 103 of SWMA, Pa. Stat. Ann. tit. 35, § 6018.103 (Purdon Supp. 1985); and

WHEREAS, Section 202 of SWMA makes each municipality responsible for the collection, transportation, processing and disposal of municipal waste generated or present within its boundaries and authorizes municipalities to contract with any other person or municipality, including a county or an authority, to carry out such responsibilities, Pa. Stat. Ann. tit. 35, § 6018.202 (Purdon Supp. 1985); and

WHEREAS, Section 202 of SWMA further authorizes municipalities to adopt ordinances, regulations and standards (1) regulating the storage and collection of municipal waste and (2) requiring disposal of all municipal waste generated within their jurisdiction at a designated facility, Pa. Stat. Ann. tit. 35, § 6018.202 (Purdon Supp. 1985); and

WHEREAS, Section 201 of SWMA requires the preparation of municipal waste management plans, Pa. Stat. Ann. tit. 35, § 6018.201 (Purdon Supp. 1985); and

WHEREAS, in cases where the applicable planning agency determines that it is in the public interest for municipal waste management and disposal to be a public function and the governing body approves this determination, Section 202(c) of SWMA requires each municipal waste management plan to provide the mechanisms to do so, Pa. Stat. Ann. tit, 35, § 6018.202(c) (Purdon Supp. 1985); and

WHEREAS, SWMA gives counties, cities, townships, boroughs and authorities created by such municipalities concurrent responsibility for the planning and regulation of municipal waste collection, transportation and disposal by defining all such entities as municipalities, see, Pa. Stat. Ann. tit. 35, § 6018.103 (Purdon Supp. 1985); and

WHEREAS, pursuant to Section 201(b), Pa. Stat. Ann. tit. 35, § 6018.201(b) (Purdon Supp. 1985) and other requirements of SWMA, various municipalities in the County have adopted resolutions requesting the County Board of Commissioners ("County Board") to prepare a comprehensive municipal waste management plan on the municipalities' behalf; and

WHEREAS, pursuant to such requests and the County's independent authority under Section 201 of SWMA Pa. Stat. Ann. tit. 35, § 6018.201 (Purdon Supp. 1985), the County Board has developed and adopted a municipal waste management plan for municipal waste disposal ("Plan") in which (1) the County undertakes to assist such municipalities with the disposal of municipal waste and (2) resource recovery is emphasized; and

WHEREAS, the Plan calls for the (1) construction of a resource recovery facility for incineration of municipal waste and generation of energy, (2) expansion of the existing Creswell Landfill owned and operated by the Lancaster Area Refuse Authority ("LARA") for the disposal of nonprocessable municipal waste, residue from the resource recovery facility, and municipal waste generated within the County which exceeds the capacity of the resource recovery facility, and (3) construction of transfer facilities throughout the County (hereinafter collectively referred to as the "County System" or "System"); and

WHEREAS, the Plan (1) determines that it is in the public interest for municipal waste management and disposal to be a public function, (2) calls for the creation of the Lancaster County Solid Waste Management Authority ("LCSWMA") from LARA, and (3) designates LCSWMA as the public agency responsible for the financing, design, construction and operation of the facilities comprising the County System; and

WHEREAS, in order to finance the construction and purchase of the facilities and equipment comprising the County System and to eliminate uneconomical operations, it is necessary for the County and its municipalities to make legally enforceable commitments to assure the delivery of substantially all Regulated Municipal Waste, as hereinafter defined, presently generated within the County into the County System; and

WHEREAS, the Intergovernmental Cooperation Act, Act 180, of July 12, 1972, Pa. Stat. Ann. tit. 53, §§ 481 to 490



(Purdon 1974 and Purdon Supp. 1985), and Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania authorize municipalities to enter into joint cooperation agreements with other municipalities in the exercise or performance of their respective governmental functions, powers or responsibilities and to delegate to other municipalities, including counties, the authority to exercise said governmental functions, powers or responsibilities; and

WHEREAS, each of the Participating Municipalities, as defined below, has determined that it is in the public interest for municipal waste management and disposal to be a public function controlled and implemented by the County and LCSWMA; and

WHEREAS, each of the Participating Municipalities has determined that it is appropriate and in its interest to enact certain ordinances ("Waste Flow Ordinances") providing for the disposition of municipal waste generated within its jurisdiction at facilities comprising the County System; and

WHEREAS, the County and the Participating Municipalities have agreed to act in good faith and take all necessary and appropriate actions in cooperation with one another to effectuate a joint cooperation agreement ("Intermunicipal Agreement") pursuant to their respective lawful authority; and

WHEREAS, the County and LCSWMA have entered into an agreement ("LCSWMA Agreement") further to effectuate the purposes of the Intermunicipal Agreement; and

WHEREAS, the LCSWMA Agreement is conditioned upon execution of the Intermunicipal Agreement by the County and other municipalities with sixty (60) percent of the County's population; and

WHEREAS, the Intermunicipal Agreement is entered into for the mutual benefit of the County and the Participating Municipalities with LCSWMA as a beneficiary and is not intended by the parties to be for the benefit of any other persons; and

WHEREAS, it is understood that failing the implementation of the arrangements contemplated in the Intermunicipal Agreement, the Participating Municipalities will have continuing responsibilities for the collection, transportation, processing and disposal of municipal waste in accordance with Pa. Stat. Ann. tit. 35, § 6018.202 (Purdon Supp. 1985); and

WHEREAS, the \_\_\_\_\_ of \_\_\_\_\_ has full authority under the applicable laws to provide for the management of municipal solid waste within its boundaries as hereinafter provided; and

WHEREAS, pursuant to the Intermunicipal Agreement, the County will agree to enact a parallel ordinance ("County Waste Flow Ordinance") requiring the disposal of all Regulated Municipal Waste generated within the County at the facilities comprising the County System, forbidding the collection of municipal waste within the County by collectors or haulers of municipal waste not licensed by LCSWMA to dispose of waste at

facilities comprising the County System, and authorizing the County and LCSWMA to develop additional necessary rules and regulations concerning solid waste collection, transportation and disposal; and

WHEREAS, pursuant to the LCSWMA Agreement and the Intermunicipal Agreement, LCSWMA will agree to administer and the County will agree to enforce said rules, regulations and licensing requirements; and

WHEREAS, legislation is presently pending before the Pennsylvania General Assembly which would provide counties with unilateral authority to require disposal of all municipal solid waste at a designated facility or facilities; and

WHEREAS, the form of this Ordinance has been approved by the County and has been included in the Plan approved by the Pennsylvania Department of Environmental Resources ("DER"); and

WHEREAS, the County is willing to assist in the implementation of the Plan but only after ordinances similar to this Ordinance have been enacted by a sufficient number of municipalities in the County to make construction of such solid waste facilities as proposed in the Plan feasible.

NOW, THEREFORE, it is hereby enacted and ordained by the \_\_\_\_\_ of \_\_\_\_\_ as follows:

Section 1. Definitions. The following terms shall have the followings meanings in this Ordinance:

(a) "County". The County of Lancaster.

(b) "Existing Contract". Any agreement or contract fully executed prior to the effective date of this Ordinance for the collection, disposal or transportation of municipal waste generated within this municipality.

(c) "Facility". The waste to energy incinerator to be constructed by or on behalf of LCSWMA pursuant to the Plan.

(d) "Full System Operation" or "Fully Operational". That date which is sixty (60) days from the date upon which the County and other municipalities representing in the aggregate not less than sixty percent (60%) of the population of the County, as determined by the 1980 Decennial Census of the United States, execute the Intermunicipal Agreement and enact Waste Flow Ordinances.

(e) "LCSWMA". The Lancaster County Solid Waste Management Authority, its assigns, its successors in interest, and its predecessor in interest, the Lancaster Area Refuse Authority.

(f) "Municipality". The \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ of the \_\_\_\_\_ class located with the County of Lancaster, Commonwealth of Pennsylvania.

(g) "Person". Any individual, firm, partnership, corporation, association, cooperative enterprise, trust, municipal authority, federal institution or agency, state institution or agency, municipality, other governmental agency or any other entity or any group of such persons which is recognized by law as the subject of rights and duties. In any

provisions of this Ordinance prescribing a fine, penalty, imprisonment or denial or grant of any license, the term "person" shall include the officers and directors of a corporation or other legal entity having officers and directors.

(h) "Plan". The municipal waste management plan for the County adopted by the County or municipalities therein and approved by the Pennsylvania Department of Environmental Resources.

(i) "Point of Entry into the System". Any delivery site within the System designated by LCSWMA for delivery of Regulated Municipal Waste.

(j) "Recycling". The collection, separation, recovery and sale or reuse of metals, glass, paper, yard waste and other materials which would otherwise become municipal waste.

(k) "Regulated Municipal Waste". Any garbage, refuse, industrial lunchroom or office waste, and other material including solid or semi-solid material resulting from operation of residential, municipal, commercial, or institutional establishments and from community activities, and any other solid waste which is within the definition "Municipal waste" set forth in Section 103 of the Pennsylvania Solid Waste Management Act, Act of July 2, 1980, P.L. 380, No. 97, Pa. Stat. Ann. tit. 35, §6018.103 (Purdon Supp. 1985), and which LCSWMA, the County, or any contractor ("Contractor") selected

by the County or LCSWMA to construct and/or operate a resource recovery facility or facilities to be located within the municipal boundaries of the County by ordinance or regulation is willing to accept at the Facility, but excluding (a) any liquid waste or sludge, (b) any waste which is defined by existing or future federal or state law or regulation as hazardous waste or residual waste, (c) infectious waste, pathological waste, or other waste for which treatment or handling requirements different from those normally applicable to municipal waste apply, (d) polychlorinated biphenyls, (e) any waste which may be marketable and which is intentionally segregated for purposes of recycling and (f) materials specifically excluded under applicable County or LCSWMA ordinances, rules or regulations.

(l) "Source Separation". The segregation and collection, prior to delivery to a Point of Entry into the System, of materials for the sole purpose of Recycling.

(m) "System". The overall solid waste management and disposal system and every aspect thereof owned or operated by or on behalf of LCSWMA, including, without limitation, equipment, transfer stations, resource recovery facilities, and landfills, owned or operated, or to be acquired, constructed or operated by LCSWMA or any agent, designee or contractor thereof in implementation of the Plan.

(n) "Transfer Facility". Any solid waste facility which is now or hereafter may be established by LCSWMA or the

County for the purpose of accepting solid waste for processing and economical consolidation for subsequent delivery to the Facility or other solid waste disposal site.

(o) All other words and phrases shall have the same meanings as set forth in the Pennsylvania Solid Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, Pa. Stat. Ann. tit. 35, § 6018.101 et seq., (Purdon Supp. 1985) as it may hereinafter be amended or supplemented by legislation regarding municipal waste planning.

Section 2. Operation By Licensed Collectors.

(a) Licensing. No person who is not duly licensed by LCSWMA to deliver waste to the County System may collect or transport municipal waste located or generated within this Municipality. This prohibition shall become effective one hundred twenty (120) days from the effective date of this section of this Ordinance.

(b) Compliance with rules, regulations and ordinances. In carrying on activities related to solid waste collection or transportation within this Municipality, all municipal waste collectors and all municipal waste transporters shall comply with all rules, regulations and ordinances pertaining to the collection, transportation and disposal of solid waste as may be hereinafter enacted by this Municipality or by the County pursuant to a parallel County Waste Flow Ordinance and all rules and regulations enacted by LCSWMA pursuant to authority given it under Pa. Stat. Ann. tit. 53, § 315 (Purdon 1974 and Purdon Supp. 1985), as hereafter amended.

(c) Administration. Licenses hereunder shall be issued, revoked and administered by LCSWMA.

Section 3. Disposal at Designated Solid Waste Processing or Disposal Facility.

(a) Delivery to LCSWMA/County Sites. All municipal waste collectors and transporters shall deliver and dispose of all Regulated Municipal Waste collected or generated within the Municipality at a transfer station or disposal facility owned and operated by or on behalf of LCSWMA, subject to such reasonable regulations for the operation thereof as may be established by the County or LCSWMA.

(b) Disposal at Other Sites. Disposal of Regulated Municipal Waste collected or generated within the Municipality may occur at other sites only as permitted by rule, regulation, ordinance or order duly issued by the County or by the written agreement of the County, LCSWMA, and the Municipality. Disposal of Regulated Municipal Waste at an existing facility from sources reflected on the notice to the Municipality, the County, and LCSWMA as provided in Section 6(c) of this Ordinance shall be permitted.

(c) Recycling. Nothing herein shall be deemed to prohibit Source Separation or Recycling or to affect any sites at which Source Separation or Recycling may take place.

Section 4. Regulations.

(a) Compliance with County and LCSWMA Regulations. The collection, transportation and disposal of municipal waste



present or generated within the Municipality shall be subject to such further reasonable rules and regulations as may from time to time be promulgated by the County pursuant to its Waste Flow Ordinance and such rules and regulations as may be adopted by LCSWMA pursuant to Pa. Stat. Ann. tit. 53, § 315 (Purdon 1974 and Purdon Supp. 1985), as hereafter amended, including, without limitation, regulations governing applications and standards for licensing, fees to be charged for such licensing, the terms of licenses, procedures, record-keeping, transportation routes and other matters.

(b) County Authorization to Adopt Regulations. Rules and regulations adopted by the County pursuant to the parallel County Waste Flow Ordinance to be adopted pursuant to the Intermunicipal Agreement described in Section 11 hereof, shall be deemed rules and regulations adopted under this Ordinance and the County is hereby authorized to adopt such rules and regulations.

(c) Consistency of Regulations with Ordinance and Other Laws. No rules or regulations adopted pursuant to this Ordinance shall be contrary to or less stringent than the provisions of this Ordinance, the Plan, the County Waste Flow Ordinance, the Pennsylvania Solid Waste Management Act or regulations adopted thereunder, or such other laws, regulations or requirements as may be enacted by the United States of America, the Commonwealth of Pennsylvania, the Pennsylvania Department of Environmental Resources or the Pennsylvania Environmental Quality Board governing municipal waste planning, collection, storage, transportation, processing or disposal.

Section 5. Existing Contracts.

(a) Non-interference with Existing Contracts.

Nothing contained in this Ordinance shall be construed to interfere with or in any way modify the provisions of any existing contract in force in the Municipality on the effective date of this Ordinance.

(b) New Contracts and Renewals of Existing Contracts. No renewal of any existing contract upon the expiration of the original term thereof and no new contract for municipal waste collection, transportation, processing or disposal shall be entered into after the effective date of this Ordinance, unless such renewal or such contract shall conform to the requirements of this Ordinance, the County Waste Flow Ordinance, rules and regulations promulgated thereunder, and the terms of licenses issued thereunder.

Section 6. New or Expanded Private Dumps, Transfer Stations and Landfills Prohibited: Continuation of Existing Facilities.

(a) Prohibition of Private Waste Processing and Disposal Facilities. No person other than LCSWMA, the United States of America, the Commonwealth of Pennsylvania, a county, a municipality, an authority created by the foregoing, or a person acting on behalf of the foregoing shall use or permit to be used any property owned or occupied by that person within the Municipality as a municipal waste processing or disposal facility, either for municipal waste generated within the Municipality or elsewhere, without the express written approval of the Municipality, the County and LCSWMA.

(b) Recycling. The prohibition set forth in Section 6(a) of this Ordinance shall not interfere with the operation of any program for Recycling.

(c) Existing Facilities. The prohibition set forth in Section 6(a) of this Ordinance shall not interfere with the operation of any privately or publicly owned solid waste facility which has been issued a solid waste permit before the effective date of this Ordinance, provided:

(i) the owner or operator of the facility provides written notice to the County and the Municipality of the facility permit number, address, ownership and existing sources of waste no later than sixty (60) days after the effective date of this Ordinance;

(ii) the facility accepts Regulated Municipal Waste from no sources within the County other than those then authorized by the Facility's solid waste permit and then being accepted, as reflected on the notice provided the County and Municipality pursuant to this section; and

(iii) the facility shall not be expanded in capacity, with the exception of facilities owned or operated by or on behalf of another county, which facilities may expand if such expansion is consistent with a DER approved municipal waste management plan.

(iv) Notices under this Section shall be submitted to \_\_\_\_\_ on behalf of the Municipality. The County may by resolution designate LCSWMA or another

authority or agency as the entity which will receive notice pursuant to this section.

Section 7. Unlawful Activities; Nuisance.

(a) Unlawful Conduct. It shall be unlawful for any person to

(1) accumulate or cause to be accumulated municipal waste in an amount greater than twenty (20) tons, other than waste which has been Source Separated for the purpose of Recycling;

(2) violate, cause or assist in the violation of any provision of this Ordinance, any rule, regulation or order promulgated hereunder, or any rule, regulation or order promulgated by LCSWMA or the County consistent with this Ordinance;

(3) process, treat, transfer, or dispose of or cause to be processed, treated, transferred or disposed Regulated Municipal Waste generated within the Municipality at any solid waste facility other than a solid waste facility owned or operated by or on behalf of the County or LCSWMA or at an existing solid waste facility as permitted by Section 6(c) of this Ordinance, without the express written consent of any municipality within which the facility is located, the County, and LCSWMA;

(4) collect or transport municipal waste present or generated within the County without a valid license for disposal issued by LCSWMA;

(5) hinder, obstruct, prevent or interfere with the Municipality, the County, LCSWMA or their personnel in the performance of any duty under this Ordinance or in the enforcement of this Ordinance;

(6) act in a manner that is contrary to Pennsylvania Solid Waste Management Act, regulations promulgated thereunder, the Plan, this Ordinance, the County Ordinance, rules or regulations promulgated thereunder, or the terms of licenses issued thereunder.

(b) Public Nuisance. Any unlawful conduct set forth in Section 7(a) hereof shall constitute a public nuisance.

Section 8. Penalties. Any person who engages in unlawful conduct as defined in this Ordinance shall, upon conviction thereof, in a summary proceeding before a district justice, be sentenced to pay a fine of not more than Three Hundred Dollars (\$300.00) and not less than One Hundred Fifty Dollars (\$150.00), and, in default of payment thereof, shall be committed to the county jail for a period not exceeding thirty days.

Section 9. Revocation of License. Upon finding that any person has engaged in unlawful conduct as defined in this Ordinance, (a) LCSWMA, the Municipality, the County may revoke any license issued by LCSWMA to that person in accordance with Section 2 of this Ordinance and (b) LCSWMA may deny any subsequent application by that person for a license pursuant to Section 2 hereof.

Section 10. Injunctions; Concurrent Remedies.

(a) Restraining Violations. In addition to any other remedy provided in this Ordinance, the Municipality, the County or LCSWMA may institute a suit in equity where unlawful conduct or public nuisance exists as defined in this Ordinance for an injunction to restrain a violation of this Ordinance or rules, regulations, orders or the terms of licenses promulgated or issued pursuant to this Ordinance. In addition to an injunction, the court may impose penalties as authorized by Section 8 hereof and revoke any licenses as authorized by Section 9 hereof.

(b) Concurrent Remedies. The penalties and remedies prescribed by this Ordinance shall be deemed concurrent. The existence or exercise of any remedy shall not prevent the Municipality, the County or LCSWMA from exercising any other remedy provided by this Ordinance or otherwise provided at law or equity.

Section 11. Intermunicipal Agreement.

(a) Entry into Intermunicipal Agreement. In order to implement the intent and terms of this Ordinance, the Municipality, pursuant to the authority of the Intergovernmental Cooperation Act, Act of July 12, 1972, No. 180, codified at Pa. Stat. Ann. tit. 53, §§ 481 to 490 (Purdon 1974 and Purdon Supp. 1984) and Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania, hereby enters into the intermunicipal joint cooperation agreement between

this Municipality, the County, and other municipalities within the County of Lancaster, which is attached hereto as Exhibit A and incorporated herein, together with such changes consistent with this Ordinance, if any, as may be approved by the officials of the parties executing the same, such execution to be conclusive evidence of such approval ("Intermunicipal Agreement").

(b) Terms and Implementation of Intermunicipal Agreement. As more fully set forth in the Intermunicipal Agreement and this Ordinance:

(1) Conditions and Terms of Agreement.

In the Agreement:

(i) the County agrees (A) to arrange for the provision of municipal waste disposal facilities for the economical and environmentally sound disposal of municipal waste generated within the Participating Municipalities, (B) to coordinate recycling activities and marketing and (C) to assure continuing municipal waste planning for the County and the Participating Municipalities by entering into an agreement with LCSWMA;

(ii) the County and Participating Municipalities representing, in the aggregate, not less than sixty percent (60%) of the population of the County each agree to enact a Waste Flow Ordinance in a form substantially similar to this Ordinance and to assure otherwise that all Acceptable Municipal Solid Waste be delivered to the County System;

(iii) the County agrees (A) to enact rules and regulations, (B) to cause LCSWMA to enact additional rules and regulations and to administer a licensing program, and (C) to enforce this Ordinance and the parallel Municipal and County Waste Flow Ordinances;

(iv) the County agrees to assure reasonable solid waste disposal fees for residents of the Participating Municipalities; and

(v) the parties agree to cooperate in the joint enforcement of the Intermunicipal Agreement and all Ordinances enacted pursuant to the Intermunicipal Agreement and this Municipality thereby agrees cooperatively to exercise, to delegate to the County, and to allow delegation of such powers, duties and responsibilities as set forth in the Intermunicipal Agreement.

(2) Duration of Term of the Agreement. The term of the Intermunicipal Agreement shall commence upon the date on which the County and other municipalities representing at least sixty (60) percent of the population of the County have executed the Intermunicipal Agreement and shall terminate forty (40) years following that date, unless terminated earlier for cause.

(3) Purpose and Objectives of Agreement. The purpose of the Intermunicipal Agreement is to provide a mechanism (i) to finance, to construct and to operate a municipal waste disposal system to serve this Municipality and other municipalities within the County, (ii) to administer a



Countywide recycling program, and (iii) to provide continuing municipal waste planning, as more fully set forth in the recitals to the Intermunicipal Agreement and this Ordinance.

(4) Manner and Extent of Financing the Agreement. Enforcement of this Ordinance shall be financed by the County's general revenues, except insofar as the Municipality elects to enforce this Ordinance; administration of this Ordinance the recycling program and planning shall be financed by LCSWMA with revenues received from operation of the County System; and construction and operation of the County System shall be financed by debt instruments issued by LCSWMA and operating revenues.

(5) Organizational Structure Necessary to Implement the Agreement. LCSWMA shall be formed from LARA by amendment of LARA's Articles of Incorporation; LCSWMA shall (a) construct and operate or arrange for the construction and operation of the County System and (b) administer and enforce this Ordinance and parallel ordinances adopted by the County and other municipalities pursuant to the Intermunicipal Agreement; and the County and the Municipality shall enforce said Waste Flow Ordinances with assistance from LCSWMA.

(6) Management and Acquisition of Property. All property within the County System shall be acquired, managed and disposed of by LCSWMA, in accordance with its separate agreement with the County and the powers and duties imposed upon LCSWMA by law.

(c) Execution. Appropriate officers of the Municipality are authorized and directed to execute the Intermunicipal Agreement on behalf of the Municipality.

Section 12. County/LCSWMA Operations and Charges. The Municipality has been advised by the County that the Plan proposes to provide for solid waste processing and disposal facilities which will be operated efficiently and economically by LCSWMA and in accordance with all applicable laws and regulations, and also that LCSWMA will impose reasonable charges, which will be uniform among all classes of the users of the plant or plants from Participating Municipalities which execute the Intermunicipal Agreement within ninety (90) days of the date upon which DER grants preliminary approval to the Plan. Charges may differ for different categories of waste and for different points of Entry into the System.

Section 13. Construction. The terms and provisions of this Ordinance are to be liberally construed, so as best to achieve and to effectuate the goals and purposes hereof. This Ordinance shall be construed in pari materia with the Act of July 7, 1980, P.L. 380, No. 97, known as the Solid Waste Management Act, Pa. Stat. Ann. tit. 35, § 6018.101 et seq. (Purdon Supp. 1985).

Section 14. Severability. The provisions of this Ordinance are severable. If any provision of this Ordinance or its application to any person or circumstance is held invalid, said invalidity shall not affect any other provision or

application of this Ordinance which can be given effect without the invalid provision or application.

Section 15. Repealer. All provisions of any other ordinance which are inconsistent with the provisions of this Ordinance are hereby repealed.

Section 16. Effective Date. Sections 5 and 11 of this Ordinance shall become effective immediately, as provided by law, and the remainder of this Ordinance shall become effective on the date upon which the System becomes Fully Operational.

Enacted and ordained this \_\_\_\_\_ day of \_\_\_\_\_,  
198\_\_.

Attest: \_\_\_\_\_

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

(See following pages for signatures.)

### Municipal Waste Flow Ordinances

<u>Municipality</u>	<u>Date Passed</u>	<u>Ordinance No.</u>
Adamstown Borough	January 6, 1987	217
Akron Borough	January 12, 1987	354
Bart Township	December 31, 1986	--
Brecknock Township	January 19, 1987	61
Caernarvon Township	January 5, 1987 & April 13, 1987	--
Christiana Borough	January 6, 1987	138
Clay Township	January 12, 1987	02-11287
Colerain Township	December 29, 1986	--
Columbia Borough	January 12, 1987	--
Conestoga Township	December 30, 1986	86-11
Conoy Township	January 29, 1987	--
Denver Borough	December 15, 1986	412
Drumore Township	December 29, 1986	--
Earl Township	January 5, 1987	--
East Cocalico Township	January 5, 1987	--
East Donegal Township	January 8, 1987	--
East Drumore Township	December 27, 1986	--
East Earl Township	January 27, 1987	--
East Hempfield Township	January 21, 1987	--
East Lampeter Township	December 23, 1986	109
East Petersburg Borough	January 6, 1987	--
Eden Township	January 8, 1987	--
Elizabeth Township	January 16, 1987	--
Elizabethtown Borough	January 15, 1987	--
Ephrata Borough	January 12, 1987	--
Ephrata Township	January 5, 1987	80
Fulton Township	December 30, 1986	--
Lancaster City	January 27, 1987	2-1987
Lancaster Township	December 22, 1986	11
Leacock Township	January 5, 1987	--
Lititz Borough	December 30, 1986	C-305

Municipal Waste Flow Ordinances - Continued

<u>Municipality</u>	<u>Date Passed</u>	<u>Ordinance No.</u>
Little Britain Township	December 29, 1986	15
Manheim Borough	December 16, 1986	--
Manheim Township	January 12, 1987	1987-6
Manor Township	January 5, 1987	--
Marietta Borough	January 13, 1987	--
Martic Township	September 8, 1987	--
Millersville Borough	January 28, 1987	1987-3
Mount Joy Borough	April 13, 1987	456
Mount Joy Township	January 8, 1987	LXXXVI
Mountville Borough	January 12, 1987	--
New Holland Borough	January 6, 1987	365
Paradise Township	December 16, 1986	--
Penn Township	December 22, 1986	8-1986
Pequea Township	December 31, 1986	--
Providence Township	December 30, 1986	--
Quarryville Borough	January 5, 1987	245
Rapho Township	January 15, 1987	01-87
Sadsbury Township	December 29, 1986	--
Salisbury Township	December 16, 1986	12-16-86-3
Strasburg Borough	January 13, 1987	--
Strasburg Township	December 22, 1986	20
Terre Hill Borough	January 13, 1987	1987-1
Upper Leacock Township	December 18, 1986	--
Warwick Township	January 5, 1987	--
West Cocalico Township	December 22, 1986	53
West Donegal Township	January 5, 1987	57-87
West Earl Township	December 30, 1986	60
West Hempfield Township	January 20, 1987	--
West Lampeter Township	January 19, 1987	88

Enacted and ordained this 10<sup>th</sup> day of January,  
1987.

Attest: Cindy Adrij  
Secretary

By: Charles S. Fisher  
President.

ADAMSTOWN BOROUGH

ORDINANCE NO. 217

\*\*\*\*\*

Enacted and ordained this 12<sup>th</sup> day of JANUARY,  
1987.

Attest: Richard Gilbert

By: W. A. P. P. P.

AKRON BOROUGH

ORDINANCE NO. 354

\*\*\*\*\*

Enacted and ordained this 31<sup>st</sup> day of December,  
1986.

Attest: John B. Drier  
Municipal Secretary  
Bart Township

By: Ronald Pomeroy  
Chairman, Board of Supervisors  
Bart Township

R. Edwin Karmick  
Vice Chairman

Paul W. Thompson  
Supervisor

Enacted and ordained this 10th day of January,

1987.

Attest: Mildred A. Shank

By: Richard E. Sargent

BRECKNOCK TOWNSHIP

ORDINANCE NO. 61

\*\*\*\*\*

ENACTED and ORDAINED this 5th day of January, 1987.

CAERNARVON TOWNSHIP  
BOARD OF SUPERVISORS

Attest: Terry L. Styer  
Terry L. Styer,  
Secretary

By: Jerald L. Martin  
Jerald L. Martin, Chairman

Munc. E.10

CAERNARVON TOWNSHIP

ENACTED JANUARY 5, 1987, AND APRIL 13, 1987

\*\*\*\*\*

Enacted and ordained this 6th. day of January,

1987.

Attest: Lolanna D. Rattos  
Borough Secretary

By: Carroll R. Dyer  
President of Council

APPROVED this 6th. Day of January, 1987.

By: Joseph W. Wright  
Mayor

CHRISTIANA BOROUGH

ORDINANCE NO. 138

Enacted and ordained this 12th day of JANUARY,  
1987.

Attest: J. Glenn Wisler

By: John H. Buehler

CLAY TOWNSHIP

ORDINANCE NO. 02-11287

\*\*\*\*\*

Enacted and ordained this 29th day of December,  
1986.

Attest: Martha M. Kepler, Sec.  
(Mrs.) Martha M. Kepler, Sec.

By: C. Richard Hastings, CHM.  
C. RICHARD HASTINGS, CHM.

COLERAIN TOWNSHIP

\*\*\*\*\*

Enacted and ordained this 12th day of January,  
1987.

Attest: Margaret L. Meyers  
Margaret L. Meyers  
Borough Secretary

By: Paul W. Myers  
Paul W. Myers  
Borough Council President

COLUMBIA BOROUGH



Enacted and ordained this 30<sup>th</sup> day of December,

1986.

Attest William J. Kelly  
WILLIAM J. KELLY  
Secretary - Treasurer

By: John G. Walton Jr.  
John G. Walton Jr., Chairman

CONESTOGA TOWNSHIP

ORDINANCE NO. 86-11 OF 1986

\*\*\*\*\*

Enacted and ordained this 29<sup>th</sup> day of JAN.

1987.

Attest: Robert J. Shickel  
Secretary

By: John L. Spahr  
Chairman of Board

CONOY TOWNSHIP

\*\*\*\*\*

Enacted and ordained this 15<sup>th</sup> day of DECEMBER

1986

Attest: Margaret Showalter

By: John M. Anderson  
President of Borough Council

APPROVED this 15th day of December, 1986.

John M. Anderson  
Mayor

DENVER BOROUGH

ORDINANCE NO. 412

1986. Enacted and ordained this 29<sup>th</sup> day of December,

Attest: Anna B. Morris  
Sec. - Treas.

By: William P. Bolton  
Chairman

DRUMORE TOWNSHIP

\*\*\*\*\*

1987. Enacted and ordained this 5<sup>th</sup> day of January

Attest: Paul Hassen

By: Jack W. Buch

EARL TOWNSHIP

\*\*\*\*\*

1987. Enacted and ordained this 5<sup>th</sup> day of Jan.

Attest: Perrey Witmer

By: Larry J. [unclear]  
Harry Ehelman

EAST COCALICO TOWNSHIP

Enacted and ordained this 8<sup>th</sup> day of January,  
1987.

Attest: Lloyd H. Fisherman By: John W. Brubaker

EAST DONEGAL TOWNSHIP

\*\*\*\*\*

Enacted and ordained this 27<sup>th</sup> day of December,  
1986.

Attest: \_\_\_\_\_ By: John T Byers

EAST DRUMORE TOWNSHIP

\*\*\*\*\*

ENACTED and ORDAINED this 27th day of January, 1987.

EAST EARL TOWNSHIP  
BOARD OF SUPERVISORS

Attest: Earl H. Kreider  
Earl H. Kreider,  
Secretary

By: Clyde W. Martin  
Clyde W. Martin, Chairman

Munc. 9.18

EAST EARL TOWNSHIP

ENACTED and ORDAINED this 21st day of January, 1987.

EAST HEMPFIELD TOWNSHIP  
BOARD OF SUPERVISORS

Attest: Ivan C. Miller  
Secretary

By: Fred C. Geiger, Jr.  
Fred C. Geiger, Jr., Chairman

EAST HEMPFIELD TOWNSHIP

\*\*\*\*\*

ENACTED and ORDAINED this 2nd day of December, 1986.

EAST LAMPETER TOWNSHIP  
BOARD OF SUPERVISORS

Attest: Ivan C. Miller  
Ivan C. Miller,  
Secretary

By: Richard R. Reese  
Richard R. Reese, Chairman

Munc. 8.9  
EAST LAMPETER TOWNSHIP

ORDINANCE NO. 109

\*\*\*\*\*

Enacted and ordained this 6th day of January,  
1987.

Attest: Kathleen Fey  
Secretary

By: Edyn Hill  
Borough Council President

EAST PETERSBURG BOROUGH

Enacted and ordained this 8<sup>th</sup> day of JAN,

1987.

Attest: Robert G. Bldsoe

By: A. J. Gourd

EDEN TOWNSHIP

\*\*\*\*\*

Enacted and ordained this 16<sup>th</sup> day of January,

1987.

Attest: Rodney D. May

By: Jay R. Blue

ELIZABETH TOWNSHIP

\*\*\*\*\*

Enacted and ordained this 15 day of JANUARY,

1987.

Attest: Richard L. ...

By: William ...

ELIZABETH TOWN BOROUGH

enacted and ordained this 12th day of January,

1987.

Attest: [Signature]

By: [Signature]

APPROVED BY ME THIS 12th DAY OF JANUARY 1987

[Signature]  
Clair L. Wolf, Mayor

EPHRATA BOROUGH

\*\*\*\*\*

Enacted and ordained this 5th day of JANUARY,

1987.

Attest: [Signature]

By: [Signature]

EPHRATA TOWNSHIP

ORDINANCE NO. 80

\*\*\*\*\*

Enacted and ordained this 30th day of DECEMBER,

1986.

Attest: [Signature]

By: [Signature]

FULTON TOWNSHIP

Approved this 29th day of January 1987

Orin E. Mann Mayor

Attest: Faye A. Williams City Clerk

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF ORDINANCE NO. 2 -1987, DULY ADOPTED BY THE COUNCIL OF THE CITY OF LANCASTER AT THEIR MEETING HELD ON TUESDAY, JANUARY 27, 1987,

Faye A. Williams  
Faye A. Williams, City Clerk

LANCASTER CITY

\*\*\*\*\*

ENACTED and ORDAINED this 22nd day of December, 1986.

LANCASTER TOWNSHIP  
BOARD OF SUPERVISORS

Attest: Clarence J. Randolph  
Clarence J. Randolph,  
Secretary

By: Willard E. Landis  
Willard E. Landis, Chairman

LANCASTER TOWNSHIP

ORDINANCE NO. 11 OF 1986

\*\*\*\*\*

ENACTED and ORDAINED this 5th day of January, 1987.

LEACOCK TOWNSHIP  
BOARD OF SUPERVISORS

Attest: Charles A. Weidman  
Charles A. Weidman,  
Secretary

By: Frank H. Hoover  
Frank H. Hoover, Chairman

Munc. 10.2

LEACOCK TOWNSHIP

Enacted and ordained this 30th day of December,

1986.

Attest: Sue Ann Barry By: Clyde R. Tshudy  
Sue Ann Barry, Secretary Clyde R. Tshudy, President  
Lititz Borough Council

APPROVED this 30th day of December, A.D. 1986.

By: Roy B. Clair  
Roy B. Clair, Mayor  
ORDINANCE NO. C-305

LITITZ BOROUGH

\*\*\*\*\*

Enacted and ordained this 29th day of December,

1986.

Attest: Clair E. Shepherd By: Charles W Myers  
Secretary-Treasurer Chairman  
John A. Wagner  
Vice-Chairman  
Charles H. Craig  
Supervisor

LITTLE BRITAIN TOWNSHIP

ORDINANCE NO. 15

\*\*\*\*\*

Enacted and ordained this 16th day of December,

1986.

Attest: Shirley C. Shell By: Dan W. Lane

MANHEIM BOROUGH



Enacted and ordained this 12<sup>th</sup> day of January,

1987.

Attest: James M. Clark

By: John B. Herron

MANHEIM TOWNSHIP

ORDINANCE NO. 1987-6

\*\*\*\*\*

Enacted and ordained this 5<sup>th</sup> day of JANUARY,

1987.

Attest: Barbara Douglas

By: Robert F. Becket  
Lester E. Edman

MANOR TOWNSHIP

\*\*\*\*\*

Enacted and ordained this 13th day of January,

1987.

Attest: Robert A. Beem

By: David L. White, President

MARIETTA BOROUGH

Enacted and ordained this 5th day of APRIL,  
1987.  
Attest: Herbert W. Flaxey Secretary  
By: Eugene K. Hines President of Council

MARTIC TOWNSHIP

\*\*\*\*\*

Enacted and ordained this 28th day of January,  
1987.  
Attest: Neil R. Butcher Secretary  
By: James G. Kelly President of Council

MILLERSVILLE BOROUGH

APPROVED this 28th day of January, 1987.

William E. Meyer  
Mayor

MILLERSVILLE BOROUGH

ORDINANCE NO. 1987-3

\*\*\*\*\*

Enacted and ordained this 13th day of APRIL,  
1987.  
Attest: Paul H. Steinhilber Secretary  
By: Donald E. Zeller President, Borough Council

(Borough Seal)

Approved this 13th day of APRIL, 1987.

Robert D. Stuy  
Mayor

MOUNT JOY BOROUGH

ORDINANCE NO. 456

Enacted and ordained this 8<sup>TH</sup> day of JANUARY,

1987.

Attest: *Richard [Signature]*

By: *[Signature]*

MOUNT JOY TOWNSHIP

ORDINANCE NO. LXXXVI

\*\*\*\*\*

Enacted and ordained this 12th day of January,

1987.

Attest: *Marilyn L. [Signature]*

By: *John R. Eby*  
John R. Eby  
President of Council

MOUNTVILLE BOROUGH

\*\*\*\*\*

Enacted and ordained this 6th day of January,

1987.

Attest: *J. Richard Fulcher*  
Secretary

By: *M. Weaner [Signature]*  
Council President

Approved this 6th day of January, 1987.

*Ronald J. [Signature]*  
Mayor

NEW HOLLAND BOROUGH

ORDINANCE NO. 365

ENACTED and ORDAINED this ~~26th~~ day of December, 1966.

PARADISE TOWNSHIP  
BOARD OF SUPERVISORS

Attest: Carl A. Neshey, Jr.  
Carl A. Neshey, Jr.,  
Secretary

By: Gordon B. Ressler  
Gordon B. Ressler, Chairman

Munc. 2.2  
PARADISE TOWNSHIP

\*\*\*\*\*

Enacted and ordained this 22 day of December,  
1986.

Attest: Harold W. Duffenloper By: Donald G. Lefever  
H.W. Duffenloper D.G. Lefever

J.S. Bruckhart  
J.S. Bruckhart

PENN TOWNSHIP

ORDINANCE NO. 8-1986

\*\*\*\*\*

Enacted and ordained this 31 day of December,  
1986.

Attest: Patsy L. Davis  
Patsy L. Davis, Secretary

By: Ralph Schlegelmich  
Ralph Schlegelmich, Chairman

PEQUEA TOWNSHIP

Enacted and ordained this 30<sup>th</sup> day of December,  
1986.

Attest: Frances H. Smith  
Secretary/Treasurer

By: Howard K. Fisher  
Chairman

PROVIDENCE TOWNSHIP

\*\*\*\*\*

Enacted and ordained this 5th day of January,  
1987.

Attest: Barbara J. Tollinger  
Barbara J. Tollinger  
Secretary/Treasurer

By: Clyde A. Dubble  
Clyde A. Dubble  
Council President

QUARRYVILLE BOROUGH

ORDINANCE NO. 245

\*\*\*\*\*

ENACTED and ORDAINED this 15th day of January, 1987.

RAPHO TOWNSHIP  
BOARD OF SUPERVISORS

Attest: Layser N. Shenk  
Layser N. Shenk,  
Secretary

By: Abram B. Siegrist  
Abram B. Siegrist, Chairman

Munc. 8.10  
RAPHO TOWNSHIP

ORDINANCE NO. 01-87

ENACTED and ORDAINED this 29th day of December, 1986.

SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

Attest: Anna Mary Yoder  
Anna Mary Yoder,  
Secretary

By: Nicholas Yoder  
Nicholas Yoder, Chairman

Munc. 8.10  
SADSBURY TOWNSHIP

\*\*\*\*\*

Enacted and ordained this 16 day of Dec,

1986.

Attest: Lester Howard Senter

By: John L. Oberholser  
Hermon S. Moore

SALISBURY TOWNSHIP

ORDINANCE NO. 12-16-86-3

\*\*\*\*\*

Enacted and ordained this 13th day of January,

1987.

Attest: William H. Lutz

By: Mary Rachel Hoover

STRASBURG BOROUGH

ENACTED and ORDAINED this 22nd day of December, 1986.

STRASBURG  
~~LANCASTER~~ TOWNSHIP  
BOARD OF SUPERVISORS

Attest: Robert H. Weaver  
Robert H. Weaver,  
Secretary

By: Elvin Hess  
Elvin Hess, Chairman

Munc. 8.8

STRASBURG TOWNSHIP

ORDINANCE NO. 20

\*\*\*\*\*

Enacted and ordained this 13 th day of January,

1987.

Attest: Linda M. Shie  
Secretary

By: Donald C. Jay  
Council President

Approved this 13th day of January, 1987.

A. LaVerne Zell  
Mayor

TERRE HILL BOROUGH

ORDINANCE NO. 1987-1

\*\*\*\*\*

Enacted and ordained this 18th day of December,

1986.

Attest: C. Lloyd Dagen

By: John Jacob Dierbach

UPPER LEACOCK TOWNSHIP

Enacted and ordained this 5<sup>th</sup> day of Jan.

1987.

Attest: John M. Williams [Signature]

WARWICK TOWNSHIP

\*\*\*\*\*

Enacted and ordained this 22<sup>nd</sup> day of December

1986.

Attest: William A. Beckwith

By: Ellis J. Marfell

WEST COCALICO TOWNSHIP

ORDINANCE NO. 53 OF 1986

\*\*\*\*\*

Enacted and ordained this 5<sup>th</sup> day of January

1987.

Attest: Linda S. Yessy

By: B. L. Garman

WEST DONEGAL TOWNSHIP

ORDINANCE NO. 57-87



Enacted and ordained this 30<sup>th</sup> day of December,  
1986.

Attest: Walter J. Korman

By: Donald C. Fidler Chm

WEST EARL TOWNSHIP

ORDINANCE NO. 60

\*\*\*\*\*

Enacted and ordained this 20<sup>th</sup> day of January,  
1987.

Attest: Frank W. Pankhurst, Jr.

By: Wayne Mitchell  
Chairman

WEST HEMPFIELD TOWNSHIP

\*\*\*\*\*

Enacted and ordained this 19<sup>th</sup> day of January 1987,  
1987.

Attest: Benjamin B. Geoff

By: Harold T. Horn

WEST LAMPETER TOWNSHIP

ORDINANCE NO. 88

**Appendix D**

**County Waste Flow Agreement**

ORDINANCE NO. 22

**LANCASTER COUNTY MUNICIPAL WASTE  
MANAGEMENT ORDINANCE**

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, under Act 97 each municipality (a) was responsible for the storage, collection, transportation, processing and disposal of municipal waste generated or present within its boundaries and (b) was authorized to contract with any person, including a county, municipality or municipal authority, to carry out such responsibilities; and

WHEREAS, Act 97 further authorized each municipality to adopt ordinances, regulations and standards (a) regulating the storage, collection, transportation, disposal and processing of municipal waste and (b) requiring disposal of all municipal waste generated within its boundaries at a designated facility; and

WHEREAS, Act 97 required each municipality to prepare a municipal waste management plan; and

WHEREAS, Act 97 gave municipalities and authorities created by municipalities concurrent responsibility for the planning and regulation of municipal waste storage, collection, transportation, processing and disposal; and

WHEREAS, pursuant to the requirements of Act 97, each municipality within Lancaster County ("County") adopted a resolution requesting the Board of Commissioners ("County Board") of the County to prepare a comprehensive solid waste management plan; and

WHEREAS, pursuant to such requests and the County's independent authority under Act 97, the County Board prepared and adopted the 1986 Lancaster County Solid Waste Management Plan ("1986 Plan"); and

WHEREAS, the 1986 Plan was (a) adopted by each municipality within Lancaster County and (b) approved by the Pennsylvania Department of Environmental Resources; and

WHEREAS, the 1986 Plan provided for a comprehensive and integrated County-wide system for solid waste management ("System") which included, inter alia, (a) construction of a resource recovery facility for incineration of municipal waste and generation of energy, (b) expansion of the then existing

Creswell Landfill owned and operated by the Lancaster Area Refuse Authority ("LARA"), (c) construction of transfer facilities throughout the County and (d) development of a recycling program; and

WHEREAS, the 1986 Plan (a) determined that it was in the public interest for solid waste management and disposal to be a public function, (b) established the Lancaster County Solid Waste Management Authority ("LCSWMA") as the successor to LARA and (c) designated LCSWMA as the public agency responsible for designing, financing, constructing and operating the System; and

WHEREAS, in order to implement the 1986 Plan and finance the System (a) the County and each municipality within the County enacted certain ordinances ("Waste Flow Ordinances"), (b) the County and all municipalities within the County entered into a joint cooperation agreement ("Intermunicipal Agreement") and (c) the County and LCSWMA entered into an agreement ("LCSWMA Agreement") to carry forth the 1986 Plan; and

WHEREAS, the County and each municipality through their respective Waste Flow Ordinances (a) required the delivery to the System of all Regulated Municipal Waste generated within their boundaries, (b) prohibited the collection of Regulated Municipal Waste by persons not licensed by LCSWMA and (c) authorized the

County and LCSWMA to develop, administer and enforce rules and regulations concerning solid waste storage, collection, transportation, processing and disposal; and

WHEREAS, pursuant to the 1986 Plan and in reliance upon the Waste Flow Ordinances, the Intermunicipal Agreement and the LCSWMA Agreement, LCSWMA incurred substantial financial obligations and legal commitments to design, finance, develop, construct and implement the System; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101 ("Act 101") was approved on July 28, 1988; and

WHEREAS, Act 101 gave the County (a) primary responsibility for planning for municipal waste management within its boundaries and (b) the primary power to control the flow of municipal waste generated within its boundaries; and

WHEREAS, the 1986 Plan was deemed under Section 501(b) of Act 101 to be a plan approved under Act 101; and

WHEREAS, Act 101 requires the County to revise the 1986 Plan within two years of the effective date of 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 County Board has designated LCSWMA as the agency to prepare the revision to the 1986 Plan; and

WHEREAS, pursuant to the request of the County Board, LCSWMA has prepared (as a revision to the 1986 Plan) the Lancaster County Municipal Waste Management Plan of 1990 (the "1990 Plan"); and

WHEREAS, the County and each municipality within the County (a) have engaged in mutual and beneficial cooperation and coordination under the 1986 Plan and (b) have effected, through LCSWMA, an effective, efficient, reliable and environmentally safe system for the storage, collection, transportation, processing and disposal of municipal waste generated within the County; and

WHEREAS, the requirements of Act 101 will be best carried forth by (a) adopting this Ordinance and (b) entering into an

agreement with LCSWMA ("Municipal Waste Management Agreement") which will empower and require LCSWMA (i) to implement and carry forth the 1990 Plan and (ii) to fulfill certain duties of the County under Act 101; and

WHEREAS, in the absence of the adoption and approval of the 1990 Plan, this Ordinance and the Municipal Waste Management Agreement, the County and each municipality within the County (a) will have continuing responsibilities for the storage, collection, transportation, processing and disposal of municipal waste and for the regulation, collection and recycling of source separated recyclable materials and (b) may be subject to certain penalties under Act 101; and

WHEREAS, the County intends to adopt and approve (a) the 1990 Plan and (b) the Municipal Waste Management Agreement;

NOW, THEREFORE, it is hereby enacted and ordained by the County of Lancaster as follows:

**Section 1. Definitions.**

(a) "Act 97". The Solid Waste Management Act, Act of July 7, 1980, P.S. 380, No. 97, as now or hereafter amended.



(b) "Act 101". The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101, as now or hereafter amended.

(c) "County". The County of Lancaster, Pennsylvania.

(d) "Existing Contract". Any contract for the storage, collection, transportation, processing or disposal of Regulated Municipal Waste or Source Separated Recyclable Materials generated or located within the County which (i) was legally entered into and (ii) when entered into was legally enforceable.

(e) "Facility". Any (i) solid waste storage, collection, transfer, processing or disposal facility or site constructed, owned or operated by or on behalf of LCSWMA, (ii) LCSWMA approved facility or site at which Source Separated Recyclable Materials may be loaded, unloaded, sorted, separated, processed or reused, or (iii) other facility to which solid waste may be delivered in accordance with the specific approval of LCSWMA.

(f) "LCSWMA". Lancaster County Solid Waste Management Authority, a municipal authority of the County organized and existing under the Municipality Authorities Act of 1945, as amended.

(g) "LCSWMA Rules and Regulations". The rules and regulations adopted and revised from time to time by LCSWMA.

- (h) "Municipality". A municipality within the County.
- (i) "Person". Any individual, firm, partnership, corporation, association, institution, cooperative enterprise, Municipality, municipal authority, governmental entity or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. In connection with any provisions of this Ordinance prescribing a fine, penalty, imprisonment, denial or grant of any license, or any combination of the foregoing, the term "Person" shall include the officers and directors of any corporation or other legal entity having officers and directors.
- (j) "1986 Plan". The 1986 Lancaster County Solid Waste Management Plan.
- (k) "1990 Plan". The 1990 Lancaster County Municipal Waste Management Plan, as now or hereafter amended.
- (l) "Recycling". The collection, separation, recovery and marketing of Source Separated Recyclable Materials, which would otherwise be disposed of or processed as Regulated Municipal Waste.
- (m) "Regulated Municipal Waste". Any solid waste generated or collected within the County which is garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities and

any sludge not meeting the definition of residual or hazardous waste under Act 97 from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include Source Separated Recyclable Materials.

(n) "Source Separated Recyclable Materials".

Materials that (i) are separated from Regulated Municipal Waste at the location where generated in accordance with the 1990 Plan and (ii) are recycled.

(o) "System". The overall solid waste management system, and every aspect thereof, owned or operated by or on behalf of LCSWMA in implementation of the 1990 Plan, including without limitation, equipment, transfer stations, resource recovery facilities, landfills and the like.

Section 2. Waste Flow Control.

All Regulated Municipal Waste and Source Separated Recyclable Materials shall be transported and delivered directly to a Facility, without any intervening transfer, unloading, processing, sorting, salvaging, scavenging or reuse of any portion of any load of Regulated Municipal Waste and Source Separated Recyclable Materials from the time of collection until the time of delivery to the Facility.

**Section 3. Licensing.**

(a) No Person unless duly licensed (or otherwise authorized) by LCSWMA shall store, collect, transport, process or dispose of Regulated Municipal Waste or Source Separated Recyclable Materials.

(b) No Person who generates, owns or possesses Regulated Municipal Waste or Source Separated Recyclable Materials shall, by contract for collection services or otherwise, cause, permit or assist in the storage, collection, transportation, processing or disposal of any Regulated Municipal Waste or Source Separated Recyclable Materials by any Person who is not duly licensed (or otherwise authorized) by LCSWMA.

(c) Notwithstanding the provisions of Section 3(a) and Section 3(b) above, a Person may without a license issued by LCSWMA transport to a Facility Regulated Municipal Waste or Source Separated Recyclable Materials which in either case were generated at such Person's residence.

**Section 4. LCSWMA Administration**

(a) LCSWMA shall have the power and its duty shall be to implement the 1990 Plan and this Ordinance and, in order to carry forth such power and duty, to adopt and enforce LCSWMA Rules and Regulations.

(b) LCSWMA Rules and Regulations shall, at a minimum:

(i) identify those categories of materials from Regulated Municipal Waste which shall be subject to site designation;

(ii) identify those Source Separated Recyclable Materials which shall be subject to site designation for the purpose of Recycling all or any portion of such Source Separated Recyclable Materials.

(iii) identify the Facility for each selected category of Regulated Municipal Waste and for each selected Source Separated Recyclable Material;

(iv) specify such predisposal processing or separation or other requirements as are deemed necessary or convenient for the efficient, effective, reliable and safe operation of a Facility and the System;

(v) govern the issuance, administration and revocation of licenses, including without limitation, application procedures, fees, standards and conditions for licenses, record and reporting requirements, equipment and vehicle requirements, and any other matters deemed necessary or convenient by LCSWMA for the efficient, effective, reliable and safe operation of a Facility and the System, including without limitation:

(A) withholding, suspending or revoking licenses; and

(B) establishing fees for use of the System;

and

(C) establishing fees and penalties for violations of LCSWMA Rules and Regulations (which fees and penalties may be established as determined by LCSWMA in an amount designed to protect the System and to compensate LCSWMA for the costs, damages and lost revenues related to any such violation).

(c) LCSWMA Rules and Regulations shall ensure the efficient, effective, reliable and safe operation of the System. All fees shall be reasonable and uniform, provided, however, that different fees may be charged for:

(i) different categories of Regulated Municipal Waste as established by LCSWMA;

(ii) different points of entry into the System;

and

(iii) Regulated Municipal Waste which is generated within any Municipality that fails to observe the provisions of the Intermunicipal Agreement; and such Regulated Municipal Waste shall be subject to a tipping fee premium in an amount sufficient to compensate LCSWMA and the System for all costs, damages and lost revenues resulting from such Municipality's failure to observe the covenants of the Intermunicipal Agreement.

**Section 5. Existing Contracts.**

(a) Nothing in this Ordinance shall be construed to impair the obligations of any Existing Contract.

(b) No renewal or modification of any Existing Contract, and no new contract for the storage, collection, transportation, processing or disposal of Regulated Municipal Waste or Source Separated Recyclable Materials, shall be entered into after the effective date of this Ordinance unless such renewal or modification or new contract shall have the prior written consent of LCSWMA and shall conform to the requirements of this Ordinance and all LCSWMA Rules and Regulations.

**Section 6. Unlawful Activity.**

It shall be unlawful for any Person to violate, or cause or permit or assist in the violation of, any provision of this Ordinance or of any provision of LCSWMA Rules and Regulations. All unlawful conduct shall also constitute a public nuisance.

**Section 7. Penalty.**

Any Person violating any provision of this Ordinance, or any provision of LCSWMA Rules and Regulations, shall, upon conviction thereof in a summary proceeding, be sentenced for each violation to pay a fine of not more than \$1,000 and costs of prosecution and, in default of the payment of such fine and costs, to undergo imprisonment for not more than ten days. Each violation of any provision of this Ordinance or of any provision of LCSWMA Rules and Regulations, and each day that such a violation shall exist, shall constitute a separate violation and offense.

**Section 8. Enforcement and Prosecution.**

(a) LCSWMA shall administer and enforce on behalf of the County and on its own behalf (i) the provisions of this Ordinance and (ii) the provisions of LCSWMA Rules and Regulations.

(b) The County may (and if LCSWMA shall be unable or unwilling to carry forth its obligations under Section 8(a) above, the County shall) administer and enforce the provisions of this Ordinance.

**Section 9. Injunctive Relief.**

In addition to any other remedy provided in this Ordinance, the County or LCSWMA may jointly or severally institute proceedings to restrain any violation of, or to require compliance with, this Ordinance and/or LCSWMA Rules and Regulations.

**Section 10. Concurrent Remedies.**

The penalties and remedies set forth in this Ordinance are in addition to, not in lieu of, any fines, penalties or remedies provided in LCSWMA Rules and Regulations. The existence or exercise of any remedy shall not prevent the County or LCSWMA from exercising any other remedy (a) provided under (i) this



Ordinance or (ii) LCSWMA Rules or Regulations, or (b) available at law or equity.

**Section 11. Notice.**

At least thirty days prior to the effective date of any LCSWMA Rules and Regulations, LCSWMA shall (a) forward a copy of proposed LCSWMA Rules and Regulations to the County and (b) publish in a newspaper of general circulation within the County a notice that a copy of proposed LCSWMA Rules and Regulations are available for public review and comment.

**Section 12. Prior Ordinances.** This Ordinance is in addition to, and not in lieu of, Ordinance Number 1987-16 adopted and approved March 18, 1987.

**Section 13. Severability.**

The provisions of this Ordinance are severable. If any provision of this Ordinance or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision or application of this Ordinance.

**Section 14. Effective Date.**

This Ordinance shall become effective on the earlier of the date of approval of the 1990 Plan, or the date on which the

1990 Plan is deemed to be approved, by the Pennsylvania Department of Environmental Resources.

Enacted and ordained this 30th day of May, 1990.

COUNTY OF LANCASTER

By: RHB  
R. H. Brenneman, Chairman

By: J E Huber  
James E. Huber

By: Brad S. Fischer  
Brad S. Fischer

Attest:  
Doris S. Kiehl  
DORIS S. KIEHL, Chief Clerk

The undersigned, being the Chief Clerk of the County of Lancaster, hereby certifies that the foregoing Resolutions were duly adopted by the affirmative vote of a majority of all members of the governing body of the County at a public meeting of said governing body duly held on May 30, 1990.

(SEAL)

Doris S. Kiehl  
DORIS S. KIEHL  
Chief Clerk

**Appendix E**

**Resolution by  
Lancaster County Solid Waste Management Authority  
Board of Directors Approving Plan Update and Amendment to Municipal  
Waste Management Agreement**

## RESOLUTION NO. 2014-1

### LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY LANCASTER COUNTY, PENNSYLVANIA

A RESOLUTION AUTHORIZING AND APPROVING THE NON-SUBSTANTIAL REVISION TO THE 2010 LANCASTER COUNTY MUNICIPAL WASTE MANAGEMENT PLAN AND THE AMENDMENT TO THE MUNICIPAL WASTE MANAGEMENT AGREEMENT BETWEEN THE LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY AND THE COUNTY OF LANCASTER

WHEREAS, the Lancaster County Solid Waste Management Authority (the "**Authority**") is a body corporate and politic organized under and governed by the Pennsylvania Municipality Authorities Act, as amended and supplemented; 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 of Lancaster (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, Section 303(d) of Act 101 authorizes the County to enter into an agreement with another person, including a municipal authority such as the Authority, pursuant to which that other person undertakes to fulfill all or part of the County's responsibilities under Act 101 for municipal waste planning and implementation of the approved County Act 101 plan (each an "**Act 101 Plan**"); and

WHEREAS, in 1990, pursuant to a request from the Board of Commissioners of the County (the "**County Board**"), the Authority prepared, as a revision to the County's Act 101 Plan, the 1990 Lancaster County Municipal Waste Management Plan, which 1990 Plan was implemented in part through a Municipal Waste Management Agreement entered into between the County and the Authority, dated June 1, 1990 (the "**Management Agreement**"); and

WHEREAS, pursuant to Section 5 of the Management Agreement, the County delegated to the Authority all rights, duties, and obligations of the County under Act 101 for municipal waste planning and for implementation of the 1990 Plan, and the Authority agreed to assume such rights, duties, and obligations; and

WHEREAS, Section 8 of the Management Agreement provides that the Management Agreement shall expire on December 31, 2030 (the "**Original Termination Date**"); and

WHEREAS, by Resolution No. 29-2010, the County Board on April 21, 2010 adopted and approved, as a revision to the 1990 Plan, the 2010 Lancaster County Municipal Waste Management Plan (the "**2010 Plan**"), which 2010 Plan reaffirmed the Management Agreement and the County's delegation to the Authority of its rights, duties, and obligations under Act 101; and

WHEREAS, by Resolution 2010-1, on March 19, 2010, the Board of Directors of the Authority (the "**Board**") approved the 2010 Plan; and

WHEREAS, by Resolutions 65-2012 and 59-2013, the County Board authorized and affirmed the Authority to purchase from The Harrisburg Authority ("**THA**") certain real estate, improvements, and related assets located in the City of Harrisburg and Swatara Township, Dauphin County, Pennsylvania, referred to as the Susquehanna Resource Management Complex (the "**SRMC**"), and to own and operate the SRMC as a solid waste disposal and processing and energy generation facility; and

WHEREAS, by Resolution 2013-8, on August 29, 2013, the Board approved an Asset Purchase Agreement between the Authority and THA whereby the Authority agreed to purchase the SRMC upon the terms and conditions set forth therein (the "**Purchase Agreement**"); and

WHEREAS, on December 23, 2013, the Authority completed the purchase of the SRMC pursuant to the Purchase Agreement in part through the issuance and sale of the Solid Waste Disposal System Revenue Bonds, Series A of 2013, and the Dauphin County Guaranteed Authority Bonds, Series B of 2013 (collectively the "**2013 Bonds**"); and

WHEREAS, the 2013 Bonds require the Authority to make certain payments of debt service and repayment of principal over a period of twenty (20) years, which period extends beyond the Original Termination Date; and

WHEREAS, the County and the Authority desire to effect a non-substantial revision to the 2010 Plan (the "**2014 Plan**") to add the SRMC to the Authority's system of waste management facilities for meeting the waste collection, disposal, and processing needs of the County (the "**Integrated System**"), to permit the Authority to transport municipal waste generated within the County to the SRMC, and extend the term of the Act 101 Plan to correspond with the term of the 2013 Bonds; and

WHEREAS, the addition of the SRMC to the Integrated System will ensure that the Authority has sufficient capacity to fulfill the projected municipal waste needs of the County over the next twenty (20) years; and

WHEREAS, on behalf of the County, the Authority has prepared the 2014 Plan and reviewed the 2014 plan with the Citizens Advisory Committee (the "**CAC**") formed under Act 101, and the CAC has approved the 2014 Plan; and

WHEREAS, to ensure that the Authority has sufficient financial capacity and security to carry out its duties for the County under Act 101, the 2014 Plan, among other things, authorizes an extension of the term of the Management Agreement such that the Original Termination Date will be extended so that termination occurs after and subsequent to the expiration of the 2013 Bonds.

THEREFORE, BE IT RESOLVED by the Board that the Authority's Chief Executive Officer, Chairperson or Vice Chairperson, acting alone, is hereby authorized and directed, on behalf of the County, to distribute the 2014 Plan for comment to those municipalities for which comments must be received under Act 101; and

BE IT FURTHER RESOLVED that the 2014 Plan, including all changes resulting from the aforementioned municipal comments, is hereby authorized, approved, and adopted in all respects; and

BE IT FURTHER RESOLVED by the Board that the Authority's Chief Executive Officer, Chairperson or Vice Chairperson, acting alone, is hereby authorized and directed to deliver the 2014 Plan, with all changes resulting from the aforementioned municipal comments, to the County Board for approval; and

BE IT FURTHER RESOLVED that the Authority's Chief Executive Officer, Chairperson or Vice Chairperson, acting alone, is hereby authorized and directed to execute and deliver on behalf of the Authority the Amendment to the Management Agreement between the Authority and the County in substantially the form presented to the Board, together with any and all exhibits and schedules attached thereto (the "**Amendment**"), and that prior to such execution and delivery, the Authority's Chief Executive Officer, acting alone, is hereby authorized and directed to make such changes to the Amendment which the Chief Executive Officer believes, with the advice of the Solicitor, shall be to the benefit of the Authority; and

BE IT FURTHER RESOLVED, that the Authority's Chief Executive Officer, acting alone, is hereby authorized and directed to take all actions on behalf of the County, which the Chief Executive Officer deems appropriate to implement and fulfill the 2014 Plan and the Amendment, including, but not limited to forwarding the 2014 Plan to the

Department of Environmental Protection of the Commonwealth of Pennsylvania for approval; and

BE IT FURTHER RESOLVED, that any and all actions taken by the Authority's Chief Executive Officer in connection with the 2014 Plan or the Amendment are hereby authorized, approved and ratified in all respects.

RESOLVED by the Board this 16<sup>th</sup> day of MAY, 2014.

LANCASTER COUNTY SOLID  
WASTE MANAGEMENT AUTHORITY

By: *KM Weibel*

Karen M. Weibel, Chairperson,  
Board of Directors

**Appendix F**

**Resolution by  
Lancaster County Board of Commissioners  
Approving Plan Update and Amendment to Municipal Waste Management  
Agreement**



## RESOLUTION NO. 52 OF 2014

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER APPROVING THE NON-SUBSTANTIAL REVISION OF THE COUNTY OF LANCASTER ACT 101 PLAN ADOPTED IN 2010

On motion of Commissioner Martin, seconded by Commissioner Lehman;

**WHEREAS**, The Lancaster County Solid Waste Management Authority (the "Authority") was incorporated under the Municipality Authorities Act, as amended, and the County of Lancaster (the "County") is the sole organizing municipality of the Authority; and

**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**, Section 303(d) of Act 101 authorizes the County to enter into an agreement with another person, including a municipal authority such as the Authority, pursuant to which that other person undertakes to fulfill all or part of the County's responsibilities under Act 101 for municipal waste planning and implementation of the approved County Act 101 Plan (each an "Act 101 Plan"); and

**WHEREAS**, In 1990, pursuant to a request from the Board of Commissioners of the County (the "County Board"), the Authority prepared, as a revision to the County's Act 101 Plan, the 1990 Lancaster County Municipal Waste Management Plan (the "1990 Plan"), which 1990 Plan was implemented in part through a Municipal Waste Management Agreement entered into between the County and the Authority, dated June 1, 1990 (the "Management Agreement"); and

**WHEREAS**, Pursuant to Section 5 of the Management Agreement, the County delegated to the Authority all rights, duties, and obligations of the County under Act 101 for municipal waste planning and for implementation of the 1990 Plan, and the Authority agreed to assume such rights, duties, and obligations; and

**WHEREAS**, Section 8 of the Management Agreement provides that the Management Agreement shall expire on December 31, 2030 (the "Termination Date"); and

**WHEREAS**, By Resolution No. 29-2010, the County Board on April 21, 2010 adopted and approved, as a revision to the 1990 Plan, the 2010 Lancaster County Municipal Waste Management Plan (the "2010 Plan"), which 2010 Plan reaffirmed the Management Agreement and the County's delegation to the Authority of its rights, duties, and obligations under Act 101; and

**WHEREAS**, By Resolutions 65-2012 and 59-2013, the County Board authorized and affirmed the Authority to purchase certain real estate, improvements, and related assets located in the City of Harrisburg and Swatara Township, Dauphin County, Pennsylvania, referred to as the Susquehanna Resource management Complex (the "SRMC"), and to own and operate the SRMC as a solid waste disposal and processing and energy generation facility; and

"continued"

**WHEREAS**, On December 23, 2013, the Authority completed its purchase of the SRMC in part through the issuance and sale of the Solid Waste Disposal System Revenue Bonds, Series A of 2013 (the "2013A Bonds"), and the Guaranteed Authority Bonds (Dauphin County Guaranty), Series B of 2013 (the "2013B Bonds", and together with the 2013A Bonds, the "2013 Bonds"); and

**WHEREAS**, The 2013 Bonds require the Authority to make certain payments of debt service and repayment of principal over a period of twenty (20) years; and

**WHEREAS**, The County and the Authority desire to effect a non-substantial revision to the 2010 Plan (the "2014 Plan") to add the SRMC to the Authority's system of waste management facilities for meeting the waste collection, disposal, and processing needs of the County (the "Integrated System"), and to permit the Authority to transport municipal waste generated within the County to the SRMC; and

**WHEREAS**, The addition of the SRMC to the Integrated System will ensure that the Authority has sufficient capacity to fulfill the projected municipal waste needs of the County over the next ten (10) years; and

**WHEREAS**, To ensure that the Authority has sufficient financial capacity and security to carry out its duties for the County under Act 101, the 2014 Plan authorizes an extension of the term of the Management Agreement such that the Termination Date will occur after and subsequent to the expiration of the 2013 Bonds; and

**WHEREAS**, The County Board believes that the 2014 Plan is appropriate and necessary to protect the health and welfare of the residents of the County; and

**WHEREAS**, The County Board believes that effecting and carrying forth the 2014 Plan will enable the County and each municipality therein to continue to realize the benefits of an effective, efficient, reliable, and environmentally safe system for the storage, transportation, processing, and disposal of municipal waste.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA** as follows:

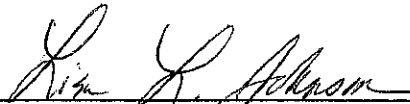
1. The 2014 Plan is hereby authorized, approved, and adopted in all respects;
2. The extension of the term of the Management Agreement between the Authority and the County by way of an Amendment thereto in substantially the form presented to the County Board, together with any and all exhibits and schedules attached thereto (the "Amendment"), is hereby authorized, approved, and adopted in all respects;
3. 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 2014 Plan and the Amendment;
4. Any and all actions taken by the officers and advisors of the County in connection with the 2014 Plan and the Amendment are hereby authorized, approved and ratified in all respects;
5. This Resolution shall become effective immediately; and

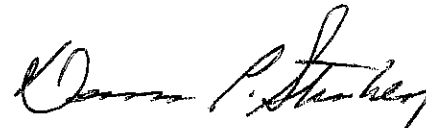
6. In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of this County that such remainder shall be and shall remain in full force and effect.

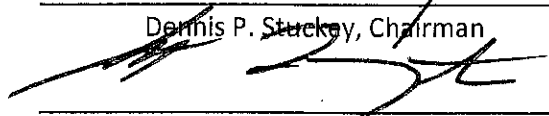
DULY ADOPTED this 20<sup>th</sup> day of August, 2014 by the Board of Commissioners of the County of Lancaster, Pennsylvania in lawful session duly assembled.

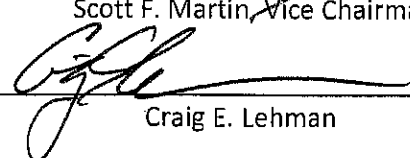
Motion passed unanimously.

ATTEST:

  
\_\_\_\_\_  
Lisa L. Johnson, Assistant Chief Clerk  
County of Lancaster, PA  
Date: August 20, 2014

  
\_\_\_\_\_  
Dennis P. Stuckey, Chairman

  
\_\_\_\_\_  
Scott F. Martin, Vice Chairman

  
\_\_\_\_\_  
Craig E. Lehman

**Board of Commissioners of  
Lancaster County, Pennsylvania**

**Appendix G**

**Pennsylvania Department of Environmental Protection  
Letter Approving Plan Update**



# pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOUTHCENTRAL REGIONAL OFFICE

October 6, 2014

**CERTIFIED MAIL NO. 9171 9690 0935 0033 0172 01**

Ms. Barb Baker  
Recycling Manager  
Lancaster County Solid Waste Management Authority  
1299 Harrisburg Pike  
P.O. Box 4425  
Lancaster, PA 17604

Re: Plan Revision Approval  
Lancaster County Municipal Waste Management Plan Revision

Dear Ms. Baker:

Enclosed is a Plan Revision Approval for the Lancaster County Municipal Waste Management Plan received by the Department from the Lancaster County Solid Waste Management Authority on September 5, 2014. This Plan Revision Approval authorizes Lancaster County to proceed in implementing the approved plan revision and in submitting the implementing documents to the Department of Environmental Protection (DEP). Implementing documents must be submitted to DEP within one year of the date of plan approval. The plan approval is effective for a twenty-year period. The implementing documents are due within one year from today's date, by or before September 5, 2015.

The county must implement the approved plan revision and comply with conditions of this plan revision approval. Failure to implement the approved plan revision or comply with plan approval conditions is a violation of Section 1701 of the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 556, 53 P.S. Section 4000.1701, and may result in enforcement action by DEP.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S., Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action, unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and

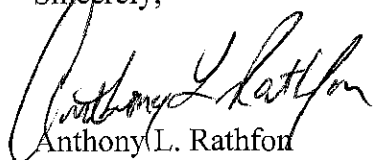
of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

Questions concerning the plan revision approval or this letter should be directed to Anthony Rathfon, Waste Management Program Manager, at 717-705-4706. If your solicitor has questions, he/she may contact Beth Shuman, Assistant Regional Counsel, at 717-787-8790.

Sincerely,

A handwritten signature in cursive script, appearing to read "Anthony L. Rathfon".

Anthony L. Rathfon  
Program Manager  
Waste Management Program

Enclosure

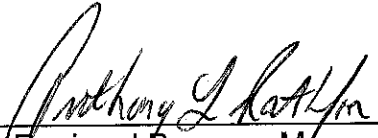
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENT

**Plan Revision Approval**  
**Lancaster County Municipal Waste Management Plan Revision dated**  
**September 03, 2014 for Lancaster County**

Date Issued: October 06, 2014

Under the provisions of the Municipal Waste Planning, Recycling and Waste Reduction Act of July 28, 1988, P.L. 556, 53 P.S. §§ 4000.101 – 4000.1904, (the Act), the Municipal Waste Management Non-Substantial Plan Revision submitted by Lancaster County Solid Waste Management Agency to the Department of Environmental Protection (DEP) on September 05, 2014, is hereby APPROVED. Lancaster County is authorized to implement the approved plan revision and execute ordinances, contracts or other requirements necessary to implement the plan revision.

This plan approval is subject to the attached conditions, and also modification, amendment and supplement by the DEP. This approval is further subject to rescission by DEP for any violation of the applicable laws or the rules and regulations adopted thereunder, for failure to comply in whole or in part with the conditions of this plan approval and the provisions set forth in the approved plan revision (which is made a part hereof), or for causing any condition inimical to the public health, safety or welfare.

  
Regional Program Manager  
FOR THE DEPARTMENT OF

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

**Lancaster County Municipal Waste Management Plan Revision Approval**

County: Lancaster  
Date Issued: October 06, 2014

**Plan Approval Conditions**

1. Lancaster County shall implement its plan, as revised by the plan revision received by DEP on September 05, 2014.
2. The County may not act in a manner contrary to the approved plan revision or otherwise fail to act in a manner consistent with the approved plan revision.
3. This plan approval is conditioned upon the requirement to submit an adopted revised plan at least three years prior to the time all remaining available permitted capacity for the County will be exhausted or at least three years prior to the expiration of the term of the County's approved plan, or when otherwise required by DEP. Each year the County will examine the remaining capacity available to the County.
4. The County will ensure adequate disposal capacity is available to them for the entire 20-year period of the plan by entering into disposal capacity agreements.
5. The County will review the county plan in approximately ten year to ensure that the information and programs in the plan is still current.



## **Appendix H**

### **Correspondence and Public Participation**

MINUTES OF THE  
CITIZENS ADVISORY COMMITTEE  
AUGUST 17, 2011

**DRAFT**

The Citizens Advisory Committee to the Lancaster County Solid Waste Management Authority met at 1:00 p.m., on Wednesday, August 17, 2011 at the office of the Authority, 1299 Harrisburg Pike, Lancaster, PA.

**ATTENDANCE**

Committee members present were: Chairperson Horst, Adams, Kratzer, and Wickenheiser. Absent were: Bauder, Edie, Frey, Dilts, Giesler, Hornbeck, Johnston, Neff, and Strickland. Staff present were: Warner, Sandoe, and Mauck.

**PUBLIC COMMENT**

Mr. Francis Zimmer, 231 Providence Place, Mountville, PA 17554 (Mountville Borough) asked about a facility to shred personal documents. Identity theft is on the rise and there is a need for a shredder and a secure place to dispose of personal information. He did not want his personal information being landfilled. He asked that the Authority consider a facility for the future at the Transfer Station since it is more centrally located than the incinerator.

Mr. Warner suggested Mr. Zimmer purchase a personal shredder, secure the material in the trash and it would be burned at the incinerator not landfilled. Mr. Zimmer stated it would be a problem to shred years of paperwork. Mr. Warner stated that traffic patterns would need to be evaluated at the Transfer Station, already a high volume of traffic, but will consider if it would be possible to have a facility here at the Transfer Station in the future.

**Since there was not a quorum, no formal action was taken by the CAC.**

Mr. Warner presented a Pictorial Update to the members present, which included updates on the following projects:

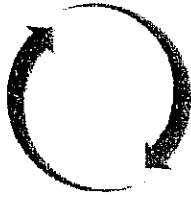
- Harrisburg RRF Purchase
- Soil Borrow Update
- Transfer Complex Solar Project
- Northwest River Trail

**NEXT MEETING**

The next meeting is scheduled for November 16, 2011 at 1:00 p.m.

**ADJOURNMENT**

The meeting ended at 1:50 p.m.



**LANCASTER COUNTY  
SOLID WASTE MANAGEMENT  
AUTHORITY**

1299 HARRISBURG PIKE  
PO BOX 4425  
LANCASTER, PA 17604  
PHONE: (717) 397-9968  
FAX: (717) 397-9973  
www.lcswma.org



MEMORANDUM

TO: CAC Members (who were unable to attend meeting)  
FROM: Tina Mauck (tmauck@lcswma.org)  
DATE: August 25, 2011  
SUBJECT: Handout from CAC meeting August 17, 2011

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We are sorry you were unable to attend the CAC meeting on August 17, 2011. Since only four members attended, a quorum was not established and the CAC members present took no action.

Please find enclosed the Pictorial Update provided to the CAC that attended.

The next CAC meeting is scheduled for Wednesday, November 16, 2011 at 1:00 P.M.

Please feel free to call or email me if you need any additional information.

Enclosure

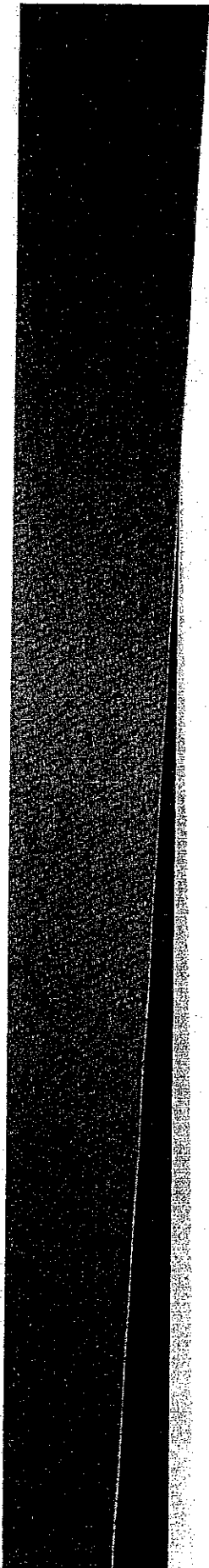


# **Pictorial Update**

## **CITIZENS ADVISORY COMMITTEE MEETING**


**August 17, 2011**

- Harrisburg RRF Purchase
- Soil Borrow Update
- Transfer Complex Solar Project
- Northwest River Trail



# Harrisburg Resource Recovery Facility



  
LANCASTER COUNTY  
SOLID WASTE MANAGEMENT  
AUTHORITY

**MINUTES OF THE  
CITIZENS ADVISORY COMMITTEE**

**APRIL 18, 2012**

The Citizens Advisory Committee to the Lancaster County Solid Waste Management Authority met at 1:00 p.m., on Wednesday, April 18, 2012 at the office of the Authority, 1299 Harrisburg Pike, Lancaster, PA.

**ATTENDANCE**

Committee members present were: Chairperson Horst, Kratzer, Frey, Johnston, Neff, Underwood, Wickenheiser and Adams. Absent were: Bauder, Dilts, Edie and Strickland. Staff present were: Warner, Sandoe and Cramer.

**PUBLIC COMMENT**

No one from the public was present.

**APPROVAL OF THE MINUTES**

**Mr. Horst** asked for corrections and additions to the minutes of the April 11, 2011 meeting. On motion by **Ms. Wickenheiser**, second by **Mr. Frey**, and by unanimous vote the minutes were approved. As there was no quorum for the scheduled meeting of August 17, 2011 there were no minutes to be approved.

**ELECTION OF OFFICERS**

**Mr. Horst** opened the floor for nominations for the Chairperson, Vice-Chairperson, and Secretary positions for 2012. **Mr. Horst** will remain Chairperson. **Mr. Edie** will be the Vice-Chairperson, and **Mr. Strickland** will remain Secretary.

On motion by **Ms. Wickenheiser**, second by **Mr. Frey**, and by unanimous vote the election of officers was approved.

**BILLS AND COMMUNICATIONS**

**Mr. Warner** mentioned that he had received communication from an individual that was interested in possible future service on the Citizen Advisory Committee.



*Unlocking the Energy of Innovation*

Minutes of the Citizens Advisory Committee  
April 18, 2012  
Page 2

**Mr. Krazter** inquired as to whether there was a minimum attendance required for Committee members or a procedure for removal if someone was no longer actively participating.

**Mr. Warner** indicated he believed there are stipulations within the by-laws of the Committee and he would look into what those may be.

**Mr. Horst** expressed how important attendance is for the Committee meetings. If someone is unable to attend, they should notify LCSWMA staff to determine if a quorum will be possible; and that at least three meetings per year should be maintained.

**Mr. Warner** shared with the Committee that **Mr. Edie**, Vice-Chairperson sold his business to Republic Waste, though **Mr. Warner** was uncertain as to whether it was the entire business or limited to operations in Pennsylvania.

#### **OLD BUSINESS**

**HMERRF - Mr. Warner** updated the Committee on the process to acquire the HMERRF as it stands to date. He explained the current conditions within the City of Harrisburg and that the assets are in control of an appointed Receiver. The appointed Receiver has since resigned. However, the process continues along the same timeline that had initially been outlined. Governor Corbett has indicated he will be nominating a new Receiver, though Mr. Fred Reddig of the DCED is currently acting as interim Receiver. Thus far, LCSWMA has submitted a Statement of Qualifications, which was approved. LCSWMA was qualified through that process and has submitted a proposal to the Harrisburg Authority. According to the Receiver's initial schedule, negotiations are to begin by May 4, 2012. It is possible that, without a Receiver, the negotiations may be pushed back.

**Mr. Warner** reviewed the planning that LCSWMA has done thus far regarding the physical aspects of the HMERRF site including existing buildings, ash fill, and site access roadways.

There was discussion concerning these site improvements and LCSWMA's readiness should the Authority be the entity chosen to purchase the HMERRF.

**Perdue - Mr. Adams** updated progress on the Perdue soybean processing plant in Conoy Township. He briefly explained the process that will be conducted at the soybean facility and how Perdue came to choose to partner with LCSWMA for this project. Perdue is working through their land development plan and has received variance approval on the height of their main building. Additional permitting planning work continues. Perdue is also working to bring natural gas to the site. Perdue's tentative plan is to be open in the fall of 2013 for the harvest season, with extraction beginning by the end of 2013.



*Unlocking the Energy of Innovation*

Minutes of the Citizens Advisory Committee  
April 18, 2012  
Page 3

There was discussion concerning the steps that the Authority must take to modify equipment at the WTE and the agreements between Perdue and the Authority. Also discussed were the amount of soybeans that potentially will be processed through the Perdue facility, as well as the impact that may have on the County as a whole.

**Transfer Complex Solar Project** – **Mr. Adams** updated the Committee on the project that includes roof space of the Transfer Station Building, Small Vehicle Drop Off building, Vehicle Maintenance, and HHW Facility, with about 2,000 panels installed. The panels will provide an estimated 80% of electric usage for the Transfer Station Complex. The system will be fully operational April 20.

**Mr. Wilhelm** explained that the Authority was simply waiting on final completion of some paperwork in order to activate the system.

**Soil Borrow Project** - **Mr. Wilhelm** gave an update regarding the project at the Frey Farm Landfill, which consists of moving one million cubic yards of soil, approximately 85 acres, to a stockpile behind Creswell Park. Parcel 5 resulted in 335,000 cubic yards of soil. Parcel 4 will provide an estimated 700,000 cubic yards of soil. Approximately 40% of Parcel 4 is complete. Abel Construction is the contractor on the project and is ahead of schedule. There are approximately 6-8 pans working each day cutting soil and moving it to the stockpile. As work is completed, topsoil is returned and is seeded. There is approximately 660,000 cubic yards in the stockpile with the final height to be estimated at 50 feet. The Completion date is scheduled for November 30, 2012; although, **Mr. Wilhelm** indicated it is likely the work will be finished by late September or early October.

Additionally, PPL is relocating towers on the property. Clearing has been completed and pads have been laid, with installation of the towers scheduled to begin April 18, 2012.

**Mr. Wilhelm** shared that Creswell Baseball Field was officially opened on April 12, 2012. The baseball field was built by the Authority, relocating it from the property adjacent to the Rieber House to Creswell Park. It was also mentioned that LCSWMA is sponsoring the home team for the 2012 season.

**Northwest River Trail** – **Mr. Wilhelm** updated the Committee on the progress of the Northwest River Trail project and its various components. Columbia River Park is complete, including paving and a pavilion. The next section of trail north of Columbia will be built as part of the Route 441 bypass, with an estimated completion date in 2014. There is a small parcel of land between the Route 30 Bridge and Point Rock Tunnel that the Authority is in negotiations with Norfolk Southern and PPL to acquire easements in order to connect the trail sections. The section above that point is owned by the County. It is currently a dirt trail but is open to the public. Paving is scheduled for 2013. The County has bids out for a bridge over Chiques' Creek, which is expected to be built in 2013. In Marietta, there is a



Minutes of the Citizens Advisory Committee  
April 18, 2012  
Page 4

section of trail along the Downtown Business Route / Front Street and the River Trail will be built as part of Marietta's flood control project. The section of trail from Decatur Street in Marietta thru East Donegal Township and into Conoy Township is finished, paved, and very heavily used. The biggest challenge with the trail system is getting around Shock's Mill Bridge. **Mr. Wilhelm** explained the three miles of trail north from Shock's Mill to Bainbridge is scheduled for construction later this year. The final section, from Bainbridge to Falmouth, is dirt and is currently open to the public with improvements expected at a later date.

**Mr. Wilhelm** shared a rendering of the proposed walkway around Shock's Mill Bridge that will extend into the Susquehanna River. This walkway is a compromise with all parties involved including Norfolk Southern, PennDOT, PADEP, and The Army Corps of Engineers. As designed, it will be an elevated walk about 5.5 feet above the bedrock, and will be 12 feet wide and approximately 330 feet long. Permitting should be done by the end of 2012 with construction to begin in 2013.

There was discussion on who is responsible for the construction and cost involved with the 14-miles of trail. **Mr. Wilhelm** explained to the Committee that the Authority is assisting Conoy Township with their section of trail as well as working with the County and Marietta through "in-kind services" including surveying, design and labor. All of the municipalities and boroughs involved are responsible for the cost of construction. The monies are primarily coming through federal and state grant monies.

### NEW BUSINESS

**Website / Branding** – **Ms. Sandoe** explained the reasoning behind updating the Authority's brand and the importance of consistency with both internal and external communication pieces. The corporate logo was "refreshed" and represents the umbrella brand of the Authority. The sub-brand represents LCSWMA as an 'arm' of the Authority—the new face to the public. **Ms. Sandoe** also explained the aspects of the LCSWMA brand and what it represents: Rethink. Recover. Renew.

**Ms. Sandoe** updated the Committee on the newly designed and implemented website that ties into the new branding effort. Additionally, the Authority newsletter will be distributed electronically going forward. She shared pictures of the new transfer trailer wraps that incorporate the new branding as well. **Ms. Sandoe** explained the 'message' of each of the wraps. There are currently five trailers wrapped, with two more scheduled in 2012. The balance of trailers will be wrapped in 2013.

**Recycling Update** – **Mr. Adams** reviewed recycling figures from 2011. In 2011, there were 47 recycling programs, including 44 curbside programs, three drop-off programs through municipalities in addition to the three drop-off points at each of the Authority locations. Total recycling tonnage was 203,113 or a rate of 40%. Municipal Solid Waste (MSW),

Minutes of the Citizens Advisory Committee  
April 18, 2012  
Page 5

calculated for DEP purposes excluding construction/demolition waste and residual/special projects waste, totaled 508,210 tons. Of that figure, 59% was taken to the Waste-to-Energy Facility, 39% was recyclables, and 2% went to the Frey Farm Landfill. The 2% taken to the Landfill can be attributed to the select waste that was required for the development of Cell 6 at Frey Farm as well as instances when outages occurred at the WTE Facility.

**Mr. Adams** also reported there was an increase in both Household Hazardous Waste and e-Waste in 2011 from 500 tons to 700 tons as well as an increase in yard waste tonnage.

There was discussion on the impact severe weather conditions from the fall of 2010 may have had on these figures.

**Chestnut Grove Natural Area – Mr. Adams** shared with the Committee that Michelle Marsh of the Authority staff had applied for a federal grant to help offset the cost involved with the restoration of wetlands within the Chestnut Grove Natural Area. The Authority project was granted \$75,000 and was the only project awarded a grant in the state of Pennsylvania.

**Compressed Natural Gas – Mr. Adams** discussed the fact that the Authority will need to begin replacing the transfer tractor fleet in the next three years. The tractors are currently diesel but the Authority is beginning to look at the possibility of replacing those tractors with trucks equipped with compressed natural gas engines. The possibility is being investigated for two reasons: 1) the environmental benefit, and 2) because compressed natural gas is significantly cheaper than diesel fuel. **Mr. Adams** explained that the waste management industry, specifically collection vehicles, has already started to make the move toward using compressed natural gas.

#### NEXT MEETING

The meeting schedule for the balance of 2012 was decided. Meetings will be held at the Authority Administrative Offices at 1:00 PM on Wednesday, August 22 and Wednesday November 14.

#### ADJOURNMENT

On motion by **Mr. Neff**, second by **Ms. Wickensheiser**, and by unanimous vote, **Mr. Horst** adjourned the meeting at **2:50 PM**.



## **CAC Meeting Minutes**

**Date:** April 17, 2013

**Time:** 1:00 p.m.

**Meeting attended by:** **CAC Members:** Adams, Bauder, Becker, Dilts, Frey, Horst, Kratzer, Wickenheiser. **LCSWMA Staff:** Warner, Baker, McGuire, Ramsden-Herr, and Sandoe (*Adams is listed with CAC Members*)

**Absent from meeting:** **CAC Members:** Johnston, Neff, Underwood

### **PUBLIC COMMENT**

There was no public comment.

### **APPROVAL OF THE MINUTES**

**Mr. Horst** asked about additions or corrections to the minutes of the October 17, 2012 meeting. **Ms. Wickenheiser** moved to approve the minutes as distributed. **Mr. Frey** seconded. **Mr. Horst** called a vote; the motion passed unanimously.

### **BILLS AND COMMUNICATIONS**

**Mr. Neff** called to say he was unable to attend the meeting.

### **OLD BUSINESS**

**CHIEF EXECUTIVE OFFICER** – **Mr. Warner** presented a slideshow and reported on the following:

- **Susquehanna Resource Management Complex Management**

This will be the new brand for the formerly referenced Harrisburg Materials Energy Resource Recovery Facility (HMERRF). Planned changes after the anticipated transaction were detailed. Negotiations are essentially in the final stages and parties have discussed all the substantive terms of the Asset Transfer Agreement. LCSWMA awaits the completion of Harrisburg's defeasance plan. Discussion followed regarding agreements for electrical output, flow control, potential risk, capacity, revenue model, and other project tasks necessary for completion of the transaction.



- **Perdue AgriBusiness – Soybean Crush Plant**

**Mr. Adams** presented slides and described Perdue's plans and expected plant operations, job creation, and the anticipated benefits to the agricultural community. The LCSWMA Board of Directors' approval of agreements for steam/utilities and changes needed were also discussed. The two original permits with Perdue will now be consolidated into one. **Mr. Warner** presented a slide depicting the Perdue Site Plan.

- **Chestnut Grove Natural Area (CGNA)**

A diagram of the area was displayed and a brief update of the progress and plans for the site were discussed. The American Chestnut Foundation will be using the seeds harvested to breed a blight-resistant strain of the American Chestnut tree so after the trees lifespan ends in approximately 7-8 years, the seeds can be regenerated to grow a stronger tree.

## **NEW BUSINESS**

- **Compressed Natural Gas (CNG)**

LCSWMA's facility will be the first filling station in the County. Bids have been received and are expected to be awarded at the LCSWMA Board meeting in April. The difference in price to run CNG trucks compared to diesel trucks and the expected payback was discussed. A grant was received to help pay for the project. LCSWMA will have a fast-fill station for customers who have converted fleets to CNG. The customers will pay a "per gallon" fee to fill their trucks. The station is expected to be built by October 2013.

- **Recycling Data**

**Ms. Baker** discussed the Covered Devices Act, its regulations, and other components. There has been an increase in electronic waste. Also discussed, was LCSWMA's agreement with ECOvanta to haul/process the eWaste. Recycling now includes household hazardous waste, metal recovery, municipal collections at curbside, as well as business recycling. The recycling rate for 2012 was 43%.

- **Communications Outreach**

**Ms. Sandoe** discussed the Authority's education efforts and distributed a copy of the new booklet, "From Waste to Resource: A Story of Renewal." Other public relations ventures were also explained, such as partnering with the Lancaster Barnstormers to increase awareness of LCSWMA initiatives and disseminating the Resident's Guide to effectively educate the public.

- **Community Initiatives**

**Mr. Adams** spoke about Northwest River Trail, which travels 14 miles from Columbia Borough through West Hempfield Township, Marietta Borough, and Conoy Township. Also discussed were the Shock's Mill Bridge design work, a diagram of the trail map and which pieces are now complete, and the Columbia Bypass project changes to the travel route.



*Unlocking the Energy of Innovation*

- **Introduction of New Member**

**Mr. Horst** asked everyone to introduce themselves to new member, **Mr. Dan Becker**.

- **Miscellaneous**

**Ms. Wickenheiser** announced she will be leaving Columbia Borough at the end of 2013.

**Mr. Bauder** announced he will be retiring from Manor Township and resigning from the CAC to make room for another member from Manor Township.

**Mr. Adams** explained the function of the CAC and how/why it was formed.

### **ELECTION OF OFFICERS**

**Mr. Horst** opened the floor for nominations for the Chairperson, Vice-Chairperson, and Secretary positions for 2013. **Mr. Horst** will remain Chairperson. **Mr. Kratzer** will be the new Vice-Chairperson, and **Ms. Wickenheiser** will become Secretary.

On motion by **Mr. Dilts**, second by **Ms. Baker**, and by unanimous vote the nominations were closed.

On motion by **Mr. Frey**, second by **Mr. Dilts**, and by unanimous vote the election of officers was approved.

### **MEETING SCHEDULE**

- The next meetings are tentatively scheduled for August 14, 2013 and November 13, 2013.

### **ADJOURNMENT**

On motion by **Mr. Frey**, second by **Ms. Wickenheiser** and unanimous vote, the CAC meeting adjourned at **2:20 p.m.**



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## CAC Meeting Minutes

www.lcswma.org

**Date:** August 14, 2013

**Time:** 1:00 p.m.

**Meeting attended by:** **CAC Members:** Adams, Baker, Becker, Frey, Horst, Kratzer, Neff, Underwood, Wickenheiser. **LCSWMA Staff:** Warner, Ramsden-Herr, and Sandoe  
*(Adams and Baker are listed with CAC Members)*

**Absent from meeting:** **CAC Members:** Dilts and Johnston

### PUBLIC COMMENT

There was no public comment.

### APPROVAL OF THE MINUTES

**Mr. Horst** asked about additions or corrections to the minutes of the April 17, 2013 meeting. **Mr. Kratzer** moved to approve the minutes as distributed. **Ms. Wickenheiser** seconded. **Mr. Horst** called a vote; the motion passed unanimously.

### BILLS AND COMMUNICATIONS

There were no bills or communications

### OLD BUSINESS

**CHIEF EXECUTIVE OFFICER** – **Mr. Warner** presented a slideshow and reported on the following:

- **Hiring of LCSWMA CFO, Gary Pruden**  
 Mr. Pruden's qualifications and the progress that has been made since deciding to add the CFO position was discussed.
- **Susquehanna Resource Management Complex (SRMC)**  
 Discussions involved the expectations of breaking press, how the project has proceeded with the Receiver, negotiations for electrical sales, and PADEP permits. Dauphin County will need to update its Act 101 plan. Many agreements are now ready to be executed.

LCSWMA will have its agreements executed at its next Board meeting. The County plans to approve its agreements on September 4, 2013.

There was some conversation regarding Harrisburg's needed operating enhancements, the plan to balance the budget, and the debt in general.

LCSWMA's valuation has not changed in six months. Once the Receiver files its amended Act 47 plan, the plan becomes public.



The expectations for taking over the SRMC were explained. Work continues on all levels, such as Operations, Community Outreach, Accounting, etc. LCSWMA anticipates taking over in November 2013.

- **Perdue AgriBusiness**

**Mr. Adams** discussed the permit applications for Perdue and what is still needed. Originally split in two, the permits are now being submitted together.

Citizens have voiced concerns, mostly related to noise and hexane emissions. (Perdue did a voluntary air dispersion model showing those areas most concerned about pollution had emissions predicted much lower than the EPA's regulatory requirements.) The model was conducted by a third party.

More information about Perdue is linked to LCSWMA's website home page.

- **Compressed Natural Gas (CNG) Project**

**Mr. Warner** noted that the project was anticipated to occur in the fall; however, the bids received were double the cost expected, due to all facets being included in the bid.

The bids were split into four components; separating out the earthwork, paving, infrastructure, and maintenance building upgrades.

## NEW BUSINESS

- **Recycling**

**Ms. Baker** noted that the annual Recycling Coordinators' meeting was successful with about half of the 47 municipalities of Lancaster County attending.

**Mr. Warner** added that the recycling efforts here are much more involved than in Dauphin County. There is a recycling facility on the incinerator site. LCSWMA decided not to take over that portion of the operations. The County will continue to operate the recycling facility. The SRMC will be isolated and people will enter off of Cameron Street for the recycling center. Now that the two are separated the recycling and drop-off can continue to grow however they choose.

- **PPL Landfill Gas-to-Energy Plant**

PPL contacted LCSWMA to install new engines. The methane output has been low and the engines are "stalled" for production.

Partnering with PPL and Turkey Hill to install digesters at the Frey Dairy Farm is being discussed. This could bring a better return on investment for PPL and help with manure and food waste disposal. LCSWMA is cooperating with this initiative and will know its role once the project comes to fruition.

- **Communications Outreach**

**Ms. Sandoe** discussed the public tours. A coach was purchased and regular monthly tours are being offered online. A demonstration was shown of how the online registration works. Specialist groups, such as schools, businesses, etc. can still schedule tours outside of the regular monthly timetable.



Tours of the wind turbines are offered annually in the spring. There were over 400 in attendance at this year's annual tour.

The 2012 Year in Review (annual report) has changed and now offers more than just the financial facts.

The SRMC now has a microsite dedicated to the SRMC project and LCSWMA's role, to better help inform the public and lessen confusion about the activities surrounding the project.

- **Miscellaneous**

The idea of an alternative fuel vehicle was explored for marketing and sustainability support. The car will be leased and then wrapped with LCSWMA's branding. It will plug in at the Waste-to-Energy Facility and, therefore, will in effect "run on trash."

**MEETING SCHEDULE**

The next meeting is tentatively scheduled for November 13, 2013.

**ADJOURNMENT**

On motion by **Ms. Wickenheiser**, second by **Ms. Baker**, and unanimous vote, the CAC meeting adjourned at **2:05 p.m.**





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**CAC Meeting Minutes**

[www.lcswma.org](http://www.lcswma.org)

**Date:** November 13, 2013

**Time:** 1:00 p.m.

**Meeting attended by:** **CAC Members:** Adams, Baker, Becker, Frey, Horst, Neff, Wickenheiser. **LCSWMA Staff:** Warner, McGuire, Ramsden-Herr, and Sandoe (*Adams and Baker are listed with CAC Members*)

**Absent from meeting:** **CAC Members:** Kratzer, Dilts, Underwood, and Johnston

**PUBLIC COMMENT**

There was no public comment.

**APPROVAL OF THE MINUTES**

**Mr. Horst** asked about additions or corrections to the minutes of the August 14, 2013 meeting. **Ms. Wickenheiser** moved to approve the minutes as distributed. **Mr. Frey** seconded. **Mr. Horst** called a vote; the motion passed unanimously.

**BILLS AND COMMUNICATIONS**

**Mr. Kratzer** notified the office that he will be unable to attend. There were no other bills or communications.

**OLD BUSINESS**

**CHIEF EXECUTIVE OFFICER – Mr. Warner** presented a slideshow and reported on the following:

- **Susquehanna Resource Management Complex (SRMC)**

**Mr. Warner** detailed the plans for the SRMC purchase and updated the committee on various tasks that were ongoing to prepare for closing, including hiring drivers, compliance officers, etc. needed to operate the facility. Some LCSWMA employees will also transfer to the SRMC.

LCSWMA will lease the recycling center to Dauphin County and they will continue to operate that facility.

Traffic will be routed to continue improvements to the site. Work will continue over the winter months to improve the aesthetics outside the facility.

An ash storage facility will be built to assist in hauling ash to the landfill, as well as recovering the ferrous and non-ferrous metals before transport.



LCSWMA's Board of Directors will approve more agreements as the closing date approaches. The rating agency, Standard and Poors, gave the same AA- rating that Lancaster County and Dauphin County have been given, which is unusual in the waste industry.

**Ms. Wickenheiser** noted that Columbia Borough signed the agreement to sell the electricity for consumption regardless of where the consumer is located. The Borough will lease power-generating equipment from LCSWMA and will purchase the electricity to sell to consumers. Covanta will maintain the equipment. All revenue will go into an escrow fund. Columbia Borough will be paid monthly fees from the escrow fund first and all other monies will then go to the other entities involved.

The CAC will be invited to tour the facility in 2014.

- **Perdue AgriBusiness**

**Mr. Adams** discussed the Perdue plant. The soybeans will be local and feed will be made from the local product, creating many new direct full-time jobs and more indirect jobs.

The facility will use the steam to prepare the soybeans for oil extraction. Perdue would like to break ground

More information about Perdue is linked to LCSWMA's website home page.

Perdue hopes to break ground in the spring of 2014; permits are delayed due to a hearing on the permit agreeing on the loss ratio for the solvent used. A draft permit will likely be out by the end of the year. Most of this solvent comes out in the flake or the feed, not in the emissions.

Slides were shown depicting the proposed plant, the entrance, which will be modified, and the location of the bean deliveries.

- **Compressed Natural Gas (CNG) Project**

The Board approved the CNG project and the infrastructure construction is anticipated to be completed in May 2014.

The trucks LCSWMA purchased will be held by the dealer until the site is ready and they are on the road.

There will be a fast-fill and a time-fill (overnight). The city is now planning on replacing its fleet with CNG as well. LCSWMA has also reached out to the hauling community to help them achieve the five-vehicle minimum required to take advantage of available grants to purchase vehicles.

Slides were shown of the trucks, the proposed facility and its work-in-progress, as well as how the Transfer Station Complex will look compared to the current footprint.

- **Frey Farm Landfill Vertical Expansion (FFVE)**

LCSWMA plans to submit its permit application to PADEP. There is one, third-party issue that must be relieved before submission takes place.

Construction is expected to commence in 2017. This expansion is expected to increase space for 30 years.

Slides were shown of the walls and details of the berm height, capacity, visual impact, etc.

- **2014 Preliminary Budget**

Slides showing the LCSWMA preliminary budget for Lancaster and one consolidated budget with the SRMC were presented.

**Mr. Warner** explained the impact on LCSWMA's debt and future expectations: LCSWMA's fees will not be raised.

## **NEW BUSINESS**

- **Environmental Management System (EMS)**

LCSWMA has begun preparing for ISO 14001 recertification, which helps lay the groundwork for environmental compliance and conformance with the standards.

- **Community Initiatives**

The bridge across Conoy Creek at the Northwest Lancaster County River Trail has been completed.

LCSWMA personnel are building the trail in Southern Conoy Township, and it will be paved in 2014. The Shock's Mill Bridge project can be completed less expensively if LCSWMA manages the project and not DEP.

At the Chestnut Grove Natural Area (CGNA), 170 native habitats were restored. A master plan guides the redevelopment planning and progress has been made from the agricultural land. A wetland restoration project is underway and ongoing. More than fifty acres of native grasses and wildflowers will be planted in spring 2014.

**Mr. Adams** displayed a map of the area including the Landfill and the various trail networks.

**Ms. Baker** reminded the CAC that the HHW has extended its material list to include more covered devices in accordance with the CDRA, such as VCR/DVD players, stereo equipment, speaker components, etc.



**UPCOMING LCSWMA MEETINGS**

- Annual Haulers' Meeting on November 13, 2013
- Annual Manor Township Update on November 21, 2013

**2014 CAC MEETING SCHEDULE**

The next meetings are tentatively scheduled for:

- April 23, 2014
- November 19, 2014

**ADJOURNMENT**

On motion by Ms. Wickenheiser, second by Mr. Becker, and unanimous vote, the CAC meeting adjourned at 2:20 p.m.



## MEMORANDUM

**To:** Citizens Advisory Committee Members  
**From:** Barbara Baker, Recycling Manager  
**Date:** Friday, April 18, 2014  
**Subject:** 2014 Plan Revision Summary

A primary responsibility of the Citizens Advisory Committee (CAC) is to provide public participation in the Municipal Solid Waste Management Plan review and approval process. The Plan was last updated and approved by the CAC in November 2009 with finalization of all steps of the process occurring in March 2010. You may recall the 2010 Plan Update included the addition of a 4<sup>th</sup> unit at the Waste-to-Energy (WTE) facility in Bainbridge to ensure Lancaster County's municipal waste processing needs were met through 2020.

With the December 2013 purchase of the Susquehanna Resource Management Complex (SRMC) now providing the waste processing capacity needed for the next 20 years and beyond, the 2010 Plan has been revised. This 2014 revision documents the new facility, the in-system waste processing/ disposal capabilities, projected processing/disposal needs for Lancaster and Dauphin County, and how the expanded LCSWMA system will meet these needs.

To assist the CAC in their review, the following is a summary of the edits that were made to the 2010 Plan to develop the 2014 Plan:

- Executive Summary – The time period for the plan was extended from 10 to 20 years and includes the SRMC as a component of LCSWMA's solid waste Management System.
- Chapter 1 Description of Waste – Revised with current municipal data.
- Chapter 2 Description of Facilities – Revised to include the SRMC. The data and details of the LCSWMA facilities were also revised to make them current.
- Chapter 3 Estimated Future Capacity – Projections of MSW generation were revised. Information about the SRMC was added and WTE expansion was removed.
- Chapter 4 Description of Recyclable Materials – Revised to reflect recent years' recycling tonnage and benefits of recycling.
- Chapter 5 Selection and Justification – The SRMC was added to this Chapter.
- Chapter 6 Location – The SRMC was added to this Chapter.
- Chapter 7 Implementing Entity Identification – Date revisions.
- Chapter 8 Public Function – The SRMC was added to the Justification of Public Ownership Section.



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- Chapter 9 Copies of Ordinances and Resolutions - Date revisions.
- Chapter 10 Orderly Extension - Date revisions.
- Chapter 11 Methods of Disposal Other Than by Contracts – No changes.
- Chapter 12 Non-Interference – No changes.
- Chapter 13 Public Participation – Dates of CAC meetings for the past several years during the SRMC purchase process were added to this Chapter.
- Chapter 14 Other Information – No changes.
- Appendix A – No changes.
- Appendix B – Added.
- Appendix C – Re-indexed.
- Appendix D – Re-indexed.
- Appendix E – Re-indexed.
- Appendix F – To be added upon approval.
- Appendix G – To be added upon receipt.
- Appendix H – To be updated upon occurrence.
- Appendix I – Updated with 2014 Rules and Regulations
- Appendix J – Updated with Agreement
- Appendix K – Added Dauphin County Municipal Waste Processing Agreement
- Appendix L – Added City of Harrisburg Municipal Waste Processing Agreement

Your participation in this plan update process is very important and we appreciate your willingness to be involved. A red-lined copy of the plan update is included in your packet. If you would prefer to review a changed copy instead, one can be emailed to you. LCSWMA has included approval of this Plan revision as an action item on the April 23<sup>rd</sup> agenda.

Attachment

Cc: Jim, Tom, Katie, Gary, Allison, Kelly

**DRAFT**

**DRAFT**

## **CAC Meeting Minutes**

**Date:** April 23, 2013

**Time:** 1:00 p.m.

**Meeting attended by:** **CAC Members:** Adams, Baker, Becker, Dilts, Horst, Johnston, Kratzer, Neff, Wickenheiser. **LCSWMA Staff:** Warner, Ramsden-Herr, Smith, Sandoe, Vollmer (*Adams and Baker are listed with CAC Members*)

**Absent from meeting:** **CAC Members:** Frey and Underwood

### **PUBLIC COMMENT**

There was no public comment.

### **APPROVAL OF THE MINUTES**

**Mr. Horst** asked about additions or corrections to the minutes of the November 13, 2013 meeting. **Ms. Wickenheiser** moved to approve the minutes as distributed. **Mr. Becker** seconded. **Mr. Horst** called a vote; the motion passed unanimously.

### **BILLS AND COMMUNICATIONS**

There were no bills or communications

### **OLD BUSINESS**

**CHIEF EXECUTIVE OFFICER** – **Mr. Warner** presented a slideshow and reported on the following:

- **Susquehanna Resource Management Complex (SRMC)**

**Mr. Warner** discussed how the winter and holiday season affected the first few weeks of ownership.

A PowerPoint presentation was shown depicting the SRMC and its capacity, ability to process waste, megawatt capacity, and the ash landfills (both the closed and open fill).

The Department of Public Works move was completed and the incentive payment was discussed.

**Mr. Warner** also explained the possible ash landfill expansion and feasibility studies that are needed first. If the ash must be hauled to the Landfill, it will not affect the capacity. It is more preferable to have a landfill closer to avoid the added transportation costs.

Slides were shown of the operational progress so far at the SRMC, listing numerous site improvements currently in progress, many aesthetic improvements were completed including signage, landscaping, clearing away brush, pressure-washing sidewalk, fencing along Gibson Street, old equipment and scrap metal that was cut up and hauled away. The possibility of a building to house ferrous and non-ferrous collection system and partnering with a company that specializes in metal recovery is also in the discussion for SRMC improvements.

The four-year Capital Improvement plan was outlined.

- **Compressed Natural Gas (CNG) Project**

The

- **Frey Farm Landfill Vertical Expansion (FFVE)**

LCSWMA plans to submit its permit application to PADEP. There is one, third-party issue that must be relieved before submission takes place.

Construction is expected to commence in 2017. This expansion is expected to increase space for 30 years.

Slides were shown of the walls and details of the berm height, capacity, visual impact, etc.

- **2014 Preliminary Budget**

Slides showing the LCSWMA preliminary budget for Lancaster and one consolidated budget with the SRMC were presented.

**Mr. Warner** explained the impact on LCSWMA's debt and future expectations. LCSWMA's fees will not be raised.

## **NEW BUSINESS**

- **Environmental Management System (EMS)**

LCSWMA has begun preparing for ISO 14001 recertification, which helps lay the groundwork for environmental compliance and conformance with the standards.

- **Community Initiatives**

The bridge across Conoy Creek at the Northwest Lancaster County River Trail has been completed.

LCSWMA personnel are building the trail in Southern Conoy Township, and it will be paved in 2014. The Shock's Mill Bridge project can be completed less expensively if LCSWMA manages the project and not DEP.

At the Chestnut Grove Natural Area (CGNA), 170 native habitats were restored. A master plan guides the redevelopment planning and progress has been made from the



agricultural land. A wetland restoration project is underway and ongoing. More than fifty acres of native grasses and wildflowers will be planted in spring 2014.

**Mr. Adams** displayed a map of the area including the Landfill and the various trail networks.

**Ms. Baker** reminded the CAC that the HHW has extended its material list to include more covered devices in accordance with the CDRA, such as VCR/DVD players, stereo equipment, speaker components, etc.

#### **UPCOMING LCSWMA MEETINGS**

- Annual Haulers' Meeting on November 13, 2013
- Annual Manor Township Update on November 21, 2013

#### **2014 CAC MEETING SCHEDULE**

The next meeting is tentatively scheduled for:

- November 19, 2014

#### **ADJOURNMENT**

On motion by **Ms. Wickenheiser**, second by **Mr. Becker**, and unanimous vote, the CAC meeting adjourned at **2:20 p.m.**



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February 28, 2014

John Lundsted, Planning & Recycling Coordinator  
Waste Management Program  
South Central Region  
909 Elmerton Avenue  
Harrisburg, PA 17110-8200

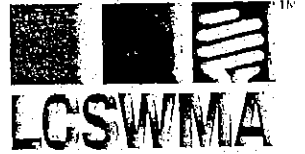
Re: Lancaster County Municipal Waste Management Plan Non-Substantial Revision Notice

John,

This letter is to serve as notice that Lancaster County Solid Waste Management Authority (LCSWMA) intends to revise the 2010 Lancaster County Municipal Waste Management Plan.

The plan revisions will include:

- *Executive Summary* will be revised to state a 20-year plan to 2034 and include the Susquehanna Resource Management Complex (SRMC) as a component of LCSWMA's solid waste management system.
- *Chapter 2 Description of Facilities* will be revised to include the SRMC.
- *Chapter 3 Estimated Future Capacity* will be revised with 20 year Lancaster and Dauphin Counties' municipal waste generation projections and discuss how LCSWMA will provide capacity for MSW for 20 years.
- *Chapter 5 Selection and Justification* will be revised to include the SRMC and its capacity in the existing municipal waste processing system.
- *Chapter 6 Location* will be revised to include the SRMC as a MSW Processing/Disposal (LCSWMA-owned facility).
- *Chapter 8 Public Function* will be revised to include the SRMC in the justification of public ownership to provide needed capacity.
- *Chapter 13 Public Participation* will be revised to reflect the dates when the required parties participated in the plan revision.
- *Appendices* will be revised as required.



The revised plan will define how Lancaster County's MSW capacity needs will be met over the next 20 years with the inclusion of the SRMC.

Your consideration of this Non-Substantial Notice is requested.

Sincerely,

Barbara Baker  
Recycling Manager

Cc: Jim, Tom, Alex, CAC



# pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
WASTE MANAGEMENT PROGRAM

March 7, 2014

Barb Baker, Recycling Manager  
LCSWMA  
1299 Harrisburg Pike  
PO Box 4425  
Lancaster, PA 17604

MAR 10 2014

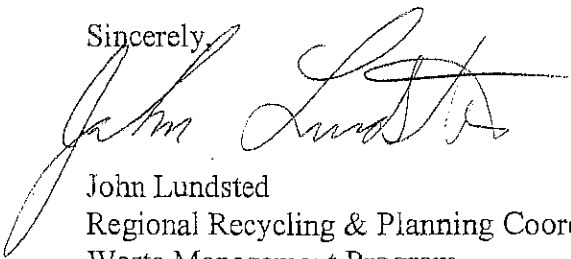
Re: Lancaster County  
Municipal Waste Management Plan Revision

Dear Ms. Baker:

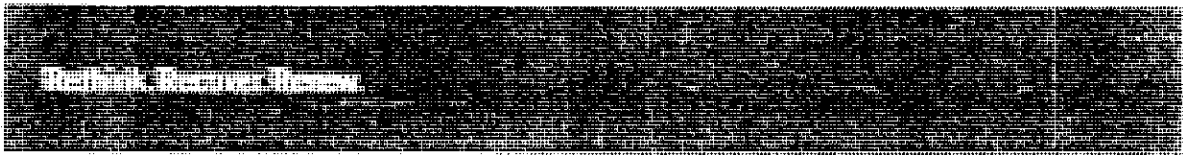
The Department of Environmental Protection has received Lancaster County's written notice dated February 28, 2014, that the County's solid waste plan revision development has begun. The plan revision is required by 25 Pa. Code Section 272.251. The changes that Lancaster County has outlined in their February 28, 2014 letter are consistent with a non-substantial plan revision.

It is requested that the County provide quarterly progress reports and draft copies of chapters of the solid waste plan as they are written to me at: DEP Southcentral Regional Office, 909 Elmerton Avenue, Harrisburg PA 17110, via email at [jlundsted@pa.gov](mailto:jlundsted@pa.gov) or via fax at 717-705-4930. A copy of the Act 101, Section 901 Planning Grant application is available on the DEP website. The grant provides for 80 percent reimbursement to the county by DEP of approved costs associated with the plan revision. A pre-application meeting with me is required prior to the County's submittal of a 901 grant application. If you have any questions, please call me at 717.705.4927.

Sincerely,



John Lundsted  
Regional Recycling & Planning Coordinator  
Waste Management Program



1299 HARRISBURG PIKE | PO BOX 4425 | LANCASTER, PA 17604  
PHONE: 717-397-0968 | FAX: 717-397-9973

[www.lcswma.org](http://www.lcswma.org)

June 16, 2014

Mr. Scott Standish  
Lancaster County Planning Commission  
150 N Queen St, Ste 320  
Lancaster, PA 17603

REF: Lancaster County Municipal Waste Management Plan Update

Dear Mr. Standish:

Lancaster County Solid Waste Management Authority (LCSWMA) is in the process of a non-substantial update to the Lancaster County Municipal Waste Management Plan. The Pennsylvania Department of Environmental Protection requires LCSWMA to inform the municipalities of the update process. At the Municipal Recycling Coordinators meeting held on May 1, 2014, LCSWMA announced the non-substantial Plan update and details about the plan were presented. Handouts, which included information on the plan update, were distributed at the meeting and sent by first class mail to municipalities which were not in attendance.

The Plan update was reviewed and approved by the Citizen's Advisory Committee at their April 23, 2014 public meeting. On May 16, 2014 the LCSWMA Board of Directors reviewed and approved the Plan update. A copy of the Plan update is enclosed for the County Planning Commission's information. Please direct any comments you may have on the Plan update to my attention at [bbaker@lcswma.org](mailto:bbaker@lcswma.org) or (717) 735-0160 by July 14, 2014.

Sincerely,

Barbara Baker  
Recycling Manager

Cc: Jim Warner  
Tom Adams  
Gary Smith

Ms. Sam Toffy  
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3000 N Reading Rd  
P.O. Box 546  
Adamstown, PA 19501

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Narvon, PA 17555

Mr. Ron Miller  
Columbia Borough  
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Columbia, PA 17512

Ms. Brenda Becker  
Earl Township  
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New Holland, PA 17557

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Marietta, PA 17547

Ms. Jeannie Nelson  
East Lampeter Township  
2250 Old Philadelphia Pk  
Lancaster, PA 17602

Ms. Rita Snively  
Elizabeth Township  
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Lititz, PA 17543

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Ephrata Borough  
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Ephrata, PA 17522

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Peach Bottom, PA 17563

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Lancaster, PA 17603

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P.O. Box 135  
Christiana, PA 17509

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Denver Borough  
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Denver, PA 17517

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100 Hill Rd  
Denver, PA 17517

Mr. Joe Robinson  
East Hempfield Township  
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Landisville, PA 17538

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East Petersburg Borough  
6040 Main St  
East Petersburg, PA 17520

Ms. Cindy Foster  
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600 S Hanover St  
Elizabethtown, PA 17022

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Lititz, PA 17543

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323 Green Ln  
Quarryville, PA 17566

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Manheim Township  
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Lancaster, PA 17601

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111 E Market St  
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Mount Joy, PA 17552

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Willow Street, PA 17584

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Quarryville, PA 17566

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5581 Old Philadelphia Pk  
Gap, PA 17527

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Strasburg, PA 17579

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Lancaster, PA 17603

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Millersville Borough  
100 Municipal Dr  
Millersville, PA 17551

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159 Merts Dr  
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Providence Township  
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New Providence, PA 17560

Mr. Dave Eggert  
Rapho Township  
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Brownstown, PA 17508

Ms. Joellyn Warren  
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852 Village Rd  
P.O. Box 237  
Lampeter, PA 17537

Board of Supervisors  
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46 Quarry Rd  
Quarryville, PA 17566

Board of Supervisors  
Clay Township  
870 Durlach Rd  
Stevens, PA 17578

Board of Supervisors  
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Board of Supervisors  
Drumore Township  
1675 Furniss Rd  
Drumore, PA 17518

Board of Supervisors  
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East Earl, PA 17519

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Elizabethtown, PA 17022

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West Hempfield Township  
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PA DEP Southcentral Region  
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Harrisburg, PA 17110

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Denver, PA 17517

Board of Supervisors  
Colerain Township  
1803 Kirkwood Pike  
Kirkwood, PA 17536

Board of Supervisors  
Conoy Township  
211 Falmouth Rd  
Bainbridge, PA 17502

Board of Supervisors  
East Drumore Township  
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Quarryville, PA 17566

Board of Supervisors  
Eden Township  
489 Stony Hill Rd  
Quarryville, PA 17566

Board of Supervisors  
Martic Township  
370 Steinman Farm Rd  
Pequea, PA 17565



**Board of Supervisors  
Sadsbury Township  
7182 White Oak Rd  
Christiana, PA 17509**

**MR SCOTT STANDISH  
LANCASTER COUNTY PLANNING COMMISSION  
150 N QUEEN ST STE 320  
LANCASTER PA 17603**



**Planning Commission**

150 North Queen Street  
Suite #321

Lancaster, PA 17601

Phone: 717-299-8331

Fax: 717-295-3651

[www.co.lancaster.pa.us/planning](http://www.co.lancaster.pa.us/planning)

**County Commissioners**

Dennis P. Stuckey, Chairman

Scott Martin, Vice-Chairman

Craig Lehman

**Executive Director**

James R. Cowhey, AICP

July 2, 2014

Lancaster County Solid Waste Management Authority

Attn: Barbara Baker

1299 Harrisburg Pike

Lancaster, PA 17604

Re: 2014 Lancaster County Municipal Solid Waste Management Plan Update

Dear Ms. Baker:

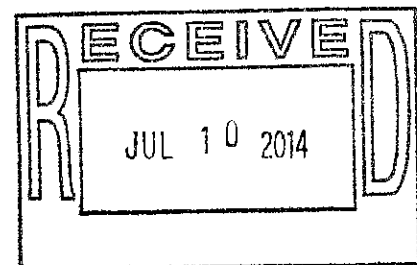
Thank you for the opportunity to provide comments on the 2014 Lancaster County Municipal Waste Management Plan Update ("Plan"). We recognize that this non-substantial update was prepared in order to incorporate the Susquehanna Resource Recovery Complex (SRMC) into the Lancaster County Solid Waste Authority's integrated system of waste management services. We also note that this Plan has been updated to a 20 year plan to match the debt duration of the SRMC.

Lancaster County Planning Commission staff has reviewed the Plan and finds that the update is consistent with *Envision*, the Lancaster County Comprehensive Plan. The addition of the SRMC does not conflict with the goals set forth in *Envision*, and appears to add to the efficiency, cost effectiveness and environmental soundness of the existing waste management system.

Should you have any questions or comments, please feel free to contact me.

Sincerely,

James Cowhey, AICP  
Executive Director



**Appendix I**

**Lancaster County Solid Waste Management Authority  
2014 Rules and Regulations**

R U L E S   A N D  
R E G U L A T I O N S

E F F E C T I V E   J A N U A R Y   1 ,   2 0 1 4



LANCASTER FACILITIES



**LCSWMA**

Rethink. Recover. Renew.

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# **LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY**

## **RULES AND REGULATIONS**

### **AUTHORITY AND PURPOSE**

These Rules and Regulations have been adopted by the Lancaster County Solid Waste Management Authority (“LCSWMA”) under the authority granted by the Municipality Authorities Act as amended, and by the County of Lancaster, all municipalities in Lancaster County, the Solid Waste Management Act (“Act 97”), as amended, the Municipal Waste Planning, Recycling and Waste Reduction Act (“Act 101”), as amended, the Waste Transportation Safety Act (“Act 90”) and the Lancaster County Municipal Waste Management Plan 1990, 1999 and 2010.

The purpose of these Rules and Regulations is to protect the health and welfare of the residents of Lancaster County and to provide a means whereby LCSWMA can safely, effectively and efficiently manage the storage, collection, transportation, processing and disposal of solid waste.

## **DEFINITIONS**

As used in these Rules and Regulations, the following terms shall have the following meanings:

Action Plan - DEP-approved document which describes LCSWMA's implementation of radioactivity monitoring requirements of the DEP regulations.

Alternative Cover - DEP-approved material permitted for use as daily cover in lieu of soil for the landfill working face.

Aluminum Cans - All food and beverage cans made of the lightweight, ductile and malleable metallic substance or element commonly known as aluminum. This description excludes aluminum foil, trays, plates, and other miscellaneous aluminum products.

Asbestos Waste - Friable - A portion of Solid Waste consisting of asbestos extracted from asbestos ore and containing more than 1% asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dried. Friable Asbestos Waste is a Special Handling Waste.

Asbestos Waste - Non-Friable - A portion of Solid Waste consisting of material that contains asbestos extracted from asbestos ore that cannot with hand pressure be crumbled, pulverized or reduced to powder when dried. Non-Friable Asbestos Waste includes transite board, siding, asbestos shingles and floor tiles. Non-Friable Asbestos Waste is a Construction/Demolition Waste.

Ash Residue - Ash from a Solid Waste incineration facility. Ash Residue is a Special Handling Waste.

Batteries - Includes, but is not limited to, automotive, truck, marine and industrial batteries that contain lead; and dry cell batteries including nickel-cadmium, mercury and alkaline batteries.

Battery Bags - Bags which LCSWMA makes available to Generators of Municipal Waste and which will be used as disposal containers for dry cell batteries and cellular phones which are generated in households.

Cellular Phone - A portable, handheld telephone which utilizes a rechargeable battery as its power source and is served by a transmitter.

Chemotherapeutic Waste - A portion of Solid Waste resulting from the production or use of antineoplastic agents used for the purpose of inhibiting or stopping the growth of malignant cells or killing malignant cells. Chemotherapeutic Waste does not include Waste containing antineoplastic agents that are Hazardous Waste. Chemotherapeutic Waste is Unacceptable Waste.

Clear and Colored Glass - Glass consisting only of clear, brown, and green food and beverage containers of one gallon or less capacity.

Commingled Recyclables - Recyclable materials such as aluminum cans, clear and colored glass, steel or tin cans and plastics which have been segregated from Regulated Municipal Waste but which have not been separated into different types of recyclable materials.

Computers - Personal computer equipment including monitors (CRTs), computer processing units (CPUs) and peripherals (printers, scanners, keyboards, etc.).

Confidential Waste - Waste material of a classified, secret or strictly private nature, as determined by the Generator of the waste, which includes business or legal documents, personal financial records, private letters, etc.

Construction/Demolition Waste - A portion of Municipal Waste resulting from the construction or demolition of buildings and other structures, including wood, plaster, drywall and wall board, metals, asphaltic substances, bricks, block, and unsegregated concrete. The term also includes grubbing waste and Non-Friable Asbestos Waste.

Contaminated Soil - A portion of Solid Waste consisting of contaminated earth or fill, typically generated due to a spill or leak. Contaminated Soil is a Special Handling Waste.

Corrugated Cardboard - Structural paper material with an inner core shaped in rigid parallel furrows and ridges. Does not refer to linerboard or paperboard used for cereal, tissue or shoe boxes.

Covered Devices - Defined under the Pennsylvania Covered Devices Recycling Act of 2010 to include: desktop computers, laptop computers, computer monitors, computer peripherals (further defined to include keyboard, mouse, printer and computer speakers), televisions and e-readers.

DEP - The Pennsylvania Department of Environmental Protection.

Facility - Any specific site designated by LCSWMA (or LCSWMA approved site, which approval will not be unreasonably withheld) as the specific place or site to which Solid Waste or Source Separated Recyclable Materials, or any portion of Solid Waste or Source Separated Recyclable Materials, must or may be delivered; or in the absence of a specific site being designated by LCSWMA, any approved site for the delivery of any category of Solid Waste or Source Separated Recyclable Materials.

Ferrous Scrap - Recyclable ferrous metal that has been separated from other Solid Waste for the purpose of Recycling.

Fluorescent Bulbs - Phosphor-coated glass tubes typically used as overhead lighting which contains mercury and compact fluorescent bulbs typically used in standard lighting fixtures.

Generator - A Person who produces or creates any Solid Waste.



Hazardous Waste - Garbage, refuse, sludge from an industrial or other wastewater treatment plant, sludge from a water supply treatment plant or air pollution control facility and other discarded material including solid, liquid, semisolid or contained gaseous material resulting from municipal, commercial, industrial, institutional, mining or agricultural operations, and from community activities, or a combination of these factors, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:

- (i) Cause or significantly contribute to an increase in mortality or morbidity in either an individual or the total population; or
- (ii) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

The term does not include (a) coal refuse as defined in the Coal Refuse Disposal Control Act (52 U.S.C.A. §§30.51-30.62), (b) treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on under and in compliance with a valid permit issued under the Clean Streams Law (35 P.S. §§691.1-691.1001), (c) solid or dissolved material in domestic sewage, (d) solid dissolved materials in irrigation return flows, (e) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act (33 U.S.C.A. §§1341), or (f) source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C.A. §§2011-2284). Hazardous Waste is Unacceptable Waste.

Household Hazardous Waste - A portion of Municipal Waste that would be considered hazardous under Act 97 but for the fact that it is produced in quantities smaller than those regulated as Hazardous Waste under Act 97 and is generated by Persons not otherwise covered as Hazardous Waste Generators by Act 97. Household Hazardous Waste includes the following materials and other materials of a similar nature:

- (i) Anti-freeze
- (ii) Batteries
- (iii) Chlorinated hydrocarbons; insecticides
- (iv) Fluorescent light bulbs and other mercury-containing devices
- (v) Gasoline and kerosene
- (vi) Grease and rust solvents
- (vii) Oven, toilet and drain cleaners
- (viii) Paints, rust preventatives, stains and wood preservatives
- (ix) Pesticides, fungicides, herbicides, rodenticides, roach and ant killers

- (x) Photographic and pool chemicals
- (xi) Thinners, solvents and furniture strippers
- (xii) Transmission and brake fluids
- (xiii) Waste oil or other hydrocarbon based lubricants
- (xiv) Wood, metal, rug and upholstery cleaners and polishes

LCSWMA's Household Hazardous Waste Facility also accepts for Recycling electronic devices: computer equipment, e-readers, televisions, cameras, video cameras, DVD/VCR/MP3 players, stereos (no wooden speakers), CD players, portable electronic games, cellular phones, and cooking oil.

Household Hazardous Waste Facility - The Household Hazardous Waste Facility owned by LCSWMA located at 1299 Harrisburg Pike in Manheim Township, Lancaster County, Pennsylvania.

Infectious/Pathological Waste - A portion of Solid Waste which is or may be contaminated by disease-producing microorganisms or material, or may harm or threaten human health. The term includes the following Waste unless generated in households:

- (i) Wastes generated by hospitalized patients who are isolated, or on blood or body fluid precautions, in order to protect others from communicable disease.
- (ii) Cultures and stocks of etiologic agents.
- (iii) Animal waste blood and animal blood products which are known or are suspected to contain contagious zoonotic pathogens, and human waste blood and blood products.
- (iv) Tissues, organs, body parts, blood and body fluids that are removed during surgery and autopsy.
- (v) Wastes generated by surgery or autopsy of septic cases or patients with infectious diseases.
- (vi) Wastes that were in contact with pathogens in any type of laboratory work, including collection containers, culture dishes, slides, plates and assemblies for diagnostic tests and devices used to transfer, inoculate and mix cultures.
- (vii) Used sharps.
- (viii) Wastes that were in contact with the blood of patients undergoing hemodialysis at hospitals or independent treatment centers.
- (ix) Carcasses and body parts of animals exposed to contagious zoonotic pathogens.

- (x) Animal bedding and other Wastes that were in contact with animals suffering from contagious zoonotic diseases due to natural infection or laboratory research, and their excretions, secretions, carcasses or body parts.
- (xi) Waste biologicals - for example, vaccines - produced by pharmaceutical companies for human or veterinary use.
- (xii) Food and other products that are discarded because of contamination with etiologic agents.
- (xiii) Equipment and equipment parts contaminated with etiologic agents.

Infectious/Pathological Waste is Unacceptable Waste.

LCSWMA Facility - LCSWMA Facilities include (a) the Transfer Station located at the rear of 1299 Harrisburg Pike, Manheim Township, Lancaster County, (b) the Waste-To-Energy Facility located at 1911 River Road, Route 441, Conoy Township, Lancaster County, (c) the Frey Farm Landfill located at 3049 River Road, Manor Township, Lancaster County, and (d) the Household Hazardous Waste Facility located at 1299 Harrisburg Pike, Manheim Township, Lancaster County.

Landfill - The Frey Farm Landfill owned by LCSWMA located at 3049 River Road in Manor Township, Lancaster County, Pennsylvania.

Licensed Hauler - A Person who is in possession of all pertinent permits and licenses which may be required by the Commonwealth of Pennsylvania and LCSWMA for the collection, transportation, storage, or disposal of Solid Waste or Source Separated Recyclable Materials.

Liquid Waste - A portion of Waste that contains free liquids as determined by Method 9095 (Paint Filter Liquids Test), as described in United States Environmental Protection Agency's "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods" (EPA Publication No. SW-846).

Manifest - A form supplied by LCSWMA to be completed and signed by each Person who collects or transports Solid Waste or Source Separated Recyclable Materials and which specifies, inter alia, (a) the source, type, quantity and delivery point for the Solid Waste and Source Separated Recyclable Materials, (b) the applicable license number and (c) other pertinent information.

Municipal Waste - Any Solid Waste which is garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities, and any sludge not meeting the definition of Residual or Hazardous Waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include Source Separated Recyclable Materials or Unacceptable Waste.

Newsprint - Paper which has been used for the production of daily, weekly, weekend and special edition publications commonly known as newspapers.

Non-Ferrous Scrap - Recyclable non-ferrous metal that has been separated from other Solid Waste for the purpose of Recycling.

Non-Processable Waste - Non-Processable Waste is a portion of Municipal Waste consisting of materials which cannot be handled by LCSWMA's normal processing or disposal methods. Non-Processable Waste includes items greater than six feet (6') in any dimension such as mattresses and large furniture.

Non-Processable Waste (Oversize) - May consist of large auto parts, autos, recreational vehicles, machinery, and any other items deemed appropriate by LCSWMA. Non-Processable Waste will be accepted by LCSWMA only at the Landfill.

Paper - Residential and non-residential paper including colored and white ledger, envelopes, colored paper and memos, file folders, chipboard such as tablet backs, junk mail fliers, corrugated cardboard, magazines, newsprint, office paper, telephone books. It **does not include** carbon paper, tissue paper, snack wrappers, photographic paper or wax-coated paper.

Person - Any individual, firm, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority, governmental entity or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. In any provisions of these rules and regulations prescribing a fine, penalty or other enforcement action, or any combination of the foregoing, the term "Person" shall include the officers and directors of any corporation or other legal entity having officers and directors.

Plan - The 1986 Lancaster County Solid Waste Management Plan, as revised by the 1990, 1999 and 2010 Lancaster County Municipal Waste Management Plans, and as now or hereafter amended or revised.

Plastics - Recyclable Plastics are (i) screw top and narrow neck bottles, jars and jugs and (ii) other plastics that have been separated for the purpose of Recycling (i.e. films, polystyrene, etc.).

Processed Infectious/Pathological Waste - A portion of Solid Waste consisting of Infectious/Pathological Waste which has been rendered non-infectious by sterilization, incineration or other equally effective processing techniques. Processed Infectious/Pathological Waste is a Special Handling Waste.

Putrescible Waste - A portion of Municipal Waste consisting of organic waste materials which due to biological decomposition are, or have a tendency to be, rotten, foul, or odorous, including dead animals and spoiled foods, but not including sludge.

Radioactive Materials - Substances which spontaneously emit alpha or beta particles or photons (gamma radiation) in the process of decay or transformation of the atom's nucleus. Radioactive Materials are disposed of in accordance with the Action Plan. Tritium-containing radioactive materials are Unacceptable Waste.

Recycling or Recycled - The collection, separation, recovery and marketing of Source Separated Recyclable Materials which would otherwise be disposed of or processed as Solid Waste.

Refuse - Refuse is that portion of Municipal Waste excepting:

- (i) Non-Processable Waste
- (ii) Construction/Demolition Waste
- (iii) Household Hazardous Waste
- (iv) Putrescible Waste

Regulated Municipal Waste - Municipal Waste generated or collected in Lancaster County.

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

Salvaging - The controlled removal of material from a Solid Waste storage, collection, transportation, processing or disposal facility for Recycling purposes only. Salvaging is NOT permitted at any LCSWMA Facility.

Scavenging - The uncontrolled removal of material from a Solid Waste storage, collection, transportation, processing or disposal site or Facility. Scavenging is NOT permitted at any LCSWMA Facility.

Sewage Sludge - Liquid or solid sludges and other residues from a municipal sewage collection and treatment system; and liquid or solid sludges and other residues from septic and holding tank pumpings from commercial, institutional or residential establishments. The term includes materials derived from sewage sludge. The term does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of sewage sludge at a municipal sewage collection and treatment system, or grit, screenings and nonorganic objects from septic and holding tank pumpings. Sewage Sludge is a Special Handling Waste.

Single Stream Recyclables - Recyclable materials such as aluminum cans, clear and colored glass, steel and tin cans, plastics paper and newsprint which have been segregated from Regulated Municipal Waste, but which have not been separated into different types of recyclable materials. A system where Recyclable Materials such as newspapers, glass, metal and plastic containers are collected and processed together.

Solid Waste or Waste - Any waste, including but not limited to Municipal, Residual, or Hazardous Wastes, including solid, liquid, semisolid or contained gaseous materials.

Source Separate or Source Separation - The process of separating, or the separation of, Source Separated Recyclable Materials from other Solid Waste at the location where generated for the purpose of Recycling.

Source Separated Recyclable Materials - Materials that (a) are separated from Waste at the location where generated in accordance with these Rules and Regulations and (b) are Recycled.

Source Separated Recyclable Materials are limited to the following:

- (i) Electronic Devices: as defined on page 5
- (ii) Ferrous Scrap
- (iii) Non-Ferrous Scrap
- (iv) Single Stream Recyclables
- (v) Tires
- (vi) White Goods
- (vii) Wood
- (viii) Yard Waste
- (ix) Other material designated by LCSWMA as a Source Separated Recyclable Material

Special Handling Waste - Solid Waste that requires the application of special storage, collection, transportation, processing or disposal techniques due to the quantity of material generated or its unique physical, chemical or biological characteristics. The term includes dredged material, Sewage Sludge, Infectious Waste, Chemotherapeutic Waste, Ash Residue from a Solid Waste incineration facility, Friable Asbestos containing waste, PCB-containing waste and waste oil that is not Hazardous Waste and material designated by LCSWMA as Special Handling Waste.

Steel Cans - The ferrous metal food or beverage containers commonly referred to as tin cans.

Televisions - A portable or stationary set designed for the purpose of receiving television broadcast signals.

Tipping Fee - The rate charged for disposal of Solid Waste or processing of Recyclable Materials.

Tires - Recyclable Tires are rubber pneumatic tires used on automobiles, trucks, motorcycles and small farm implements. Non-Recyclable Tires are tires used on industrial equipment, heavy construction equipment, off-road vehicles, and farm tractors.

Transfer Station - The Transfer Station owned by LCSWMA and located at the rear of 1299 Harrisburg Pike, Manheim Township, Lancaster County, Pennsylvania.

Transportation Compliance Plan - The plan that describes the procedures used by LCSWMA to ensure that vehicles delivering Waste to its Facilities remain in compliance with applicable DEP and PennDOT transportation regulations.

Unacceptable Waste - The following types of Solid Waste are Unacceptable Waste unless approved on a case-by-case basis:

- (i) Chemotherapeutic Waste
- (ii) Drums, barrels, buckets and paint cans unless lids have been removed and interiors are cleaned and free of any residue
- (iii) Explosives and Ordnance Materials
- (iv) Gas cylinders, unless delivered separate from other Solid Waste.
- (v) Hazardous Waste
- (vi) Infectious/Pathological Waste
- (vii) Liquid Waste
- (viii) Radioactive Materials
- (ix) Covered Devices - Under the Covered Devices Recycling Act (CDRA) of 2010 effective 1/24/13 consumers, businesses and waste haulers may not dispose of Covered Devices which include desktop computers, laptop computers, computer monitors, computer peripherals, televisions and e-readers at solid waste disposal facilities. All Covered Devices must be properly recycled by consumers and businesses at an electronics collection location such as the LCSWMA Household Hazardous Waste Facility.

Waste or Solid Waste - Any waste, including but not limited to Municipal, Residual or Hazardous Wastes, including solid, liquid, semisolid or contained gaseous materials.

Waste-To-Energy Facility - The Waste-To-Energy Facility owned by LCSWMA and located at 1911 River Road in Conoy Township, Lancaster County, Pennsylvania.

White Goods - A portion of Solid Waste consisting of large appliances including the following:

- (i) Air Conditioners and Dehumidifiers
- (ii) Clothes Washing and Drying Machines
- (iii) Dishwashers
- (iv) Furnaces and Electrical Heaters
- (v) Hot Water Heaters
- (vi) Microwave Ovens
- (vii) Refrigerators and Freezers
- (viii) Stoves and Ovens
- (ix) Water Coolers

Yard Waste - All garden residues, leaves, shrubbery, tree trimmings, branches less than twenty-four inches (24") in diameter, grass clippings, and sod.

Any term used in these Rules and Regulations and not defined above shall have the same meaning as ascribed to such term by the DEP.



## **GENERAL WASTE ACCEPTANCE POLICIES**

1. Municipal Waste, approved Source Separated Recyclable Materials, approved Residual Waste, approved Special Handling Waste, and other approved Wastes may be delivered to LCSWMA Facilities.
2. Any Person delivering Unacceptable Waste to a LCSWMA Facility will be responsible for the removal of the Unacceptable Waste from the site, clean-up and remediation of any damages resulting from such delivery, and reimbursement of all costs and damages incurred by LCSWMA as a result of such delivery.

## **SITE DESIGNATION**

1. All Regulated Municipal Waste, excepting Household Hazardous Waste and Special Handling Waste, shall be transported directly from the point of collection and (a) delivered in accordance with these Rules and Regulations to a LCSWMA Facility without any intervening transfer, unloading, processing, sorting, salvaging, scavenging, or reuse or (b) delivered in accordance with all applicable laws relating to environmental matters to a Facility located outside of Pennsylvania. Upon the written request of any Person, LCSWMA will consider whether any specific site should be approved as a Facility. In addition, a site will be deemed a Facility so long as that site (a) is in possession of all applicable local, state and federal permits, (b) is operating in accordance with all applicable local, state and federal laws and regulations, and (c) provides LCSWMA with such data and information as LCSWMA requests, including without limitation (i) the quantity, type, source and date of receipt of Solid Waste and Source Separated Recyclable Materials that were generated in Lancaster County and delivered to the site, (ii) proof that the site is in compliance with the requirements set forth in clauses (a) and (b) above, and (iii) in the case of Source Separated Recyclable Materials, proof that all such materials received at the site are, in fact, Recycled.
2. Household Hazardous Waste, Special Handling Waste, and Residual Waste shall be transported from the point of collection and delivered in accordance with these Rules and Regulations to a Facility.
3. Source Separated Recyclable Materials which are generated within Lancaster County shall be transported from the point of collection and delivered in accordance with these Rules and Regulations to (a) a Facility for the sole purpose of Recycling or (b) a LCSWMA Facility, consistent with the facility designation and container size restrictions outlined on page 22, sections C. and E.
4. All dry cell batteries and cellular phone batteries generated in households shall be deposited in Battery Bags and placed for collection at the same time as Refuse collection, shall be kept segregated from all other Solid Waste, and shall be transported from the point of collection and delivered to a battery container at a LCSWMA Facility without any intervening transfer, unloading, processing, sorting, salvaging, scavenging, or reuse.

5. Notwithstanding any provisions in these Rules and Regulations to the contrary, LCSWMA may change the site designation for any Waste or Source Separated Recyclable Material.

### **LICENSES AND MANIFESTS**

1. No Person shall collect or transport Regulated Municipal Waste or Source Separated Recyclable Materials in any vehicle or container that has not been licensed by LCSWMA. The provisions of this paragraph shall not apply with respect to a Person transporting Regulated Municipal Waste (a) if such Regulated Municipal Waste was generated in the Person's residence or (b) if such Regulated Municipal Waste was generated in the Person's business and the Person does not request a charge account with LCSWMA.
2. No Person shall deliver any Waste to any LCSWMA Facility without meeting the requirements of Act 90 relating to the Waste Transportation Safety Program State License Requirements, if applicable.
3. No Person shall collect or transport Sewage Sludge which was generated in Lancaster County in any vehicle or container that has not been licensed by LCSWMA.
4. A license will be issued by LCSWMA for each vehicle and each transportable container to the Person who owns or leases the vehicle or container upon satisfaction of the following conditions:
  - A. Submit completed License Application Form with required copies of Insurances.
  - B. Pay any overdue charge account balance (including any penalties and finance charges).
5. Licenses shall be firmly affixed in a prominent location on the driver's side of each vehicle and container so that the license is readily visible to the scale house operator.
6. A license is not transferable from the vehicle or container for which the license was issued.
7. LCSWMA may refuse to issue a license, or may revoke a license, for any vehicle or container which does not comply with DEP regulations or which is not in compliance with any applicable municipal regulations; for any vehicle for which insurance coverage is not maintained in accordance with these Rules and Regulations; or for any vehicle or container owned or leased by a Person who violates, or whose employees or agents violate, any provision of these Rules and Regulations.

8. Each load of Waste or Source Separated Recyclable Materials that is delivered to a LCSWMA Facility shall be accompanied by a completed LCSWMA Manifest. The completed Manifest must be delivered to the LCSWMA scale house operator upon entry into the LCSWMA Facility.
9. For Sewage Sludge that is generated in Lancaster County and delivered to a LCSWMA Facility or a non-LCSWMA Facility, each Person to whom a license has been issued for collection or transportation of Sewage Sludge shall submit to LCSWMA by April 1<sup>st</sup> a Sewage Sludge Hauling Annual Report for Sewage Sludge collected or transported by such Person during the preceding calendar year.
10. Each load of Source Separated Recyclable Materials that is collected or transported by a LCSWMA licensed vehicle shall be accompanied by a LCSWMA Manifest. No later than the 15<sup>th</sup> day of each month, each Person to whom a license has been issued for collection or transportation of Source Separated Recyclable Materials shall submit to LCSWMA a copy of the Manifest for each load of Source Separated Recyclable Materials collected or transported by such Person during the preceding calendar month.
11. Upon the request of LCSWMA, any Generator of Regulated Municipal Waste shall provide LCSWMA with accurate and verifiable documentation of the types, quantities, and disposition of any Source Separated Recyclable Materials that such Generator transported, or had transported, to any location other than a LCSWMA Facility. In the absence of such documentation, all such materials shall be conclusively presumed to be Waste that was collected or delivered in contravention of these Rules and Regulations.

## **WASTE CATEGORIES, DISPOSITION**

The following paragraphs describe various categories of Waste and Source Separated Recyclable Materials; their disposition within LCSWMA's solid waste management system; and LCSWMA's fees for disposal of those materials.

### **I. MUNICIPAL WASTES**

#### **A. REFUSE**

All loads of Refuse must be delivered to the Transfer Station, Waste-To-Energy Facility, or (on a case-by-case basis) to the Landfill, however:

- (i) Self contained compactor boxes (turned prior to arrival at Transfer Station) and break away compactor boxes would be acceptable for delivery to the Transfer Station under the following conditions: LCSWMA maintains the right to deny access to the Transfer Station any compactor box on a case-by-case basis. Denial of access could be based on, but not limited to, the following: overall net weight of the container, inability to unload safely or efficiently, wet sloppy material, unusually foul smelling contents of container or material that poses difficulty recompacting for transfer. Containers not suitable for the Transfer Station will be accepted at either the Waste-To-Energy Facility or the Landfill.

Refuse shall not be mixed with any other Waste when discharged into a LCSWMA Facility.

The tipping fee for Refuse delivered to the Waste-To-Energy Facility or Landfill will be a maximum of \$73.20 per ton. The tipping fee for Refuse delivered to the Transfer Station will be a maximum of \$73.20 per ton plus a transfer fee of \$3.00 per ton.

#### **B. NON-PROCESSABLE WASTE**

Non-Processable Waste shall not be mixed with any other Waste when discharged into a LCSWMA Facility. Non-Processable Waste is only accepted at the Landfill.

The tipping fee for Non-Processable Waste will be a maximum of \$90.00 per ton.

The tipping fee for Non-Processable Waste (Oversize) will be a maximum of \$120.00 per ton.

### C. CONSTRUCTION/DEMOLITION WASTE

All Construction/Demolition Waste shall be delivered to the Landfill, Transfer Station, or (on a case-by-case basis) the Waste-To-Energy Facility. Any load of Construction/Demolition Waste may be delivered to the Landfill. Those loads of Construction/Demolition Waste which meet the following criteria may be delivered to the Transfer Station:

- (i) Construction/Demolition Waste generated from residential and/or light commercial construction or demolition projects.

Construction/Demolition Waste shall not be mixed with any other Waste when discharged into a LCSWMA Facility. LCSWMA reserves the right to deem any Construction/Demolition Waste delivered to the Transfer Station or Waste-To-Energy Facility to be unacceptable and require delivery directly to the Landfill.

The tipping fee for Construction/Demolition Waste delivered to the Landfill, Transfer Station, or Waste-To-Energy Facility will be a maximum of \$57.20 per ton plus the Act 90 fee of \$4.00 per ton on deliveries to the Landfill and Transfer Station. A transfer fee of \$9.00 per ton will be charged for Construction/Demolition Waste delivered to the Transfer Station.

### D. PUTRESCIBLE WASTE

Putrescible Waste will only be accepted by LCSWMA at the Frey Farm Landfill unless prior written approval is obtained from LCSWMA for authorization to deliver to another Facility.

Putrescible Waste shall not be mixed with any other Waste when discharged into a LCSWMA Facility.

If the Putrescible Waste includes ten (10) or more dead animal carcasses from the same source, a Questionnaire Guide for Dead Animal Disposal form must be completed prior to disposal.

Advance approval and notification of at least 24 hours is required for quantities of four (4) or more carcasses.

The tipping fee for Putrescible Waste will be established on a case-by-case basis.

## II. SPECIAL HANDLING WASTES

Loads consisting exclusively of Special Handling Waste may be delivered to LCSWMA Facilities as described below, or may be delivered to any Facility so long as all vehicles and containers utilized for the transport of Special Handling Waste have LCSWMA licenses and all loads are manifested and reported to LCSWMA in accordance with these Rules and Regulations.

### A. SEWAGE SLUDGE

No Sewage Sludge will be accepted at LCSWMA Facilities unless the following conditions have been met:

- (i) A properly completed DEP Form has been approved by both DEP and LCSWMA.
- (ii) Any applicable fee for processing the DEP Form has been submitted to LCSWMA.
- (iii) Sewage Sludge is not Liquid Waste.

Sewage Sludge will be accepted at the Frey Farm Landfill or Waste-To-Energy Facility and only with prior approval by LCSWMA. Sewage Sludge will not be mixed with any other Waste when discharged into a LCSWMA Facility, and shall be delivered by 2:00 p.m. Monday through Friday at the Frey Farm Landfill and by 3:00 p.m. at the Waste-To-Energy Facility unless approved otherwise by LCSWMA.

The tipping fee for Sewage Sludge will be established on a case-by-case basis.

### B. PROCESSED INFECTIOUS/PATHOLOGICAL WASTE

No Processed Infectious/Pathological Waste will be accepted at LCSWMA Facilities unless the following conditions have been met:

- (i) A properly completed DEP Form has been approved by both DEP and LCSWMA.
- (ii) Any applicable fee for processing DEP Forms has been submitted to LCSWMA.
- (iii) Any Pathological Waste is incinerated or otherwise processed to render such waste non-infectious.

Processed Infectious/Pathological Waste loads shall not be mixed with any other Waste without prior approval of LCSWMA and may only be disposed of at the Landfill.

The tipping fee for all Processed Infectious/Pathological Waste will be established on a case-by-case basis.

#### C. ASH RESIDUE

No Ash Residue will be accepted at LCSWMA Facilities unless the following conditions have been met:

- (i) All required DEP forms have been properly completed by the Generator and submitted to DEP and LCSWMA.
- (ii) Any applicable fee for processing the forms has been submitted to LCSWMA.
- (iii) LCSWMA has issued a written authorization for delivery of the Ash Residue.

Ash Residue shall not be mixed with any other Waste and may only be delivered to the Landfill.

The tipping fee for Ash Residue will be established on a case-by-case basis.

#### D. CONTAMINATED SOIL

No Contaminated Soil will be accepted at LCSWMA Facilities unless LCSWMA has received DEP approval to accept such Contaminated Soil.

Contaminated Soil will be accepted only at the Landfill after DEP approval. Contaminated Soil shall not be mixed with any other Waste when discharged into a LCSWMA Facility.

The tipping fee for Contaminated Soil will be established on a case-by-case basis.

E. FRIABLE ASBESTOS WASTE

No Friable Asbestos Waste will be accepted at LCSWMA Facilities unless it is wet and double-bagged within industry standard bags. Friable Asbestos Waste will be accepted only at the Landfill and only by appointment (call 717-397-9968).

Friable Asbestos Waste shall not be mixed with any other Waste and may only be delivered to the Landfill.

The tipping fee for Friable Asbestos Waste will be established on a case-by-case basis.

F. OTHER SPECIAL HANDLING WASTES

No other Special Handling Wastes will be accepted at LCSWMA Facilities without prior approval of LCSWMA.

The tipping fee for other Special Handling Wastes will be established on a case-by-case basis.

III. RESIDUAL WASTE

No Residual Waste will be accepted at LCSWMA Facilities unless the following conditions have been met:

- (i) A properly completed DEP Form has been completed by the Generator and submitted to LCSWMA and DEP (when applicable).
- (ii) Any applicable fee for processing the DEP Form has been submitted to LCSWMA.
- (iii) LCSWMA has issued authorization for delivery of the Residual Waste.

A tipping fee will be established on a case-by-case basis by LCSWMA after review of the information submitted by the Generator. If the Generator of the Residual Waste makes any changes to the material or process which generates the Residual Waste, or alters the chemical or physical characteristics of the Residual Waste in any way, the Generator shall immediately suspend delivery of the Residual Waste and submit a new application to LCSWMA for consideration.

LCSWMA may obtain samples of the Residual Waste at any time for analysis at LCSWMA expense, or may require the Generator to obtain a new analysis by an independent laboratory at any time at the Generator's expense, in order to confirm the characteristics of the Residual Waste. LCSWMA may suspend acceptance of



Residual Waste at any time if the results of such analyses indicate that the characteristics of the delivered material deviate from the analyses submitted with the application or if the Generator fails to comply with applicable DEP or LCSWMA requirements, such as Annual DEP Form 26R submittal and mandated re-characterization analysis.

Residual Waste shall not be mixed with any other Waste without prior approval of LCSWMA when discharged into a LCSWMA Facility.

#### IV. OTHER WASTES

LCSWMA may accept other Wastes. LCSWMA's Chief Executive Officer shall establish the fees, policies for delivery and acceptance, and restrictions for other Wastes on a case-by-case basis.

##### A. Wood

Source Separated wood includes, but is not limited to pallets, poles, spools, construction debris, manufacturing trimmings, wood chips, and demolition wood. Any load of wood which contains items less than two feet (2') in length and less than four inches (4") in diameter will be considered "Small Wood" and must be delivered to the Waste-To-Energy Facility.

##### B. Household Hazardous Waste

Households which generate Household Hazardous Waste shall deposit all Household Hazardous Waste at LCSWMA's Household Hazardous Waste Facility.

#### V. SOURCE SEPARATED RECYCLABLE MATERIALS

Source Separated Recyclable Materials may be delivered to LCSWMA Facilities as described below or may be delivered to any Facility. If delivered to a LCSWMA Facility, at the time of delivery each type of Source Separated Recyclable Material shall be segregated from other Waste (including other types of Source Separated Recyclable Materials) unless mixing is expressly permitted under these Rules and Regulations.

##### A. TIRES

###### 1. Recyclable Tires

Any load containing fifteen (15) or fewer Recyclable Tires may be delivered to the Transfer Station, Waste-To-Energy Facility, or Landfill.

Any load containing more than fifteen (15) Recyclable Tires must be delivered to the Landfill or to the Transfer Station.

All Tires must be unloaded in designated Tire unloading areas.

The tipping fee for loads containing more than fifteen (15) Recyclable Tires will be \$145.00 per ton.

The tipping fee for loads containing fifteen (15) or fewer Recyclable Tires will be \$3.00 per car and motorcycle tire and \$10.00 per truck tire with a rim size of twenty inches (20") or greater. Tires mixed in a load with other waste in which LCSWMA retrieves from the load will be charged a handling fee of \$3.00 per car and motorcycle tire and \$4.00 per truck tire.

2. Non-Recyclable Tires

Non-Recyclable Tires (i.e. tires used on industrial equipment, tow motors, heavy construction equipment, off-road vehicles, and farm tractors) must be delivered to the Landfill after prior notification to the Landfill (call 717-397-9968). The fee for Non-Recyclable Tires will be \$150.00 per ton plus the \$4.00 per ton Act 90 fee.

B. WHITE GOODS

Any load containing fifteen (15) or fewer White Goods may be delivered to the Transfer Station, Waste-To-Energy Facility, or Landfill. Any load containing more than fifteen (15) White Goods shall be scheduled with LCSWMA through the Recycling Manager (call 397-9968 ext. 160). The point of delivery (Frey Farm Landfill or Transfer Station) will be based on collection location. All White Goods must be unloaded in the designated White Goods unloading area. White Goods which contain or may contain refrigerants will not be accepted if they are compacted or damaged in any way that precludes efficient and safe removal of refrigerants.

The tipping fee for White Goods which contain or may contain refrigerants is \$15.00 per White Good.

The tipping fee for White Goods which contain or may contain refrigerants when delivered in a mixed load with Municipal Waste will be \$8.00 per White Good plus the applicable waste rate per ton.

The tipping fee for White Goods not containing refrigerants is \$10.00 per White Good.

The tipping fee for White Goods not containing refrigerants when delivered in a mixed load with Municipal Waste, the first White Good will be the applicable Municipal Waste rate per ton only. The second White Good and each additional White Good will be \$5.00 per White Good plus the applicable waste rate per ton.

Any White Good mixed in a load with other waste which LCSWMA retrieves from the load will be charged a \$10.00 handling fee per White Good unit.

C. COMMINGLED RECYCLABLES

Source Separated Commingled Recyclables may be delivered to the Transfer Station or Landfill. Commingled deliveries to the Landfill must be in 2 cubic yard containers or less, or a size approved by LCSWMA prior to delivery. Commingled Recyclables collected from residential curbside programs or from multi-family dwellings, when delivered to designated LCSWMA Facilities, must be done so without any intervening transfer, unloading, processing, sorting, salvaging, scavenging, or reuse.

The tipping fee for Commingled Recyclables will be a maximum of \$25.00 per ton.

D. PAPER

Source Separated paper (Newsprint) may be delivered to the Transfer Station or Landfill.

The tipping fee for paper will be a maximum of \$25.00 per ton.

E. SINGLE STREAM

Source Separated Single Stream may be delivered only to the Transfer Station or Landfill. Single Stream deliveries to the Landfill must be in 2 cubic yard containers or less, or a size approved by LCSWMA prior to delivery. Single Stream collected from residential curbside programs or from multi-family dwellings, when delivered to designated LCSWMA Facilities, must be done so without any intervening transfer, unloading, processing, sorting, salvaging, scavenging, or reuse.

The tipping fee for Single Stream will be a maximum of \$25.00 per ton.

## F. YARD WASTE

Yard Waste may be delivered only to the Landfill.

Any load of Yard Waste that contains non-biodegradable bags or is contaminated with any other material that in the opinion of LCSWMA would impair composting or recycling of the Yard Waste will be charged the Refuse tipping fee.

The tipping fee for Yard Waste will be \$30.00 per ton.

## VI. FEES

### 1. Mixed Loads

- (a) A mixed load is any load which, at the time of discharge into a LCSWMA Facility, contains Waste from more than one category described in these Rules and Regulations.
- (b) Waste consisting of Residual Waste, Municipal Waste, or Source Separated Recyclable Materials shall not be mixed with each other, unless approved by LCSWMA.
- (c) Every type of Residual Waste shall require separate approval for disposal under these Rules and Regulations and no load shall contain more than one of such separately approved categories of Residual Waste, unless approved by LCSWMA.

### 2. Tipping Fees

- (a) The tipping fee for any mixed load containing more than one category of Waste shall be a fee equal to the highest tipping fee applicable to any category of Waste contained in the load, plus a fee equal to the greater of (i) \$50.00 or (ii) all costs and expenses incurred by LCSWMA with respect to such load. LCSWMA may reduce or waive this surcharge if the hauler demonstrates to the reasonable satisfaction of LCSWMA that the mixing of Waste was not due to the hauler's fault or negligence and that the hauler has made best efforts to prevent such mixing in the future.
- (b) The tipping fee for delivery of Unacceptable Waste will be a maximum of \$300.00 per ton. The entire load of Waste will be assessed the Unacceptable Waste Tipping Fee even if the Unacceptable Waste constitutes only a small portion of the load. In addition to the tipping fee, any Person delivering Unacceptable Waste shall be responsible for

the removal of the Unacceptable Waste from the site, clean-up and remediation of any damages resulting from such delivery, and reimbursement of all costs and damages incurred by LCSWMA as a result of such delivery.

- (c) An additional fee of \$100.00 per hour with a minimum charge of one-half hour may be assessed to any load of Waste which requires the assistance of LCSWMA personnel and equipment for unloading or otherwise assisting delivery vehicles with the exception of frozen loads as a result of winter weather conditions.
  - (d) For any Regulated Municipal Waste, excepting Household Hazardous Waste, Special Handling Waste and Unacceptable Waste, which is transported to any location other than a LCSWMA Facility without the prior approval of LCSWMA, a tipping fee will be charged to the Generator or the Person hauling such Waste in the same amount that would have been charged if the Waste had been delivered to LCSWMA Facilities. The Generator and the Person hauling the Waste shall be jointly and severally liable to LCSWMA for the tipping fee plus reimbursement of costs incurred by LCSWMA.
3. Minimum Fees. A minimum access fee of up to \$25.00 per vehicle may be charged for the delivery of Commingled Recyclables, Single Stream Recyclables and Newsprint. A minimum access fee of \$15.00 per vehicle will be charged for delivery of Yard Waste. A minimum access fee of \$30.00 per vehicle will be charged for the delivery of Refuse, Non-Processable Waste, Construction/Demolition Waste, Putrescible Waste, Sewage Sludge, Processed Infectious/Pathological Waste, Ash Residue, Contaminated Soil, Friable Asbestos, Residual Waste, or any category of Wood. No fee will be charged for the delivery of Household Hazardous Waste or for the delivery into designated drop-off containers located at the entrance of each LCSWMA Facility of Commingled Recyclables or Single Stream Recyclables from residential Generators.
4. Other Fees. A fee of \$50.00 may be charged for each violation of LCSWMA's Operating and Safety Rules. A minimum fee of \$15.00 may be charged for the correction of errors resulting from the incorrect coding of manifest forms. A maximum fee of \$25.00 may be charged for each check that is dishonored by the payer's banking institution.

## VII. BILLING AND PAYMENT OF FEES

1. All users of LCSWMA Facilities shall pay the applicable fees at the time of, or prior to, use of the LCSWMA Facilities, unless LCSWMA has approved a charge account. LCSWMA will approve a charge account only for (a) a governmental entity or (b) a Person who has demonstrated, to LCSWMA's satisfaction, acceptable credit. Security for payment of the charge account (the "account security") may be required for any Person or governmental entity who has had a delinquent charge account within the preceding twelve months, who has violated LCSWMA's Rules and Regulations during the preceding twelve months, or who LCSWMA may consider to be a credit risk.
2. The account security shall be twice the highest monthly fee based upon LCSWMA's estimate of expected usage.
3. The account security shall be either a cash deposit or an irrevocable letter of credit issued by a bank which maintains a place of business in Lancaster County, Pennsylvania. The letter of credit shall be in form and substance acceptable to LCSWMA. Cash deposits will be deposited by LCSWMA in a demand account in a banking institution of LCSWMA's choice. Any interest earned on such account shall be retained by LCSWMA as an administrative charge. LCSWMA will, within sixty days after payment of the account balance and termination of the charge account, refund the balance of the account security.
4. LCSWMA haulers will not be allowed to have a load charged to another hauler or customer account without prior written approval. The hauler delivering the load will be charged. (This does not include Municipal Contracts or Residual Waste Accounts).
5. All charges will be billed monthly or more frequently by LCSWMA. Payment in full of the current charges shall be due on the thirtieth day after the statement date unless other terms have been agreed upon in advance by LCSWMA.
6. If statement charges (including penalty fees) are not paid on the thirtieth day after the statement date, late charges will be assessed at the rate of 1.5% per month (annual rate of 18%) on all past due amounts, and LCSWMA may at its option do any or all of the following: (a) place the customer on a weekly payment plan; (b) revoke charge account privileges; (c) revoke all licenses issued to the account holder; (d) apply the account security on account of the unpaid account balance; (e) discontinue any and all charge account privileges; and (f) revoke the hauler rebate. If charge account privileges are revoked, an account security will be required for reinstatement of charge account privileges.

7. A fee may be assessed for costs associated with reproduction of any weight ticket, manifest, or other document.
8. LCSWMA may for any reason, which LCSWMA deems appropriate, revoke charge account privileges or adjust the amount of the required account security.
9. Any discrepancies with weight tickets must be brought to the attention of LCSWMA within 10 days of the transaction.

## **OPERATING AND SAFETY RULES**

LCSWMA is a tobacco-free environment. Tobacco use is prohibited by all customers at all LCSWMA facilities (Transfer Station Complex, Frey Farm Landfill and the Waste-to-Energy Facility), including while inside a personal vehicle on LCSWMA property. Tobacco of all types, including but not limited to, cigarettes, pipes, cigars, **electronic** cigarettes, snuff, chew, etc. is prohibited.

Scavenging/Salvaging is prohibited at LCSWMA Facilities except with the prior written approval of LCSWMA's Chief Executive Officer.

All Persons delivering waste to the Waste-To-Energy Facility tipping floor shall observe the six foot (6') restricted access to the pit edge. Such distance is indicated by markings on the tipping floor side walls and floor.

All Persons delivering waste to the Waste-To-Energy Facility tipping floor shall NOT handle any Residual Waste that has been staged on the tipping floor for special processing/inspection.

Children must remain in vehicles at all times at LCSWMA Facilities.

All Persons entering the Transfer Station tip floor, Waste-To-Energy Facility tip floor and Landfill tipping area MUST wear some type of fluorescent garment (vest, shirt, pants, jacket, sweatshirt) with at least 250 square inches of fluorescent color at all times.

Loitering and solicitation are prohibited at LCSWMA Facilities.

All loads must be tarped while traveling to any LCSWMA Facility and remain tarped until arriving at LCSWMA's designated untarping areas.

All vehicles using LCSWMA Facilities must obey all road signs and posted speed limits. Where no speed limit is posted, the maximum speed will be ten (10) miles per hour. Safe and courteous driving practices are to be followed at all times.

Boxes or other containers will be allowed to be dropped from vehicles only in areas expressly designated as untarping or unloading areas.

Vehicles and containers may not be left for extended periods of time at LCSWMA Facilities without prior LCSWMA approval.

All sorting and separation of Waste by a hauler must be performed at designated areas and not in the tipping areas.

All trucks must unload Waste off the rear of the vehicle in designated tipping areas. Unloading of vehicles off the sides is prohibited.



**All passengers must be in the cab of the vehicle when entering onto LCSWMA property.** Riding on the bed or tailgate of vehicles on LCSWMA property or during unloading is prohibited. **Drivers and passengers must stay with their vehicles at all times.**

All vehicles are required to leave a minimum of eight feet (8') between vehicles during unloading at the Landfill, Transfer Station and Waste-To-Energy Facility.

Licensed vehicles, containers and the contents of vehicles and containers are subject to inspection at any time by LCSWMA.

All Persons unloading vehicles shall be appropriately dressed to prevent injury and shall be wearing shoes.

The use of LCSWMA's Small Vehicle Drop Off Areas at all Facilities will be at the discretion of site management personnel. Vehicle type, size and load, along with weather conditions will determine Small Vehicle Drop Off usage.

All roll-off containers must have properly functioning tail gate latches that secure the tail gate in the open position while the vehicle is dumping. If a roll-off container does not have a functioning safety chain, LCSWMA will provide a temporary safety chain so the vehicle may dump safely. There will be a \$20.00 handling fee charged for this safety service.

No tractor trailer waste deliveries will be accepted at the LCSWMA Transfer Station.

All LCSWMA Facilities are covered under Pennsylvania Act 124 of 2008 regarding No Idling Diesel-Powered Vehicles over 5 Tons.

No deliveries of grit and screenings from preliminary treatment of sewage sludge at a municipal treatment plant or from septic or holding tank pumpings will be accepted at the LCSWMA Transfer Station.

LCSWMA licensed customers operating vehicles with permanently fixed containers (rear load and front load vehicles) may choose to use tare weights when delivering to the Transfer Station provided LCSWMA has issued written authorization for each licensed vehicle proposed to utilize tare weights.

LCSWMA's Frey Farm Landfill, Waste-to-Energy Facility and Transfer Station MAY NOT accept Covered Devices under the Covered Devices Recycling Act of 2010.

Any loads containing fire debris shall be delivered directly to the Frey Farm Landfill unless otherwise approved by LCSWMA (based on factors such as the potential to contain hot material, length of time span between fire and material clean-up).

All licensed vehicles and containers shall be watertight, readily emptied, cleaned with sufficient frequency to prevent insect breeding or odors or other nuisances, and shall be maintained in good repair and in a safe condition; and all Waste must be secured to the vehicle or container ***and*** enclosed or covered with secured tarpaulins to prevent leakage, spillage, dusting or litter. Such enclosures and tarpaulins must remain in place until arrival at the designated unloading or uncovering areas at the LCSWMA Facility. After discharging a load of Waste, the driver or operator of the vehicle is responsible for inspecting the vehicle and the container to ensure that all the Waste from the vehicle and container has been discharged. **In the event that all the Waste has not been discharged, the driver or operator must secure the remaining Waste by tarping or enclosing the vehicle or container.** In the event a vehicle or container leaks, spills, dusts or litters on any LCSWMA Facility, public road or private property, the Person hauling the Waste will be responsible for all clean up and for paying any costs incurred or damages sustained by LCSWMA in connection with performing or monitoring of such cleanup.

## **OPERATING HOURS**

1. The Transfer Station will be open for the delivery of Waste between the hours of 6:00 A.M. to 4:00 P.M. Monday through Friday and 8:00 A.M. to 12:00 P.M. on Saturdays.
2. The Waste-To-Energy Facility will be open for the delivery of Waste between the hours of 6:30 A.M. to 4:00 P.M. Monday through Friday and 7:00 A.M. to 11:00 A.M. on Saturdays.
3. The Landfill will be open for the delivery of Waste between the hours of 7:00 A.M. to 4:00 P.M. Monday through Friday and 7:00 A.M. to 11:00 A.M. on Saturdays.
4. The Household Hazardous Waste Facility will be open for the delivery of Waste from Lancaster County Residents between the hours of 7:00 A.M. to 4:00 P.M. Monday through Friday and 8:00 A.M. until 12:00 P.M. on Saturdays.
5. Holiday operating hours at the Landfill, Transfer Station, Household Hazardous Waste and Waste-To-Energy Facility will be:
  - New Year's Day - Wednesday, January 1, 2014 - Closed
  - Memorial Day - Monday, May 26, 2014 - Closed
  - July 4<sup>th</sup> - Friday, July 4, 2014 - Closed
  - Labor Day - Monday, September 1, 2014 - Closed
  - Thanksgiving - Thursday, November 27, 2014 - Closed
  - Christmas - Wednesday, December 24, 2014 - Hours to be determined  
Thursday, December 25, 2014 - Closed
6. Operating Hours may be altered from time to time without notice as deemed necessary or appropriate by LCSWMA.

## **LIABILITY**

LCSWMA will not be liable for any actions, errors or omissions of any (i) contractors of LCSWMA, (ii) Persons authorized to use or enter LCSWMA Facilities or (iii) trespassers at LCSWMA Facilities. All Persons proceeding onto LCSWMA Facilities do so at their own risk.

## **VIOLATIONS AND PENALTIES**

The Generator, the Person licensed, and the Person operating the vehicle shall be responsible and accountable for any non-compliance with these Rules and Regulations, including reimbursing LCSWMA for all fees and any and all costs and damages incurred by LCSWMA as a result of such violation.

In addition to the fees and charges as provided in these Rules and Regulations, in the event of any violation of these Rules and Regulations, or of any other applicable governmental regulations, LCSWMA may:

1. revoke the license of the violating vehicle or container;
2. revoke all licenses issued to the Person who is the licensee of the violating vehicle or container;
3. suspend the privilege of using LCSWMA Facilities of the Person driving or operating the violating vehicle; and
4. take such other action as LCSWMA shall deem to be appropriate.

# Attention Haulers

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When traveling to and from  
LCSWMA's Frey Farm Landfill,  
the hauling routes listed below must be followed  
as per Manor Township Ordinance #2-90.

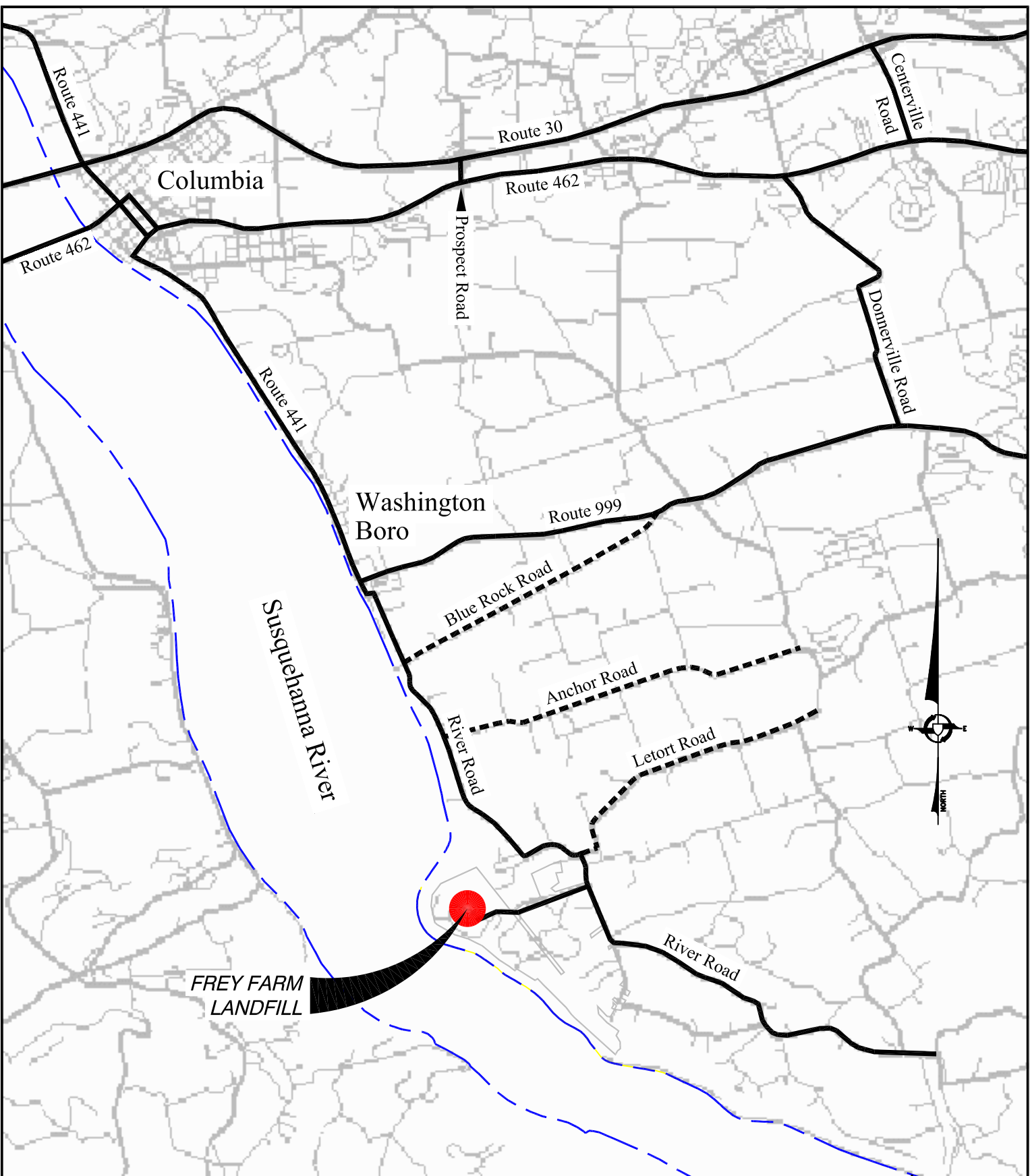
All waste haulers *must* use:



Route **441/River Road**  
**Donnerville Road, Route 741**  
for travel **North** and **South**

Route **30, Route 999, Route 462**  
for travel **East** and **West**

Travel is **PROHIBITED** on  
**Letort Road,**  
**Blue Rock Road,**  
and **Anchor Road.**

**THESE ROUTES WILL BE ENFORCED!**



-  Acceptable Routes
-  Prohibited Routes per Manor Twp ordinance #2-90



1299 HARRISBURG PIKE  
 PO BOX 4425  
 LANCASTER, PA 17604  
 PHONE: 717-397-9968  
 FAX: 717-397-9973  
[www.lcswma.org](http://www.lcswma.org)

Scale	1" = 1 MILE
Drawn By	RWG
Layout	8.5 x 11
Plotted	11/23/2011

FREY FARM LANDFILL  
 HAULER ROUTES

Date 11/23/2011  
 No 20111123-01

**For more information on the Authority please visit  
[www.lcswma.org](http://www.lcswma.org)**

Information available on the web site includes: Facility Hours, Holiday Hours, Rates, Directions, Licensing and Compliance, License Application, Waste Delivery Information

**Contact Information by Facility:**

**Transfer Station**

1299 Harrisburg Pike, Lancaster, PA 17603

Phone: 717-397-9968

Fax: 717-735-0198

**Household Hazardous Waste Facility**

1299 Harrisburg Pike, Lancaster, PA 17603

Phone: 717-397-9968

**Frey Farm Landfill**

3049 River Road, Conestoga, PA 17516

Phone: 717-397-9968

Fax: 717-871-6424

**Waste-To-Energy Facility**

1911 River Road, Bainbridge, PA 17502

Phone: 717-397-9968

Fax: 717-426-3849



1299 Harrisburg Pike  
PO Box 4425  
Lancaster, PA 17604-4425

Phone: 717-397-9968

Web Site: [www.lcswma.org](http://www.lcswma.org)

Email: [info@lcswma.org](mailto:info@lcswma.org)



**Rethink. Recover. Renew.**

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# Rules & Regulations

EFFECTIVE JANUARY 1, 2014



SUSQUEHANNA RESOURCE MANAGEMENT COMPLEX



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# **LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY**

## **RULES AND REGULATIONS**

### **AUTHORITY AND PURPOSE**

These SRMC Rules and Regulations have been adopted by the Lancaster County Solid Waste Management Authority under the authority granted by: (i) the Municipality Authorities Act as amended, (ii) the Solid Waste Management Act, as amended, (iii) the Municipal Waste Planning, Recycling and Waste Reduction Act, as amended, (iv) the Waste Transportation Safety Act, (v) the Dauphin County Department of Solid Waste Management & Recycling Rules and Regulations for Collection, Transportation and Disposal of Municipal Solid Waste, (vi) the Dauphin County Municipal Waste Management Plan, 2013 Revision, and (vii) the Dauphin County Municipal Waste Management Ordinance, as amended.

Under the Plan, as allowed under Act 101, LCSWMA has been designated by Dauphin County as the implementing entity to ensure the availability of adequate permitted processing and disposal capacity for Regulated Waste, other than C&D Waste. The County and LCSWMA have entered into a Delegation and Assumption of Capacity Assurance Responsibilities Agreement under which the County has delegated to LCSWMA the responsibility and right to do so. The purpose of these SRMC Rules and Regulations is to protect the health and welfare of the residents of Dauphin County and to provide a means whereby LCSWMA can safely, effectively and efficiently manage the delivery, acceptance, processing and disposal of solid waste at the Susquehanna Resource Management Complex, which is the Solid Waste acceptance and processing, electric generation, transfer, and disposal facility located in the City of Harrisburg and Swatara Township. LCSWMA has promulgated separate Rules and Regulations for LCSWMA Facilities other than the Susquehanna Resource Management Complex and these SRMC Rules and Regulations do not apply to any other LCSWMA Facility.

## **DEFINITIONS**

As used in these SRMC Rules and Regulations, the following terms shall have the following meanings:

Act 90 - The Waste Transportation Safety Act of the Commonwealth of Pennsylvania, Act 90 of 2002, as amended.

Act 97 - The Solid Waste Management Act of the Commonwealth of Pennsylvania, as amended.

Act 101 - The Municipal Waste Planning, Recycling and Waste Reduction Act of the Commonwealth of Pennsylvania, Act 101 of 1988, as amended.

Asbestos Waste - Friable - A portion of Solid Waste consisting of asbestos extracted from asbestos ore and containing more than 1% asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dried. Friable Asbestos Waste is Unacceptable Waste.

Asbestos Waste - Non-Friable - A portion of Solid Waste consisting of material that contains asbestos extracted from asbestos ore that cannot with hand pressure be crumbled, pulverized or reduced to powder when dried. Non-Friable Asbestos Waste includes transite board, siding, asbestos shingles and floor tiles. Non-Friable Asbestos Waste is a C&D Waste.

Ash Landfill - the DEP-permitted facility located at the SRMC which can accept Ash Residue and C&D Waste

Ash Residue - Ash from a Solid Waste incineration facility.

Chemotherapeutic Waste - A portion of Solid Waste resulting from the production or use of antineoplastic agents used for the purpose of inhibiting or stopping the growth of malignant cells or killing malignant cells. Chemotherapeutic Waste does not include Waste containing antineoplastic agents that are Hazardous Waste. Chemotherapeutic Waste is Unacceptable Waste.

Confidential Waste - Waste material of a classified, secret or strictly private nature, as determined by the Generator of the waste, which includes business or legal documents, personal financial records, private letters, etc.

Conoy Facility - The Waste-To-Energy Facility owned by LCSWMA and located at 1911 River Road in Conoy Township, Lancaster County, Pennsylvania.

C&D Waste - A portion of Municipal Waste resulting from the construction or demolition of buildings and other structures, including wood, plaster, drywall and wall board, metals, asphaltic substances, bricks, block, and unsegregated concrete. The term also includes grubbing waste, and Non-Friable Asbestos Waste.

Contaminated Soil - A portion of Solid Waste consisting of contaminated earth or fill, typically generated due to a spill or leak.

Covered Devices – As defined under the Pennsylvania Covered Devices Recycling Act of 2010 to include: desktop computers, laptop computers, computer monitors, computer peripherals, televisions and e-readers.

Dauphin Rules and Regulations – The Dauphin County Department of Solid Waste Management & Recycling Rules and Regulations for Collection, Transportation and Disposal of Solid Waste.

DEP - The Pennsylvania Department of Environmental Protection.

Facility - Any specific site to which Solid Waste, or any portion of Solid Waste, may be delivered.

Generator - A Person who produces or creates any Solid Waste.

Hazardous Waste - Garbage, refuse, sludge from an industrial or other wastewater treatment plant, sludge from a water supply treatment plant or air pollution control facility and other discarded material including solid, liquid, semisolid or contained gaseous material resulting from municipal, commercial, industrial, institutional, mining or agricultural operations, and from community activities, or a combination of these factors, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:

- (i) Cause or significantly contribute to an increase in mortality or morbidity in either an individual or the total population; or
- (ii) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

The term does not include (a) coal refuse as defined in the Coal Refuse Disposal Control Act (52 U.S.C.A. §§30.51-30.62), (b) treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on under and in compliance with a valid permit issued under the Clean Streams Law (35 P.S. §§691.1-691.1001), (c) solid or dissolved material in domestic sewage, (d) solid dissolved materials in irrigation return flows, (e) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act (33 U.S.C.A. §§1341), or (f) source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C.A. §§2011-2284). Hazardous Waste is Unacceptable Waste.

Household Hazardous Waste - A portion of Municipal Waste that would be considered hazardous under Act 97 but for the fact that it is produced in quantities smaller than those regulated as Hazardous Waste under Act 97 and is generated by Persons not otherwise covered as Hazardous Waste Generators by Act 97. Household Hazardous Waste is Unacceptable Waste.

Infectious/Pathological Waste - A portion of Solid Waste which is or may be contaminated by disease-producing microorganisms or material, or may harm or threaten human health. Infectious/Pathological Waste is Unacceptable Waste. The term includes the following Waste unless generated in households:

- (i) Wastes generated by hospitalized patients who are isolated, or on blood or body fluid precautions, in order to protect others from communicable disease;
- (ii) Cultures and stocks of etiologic agents;
- (iii) Animal waste blood and animal blood products which are known or are suspected to contain contagious zoonotic pathogens, and human waste blood and blood products;
- (iv) Tissues, organs, body parts, blood and body fluids that are removed during surgery and autopsy;
- (v) Wastes generated by surgery or autopsy of septic cases or patients with infectious diseases;
- (vi) Wastes that were in contact with pathogens in any type of laboratory work, including collection containers, culture dishes, slides, plates and assemblies for diagnostic tests and devices used to transfer, inoculate and mix cultures;
- (vii) Used sharps;
- (viii) Wastes that were in contact with the blood of patients undergoing hemodialysis at hospitals or independent treatment centers;
- (ix) Carcasses and body parts of animals exposed to contagious zoonotic pathogens;
- (x) bedding and other Wastes that were in contact with animals suffering from contagious zoonotic diseases due to natural infection or laboratory research, and their excretions, secretions, carcasses or body parts;
- (xi) Waste biologicals - for example, vaccines - produced by pharmaceutical companies for human or veterinary use;
- (xii) Food and other products that are discarded because of contamination with etiologic agents; and
- (xiii) Equipment and equipment parts contaminated with etiologic agents.

LCSWMA Facility - LCSWMA Facilities include (a) the Susquehanna Resource Management Complex, a Waste-to-Energy Facility, Ash Landfill and Transfer Station located in the City of Harrisburg and the Township of Swatara, (b) the Conoy Facility, a

Waste-To-Energy Facility located at 1911 River Road, Route 441, Conoy Township, Lancaster County, (c) the Frey Farm Landfill located at 3049 River Road, Manor Township, Lancaster County, and (d) the Transfer Station located at the rear of 1299 Harrisburg Pike, Manheim Township, Lancaster County.

Liquid Waste - A portion of Waste that contains free liquids as determined by Method 9095 (Paint Filter Liquids Test), as described in United States Environmental Protection Agency's "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods" (EPA Publication No. SW-846).

Manifest - A form supplied by LCSWMA to be completed and signed by each Person who collects or transports Solid Waste and which specifies, inter alia, (a) the source, type, quantity and delivery point for the Solid Waste, (b) the applicable registration number and (c) other pertinent information.

Municipal Waste - Any Solid Waste which is garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities, and any sludge not meeting the definition of Residual or Hazardous Waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include Source Separated Recyclable Materials, C&D Waste or Unacceptable Waste.

Non-Processable Waste - Non-Processable Waste is a portion of Municipal Waste consisting of materials which cannot be handled by LCSWMA's normal processing or disposal methods. Non-Processable Waste includes items greater than six feet (6') in any dimension such as mattresses and large furniture.

Non-Processable Waste (Oversize) - May consist of large auto parts, autos, recreational vehicles, machinery, and any other items deemed appropriate by LCSWMA.

Person - Any individual, firm, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority, governmental entity or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. In any provisions of these rules and regulations prescribing a fine, penalty or other enforcement action, or any combination of the foregoing, the term "Person" shall include the officers and directors of any corporation or other legal entity having officers and directors.

Plan - The Dauphin County Municipal Waste Management Plan, and as revised in 2013 or hereafter amended or revised.

Processed Infectious/Pathological Waste - A portion of Solid Waste consisting of Infectious/Pathological Waste which has been rendered non-infectious by sterilization, incineration or other equally effective processing techniques. Processed Infectious/Pathological Waste is Unacceptable Waste.

Putrescible Waste - A portion of Municipal Waste consisting of organic waste materials which due to biological decomposition are, or have a tendency to be, rotten, foul, or odorous, including dead animals and spoiled foods, but not including sludge. Putrescible Waste is Unacceptable Waste.

Radioactive Materials - Substances which spontaneously emit alpha or beta particles or photons (gamma radiation) in the process of decay or transformation of the atom's nucleus. Radioactive Materials are Unacceptable Waste.

Recycling or Recycled - The collection, separation, recovery and marketing of Source Separated Recyclable Materials which would otherwise be disposed of or processed as Solid Waste.

Registered Hauler - A Person who is in possession of all pertinent permits and registrations which may be required by the Commonwealth of Pennsylvania and LCSWMA for the collection, transportation, storage, or disposal of Solid Waste.

Regulated C&D Waste - C&D Waste generated or collected in Dauphin County including the City of Harrisburg, as well as all Municipal Waste generated in Swatara Township and Highspire Borough after the expiration of the initial term of their existing contracts with the York Incinerator on May 22, 2016 and May 21, 2016 respectively.

Regulated Municipal Waste - Municipal Waste generated or collected in Dauphin County and the City of Harrisburg, as well as all Municipal Waste generated in Swatara Township and Highspire Borough after the expiration of the initial term of their pre-existing contracts with the York Incinerator, on May 22, 2016 and May 21, 2016 respectively.

Regulated Waste - Regulated Municipal Waste and Regulated C&D Waste.

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

Salvaging - The controlled removal of material from a Solid Waste storage, collection, transportation, processing or disposal facility for Recycling purposes only. Salvaging is NOT permitted at any LCSWMA Facility.

Scavenging - The uncontrolled removal of material from a Solid Waste storage, collection, transportation, processing or disposal site or Facility. Scavenging is NOT permitted at any LCSWMA Facility.

Sewage Sludge - Solid sludges and other residues from a municipal sewage collection and treatment system; and solid sludges and other residues from septic and



holding tank pumpings from commercial, institutional or residential establishments. The term includes materials derived from sewage sludge. The term does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of sewage sludge at a municipal sewage collection and treatment system, or grit, screenings and nonorganic objects from septic and holding tank pumpings. Sewage Sludge is a Special Handling Waste.

Single Stream Recyclables - Recyclable materials such as aluminum cans, clear and colored glass, steel and tin cans, plastics and newsprint which have been segregated from Regulated Municipal Waste, but which have not been separated into different types of recyclable materials. A system where Recyclable Materials such as newspapers, glass, metal and plastic containers are collected and processed together.

SRMC Rules and Regulations - These LCSWMA Rules and Regulations, as amended by LCSWMA from time to time.

Solid Waste or Waste - Any waste, including but not limited to Municipal, Residual, or Hazardous Wastes, including solid, liquid, semisolid or contained gaseous materials.

Source Separate or Source Separation - The process of separating, or the separation of, Source Separated Recyclable Materials from other Solid Waste at the location where generated for the purpose of Recycling.

Source Separated Recyclable Materials - Materials that (a) are separated from Waste at the location where generated in accordance with Act 101 and applicable municipal ordinances and (b) are Recycled.

Special Handling Waste - Solid Waste that requires the application of special storage, collection, transportation, processing or disposal techniques due to the quantity of material generated or its unique physical, chemical or biological characteristics. The term includes dredged material, Sewage Sludge, Chemotherapeutic Waste, Friable Asbestos containing waste, PCB-containing waste and waste oil that is not Hazardous Waste and material designated by LCSWMA as Special Handling Waste.

Susquehanna Resource Management Complex - The solid waste acceptance and processing, electric generation, transfer and ash disposal facility located at 1670 South 19th Street, Harrisburg, Pennsylvania, in the City of Harrisburg and Township of Swatara.

Tipping Fee - The rate charged for disposal of Solid Waste.

Tires - Recyclable Tires are rubber pneumatic tires used on automobiles, trucks, motorcycles and small farm implements. Non-Recyclable Tires are tires used on industrial equipment, heavy construction equipment, off-road vehicles, and farm tractors.

Transfer Station - The Transfer Station located at the Susquehanna Resource Management Complex.

Transportation Compliance Plan - The plan that describes the procedures used by LCSWMA to ensure that vehicles delivering Waste to its Facilities remain in compliance with applicable DEP and PennDOT transportation regulations.

Unacceptable Waste - The following types of Solid Waste are Unacceptable Waste unless approved on a case-by-case basis:

- (i) Chemotherapeutic Waste;
- (ii) Covered Devices;
- (iii) Drums, barrels, buckets and paint cans unless lids have been removed and interiors are cleaned and free of any residue;
- (iv) Explosives and Ordnance Materials;
- (v) Friable Asbestos Waste;
- (vi) Gas cylinders, unless delivered separate from other Solid Waste;
- (vii) Hazardous Waste;
- (viii) Household Hazardous Waste;
- (ix) Infectious/Pathological Waste;
- (x) Processed Infectious/Pathological Waste;
- (xi) Radioactive Materials; and
- (xii) Yard Waste.

Waste or Solid Waste - Any waste, including but not limited to Municipal, Residual or Hazardous Wastes, including solid, liquid, semisolid or contained gaseous materials.

White Goods - A portion of Solid Waste consisting of large appliances including the following:

- (i) Air Conditioners and Dehumidifiers;
- (ii) Clothes Washing and Drying Machines;
- (iii) Dishwashers;
- (iv) Furnaces and Electrical Heaters;
- (v) Hot Water Heaters;
- (vi) Microwave Ovens;

- (vii) Refrigerators and Freezers;
- (viii) Stoves and Ovens; and
- (ix) Water Coolers.

Yard Waste - All garden residues, leaves, shrubbery, tree trimmings, branches less than twenty-four inches (24") in diameter, grass clippings, and sod. Yard Waste is Unacceptable Waste.

Any term used in these SRMC Rules and Regulations and not defined above shall have the same meaning as ascribed to such term by Pennsylvania statute, rule or regulation or the DEP.

## **GENERAL WASTE ACCEPTANCE POLICIES**

1. Regulated Municipal Waste, approved Residual Waste, approved Special Handling Waste, and other approved Wastes may be delivered to the Susquehanna Resource Management Complex, but not Unacceptable Waste or Recyclable Materials.
2. Any Person delivering Unacceptable Waste to the Susquehanna Resource Management Complex will be responsible for the removal of the Unacceptable Waste from the site, clean-up and remediation of any damages resulting from such delivery, and reimbursement of all costs and damages incurred by LCSWMA as a result of such delivery.

## **SITE DESIGNATION**

1. As provided in the Municipal Waste Management Ordinance, as amended, of Dauphin County, all Regulated Municipal Waste, excepting C&D Waste, Unacceptable Waste, Source Separated Recyclable Materials and Special Handling Waste, shall be transported directly from the point of collection and delivered in accordance with these SRMC Rules and Regulations to the Susquehanna Resource Management Complex without any intervening transfer, unloading, processing, sorting, salvaging, scavenging, or reuse.
2. Regulated C&D Waste, Special Handling Waste, and Residual Waste may be delivered to the Susquehanna Resource Management Complex in accordance with these SRMC Rules and Regulations unless prohibited under the County Rules and Regulations.
3. Source Separated Recyclable Materials which are generated within Dauphin County shall be transported from the point of collection and delivered in accordance with Act 101 and applicable municipal ordinances.
4. LCSWMA may use the Susquehanna Resource Management Complex as a transfer station to transfer waste to other LCSWMA Facilities for Regulated Municipal Waste. In the event the Susquehanna Resource Management Complex is unable to receive Regulated Municipal Waste, LCSWMA may transfer to any other LCSWMA Facility Regulated Municipal Waste which would otherwise have been delivered to the Susquehanna Resource Management Complex.

## **REGISTRATIONS AND MANIFESTS**

1. No Person shall collect or transport Regulated Municipal Waste in any vehicle that has not been registered by LCSWMA. The provisions of this paragraph shall not apply with respect to a Person transporting Regulated Municipal Waste (a) if such Regulated Municipal Waste was generated in the Person's residence or (b) if such Regulated Municipal Waste was generated in the Person's business and the Person does not request a charge account with LCSWMA.

2. No Person shall deliver any Waste to any LCSWMA Facility without meeting the requirements of Act 90 relating to the Waste Transportation Safety Program State License Requirements, if applicable.
3. No Person shall deliver to the Susquehanna Resource Management Complex any Sewage Sludge or Special Handling Waste which was generated in Dauphin County in any vehicle that has not been registered by LCSWMA.
4. A registration will be issued by LCSWMA for each vehicle to the Person who owns or leases the vehicle upon satisfaction of the following conditions:
  - A. Submit completed Registration Application Form with required copies of Insurances.
  - B. Pay any overdue charge account balance (including any penalties and finance charges).
5. Registrations shall be firmly affixed in a prominent location on the driver's side of each vehicle so that the registration is readily visible to the scale house operator.
6. A registration is not transferable from the vehicle for which the registration was issued.
7. LCSWMA may refuse to issue a registration, or may revoke a registration, for any vehicle or which does not comply with DEP regulations or which is not in compliance with any applicable municipal regulations; for any vehicle for which insurance coverage is not maintained in accordance with these SRMC Rules and Regulations; or for any vehicle owned or leased by a Person who violates, or whose employees or agents violate, any provision of these SRMC Rules and Regulations.
8. Each load of Waste that is delivered to a LCSWMA Facility shall be accompanied by a completed LCSWMA Manifest. The completed Manifest must be delivered to the LCSWMA scale house operator upon entry into the LCSWMA Facility.

## **WASTE CATEGORIES, DISPOSITION**

The following paragraphs describe various categories of Waste and LCSWMA's fees for disposal of those materials.

### I. MUNICIPAL WASTES

#### A. REGULATED MUNICIPAL WASTE

All loads of Regulated Municipal Waste must be delivered to the Susquehanna Resource Management Complex.

Regulated Municipal Waste shall not be mixed with any other Waste when discharged into a LCSWMA Facility.

The tipping fee for Regulated Municipal Waste originating in Dauphin County (except for the City of Harrisburg) delivered to the Susquehanna Resource Management Complex will be a maximum of \$80.00 per ton, pursuant to the Cooperation Agreement with the County of Dauphin.

The tipping fee for Regulated Municipal Waste originating in the City of Harrisburg delivered to the Susquehanna Resource Management Complex will be \$190.00 per ton.

#### B. NON-PROCESSABLE WASTE

Non-Processable Waste shall not be mixed with any other waste.

The tipping fee for Non-Processable Waste, shall be the applicable Regulated Municipal Waste fee.

#### C. REGULATED C&D WASTE

Regulated C&D Waste shall not be mixed with any other Waste when discharged into a LCSWMA Facility. LCSWMA reserves the right to deem any mixed loads containing Regulated C&D Waste to be Unacceptable Waste. The tipping fee for Regulated C&D Waste will be \$80 per Ton.

#### D. PUTRESCIBLE WASTE

Putrescible Waste shall not be mixed with any other Waste.

Advance approval and notification is required for Putrescible Waste.

The tipping fee for Putrescible Waste will be established on a case-by-case basis.

## II. SPECIAL HANDLING WASTES

Loads consisting exclusively of Special Handling Waste may be delivered with advance notice and approval, or as described below. The tipping fee for Special Handling Waste will be established on a case-by-case basis.

### A. SEWAGE SLUDGE

No Sewage Sludge will be accepted at LCSWMA Facilities unless the following conditions have been met:

- (i) A properly completed DEP Form has been approved by both DEP and LCSWMA.
- (ii) Any applicable fee for processing the DEP Form has been submitted to LCSWMA.
- (iii) Sewage Sludge is not Liquid Waste.

Sewage Sludge will be accepted at only with prior approval by LCSWMA. Sewage Sludge will not be mixed with any other Waste when discharged into a LCSWMA Facility.

### B. PROCESSED INFECTIOUS/PATHOLOGICAL WASTE

No Processed Infectious/Pathological Waste will be accepted at LCSWMA Facilities.

### C. ASH RESIDUE

Ash Residue requires advance notice and approval.

### D. CONTAMINATED SOIL

Contaminated Soil requires advance notice and approval.

### E. FRIABLE ASBESTOS WASTE

### F. OTHER SPECIAL HANDLING WASTES

No other Special Handling Wastes will be accepted at LCSWMA Facilities without advance notice and approval of LCSWMA.

### III. RESIDUAL WASTE

No Residual Waste will be accepted at LCSWMA Facilities unless the following conditions have been met:

- A. A properly completed DEP Form has been completed by the Generator and submitted to LCSWMA and DEP (when applicable).
- B. Any applicable fee for processing the DEP Form has been submitted to LCSWMA.
- C. LCSWMA has issued authorization for delivery of the Residual Waste.

A tipping fee will be established on a case-by-case basis by LCSWMA after review of the information submitted by the Generator. If the Generator of the Residual Waste makes any changes to the material or process which generates the Residual Waste, or alters the chemical or physical characteristics of the Residual Waste in any way, the Generator shall immediately suspend delivery of the Residual Waste and submit a new application to LCSWMA for consideration.

LCSWMA may obtain samples of the Residual Waste at any time for analysis at LCSWMA expense, or may require the Generator to obtain a new analysis by an independent laboratory at any time at the Generator's expense, in order to confirm the characteristics of the Residual Waste. LCSWMA may suspend acceptance of Residual Waste at any time if the results of such analyses indicate that the characteristics of the delivered material deviate from the analyses submitted with the application or if the Generator fails to comply with applicable DEP or LCSWMA requirements.

Residual Waste shall not be mixed with any other Waste without prior approval of LCSWMA when discharged into a LCSWMA Facility.

### IV. OTHER WASTES

LCSWMA may accept other Wastes. LCSWMA's Chief Executive Officer shall establish the fees, policies for delivery and acceptance, and restrictions for other Wastes on a case-by-case basis.

### V. SOURCE SEPARATED RECYCLABLE MATERIALS

Source Separated Recyclable Materials shall be delivered in accordance with Act 101 and applicable municipal ordinances.



## VI. FEES

### A. Mixed Loads

- (i) A mixed load is any load which, at the time of discharge into a LCSWMA Facility, contains Waste from more than one category described in these SRMC Rules and Regulations.
- (ii) Waste consisting of Residual Waste, Municipal Waste, or Source Separated Recyclable Materials shall not be mixed with each other, unless approved by LCSWMA.
- (iii) Every type of Residual Waste shall require separate approval for disposal under these Rules and Regulations and no load shall contain more than one of such separately approved categories of Residual Waste, unless approved by LCSWMA.

### B. Fees

- (i) The tipping fee for any mixed load containing more than one category of Waste shall be a fee equal to the highest tipping fee applicable to any category of Waste contained in the load, plus a fee equal to the greater of (i) \$50.00 or (ii) all costs and expenses incurred by LCSWMA with respect to such load. LCSWMA may reduce or waive this surcharge if the hauler demonstrates to the reasonable satisfaction of LCSWMA that the mixing of Waste was not due to the hauler's fault or negligence and that the hauler has made best efforts to prevent such mixing in the future.
- (ii) The tipping fee for delivery of Unacceptable Waste will be a maximum of \$300.00 per ton. The entire load of Waste will be assessed the Unacceptable Waste Tipping Fee even if the Unacceptable Waste constitutes only a small portion of the load. In addition to the tipping fee, any Person delivering Unacceptable Waste shall be responsible for the removal of the Unacceptable Waste from the site, clean-up and remediation of any damages resulting from such delivery, and reimbursement of all costs and damages incurred by LCSWMA as a result of such delivery.
- (iii) An additional fee of \$100.00 per hour with a minimum charge of one-half hour may be assessed to any load of Waste which requires the assistance of LCSWMA personnel and equipment for unloading or otherwise assisting delivery vehicles with the exception of frozen loads as a result of winter weather conditions.
- (iv) For any Regulated Municipal Waste which is transported to any location other than a LCSWMA Facility without the prior approval of LCSWMA, a tipping fee will be charged to the Generator or the Person hauling such Waste in the same amount that would have

been charged if the Waste had been delivered to LCSWMA Facilities. The Generator and the Person hauling the Waste shall be jointly and severally liable to LCSWMA for the tipping fee plus reimbursement of costs incurred by LCSWMA.

- C. Minimum Fees. Vehicles delivering less than 750 pounds of Regulated Municipal Waste, Non-Processable Waste, Putrescible Waste, Sewage Sludge, and Residual Waste shall be subject to a minimum access fee of \$30.00. All such Waste delivered in excess of 750 pounds will be charged at the applicable rates set forth in these SRMC Rules and Regulations.
- D. Other Fees. A fee of \$50.00 may be charged for each violation of LCSWMA's Operating and Safety Rules. A minimum fee of \$15.00 may be charged for the correction of errors resulting from the incorrect coding of manifest forms. A maximum fee of \$25.00 may be charged for each check that is dishonored by the payer's banking institution.

## VII. BILLING AND PAYMENT OF FEES

- A. All users of LCSWMA Facilities shall pay the applicable fees at the time of, or prior to, use of the LCSWMA Facilities, unless LCSWMA has approved a charge account. LCSWMA will approve a charge account only for (a) a governmental entity or (b) a Person who has demonstrated, to LCSWMA's satisfaction, acceptable credit. Security for payment of the charge account (the "account security") may be required for any Person or governmental entity who has had a delinquent charge account within the preceding twelve months, who has violated the SMRC Rules and Regulations during the preceding twelve months, or who LCSWMA may consider to be a credit risk.
- B. The account security shall be twice the highest monthly fee based upon LCSWMA's estimate of expected usage.
- C. The account security shall be either a cash deposit or an irrevocable letter of credit issued by a bank which maintains a place of business in Lancaster County, Pennsylvania. The letter of credit shall be in form and substance acceptable to LCSWMA. Cash deposits will be deposited by LCSWMA in a demand account in a banking institution of LCSWMA's choice. Any interest earned on such account shall be retained by LCSWMA as an administrative charge. LCSWMA will, within sixty days after payment of the account balance and termination of the charge account, refund the balance of the account security.
- D. LCSWMA haulers will not be allowed to have a load charged to another hauler or customer account without prior written approval. The hauler delivering the load will be charged. (This does not include Municipal Contracts or Residual Waste Accounts).

- E. All charges will be billed monthly or more frequently by LCSWMA. Payment in full of the current charges shall be due on the thirtieth day after the statement date unless other terms have been agreed upon in advance by LCSWMA.
- F. If statement charges (including penalty fees) are not paid on the thirtieth day after the statement date, late charges will be assessed at the rate of 1.5% per month (annual rate of 18%) on all past due amounts, and LCSWMA may at its option do any or all of the following: (a) place the customer on a weekly payment plan; (b) revoke charge account privileges; (c) revoke all registrations issued to the account holder; (d) apply the account security on account of the unpaid account balance; and (e) discontinue any and all charge account privileges. If charge account privileges are revoked, an account security will be required for reinstatement of charge account privileges.
- G. A fee may be assessed for costs associated with reproduction of any weight ticket, manifest, or other document.
- H. LCSWMA may for any reason, which LCSWMA deems appropriate, revoke charge account privileges or adjust the amount of the required account security.
- I. Any discrepancies with weight tickets must be brought to the attention of LCSWMA within 10 days of the transaction.

## **OPERATING AND SAFETY RULES**

Scavenging/Salvaging is prohibited at LCSWMA Facilities except with the prior written approval of LCSWMA's Chief Executive Officer.

All Persons delivering waste to the Susquehanna Resource Management Complex tipping floor shall observe the six foot (6') restricted access to the pit edge. Such distance is indicated by markings on the tipping floor side walls and floor.

All Persons delivering waste to the Susquehanna Resource Management Complex tipping floor shall NOT handle any Residual Waste that has been staged on the tipping floor for special processing/inspection.

Children must remain in vehicles at all times at LCSWMA Facilities.

All Persons outside a vehicle on the Susquehanna Resource Management Complex tip floor must wear some type of fluorescent garment (vest, shirt, pants, jacket, sweatshirt) with at least 250 square inches of fluorescent color at all times.

Smoking is prohibited by all customers while on LCSWMA property.

Loitering and solicitation are prohibited at LCSWMA Facilities.

All loads must be tarped while traveling to any LCSWMA Facility and remain tarped until arriving at LCSWMA's designated untarping areas.

All vehicles using LCSWMA Facilities must obey all road signs and posted speed limits. Where no speed limit is posted, the maximum speed will be ten (10) miles per hour. Safe and courteous driving practices are to be followed at all times.

Boxes or other containers will be allowed to be dropped from vehicles only in areas expressly designated as untarping or unloading areas.

Vehicles and containers may not be left for extended periods of time at LCSWMA Facilities without prior LCSWMA approval.

All sorting and separation of Waste by a hauler must be performed at designated areas and not in the tipping areas.

All trucks must unload Waste off the rear of the vehicle in designated tipping areas. Unloading of vehicles off the sides is prohibited.

All passengers must be in the cab of the vehicle when entering onto LCSWMA property. Riding on the bed or tailgate of vehicles on LCSWMA property or during unloading is prohibited. Drivers and passengers must stay with their vehicles at all times.

Vehicles are required to leave a minimum of eight feet (8') between vehicles during unloading at the Susquehanna Resource Management Complex.

Registered vehicles, containers and the contents of vehicles and containers are subject to inspection at any time by LCSWMA.

All Persons entering the SRMC Waste-to-Energy facility tip floor MUST wear some type of fluorescent garment (vest, shirt, pants, jacket, sweatshirt) with at least 250 square inches of fluorescent color at all times.

The use of LCSWMA's Small Vehicle Drop Off Areas at all Facilities will be at the discretion of site management personnel. Vehicle type, size and load, along with weather conditions will determine Small Vehicle Drop Off usage.

All roll-off containers must have properly functioning tail gate latches that secure the tail gate in the open position while the vehicle is dumping. If a roll-off container does not have a functioning safety chain, LCSWMA will provide a temporary safety chain so the vehicle may dump safely. There will be a \$20.00 handling fee charged for this safety service.

There shall be no idling diesel-powered vehicles over five tons at LCSWMA Facilities under Pennsylvania Act 124 of 2008.

No deliveries of grit and screenings from preliminary treatment of sewage sludge at a municipal treatment plant or from septic or holding tank pumpings will be accepted.

LCSWMA registered customers operating vehicles with permanently fixed containers (rear load and front load vehicles) may choose to use tare weights when delivering provided LCSWMA has issued written authorization for each registered vehicle proposed to utilize tare weights.

No loads containing fire debris may be delivered unless otherwise approved by LCSWMA (based on factors such as the potential to contain hot material, length of time span between fire and material clean-up).

All registered vehicles and containers shall be watertight, readily emptied, cleaned with sufficient frequency to prevent insect breeding or odors or other nuisances, and shall be maintained in good repair and in a safe condition; and all Waste must be secured to the vehicle or container and enclosed or covered with secured tarpaulins to prevent leakage, spillage, dusting or litter. Such enclosures and tarpaulins must remain in place until arrival at the designated unloading or uncovering areas at the LCSWMA Facility. After discharging a load of Waste, the driver or operator of the vehicle is responsible for inspecting the vehicle and the container to ensure that all the Waste from the vehicle and container has been discharged. In the event that all the Waste has not been discharged, the driver or operator must secure the remaining Waste by tarping or enclosing the vehicle or container. In the event a vehicle or container leaks, spills, dusts or litters on any LCSWMA Facility, public road or private property, the Person hauling the Waste will be responsible for all clean up and for paying any costs incurred or damages sustained by LCSWMA in connection with performing or monitoring of such cleanup.

## **OPERATING HOURS**

1. The Susquehanna Resource Management Complex will be open for the delivery of Waste from Dauphin County between the hours of 6:00 A.M. to 4:00 P.M. Monday through Friday and 7:00 A.M. to 11:00 A.M. on Saturdays.

2. Holiday operating hours will be:

### 2013

Christmas - Tuesday, December 24, 2013 - Hours to be determined

Wednesday, December 25, 2013 - Closed

### 2014

New Year's Day - Wednesday, January 1, 2014 - Closed

Memorial Day - Monday, May 26, 2014 - Closed

July 4<sup>th</sup> - Friday, July 4, 2014 - Closed

Labor Day - Monday, September 1, 2014 - Closed

Thanksgiving - Thursday, November 27, 2014 - Closed

Christmas - Wednesday, December 24, 2014 - Hours to be determined

Thursday, December 25, 2014 - Closed

3. Operating Hours may be altered from time to time without notice as deemed necessary or appropriate by LCSWMA.

## **LIABILITY**

LCSWMA will not be liable for any actions, errors or omissions of any (i) contractors of LCSWMA, (ii) Persons authorized to use or enter LCSWMA Facilities or (iii) trespassers at LCSWMA Facilities. All Persons proceeding onto LCSWMA Facilities do so at their own risk.

## **VIOLATIONS AND PENALTIES**

The Generator, the Person registered, and the Person operating the vehicle shall be responsible and accountable for any non-compliance with these SRMC Rules and Regulations, including reimbursing LCSWMA for all fees and any and all costs and damages incurred by LCSWMA as a result of such violation.

In addition to the fees and charges as provided in these SRMC Rules and Regulations, in the event of any violation of these Rules and Regulations, or of any other applicable governmental regulations, LCSWMA may:

1. revoke the registration of the violating vehicle or container;
2. revoke all registrations issued to the Person who is the registrant of the violating vehicle or container;
3. suspend the privilege of using LCSWMA Facilities of the Person driving or operating the violating vehicle; and
4. take such other action as LCSWMA shall deem to be appropriate.



**LCSWMA**

**Rethink. Recover. Renew.**

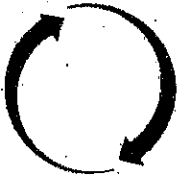
1299 HARRISBURG PIKE  
PO BOX 4425  
LANCASTER, PA 17604  
PHONE: 717-397-9968  
FAX: 717-397-9973

[www.lcswma.org/srnc](http://www.lcswma.org/srnc)



**Appendix J**

**Emergency Bypass Facility  
Letter of Agreement Between LCSWMA and York County SWA**



**LANCASTER COUNTY  
SOLID WASTE MANAGEMENT  
AUTHORITY**

1299 HARRISBURG PIKE  
P.O. BOX 4425  
LANCASTER, PA 17604  
PHONE: (717) 397-9968  
FAX: (717) 397-9973  
www.lcswma.org



November 6, 2009

Mr. Gregg Pearson  
York County Solid Waste Authority  
2700 Blackbridge Rd  
York, PA 17406

REF: Emergency By-pass Facility

Dear Gregg:

As you know, each county in Pennsylvania is required by Act 97 and Act 101 to have a municipal waste management plan for the waste that is generated within its borders. The Lancaster County Solid Waste Management Authority (LCSWMA) is currently updating the County's Municipal Waste Management Plan. Chapter 5 of the Plan, "Selection and Justification", will detail the benefits of LCSWMA's Integrated System that is used to manage the municipal waste that is generated in the County. Additionally, this chapter will explain that LCSWMA will continue to manage waste through this System and will have adequate processing and disposal capacity to do so.

A section of this chapter also will detail possible alternative disposal sites in the event that LCSWMA's Resource Recovery Facility (RRF) is off-line due to unforeseen circumstances. In case of down-time at the RRF, LCSWMA prefers to continue processing the County's municipal waste through waste-to-energy, ensuring environmentally sound and economically viable management of its waste. To accomplish this goal, LCSWMA would like to list York County's Resource Recovery Center as the preferred emergency by-pass facility for Lancaster County's municipal waste. Terms for delivering waste by LCSWMA to YCSWA's Resource Recovery Center will be agreed upon at the time of need by YCSWA and LCSWMA, and will be dependant on the available capacity at the facility at that time.

To authorize the inclusion of YCSWA's Resource Recovery Center as the preferred emergency by-pass facility in LCSWMA's County Plan, please sign below on both originals and return one to me.

Sincerely,

Thomas F. Adams  
Recycling Manger

James D. Warner, Executive Director, LCSWMA

11-6-09  
Date

David Vollero, Executive Director, YCSWA

11/16/09  
Date

**Appendix K**

**Dauphin County Municipal Solid Waste Processing Agreement**

ORIGINAL

**DELEGATION AND ASSUMPTION OF CAPACITY ASSURANCE  
RESPONSIBILITIES AGREEMENT**

**BETWEEN**

**THE LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY**

**AND**

**THE COUNTY OF DAUPHIN**

*OCTOBER 23*  
**DATED AS OF SEPTEMBER \_\_, 2013**

**DELEGATION AND ASSUMPTION OF CAPACITY ASSURANCE  
RESPONSIBILITIES AGREEMENT**

THIS DELEGATION AND ASSUMPTION OF CAPACITY ASSURANCE  
RESPONSIBILITIES AGREEMENT (this "Agreement") is made as of the 23 day of  
~~September~~ *October*, 2013, by and between the Lancaster County Solid Waste Management Authority  
("LCSWMA"), and the County of Dauphin (the "County").

**BACKGROUND**

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101 ("Act 101") was approved on July 28, 1988; and

WHEREAS, Act 101 gave the County (a) primary responsibility for planning for municipal waste management within its boundaries and (b) the primary power to control the flow of municipal waste generated within its boundaries; and

WHEREAS, pursuant to Act 101, the County implements and administers a County-wide Municipal Waste Management Plan (as revised, the "County Plan"); and

WHEREAS, the County Plan directs all Municipal Waste subject to the flow control of County ("Regulated Waste") to certain disposal facilities pursuant to the County's Municipal Waste Management Ordinance; and

WHEREAS, in January 2002, the County began preparation of a plan revision to consolidate prior revisions to the County Plan in one comprehensive planning document and identify its efforts to reach the goal of a 35% recycling rate by January 2003 using current waste generation calculations and demographic information (the "2002 Plan Revision"); and

WHEREAS, during the revision process, the County found that for many of the prior years, a majority of the waste generated for disposal in the County was being processed and disposed using municipal waste combustion capacity; and

WHEREAS, in November 2002, a draft Plan Revision was submitted to all municipalities in the County for review and comment and the County received several responses approving the draft Plan Revision, but requested that the County take additional efforts to control escalating transportation and disposal costs and, at the same time, continue its efforts to halt the proliferation of landfills in the County and beyond; and

WHEREAS, in response to those municipal comments, on December 17, 2002, the County approved the 2002 Plan Revision and directed its staff to investigate whether the County could enter into a long-term contract for Municipal Waste Combustion capacity to the County; and

WHEREAS, the County found the benefits to long-term Municipal Waste Combustion capacity include, among other reasons:

1. Assured Municipal Waste Combustion capacity would eliminate the County's dependence on new or expanded landfills for the disposal of waste, including the need for expansion of landfills in the County;
2. Historically, up to 70% of the County's Municipal Waste has been processed and disposed through Municipal Waste Combustion;
3. Use of Municipal Waste Combustion would reduce the amount of waste by up to 90% in volume and 75% in weight;
4. Since Municipal Waste Combustion facilities have the ability to provide long-term disposal capacity, the County could assure stable, long-term prices for the processing and disposal of waste;

5. Municipal Waste Combustion produces significant amounts of renewable energy in the form of electricity and steam and, pursuant to the Clean Air Act amendments, it is one of the cleanest sources of power in the world;

6. Municipal Waste Combustion could increase recycling rates in the County through front and back-end processing, and could offer the possibility of sludge, tire and residual waste disposal;

7. On average, recycling in communities with Municipal Waste Combustion facilities is 5% higher than communities that use other technologies;

8. As recognized by the General Assembly in Act 90 of 2002, the ash residue from Municipal Waste Combustion is safe for landfilling and, in fact, is being used more frequently for daily and final cover in landfills, and as aggregate in road base materials and building construction;

9. Use of Municipal Waste Combustion would minimize environmental liability under CERCLA for the generators of the waste (County residents and businesses);

10. Municipal Waste Combustion destroys harmful pathogens and bacteria and avoids groundwater pollution and migration of methane gas beyond acceptable levels;

11. Municipal Waste Combustion facilities provide higher-paying, skilled jobs; and

12. Other counties in the mid-state, such as York and Lancaster Counties, have successfully adopted similar waste management plans and objectives; and

WHEREAS, in early May 2003, County staff confirmed the benefits of the use of Municipal Waste Combustion as a means of disposal of the County's Municipal Waste and that such capacity could be assured by the issuance of a request for proposals for such capacity; and

WHEREAS, County staff recommended that the County issue a request for proposals directed to Municipal Waste Combustion facilities in and outside Pennsylvania, inviting such facilities to bid and provide capacity assurance and long-term fixed disposal prices for all Regulated Municipal Waste and, thereafter, the County could select a Municipal Waste Combustion processing/disposal contractor and amend the Plan; and

WHEREAS, the Harrisburg Materials and Energy Resource Recovery Facility (the "Designated RMW Facility" or the "HRRF") has the capacity to process and/or dispose of all the County's Regulated Municipal Waste; and

WHEREAS, in 2003, the owner of the Designated RMW Facility submitted a proposal and agreed to process and/or dispose of all Regulated Municipal Waste for a minimum term of twenty-five (25) years at a long term fixed disposal price; and

WHEREAS, the County accepted the proposal and on September 16, 2003 entered into a Municipal Waste Combustion Processing/Disposal Agreement providing for disposal and processing of the Designated RMW Facility (the "2003 Agreement") to begin in 2006; and

WHEREAS, on July 17, 2004, the 2004 Non-Substantial Plan Revision of the Dauphin County Solid Waste Management Plan (the "2004 Plan"), including the 2003 Agreement was deemed approved by the Department of Environmental Protection of the Commonwealth of Pennsylvania; and



WHEREAS, on October 19, 2005, the Substantial 2005 Plan Revision of the Dauphin County Solid Waste Management Plan (the "2005 Plan") was approved by the Department of Environmental Protection of the Commonwealth of Pennsylvania; and

WHEREAS, the Designated RMW Facility needed and began a substantial renovation and retrofit in order to fulfill the 2003 Agreement; and

WHEREAS, under Section 10.2 of the 2005 Plan the County has the duty to "monitor assured capacity" for Regulated Waste processing and disposal at the Designated RMW Facility, and accordingly, the County monitored the efforts to renovate and retrofit the Designated RMW Facility; and

WHEREAS, severe problems developed in the renovation and retrofit of the Designated RMW Facility and the County provided a guarantee of a portion of the retrofit bonds issued to finance the completion of the retrofit to project; and

WHEREAS, the original retrofit contractor proved unable to complete the task for the agreed cost; however, the retrofit project was ultimately completed by another contractor at great additional cost; and

WHEREAS, the increased level of retrofit debt upon the Designated RMW Facility made it impossible for the Designated RMW Facility to provide capacity assurance and long term fixed disposal prices; and

WHEREAS, the City of Harrisburg and the County, as guarantors of the retrofit bonds, were left with obligations to repay unsupportable levels of debt upon the Designated RMW Facility, which caused enormous financial difficulties for the City of Harrisburg, and to a lesser extent the County; and

WHEREAS, the Receiver for the City of Harrisburg (the "Receiver") and The Harrisburg Authority ("THA") engaged in a lengthy fair, open and competitive process to engage in a transaction to allow the Designated RMW Facility to assure capacity at fixed disposal prices, such potential transaction not being limited to a change in ownership, but also considering other methods of obtaining capital, such as leases or operating agreements; and

WHEREAS, as a result of these actions, on February 2, 2012, the Receiver and THA issued a Request for Qualifications for a Strategic Transaction for the Designated RMW Facility; on March 5, 2012, five entities submitted Statements of Qualification; on March 20, 2012, four of the five were deemed qualified to respond; and three of the four qualified respondents submitted proposals; and

WHEREAS, the County closely monitored the proposal process; and

WHEREAS, the result of that process was the determination by the County, THA and the Receiver that a public entity within Pennsylvania could best pay a price approaching the replacement value of the Designated RMW Facility and that LCSWMA, an experienced and financially strong adjacent solid waste authority, was the best choice to provide maximum benefit to the City of Harrisburg and Dauphin County and obtain a fair sale price for the Designated RMW Facility, and accordingly the proposal of LCSWMA was selected; and

WHEREAS, the Recovery Plan of the Receiver will provide for THA to sell to LCSWMA the Designated RMW Facility free of all existing debt; and

WHEREAS, after the purchase by LCSWMA, Dauphin County will continue to direct all Regulated Municipal Waste to the Designated RMW Facility under Dauphin County's Municipal Waste Management Ordinance; 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, LCSWMA was established for the purpose of providing, and in the past has provided, the specialized knowledge, technical competence and administrative expertise for the effective, efficient, reliable and environmentally safe processing, combustion and disposal of Municipal Waste;

WHEREAS, the County has prepared (as a nonsubstantial revision to the 2005 Plan) the Dauphin County Municipal Waste Management Plan of 2013 (the "2013 Plan"); and

WHEREAS, the 2013 Plan provides that LCSWMA will assume and fulfill all of the County's rights, duties and obligations under Act 101 to "insure the availability of adequate permitted processing and disposal capacity for the municipal waste which is generated within its' boundaries" as required by Section 303(a) of Act 101; and

WHEREAS, the 2013 Plan will be effected and carried forth by (a) adopting the amended Dauphin County Municipal Waste Management Ordinance ("Amended Municipal Waste Management Ordinance") and (b) entering into this Delegation and Assumption of Capacity Assurance Responsibilities Agreement with LCSWMA; and

WHEREAS, the County will adopt and approve the Amended County Municipal Waste Management Ordinance approving the 2013 Plan (the "Ordinance");

NOW, THEREFORE, the County and LCSWMA, intending this to be a sealed instrument which is legally binding upon themselves and their respective successors and assigns, agree as follows:

Section 1. Definitions.

- (a) "Act 101". The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101, as now or hereafter amended.
- (b) "Amended Municipal Waste Management Ordinance" or "Ordinance" shall mean the ordinance to be amended by the County substantially in the form attached as Exhibit A to this Agreement.
- (c) "Acquisition Date". The date LCSWMA purchases the Designated RMW Facility from THA.
- (d) "County". The County of Dauphin, Pennsylvania.
- (e) "Designated RMW Facility". The mass burn, waste processing, steam and electric generation and ash disposal facility and solid waste transfer station located in the City of Harrisburg and Township of Swatara, County of Dauphin, Commonwealth of Pennsylvania, with an address of 1670 South 19<sup>th</sup> Street, known as the Harrisburg Materials and Energy Resource Recovery Facility, and which will be known under LCSWMA ownership as the Susquehanna Resource Management Complex.
- (f) "LCSWMA". The Lancaster County Solid Waste Management Authority, a municipal authority organized and existing under the Municipality Authorities Act of 1945, as amended.
- (g) "Municipality". A municipality within the County.
- (h) "2013 Plan". The 2013 Dauphin County Municipal Waste Management Plan, as now or hereafter amended.
- (i) "Recycling". The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be

disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the creation of energy.

(j) “Regulated C&D Waste”. Construction and demolition waste not suitable for processing in a mass burn facility.

(k) “Regulated Waste”. Regulated Municipal Waste and Regulated C&D Waste.

(l) “Regulated Municipal Waste”. Any solid waste generated or collected within the County which is garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities and any sludge not meeting the definition of residual or hazardous waste under Act 97 from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include Source Separated Recyclable Materials or C & D Waste.

(m) “Source Separated Recyclable Materials”. Materials that (i) are separated from Regulated Waste at the point of origin in accordance with the 2013 Plan and (ii) are recycled.

(n) “SRMC Rules and Regulations”. The rules and regulations adopted and revised from time to time by LCSWMA regarding acceptance of Regulated Waste to the Designated RMW Facility and related matters.

(o) “LCSWMA System”. The municipal waste processing, combustion and disposal system, and every aspect thereof, owned or operated by or on behalf of

LCSWMA in implementation of the 2013 Plan, including without limitation, equipment, transfer stations, resource recovery facilities, landfills and the like.

Section 2. County Agreement to Adopt 2013 Plan.

(a) The County shall adopt the 2013 Plan. Under Section 502(h) of Act 101, the 2013 Plan will identify LCSWMA as the governmental entity responsible to insure the availability of adequate permitted processing and disposal capacity for Regulated Municipal Waste as required by Act 101, Section 303(a).

(b) During the term of this Agreement the County will not amend, revise, repeal, change or otherwise alter the 2013 Plan with respect to matters delegated to LCSWMA under this Agreement without the prior written consent of LCSWMA.

Section 3. County and LCSWMA Agreement Concerning Approval of 2013 Plan.

The County and LCSWMA shall use their best efforts to obtain approval of the 2013 Plan by the Department of Environmental Protection of the Commonwealth of Pennsylvania.

Section 4. County Agreement to Amend, Maintain and Enforce Ordinance.

(a) The County shall amend the existing Dauphin County Municipal Waste Management Ordinance, substantially in accordance with Exhibit A to this Agreement, which Ordinance shall provide that all Regulated Municipal Waste is to be delivered to the Designated RMW Facility and that LCSWMA is authorized to issue SRMC Rules and Regulations concerning acceptance of Regulated Municipal Waste and related matters.

(b) During the term of this Agreement, the County shall not amend, revise, repeal, change or otherwise alter the Amended Municipal Waste Management Ordinance

with respect to matters delegated to LCSWMA under this Agreement without the prior written consent of LCSWMA.

(c) During the term of this Agreement, the County shall enforce the Amended Municipal Waste Management Ordinance on behalf of itself and on behalf of LCSWMA,

Section 5. Delegation of Powers and Duties and Assumption of Responsibility by LCSWMA. Beginning on the Acquisition Date:

(a) The County hereby delegates to LCSWMA all rights, duties and obligations of the County under Act 101 to insure the availability of adequate permitted processing and disposal capacity for Regulated Municipal Waste as required by Act 101, Section 303(a), and for implementation of the 2013 Plan with respect to insuring the availability of adequate permitted processing and disposal capacity for Regulated Municipal Waste.

(b) LCSWMA hereby assumes and agrees to fulfill and carry forth all of the County's rights, duties and obligations under Act 101 to insure the availability of adequate permitted processing and disposal capacity for Regulated Municipal Waste as required by Act 101, Section 303(a), and for implementation of the 2013 Plan with respect to insuring the availability of adequate permitted processing and disposal capacity for Regulated Municipal Waste.

(c) In connection with LCSWMA's obligations under this Agreement:

(i) LCSWMA shall take all such actions and shall exercise all such powers as are necessary or appropriate to acquire, own, operate and manage the Designated RMW Facility as contemplated and required under the Amended Municipal Waste Management Ordinance and the 2013 Plan.

(ii) LCSWMA shall, from time to time, establish and charge such fees as shall be reasonable and adequate to ensure the safe, reliable, efficient, and effective acquisition, financing, operation and management of the LCSWMA System, not to exceed the fees to which the County agrees in writing.

(iii) Other than the specific delegation set forth above, the County will retain full rights and responsibilities for municipal waste management, planning and reporting, and implementing the County Plan, including but not limited to all responsibilities concerning Recycling, Source Separated Recyclable Materials and Regulated C & D Waste.

Section 6. Additional Covenants.

(a) The County and LCSWMA shall in good faith during the term of this Agreement take all such actions as may be necessary or appropriate to carry out the purposes of this Agreement.

(b) The County and LCSWMA shall enter into a Cooperation Agreement (the "Cooperation Agreement") to assist LCSWMA's financing of the acquisition of Designated RMW Facility and to grant the County the option to acquire the Designated RMW Facility from LCSWMA under certain circumstances.

(c) LCSWMA and the County shall use their best efforts to cause the acquisition of the Designated RMW Facility by LCSWMA, but if such acquisition does not occur by December 31, 2013, then this Agreement shall be null and void.

(d) If and to the extent that LCSWMA is determined by a court of competent jurisdiction not to be authorized to carry out any function or duty required by this Agreement, the responsibility to perform such function or duty shall devolve upon the County.



Section 7. Representations and Warranties. The County and LCSWMA represent and warrant that:

(a) Each has all requisite power and authority to enter into this Agreement, to engage in the transactions contemplated by this Agreement and to perform their respective obligations under this Agreement in accordance with the terms of this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary action, and the undersigned officers of the County and LCSWMA have been empowered by all necessary action to execute and to deliver this Agreement.

(c) This Agreement constitutes a valid obligation, legally binding upon the County and LCSWMA and enforceable against them in accordance with the terms of this Agreement and in the manner in which valid contractual obligations are enforced generally.

Section 8. Term. This Agreement shall be for a term (a) beginning on the later of the Acquisition Date, or the date the 2013 Plan is deemed to be approved by the Pennsylvania Department of Environmental Protection, and (b) ending on December 31, 2033, unless extended pursuant to the Cooperation Agreement.

Section 9. Assignability. LCSWMA or the County may assign or pledge this Agreement in relation to the financing of the LCSWMA System, but no other assignment of this Agreement shall be authorized or permitted without the prior written consent of the non-assigning party.

Section 10. Waiver Not to Be Construed. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition of the Agreement. Failure of either party to insist in any one or more instances upon strict performance of any of the terms, covenants, agreements or conditions of this Agreement shall not be considered a waiver or relinquishment of any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

Section 11. Amendments. This Agreement shall not be modified or amended except by written instrument duly executed on behalf of the County and LCSWMA.

Section 12. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remainder of this Agreement; and this Agreement shall be construed and enforced consistent with its express purposes as if such invalid or unenforceable provision had not been contained in this Agreement.

Section 13. Duplicate Originals. This Agreement may be executed in counterparts, each of which shall be regarded for all purposes as a duplicate original.

Section 14. Indemnification. The County shall protect, indemnify and hold LCSWMA harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, expenses, suits, or attorneys fees and shall defend LCSWMA in any suit, including appeals, arising out of events or activities occurring in connection with this Agreement and which are caused by acts or omissions of the County. LCSWMA shall protect, indemnify and hold the County harmless from and against liabilities, actions, damages, claims, demands, judgments, losses, expenses, suits or attorneys fees and shall defend the County in any suit arising out of events or activities occurring in connection with this Agreement and which are

caused by acts or omissions of LCSWMA. These indemnification provisions are for the protection of the parties only and shall not establish any rights or liabilities in any other persons.

Section 15. Notices. All notices required under this Agreement shall be in writing and sent by certified or registered mail return receipt requested addressed as follows:

If to the County, to:

Dauphin County Board of Commissioners  
County Administrative Building  
2 South Second Street  
Harrisburg, PA 17101

with copies to:

Dauphin County Solicitor  
County Administrative Building  
2 South Second Street  
Harrisburg,, PA 17101 and

If to LCSWMA, to:

Lancaster County Solid Waste Management Authority  
1299 Harrisburg Pike  
Lancaster, PA 17603

With copies to:

Alexander Henderson, III  
Hartman Underhill & Brubaker, LLC  
221 East Chestnut Street  
Lancaster, PA 17602

IN WITNESS WHEREOF, the County and LCSWMA have duly executed and delivered this Agreement.

Dated: 10/23/13

COUNTY OF DALPHIN

By: [Signature]  
Chairman

By: [Signature]

By: [Signature]

Attest:

[Signature]  
Deputy Chief Clerk

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

Dated: \_\_\_\_\_

By: [Signature]  
Karen M. Weibel, Chairman

Attest: [Signature]  
Barbara B. Hammel, Secretary

ORDINANCE NO. \_\_\_\_\_

DAUPHIN COUNTY

MUNICIPAL WASTE MANAGEMENT ORDINANCE

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DAUPHIN, PENNSYLVANIA, RESCINDING ORDINANCE 5-2005, AUTHORIZING AND APPROVING THE COUNTY'S MUNICIPAL SOLID WASTE MANAGEMENT PLAN AS REQUIRED BY ACT 101, PROVIDING FOR THE COMPREHENSIVE MANAGEMENT, INCLUDING THE PROCESSING, DISPOSAL AND RECYCLING OF MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE GENERATED IN THE COUNTY, AND AUTHORIZING AN ASSURED MUNICIPAL WASTE CAPACITY AGREEMENT BETWEEN THE COUNTY AND THE LANCASTER SOLID WASTE MANAGEMENT AUTHORITY.**

**WHEREAS**, the County of Dauphin, Pennsylvania (the "County"), is a county of the Commonwealth of Pennsylvania; and

**WHEREAS**, on June 27, 2003, the County issued a Request for Proposals (the "2003 RFP") for long-term municipal waste disposal capacity sufficient to dispose of all Regulated Municipal Waste in the County; and

**WHEREAS**, following all procedures, notice, and comments required by Act 101 (53 P.S. § 4000.1 *et seq.*), the County awarded the disposal contract to The Harrisburg Authority ("THA") for use of the Harrisburg Resource Recovery Facility (the "HRRF") for the disposal of all Regulated Municipal Waste; and

**WHEREAS**, in 2004 the County submitted to the Pennsylvania Department of Environmental Protection ("Department") its 2004 Non-substantial Plan Revision of its Waste Management Plan which designated the HRRF as the Designated Facility for the disposal of Regulated Municipal Waste; and

**WHEREAS**, as of July 17, 2004, the 2004 Non-substantial Plan Revision was approved by operation of law; and

**WHEREAS**, the 2004 Non-substantial Plan Revision to its Waste Management Plan provided for the designation of Facilities for the processing and disposal of Bypass Waste; and

**WHEREAS**, on September 27, 2005, after completion of all required procedures, public notice and comment required by Act 101, the County submitted its 2005 Substantial Plan Revision of its Waste Management Plan to the Department which provided for capacity assurance for Construction and Demolition Waste ("C&D Waste") such that C&D Waste would be a "Regulated Waste" of the County; and

**WHEREAS**, on October 19, 2005 the Department approved the 2005 Substantial Plan Revision of its Waste Management Plan; and

**WHEREAS**, on November 2, 2005 the County adopted Ordinance No. 5-2005 adopting the 2005 Substantial Plan Revision and authorizing the implementation and enforcement of the 2005 Substantial Plan Revision to its Waste Management Pan; and

**WHEREAS**, the Lancaster County Solid Waste Management Authority (LCSWMA) is a public body organized and existing under the laws of the Commonwealth of Pennsylvania; and

**WHEREAS**, the LCSWMA has, pursuant to an open and public process, overseen by the Receiver for the City of Harrisburg and THA, and closely monitored by the County, proposed to enter into an agreement with THA to purchase the HRRF; and

**WHEREAS**, the County intends that the HRRF remain the Designated Facility for the processing, transfer, and disposal of County Regulated Municipal Waste (the "Designated RMW Facility") as set forth in the 2004 Non-substantial Plan Revision and the 2005 Substantial Plan Revision of its Waste Management Plan; and

**WHEREAS**, LCSWMA also owns the Lancaster Resource Recovery Facility and the Frey Farm Landfill, both of which have been designated Bypass Facilities by the County pursuant to the Plan and Ordinance No. 5-2005; and

**WHEREAS**, in accordance with the determination of the benefit to the public of the use of a publicly-owned Facility for the processing and disposal of Regulated Municipal Waste, the County desires to continue to designate a publicly owned Facility as the Designated RMW Facility for the processing and disposal of Regulated Municipal Waste as set forth in the 2005 Substantial Plan Revision of its Waste Management Plan; and

**WHEREAS**, the facilities owned and/or to be owned by the LCSWMA, including the Lancaster Resource Recovery Facility, the Frey Farm Landfill, and the HRRF, are and will each be a publicly owned waste processing, transfer, and disposal Facility; and

**WHEREAS**, in order to provide for the administration and operation of the Facility owned, or to be owned, by the LCSWMA within the County, it is necessary and desirable to enter into an agreement with LCSWMA for use of this Facility for the processing and disposal of Regulated Municipal Waste; and

**WHEREAS**, written agreements between a county and other persons for municipal waste planning and implementation of a county-approved Waste Management Plan are explicitly authorized by Section 303(d) of Act 101 (53 P.S. § 4000.303(d)); and

**WHEREAS**, the County has determined that it is in the best interests of the citizens of the County, and consistent with the 2005 Substantial Plan Revision of its Waste Management Plan, to enter into an agreement with LCSWMA in which LCSWMA will be authorized to provide for the processing, transfer, and disposal of Regulated Municipal Waste at the HRRF and other solid waste Facilities owned by the LCSWMA to submit to the Department a 2013 Non-

substantial Plan Revision to the County's Waste Management Plan to update waste generation data and to provide a ten year projection of waste disposal needs within the County;

**NOW, THEREFORE**, it is hereby enacted and ordained by the County of Dauphin as follows:

**Section 1. Definitions.**

The following terms when capitalized shall have the meanings set forth below when used in this Ordinance:

**"Act 101"** The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101, as now or hereafter amended.

**"Commissioners"** The Board of Commissioners of the County of Dauphin, Commonwealth of Pennsylvania.

**"C&D Waste"** Construction and Demolition Waste defined in 25 Pa. Code §271.1 as solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete. The term does not include the following if they are separate from other waste and are used as clean fill:

(i) Uncontaminated soil, rock, stone, gravel, brick and block, concrete and used asphalt.

(ii) Waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

**"Construction and Demolition Waste Processing/Disposal Agreement(s)"** The Agreements between the County and those Facilities designated by the County to process and/or dispose of Regulated C&D Waste.

**"County"** The County of Dauphin, Commonwealth of Pennsylvania.

**"County Rules and Regulations"** The rules and regulations of the County regarding the collection, storage, transportation and disposal of Solid Waste as adopted and revised from time to time by the County.

**"Delegation and Assumption of Capacity Assurance Responsibilities Agreement,"** or **"Delegation Agreement"** The agreement entered into by and between the County and the



LCSWMA which provides for the disposal of Regulated Municipal Waste by the LCSWMA Facilities.

“DEP” or “Department” The Commonwealth of Pennsylvania, Department of Environmental Protection.

“Designated Facility” Any facility or site identified pursuant to this Ordinance as a location to which County residents, businesses or institutions shall deliver Regulated Waste for storage, transfer, processing or disposal.

“Designated RMW Facility” The HRRF, and upon acquisition by LCSWMA the SRMC, which is the Designated Facility for the processing, disposal and transfer of Regulated Municipal Waste.

“Disposal Agreement” The September 23, 2003 Municipal Waste Combustion Processing/Disposal Agreement between the County and THA.

“Facility” or “Facilities” Any one or more solid waste storage, collection, transfer, processing or disposal facility site or land, structures and other appurtenances or improvements where Municipal Waste disposal, processing or beneficial use is permitted or takes place.

“Harrisburg” The City of Harrisburg, County of Dauphin, Commonwealth of Pennsylvania.

“Harrisburg Resource Recovery Facility” or “HRRF” The Harrisburg Materials Energy Recycling and Resource Recovery Facility, a waste-to-energy Municipal Waste processing and disposal Facility and associated landfill, transfer station and other facilities owned by THA. When acquired by LCSWMA, the HRRF will be known as the Susquehanna Resource Management Complex (“SRMC”).

“Haulers” Persons engaged in the collection, storage or transport of Municipal Waste or Source Separated Recyclable Materials or Solid Waste.

“Lancaster County Solid Waste Management Authority” or “LCSWMA” The municipality authority created and existing under the laws of the Commonwealth of Pennsylvania.

“LCSWMA Rules and Regulations” or “SRMC Rules and Regulations” The rules and regulations of LCSWMA regarding Regulated Municipal Waste and the Designated RMW Facility as adopted and revised from time to time by LCSWMA.

“LCSWMA System” The Facilities owned by LCSWMA used or useful for the processing and disposal of Regulated Waste including, but not limited to the SRMC, the

Lancaster Resource Recovery Facility, and the Frey Farm Landfill and appurtenant facilities, equipment, and vehicles

“Municipalities” Any one or more Municipalities, as the context may indicate, located within the County.

“Municipal Waste” Any garbage, refuse, industrial lunchroom or office Waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities and any sludge not meeting the definition of Residual Waste or Hazardous Waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include Source-Separated Recyclable Materials, or Hazardous Waste or Residual Waste. The term includes materials which could be recycled at the source, but are not.

“Person” Any individual, firm, partnership, corporation, association, institution, cooperative enterprise, Municipality, municipal authority, governmental entity or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. The term “Person” shall include the officers and directors of any corporation or other legal entity having officers and directors.

“Plan” The Dauphin County Municipal Waste Management Plan, as now or hereafter amended.

“Registration or Registered” The registration by the County or LCSWMA of Haulers and vehicles used by Haulers for purposes of identification and to ensure that all Haulers transporting Solid Waste within the County comply with all applicable laws and regulations. Registration shall not be deemed to be the issuance of a license to operate.

“Regulated C&D Waste” Construction and Demolition Waste generated within the County and regulated by the County pursuant to the County’s Rules and Regulations.

“Regulated Municipal Waste” Municipal Waste generated within the County and regulated by the County pursuant to this Ordinance, the LCSWMA Rules and Regulations, and the County Rules and Regulations, provided that Municipal Waste generated within Swatara Township and Highspire Borough shall not be deemed to be Regulated Municipal Waste until the expiration of the initial term of their pre-existing contracts, on May 22, 2016 and May 21, 2016 respectively, and thereafter such Municipal Waste shall be Regulated Municipal Waste.

“Regulated Waste” Municipal Waste and C&D Waste generated within the County.

“Solid Waste” Waste generated within the County, including the following Wastes if generated within the County: Municipal Waste, Residual Waste, Sewage Sludge,

Infectious/Chemotherapeutic Waste, Resource Recovery Ash Residue, Source Separated Recyclable Materials, Leaf Waste as defined in Act 101, Municipal Solid Waste, Special Handling Municipal Solid Waste, Unacceptable Waste, Hazardous Waste, and all non-liquid Waste.

“Solid Waste Management System or System” The system by which the County manages the processing and disposal of Waste generated in the County pursuant to the Plan, including without limitation, equipment, vehicles, offices, staff, municipal waste combustors, landfills and the like.

“SRMC Rules and Regulations” The LCSWMA Rules and Regulations governing the use of the LCSWMA System.

## **Section 2. Approval of Delegation and Assumption of Capacity Assurance Responsibilities Agreement**

The Board of Commissioners of Dauphin County hereby authorizes and approves the entry into the Delegation and Assumption of Capacity Assurance Responsibilities Agreement by and between the County and LCSWMA, as appended hereto as Appendix “A.”

## **Section 3. Designation of Facilities**

(a) The HRRF, which upon acquisition by LCSWMA shall be called the SRMC, shall be the Designated RMW Facility for the processing and disposal of all Regulated Municipal Waste.

(b) Such Facilities as shall be selected by the County pursuant to the County Rules and Regulations shall be the Designated Facilities for the processing and disposal of all Regulated C&D Waste.

## **Section 4. Waste Processing and Disposal.**

(a) All Regulated Municipal Waste generated in the County shall be collected and delivered to the Designated RMW Facility for processing and disposal.

(b) All Regulated C&D Waste generated in the County shall be collected and delivered to those Designated Facilities approved for C&D Waste transfer, processing, and disposal.

**Section 5. Regulation of Waste Haulers**

(a) No Person shall transport Regulated Waste generated within the County without a license or authorization issued by the Department under the Waste Transportation Safety Act (27 Pa.C.S. Chapter 62) if the vehicle is required to obtain a license or authorization by that statute.

(b) All Haulers or other Persons who transport Regulated Municipal Waste shall register with the LCSWMA following the procedures set forth in the LCSWMA Rules and Regulations.

(c) All Haulers or Persons who transport Regulated C&D Waste shall register with the County following the procedures set forth in the County Rules and Regulations.

(d) No Person who generates, owns or possesses Regulated Waste generated within the County shall, by contract for collection services or otherwise, cause, permit or assist in the storage, collection, or transportation of any Regulated Waste generated within the County by any Person who does not hold a Department-issued License (if so required) or who is not Registered with the LCSWMA or the County, as appropriate.

(e) No Person shall use, or cause, permit or assist in the use of, any vehicle or transportable container for storage, collection or transportation within the County of any Regulated Waste unless such vehicle or transportable container displays a proof of Registration, if registration is required by the County or LCSWMA.

(f) Notwithstanding the provisions of Paragraphs (a), (b), (c), (d) and (e) above, a Person may, without Registration, store or transport to a Designated Facility, Regulated Waste which was generated at such Person's residence or as otherwise may be allowed by the SRMC Rules and Regulations or County Rules and Regulations.

(g) All Persons who store, collect, or transport Regulated Waste generated within the County shall comply with the Rules and Regulations applicable to such activity as established by the LCSWMA and the County. Violation of the County Rules and Regulations or SRMC Rules and Regulations shall be a violation of this Ordinance and subject to such penalties as may be provided by law.

**Section 6. Rules and Regulations.**

(a) In order to carry out the power and duty to implement the Plan and this Ordinance, the County shall adopt and the County Department of Solid Waste Management and Recycling, or such other County official as may be directed by the Commissioners, shall implement and enforce the County Rules and Regulations as if such County Rules and

Regulations were set forth in full in this Ordinance. The County may amend such County Rules and Regulations from time to time as deemed necessary and such amended County Rules and Regulations shall be equally enforceable under this Ordinance.

(b) County Rules and Regulations:

(i) May specify such requirements for the storage, handling, processing, transportation, or disposal of Regulated Waste as are deemed necessary or convenient for the protection of public health and safety and the efficient, effective, reliable and safe operation of the System;

(ii) May govern the Registration of Haulers, including the process for application for Registration and issuance, administration and revocation of Registration, Registration display requirements, equipment and vehicle requirements, and any other matters deemed necessary or convenient by the County for the protection of public health and safety and the efficient, effective, reliable and safe operation of the System; and

(iii) Shall ensure the efficient, effective, reliable and safe operation of the System. Subject to any written agreements between the County and Facilities, the County Rules and Regulations may, among other things, impose recordkeeping, reporting, or other requirements on Designated Facilities, Haulers, or other Persons in order to ensure compliance with all applicable laws and regulations..

(c) SRMC Rules and Regulations;

In order to carry forth the power and duty to implement the Plan and this Ordinance, LCSWMA shall adopt the SRMC Rules and Regulations. The SRMC Rules and Regulations:

(i) Shall be established by LCSWMA to regulate the use of the SRMC and the LCSWMA Facilities, including without limitation the regulation and Registration of Haulers and any other Persons who deliver Regulated Waste to the SRMC and the LCSWMA Facilities;

(ii) Shall be deemed to be rules and regulations issued under the authority of the County and shall be enforceable by the County to the same extent as the County Rules and Regulations; and

(iii) Shall be enforceable by the County and LCSWMA, and the County hereby delegates to LCSWMA its rights, powers and authority and authorizes LCSWMA to act in the name of the County to enforce the provisions of the SRMC Rules and Regulations as if such Rules and Regulations were set forth in full in this Ordinance.

**Section 7. Existing Contracts.**

(a) Nothing in this Ordinance shall be construed to impair the obligations of any existing contract for the disposal of municipal solid waste, nor the effectiveness of existing municipal ordinances adopted to implement such existing contract prior to November 2, 2005.

(b) No renewal or modification of any existing contract, and no new contract for the processing or disposal of Regulated Waste shall be entered into after the initial effective date of the County's Municipal Waste Management Ordinance, which was November 2, 2005, unless such renewal or modification or new contract shall conform to the requirements of the Plan, this Ordinance and all County Rules and Regulations. Nothing in this Ordinance shall be deemed to prevent the City of Harrisburg from entering into a contract with LCSWMA for processing, transfer or disposal of Regulated Municipal Waste at the SRMC.

**Section 8. No Additional Facilities.**

No additional resource recovery or landfill Facility, other than the HRRF, which shall be known as the SRMC upon its acquisition by LCSWMA, shall be sited within the County unless such Facility is provided for in the Plan or otherwise complies with all applicable provisions of Section 507(a)(2) of Act 101 and all other applicable federal, state and local laws and regulations.

**Section 9. Unlawful Activity.**

It shall be unlawful for any Person to violate, or cause or permit or assist in the violation of, any provision of this Ordinance or of any provision of County Rules and Regulations or LCSWMA Rules and Regulations. All unlawful conduct shall also constitute a public nuisance.

**Section 10. Penalties.**

(a) Summary Offense. Any Person violating any provision of this Ordinance, or any provision of the County Rules and Regulations or of the LCSWMA Rules and Regulations, shall, upon conviction thereof in a summary proceeding, be sentenced for each violation to pay a fine of not more than \$1,000 and the costs of prosecution and restitution, if any, in default of the payment of such fine and costs, to undergo imprisonment for not more than ten days. Each violation of any provision of this Ordinance or of any provision of the County Rules and Regulations or of the SRMC Rules and Regulations, and each day that such a violation shall exist, shall constitute a separate violation and offense.

(b) Administrative Penalty. Any Person who shall violate any provision of this Ordinance, or any provision of the County Rules and Regulations or of the SRMC Rules and

Regulations, shall be subject to an Administrative Penalty of not more than \$1,000 per violation. Persons subject to an Administrative Penalty shall be advised of the pending assessment and afforded a reasonable opportunity to question the proposed Penalty before the Commissioners before such penalty shall become effective. The County Rules and Regulations may establish a procedure for the assessment of Administrative penalties and the appeal therefrom.

**Section 11. Injunctive Relief.**

In addition to any other remedy provided in this Ordinance, the County may institute proceedings to restrain any violation of, or to require compliance with, this Ordinance, the Plan and/or the County Rules and Regulations.

**Section 12. Concurrent Remedies.**

The penalties and remedies set forth in this Ordinance are in addition to, not in lieu of, any fines, penalties or remedies provided by federal, state and local laws and regulations. The existence or exercise of any remedy shall not prevent the County from exercising any other remedy provided under this Ordinance or otherwise available at law or equity.

**Section 13. Severability.**

The provisions of this Ordinance are severable. If any provisions of this Ordinance or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision or application of this Ordinance.

**Section 14 Rescission**

The Municipal Waste Management Ordinance, Ordinance 5-2005, enacted November 2, 2005, is hereby rescinded in its entirety and replaced by this Ordinance upon the Effective Date of this Ordinance.

**Section 15. Effective Date.**

This Ordinance shall become effective immediately, unless the 2013 Non-substantial Plan Revision has not been approved by the Department, in which case, it shall become effective on the earlier of the date of approval of the 2013 Non-substantial Plan Revision, or the date on which the 2013 Non-substantial Plan Revision is deemed to be approved by the Department.

ENACTED AND ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by the  
Board of Commissioners of the County of Dauphin.

**COUNTY OF DAUPHIN  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Chief Clerk



## **Appendix L**

### **City of Harrisburg Municipal Solid Waste Processing Agreement**

ASSIGNMENT, AMENDMENT AND RESTATEMENT OF  
MUNICIPAL WASTE DISPOSAL AGREEMENT

Between

CITY OF HARRISBURG

and

LANCASTER COUNTY  
SOLID WASTE MANAGEMENT AUTHORITY

Dated as of August \_\_, 2013

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**ASSIGNMENT, AMENDMENT AND RESTATEMENT OF  
MUNICIPAL WASTE DISPOSAL AGREEMENT**

THIS ASSIGNMENT, AMENDMENT, AND RESTATEMENT OF MUNICIPAL WASTE DISPOSAL AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_ day of August, 2013, by and between the City of Harrisburg (the "City"), a Third Class City of the Commonwealth of Pennsylvania, and the Lancaster County Solid Waste Management Authority ("LCSWMA"), a municipal authority incorporated under the Authorities Act.

Background. The Harrisburg Materials Energy and Resource Recovery Facility (the "HMERRF" or "SRMC") is a solid waste acceptance, transfer and processing, steam and electric generation and ash disposal facility located at 1670 South 19th Street, Harrisburg, Pennsylvania, in the City of Harrisburg and Township of Swatara. The HMERRF was originally constructed, owned and operated by the City. The City sold the HMERRF to The Harrisburg Authority ("THA"), a municipal authority incorporated by the City under Authorities Act. THA owns the HMERRF as well as a sewer and water system serving the City and surrounding municipalities. THA is in financial distress due in part to high levels of debt upon the HMERRF (the "HMERRF Debt"). Most of the HMERRF Debt has been guaranteed by the City. In part due to the HMERRF Debt, a Receiver for the City (the "Receiver") has been appointed and is in the process of obtaining Court approval of a recovery plan for the City (the "Recovery Plan").

The HMERRF provides waste processing and disposal services to the City and others. On December 1, 1993, the City entered into a Municipal Solid Waste Disposal Agreement with THA, which was subsequently amended on June 4, 2003 to extend the term to 2036 and amended again on January 1, 2007 (as amended, the "THA Agreement"). The current City Regulated Municipal Waste Tipping Fee under the THA Agreement is Two Hundred Dollars (\$200.00) per Ton.

In order to provide efficient and effective municipal solid waste disposal services for the residents and businesses of the City, the HMERRF should be acquired and operated by LCSWMA (the "Acquisition"). The Acquisition and the other actions contemplated by the Recovery Plan will greatly contribute to the retirement in HMERRF Debt in excess of Three Hundred and Thirty Million Dollars (\$330,000,000) and to the return of the City to a sound financial footing.

In order for the Acquisition to generate a purchase price to THA sufficient to retire a significant portion of the HMERRF Debt and enable a successful Recovery Plan, it is necessary for, among other things, all certain solid waste generated within the City to be delivered, processed and disposed by LCSWMA under the long term rates as set forth in this Agreement. Without long term contracts the HMERRF has a very limited value. LCSWMA would not close under the Asset Purchase Agreement with THA at the Acquisition price stated in the Asset Purchase Agreement without the City's execution of this Agreement. Upon Acquisition, the HMERRF will be known as the Susquehanna Resource Management Complex.

Upon the Commencement Date, THA will assign the THA Agreement to LCSWMA, this Agreement will be an Amended and Restated THA Agreement, and THA will have no further responsibility under the THA Agreement. The City will collect, directly or indirectly, all City

Regulated Municipal Waste and arrange for its delivery to the SRMC. At present, the City collects certain City Regulated Municipal Waste and certain commercial City Regulated Municipal Waste is collected by private haulers under contract with the generators. The City has issued a request for proposals for a contract (a "Collection Contract") with a private Hauler or Haulers to collect and deliver to the R certain residential City Regulated Municipal Waste on behalf of the City. At this time, it is not known whether or not the City will enter into a Collection Contract or whether the City will continue to collect residential City Regulated Municipal Waste with the City's own forces.

This Agreement is intended to set forth the terms and conditions under which under which the SRMC will continue to accept, process and dispose of all City Regulated Municipal Waste delivered to the SRMC and under which the City, or its designated agent, will pay to LCSWMA certain Tipping Fees for City Regulated Waste delivered by the City and certain Shortfall Fees if receipts from City Regulated Municipal Waste fall below that which should be received by delivery of the Base Tonnage.

Capitalized terms used in this Agreement shall be defined as set forth in Article XI of this Agreement.

NOW, THEREFORE, with the foregoing background incorporated by reference and in consideration of the mutual obligations undertaken in this Agreement, and in consideration of LCSWMA entering into the Asset Purchase Agreement, the City and LCSWMA agree as follows:

## **ARTICLE I**

### **TERM**

Section 1.01 Commencement Date. Delivery and acceptance of waste under this Agreement shall commence on the date LCSWMA closes upon the Acquisition (the "Commencement Date"), which is expected to be on or about October 16, 2013, and shall continue until the twentieth (20<sup>th</sup>) anniversary of the Commencement Date (the "End Date") unless terminated early pursuant to this Agreement. If the conditions precedent set forth in Article II are not met on or before October 16, 2013, and neither party has terminated this Agreement pursuant to Section 1.03, the Commencement Date shall be the date LCSWMA closes upon the Acquisition.

Section 1.02 Termination before Commencement. If the Acquisition and the Commencement Date have not occurred on or before December 31, 2013, then, if all of the conditions precedent set forth in the following Article II are not satisfied or are not waived by the Party whose obligations are conditioned thereon, then either Party may, by notice in writing to the other Party, terminate this Agreement as of the date of such notice. Nothing in this Section 1.02 shall be deemed to relieve the Parties of their obligations pursuant to Article II, including but not limited to Section 2.04(b).

Section 1.03 Termination after Commencement. On and after the Acquisition and the Commencement Date, the City may terminate this Agreement at any time upon one hundred and

eighty (180) days prior written notice to LCSWMA, provided that the notice of termination is accompanied by the Termination Fee.

Section 1.04 Termination Fee. In consideration of LCSWMA entering into the Asset Purchase Agreement and completing the Acquisition, in the event that, after the Commencement Date, this Agreement terminates for any reason other than by written notice of termination without cause by LCSWMA, or by termination by the City under Article IX by written notice after an uncured Event of Default of LCSWMA, then, in such event, the City shall pay, on or before earlier of the date the City gives notice of termination or the date of termination (the "Termination Date"), a dollar amount (the "Termination Fee") which is equal to the net present value, using a discount rate of three percent (3%), of a daily cash flow stream calculated as follows:

(95.9 for each day between the Termination Date and the End Date inclusive)

times

(the Tipping Fee in dollars applicable to such day minus \$21.00).

Section 1.05 Extension of Term. As part of the Acquisition, in order to enable certain subordinated debt to be issued by LCSWMA to repay more of the SRMC Debt and allow the Recovery Plan to be implemented, the County may agree to extend Waste Flow Control beyond the End Date. If this Agreement is still in effect and the County extends Waste Flow Control of County Regulated Municipal Waste to the SRMC beyond the End Date, then this Agreement shall be extended for as long as such Waste Flow Control continues, up to a maximum of the tenth (10<sup>th</sup>) anniversary of the End Date. This Agreement may also be extended by mutual agreement of the parties. During any extended term after the End Date, the City Tipping Fee for City Regulated Municipal Waste shall be lowered to the same rate as the Tipping Fee for the remainder of County Regulated Municipal Waste, with no Tipping Fee Rebate.

## ARTICLE II CONDITIONS PRECEDENT

### Section 2.01 General.

All rights, obligations and liabilities of the City and the LCSWMA under this Agreement on and after the Commencement Date shall be subject to the satisfaction of each of the respective conditions precedent set forth in Sections 2.02 and 2.03 on or before the Commencement Date.

### Section 2.02 Conditions to City Obligations.

Unless waived by the City, the Commencement Date shall not occur unless each of the following conditions has been met to the City's satisfaction:

(a) LCSWMA shall have delivered to the City a certificate of an authorized officer of LCSWMA, dated as of the Commencement Date, to the effect that each of the representations of LCSWMA set forth in Section 12.02 are true and correct as if made on such

date, and an opinion of counsel to LCSWMA, in customary form and acceptable to the City, to the effect set forth in clauses (a) through (d) of Section 12.02;

(b) all applicable permits and licenses necessary for the disposal of Municipal Waste at the SRMC shall be in full force and effect;

(c) the Acquisition shall have closed and LCSWMA shall own the SRMC.

Section 2.03 Conditions to LCSWMA Obligations.

Unless waived by LCSWMA, the Commencement Date shall not occur unless each of the following conditions has been met to LCSWMA's satisfaction:

(a) the Receiver shall have approved this Agreement and the Recovery Plan shall have been approved by the Commonwealth Court, all appeal periods having expired;

(b) the Mayor of the City and a majority of the City Council shall have approved this Agreement by resolution or ordinance, and shall have adopted a resolution or ordinance which approves the Acquisition, this Agreement, and the appropriate approval of the sale of electricity generated by the SRMC in accordance with Section 5607(b)(3)(i) of the Authorities Act;

(c) each condition to closing under the Asset Purchase Agreement shall be met or waived by LCSWMA;

(d) the Acquisition shall have closed and LCSWMA shall own the SRMC, provided that LCSWMA shall have no obligation to close the Acquisition unless all the terms and conditions of the Acquisition Agreement between LCSWMA and THA are met to LCSWMA's satisfaction;

(e) THA shall have assigned the THA Agreement to LCSMWA;

(f) the Deposit Account shall have been funded in accordance with this Agreement and the City shall have granted LCSWMA a pledge and first position security interest in the Parking Revenues;

(g) the City and the County shall have taken all necessary and appropriate steps to impose Waste Flow Control and the County Plan shall continue to require all County Regulated Municipal Waste to be delivered to the SRMC;

(h) the City shall have delivered to LCSWMA a certificate of the City, dated as of the Commencement Date, to the effect that each of the representations of the City set forth in Section 12.01 are true and correct as if made on such date, and an opinion of counsel to the City, in customary form, to the effect set forth in clauses (a) through (d) of Section 12.01;

(i) no action, suit, proceeding or official investigation shall have been commenced by any Person or federal, Commonwealth or local governmental authority or agency



other than LCSWMA in any federal, Commonwealth or local court, that seeks to enjoin, assess civil or criminal penalties against, assess civil damages against or obtain any judgment, order or consent decree with respect to the City or LCSWMA as a result of the City's participation or intended participation in any transaction contemplated by this Agreement if any such action, suit, proceeding or investigation would, if adversely determined, materially affect this Agreement, or the performance by the Parties of their respective obligations under this Agreement or the transactions contemplated by this Agreement; provided, however, that this paragraph (b) shall not apply to any action, suit, proceeding or official investigation the probable results of which will not in the opinion of counsel to the City materially adversely affect this Agreement, the performance by the City or LCSWMA of their obligations under this Agreement, or their participation or intended participation in any of the transactions contemplated by this Agreement;

(j) no change shall have occurred after the Contract Date in any applicable federal, Commonwealth or local law, or any applicable federal, Commonwealth or local rule, regulation or ordinance thereunder, or in the interpretation thereof by any applicable regulatory authority, that would make the execution or delivery by the City or LCSWMA of this Agreement, or would make compliance by the City or LCSWMA with the terms and conditions of this Agreement or the consummation by the City or LCSWMA of the transactions contemplated by this Agreement, a violation of such law, rule, regulation or ordinance; and

(k) LCSWMA shall have obtained the necessary federal, state and local permits or approvals necessary for the operation of the SRMC, and all applicable permits and licenses necessary for the processing and disposal of Municipal Waste at the SRMC, or, in the alternative, it shall be apparent that such permits, approvals and licenses will be issued in due course and LCSWMA and THA shall have entered into an operating agreement allowing LCSWMA to operate under THA's permits, approvals and licenses.

Section 2.04 Satisfaction of Conditions Precedent.

(a) The Parties shall exercise good faith and due diligence in satisfying the conditions precedent set forth in this Article II and each Party shall give prompt notice to the other Party when the foregoing conditions precedent to its obligation have been respectively satisfied or waived in writing by the Party whose obligation is conditioned thereon.

(b) Neither Party shall be relieved of its obligations under this Agreement by the failure to satisfy any condition precedent to the extent that the satisfaction of such condition is within such Party's control.

(c) LCSWMA and the City shall each provide executed acknowledgment to the other Party that the conditions precedent to their respective obligations under this Agreement have been met immediately upon the satisfaction or waiver of such conditions precedent.

**ARTICLE III**  
**DELIVERY AND DISPOSAL OF REGULATED MUNICIPAL WASTE**

Section 3.01 Overall Responsibilities. During the Term:

(a) LCSWMA shall accept City Regulated Municipal Waste in accordance with all the terms and provisions of this Agreement, including charging the Tipping Fee inclusive of the Host Fee as set forth in Article IV below.

(b) The City shall maintain and enforce Waste Flow Control that requires Haulers and all other Persons to deliver all City Regulated Municipal Waste to the SRMC. Any Collection Contract of the City shall require delivery of all City Regulated Municipal Waste to the SRMC and payment of the Tipping Fees.

(c) LCSWMA shall accept, transfer, process or dispose all City Regulated Municipal Waste delivered to the SRMC.

(d) The City will pay, or cause to be paid, the Tipping Fee set forth in Section 4.01 for City Regulated Municipal Waste in accordance with the terms of LCSWMA invoices, which shall provide for payment net thirty (30) days.

(e) LCSWMA shall obtain and maintain all necessary licenses and permits in order to enable it to perform its obligations under this Agreement.

(f) LCSWMA shall be responsible for transportation and disposal of incinerator ash generated by the SRMC.

#### Section 3.02 Receiving Time.

LCSWMA shall keep the SRMC open for receiving City Regulated Municipal Waste during the Receiving Time, excluding Legal Holidays. Subject to applicable Commonwealth regulations and any permit issued thereunder, LCSWMA may receive Municipal Waste at the SRMC at such additional times as LCSWMA and the Haulers or generators may agree. LCSWMA may, in LCSWMA's discretion, accept the delivery of Municipal Waste at times other than the Receiving Time.

#### Section 3.03 Weighing of City Regulated Municipal Waste; Weigh Scale Records.

(a) LCSWMA shall operate and maintain the weigh scales located at the SRMC for the purpose of determining the total Tons of City Regulated Municipal Waste delivered to the SRMC. Disputes with respect to the accuracy of weigh scale records shall be resolved pursuant to the provisions of Article X.

(b) Each vehicle delivering City Regulated Municipal Waste shall be weighed-in, and the weight and origin of all such City Regulated Municipal Waste and the identity of the Hauler delivering such City Regulated Municipal Waste shall be recorded and maintained by LCSWMA for purposes of the preparation of LCSWMA's invoices for disposal services. LCSWMA shall maintain a weight record containing the weight, date, time, any applicable permit number and vehicle identification of each vehicle entering and exiting the SRMC delivering City Regulated Municipal Waste. LCSWMA may determine the weight of such vehicles leaving the SRMC by either weighing-out such vehicles or by establishing and relying on a system of posted tare weight measurements with regard to such vehicles. To the extent that Unacceptable Waste is delivered to the SRMC by or on behalf of the City but is not

disposed of, LCSWMA may separately weigh such Unacceptable Waste leaving the SRMC and the Tons of such Unacceptable Waste shall not be credited to the total number of Tons of City Regulated Municipal Waste delivered by or on behalf of the City during any such month.

(c) LCSWMA shall cause the SRMC scales to be tested and recalibrated as often as may be required by Commonwealth law. The City shall have the right to review all test records and results. If all weighing facilities are incapacitated or are being tested, LCSWMA shall estimate the quantity of City Regulated Municipal Waste on the basis of daily truck volumes and estimated data obtained from historical information pertinent to the City and LCSWMA. These estimates shall take the place of actual weighing records during the scale outage.

Section 3.04 Haulers. So that LCSWMA can comply with the preceding Section of this Agreement:

(a) The City shall thirty (30) days before the Commencement Date provide LCSWMA with a list of all Haulers who will be delivering City Regulated Municipal Waste to the SRMC and a means of quickly and efficiently identifying and verifying such Haulers, as follows:

(i) If City Regulated Municipal Waste is collected by City employees in City vehicles, such employees and vehicles shall be identified to LCSWMA by the City.

(ii) If City Regulated Municipal Waste is collected by a private Hauler or Haulers pursuant to a contract with the City, such private Hauler employees and vehicles shall be identified to LCSWMA by the City.

(iii) If Persons other than City employees or contracted Haulers are entitled to collect and deliver to the SRMC City Regulated Municipal Waste (other than City Regulated Municipal Waste which has been generated within such Person's residential household) then those Persons shall and their vehicles shall also be identified to LCSWMA by the City.

(b) LCSWMA shall be entitled to require that all the Persons identified in the preceding Section 3.04(a) abide by the SRMC Rules and Regulations and agree to affix a clearly visible LCSWMA identifying placard to the applicable delivery vehicle.

(c) Upon the request of LCSWMA, the City shall take such action as may be appropriate to require all Persons delivering City Regulated Municipal Waste to the SRMC to comply with the SRMC Rules and Regulations. Such action may include appropriate provisions in any City collection contracts, instructions to City employees, and ordinances. The City shall provide LCSWMA with all requested information, including contracts, concerning City contracted Haulers and City employees engaged in delivering City Regulated Municipal Waste to the SRMC.

(d) The SRMC Rules and Regulations may regulate safety, routing of delivery vehicles, traffic control, inspection of delivery vehicles, and other matters. LCSWMA Rules and Regulations may require each Hauler vehicle delivering City Regulated Municipal Waste to have

its tare weight and, if applicable, LCSWMA identifying number conspicuously displayed on the exterior of the vehicle in a location designated by LCSWMA and reasonably visible to the operator of the scale house at the SRMC.

Section 3.05 Delivery of Waste.

(a) The SRMC Rules and Regulations may regulate all Persons delivering City Regulated Municipal Waste to the SRMC. The City shall provide any requested assistance to enforce the LCSWMA Rules and Regulations with respect to such Persons.

(b) LCSWMA reserves the right, after providing a Hauler with notice and a reasonable opportunity to correct improper performance, to eject a Hauler from, or refuse entry by a Hauler to, the SRMC, to reject deliveries and/or impose penalties and costs upon any Hauler for (i) failure to comply with all applicable rules, regulations and requirements, (ii) delivery of Unacceptable Waste or (iii) acting in any manner that could result in governmental enforcement action against LCSWMA or that endangers the health or safety of the public or LCSWMA's employees or citizens.

(c) With respect to the delivery of City Regulated Municipal Waste to the SRMC, the City and LCSWMA shall each cooperate with each other, and use their respective powers and authorities, to ensure compliance by Haulers with (i) the SRMC Rules and Regulations, and (ii) all applicable governmental rules, regulations and requirements.

(d) LCSWMA may reject deliveries of (i) truckloads composed primarily of Leaf Waste as that term is defined in the Act 101; (ii) solid waste other than Municipal Waste; and (iii) Municipal Waste delivered at other than the Receiving Time.

Section 3.06 Hazardous Waste and Unacceptable Waste.

The Parties shall mutually cooperate in connection with all matters regarding Hazardous Waste and Unacceptable Waste under this Agreement.

Section 3.07 Residual Waste, Municipal Waste Sludge and Special Handling Municipal Waste.

LCSWMA may, but is not required to, dispose of Residual Waste and/or Municipal Waste sludge and/or Special Handling Municipal Waste generated within the City.

**ARTICLE IV**  
**TIPPING FEE**

Section 4.01 Tipping Fees.

(a) LCSWMA shall charge and the City, or its designated agent or Hauler, shall pay a Tipping Fee for City Regulated Municipal Waste in accordance with the Tipping Fee Schedule attached hereto as Schedule I. Notwithstanding that the City may designate an agent or Hauler to deliver City Regulated Municipal Waste and/or pay the applicable Tipping Fee, the City shall remain fully liable to pay all Tipping Fees and Shortfall Fees under this Agreement. In

addition to the Tipping Fees shown on Schedule I, LCSWMA may charge minimum access fees for small vehicles, fees for mixed loads, fees for delivery of unacceptable waste, fees for unloading assistance, fees for violations of the SRMC Rules and Regulations, and other fees charged generally to users of the SRMC under the SRMC Rules and Regulations. The City acknowledges and agrees that the Tipping Fees and processing and disposal services provided by LCSWMA under this Agreement are actual and necessary costs for necessary services for the operation of the City.

(b) The Tipping Fee is inclusive of all current governmental fees upon the processing and disposal of waste, including the Host Fee. The Tipping Fee shall be increased or decreased by the amount of any increases or decreases in such governmental fees due to Change in Law, other than the Host Fee.

#### Section 4.02 Host Fee.

LCSWMA shall collect and remit to the City a Host Fee of initially One Dollar (\$1.00) per Ton of solid waste received at the SRMC. Beginning January 1, 2015, this Host Fee shall be adjusted annually on January 1 of each calendar year by multiplying the Host Fee used during the prior year times the then effective Consumer Price Index divided by the Consumer Price Index of the prior year. The Host Fee shall be paid by LCSWMA to the City on a quarterly basis. Each calendar year shall be divided into four equal three month quarters, and the Host Fee shall be paid within thirty (30) days after the end of each quarter.

#### Section 4.03 Billing and Payments.

LCSWMA or its representative or agent shall prepare and mail invoices to each Hauler subject to the Deposit Account for Tipping Fees charged during each month within ten (10) days of the end of such month. LCSWMA shall provide the City with a summary of such invoices which shall include: (i) the total Tons of City Regulated Municipal Waste delivered to the SRMC during each such month and (ii) the total receipts from Tipping Fees applicable to the preceding month.

#### Section 4.04 Shortfall Fee; Security for Payment; Tipping Fee Rebate.

(a) On January 1 of each calendar year, LCSWMA shall calculate the total Tons of City Regulated Municipal Waste received during the prior calendar year (each the "Annual Tonnage") and the total receipts for Tipping Fees during the prior calendar year. LCSWMA shall provide the City with a statement of the calendar year Annual Tonnage and receipts (the "Annual Statement") within thirty (30) days after each annual anniversary

(b) In the event that the Annual Tonnage for any calendar year is less than the minimum Thirty-Five Thousand (35,000) Tons required (the "Base Tonnage"), the City shall pay to LCSWMA a shortfall fee (the "Shortfall Fee"). The Shortfall Fee shall be calculated by taking the Base Tonnage, less the Annual Tonnage, multiplied by the then applicable Tipping Fee. The Shortfall Fee shall be due and payable from the City thirty (30) days after the rendering of the Annual Statement.

(c) In lieu of the payment of City Regulated Municipal Waste Tipping Fees at the time of delivery by City contracted Haulers or City employees, the following security shall be granted to LCSWMA.

(i) LCSWMA will create and maintain a segregated Deposit Account (the "Deposit Account"). The City shall ensure that at all times after the Commencement Date the Deposit Account contains a minimum balance of One Million Dollars (\$1,000,000). In the event that any Tipping Fee invoice is not paid within thirty (30) days of the due date, or in the event that the City shall fail to pay the Shortfall Fee within thirty (30) days of the due date, LCSWMA is hereby authorized to withdraw from the Deposit Account any amount necessary to satisfy such Tipping Fee invoice and/or such Shortfall Fee. In such event, the City shall replace the amount withdrawn within thirty (30) days of notice. LCSWMA's exercise of its rights pursuant to this Section 4.04(c) shall not in any way limit LCSWMA's right to recover any additional amounts due from the City as a result of failure of the City or its agents to provide timely payment under this Agreement.

(ii) The City is receiving certain annual payments (the "Parking Revenues") as a result of transactions concerning the facilities of the Harrisburg Parking Authority. The City shall pledge and grant LCSWMA a continuing security interest in the Parking Revenues to secure the City's payment of Tipping Fees and the Termination Fee.

(d) In the event that the Annual Tonnage for any calendar year is greater than Thirty-Eight Thousand (38,000) Tons (the "Rebate Tonnage"), LCSWMA shall pay to the City a Tipping Fee rebate (the "Tipping Fee Rebate"). The Tipping Fee Rebate shall be calculated by taking the Annual Tonnage, less the Rebate Tonnage, times One Hundred Dollars (\$100). The Tipping Fee Rebate shall be due and payable to the City thirty (30) days after the rendering of the Annual Statement.

(e) LCSWMA may set off against the Tipping Fee Rebate or the Host Fee any amounts due by the City to LCSWMA, with or without an Event of Default.

(f) For purposes of this Section 4.04, all calculations relating to any calendar year which is less than twelve (12) months because it is the first or last year of the term of this Agreement shall be prorated.

## ARTICLE V ADDITIONAL CITY OBLIGATIONS

### Section 5.01 City Approvals.

(a) Prior to execution of this Agreement, the Mayor of the City and a majority of the City Council shall approve this Agreement by resolution or ordinance.

(b) Promptly after execution of this Agreement, the Mayor of the City and a majority of the City Council shall adopt a resolution or ordinance which approves the Acquisition, the Asset Purchase Agreement and this Agreement.

(c) Promptly after execution of this Agreement, the Mayor of the City and a majority of the City Council shall adopt a resolution or ordinance which provides appropriate approval of the sale of electricity generated by the SRMC in accordance with Section 5607(b)(3)(i) of the Authorities Act.

(d) Promptly after execution of this Agreement, the City shall take any necessary and appropriate steps to impose Waste Flow Control and direct all City Regulated Municipal Waste generated within the boundaries of the City to the SRMC. The City acknowledges that the County Plan and the Dauphin County Municipal Waste Management Ordinance designate the SRMC as the delivery point until 2033 for all Regulated Municipal Waste generated within Dauphin County, including all Regulated Municipal Waste generated within the City, and agrees that the disposal of City Regulated Municipal Waste is governed by the County Plan and Dauphin County Municipal Waste Management Ordinance. The City acknowledges and agrees that LCSWMA may issue and enforce SRMC Rules and Regulations applicable to City Regulated Waste, Haulers, and the SRMC under the County Plan and the Dauphin County Municipal Waste Management Ordinance.

#### Section 5.02 Removal of City Property.

(a) The City shall remove all property of the City's Department of Public Works from the SRMC within six (6) months of the Commencement Date, including but not limited to equipment, supplies, inventory, and inoperable, discarded or waste materials.

(b) At the City's sole cost and expense, the City shall remove all other City property not purchased by LCSWMA as part of the SRMC, stored at the SRMC within thirty (30) days of the Commencement Date, including but not limited to, artifacts stored in the Drying and Dewatering Building.

(c) LCSWMA will pay the City One Hundred and Fifty Thousand Dollars (\$150,000) if the removal pursuant to Section 5.02(a) and 5.02(b) above is completed in a manner reasonably satisfactory to LCSWMA (the "Removal") within six months (6) months of the Commencement Date. LCSWMA shall pay to the City an additional early moving bonus of One Hundred and Fifty Thousand Dollars (\$150,000) if the Removal occurs within three months (3) months of the Commencement Date.

(d) The City shall commence Removal immediately upon the Commencement Date, shall coordinate Removal efforts with LCSWMA so as to avoid interference with LCSWMA's operation of, or damage to any part of, the SRMC, shall complete the Removal in a good and workman like manner, leaving all structures in broom clean condition and shall provide LCSWMA with written notice when the Removal is completed.

Section 5.03 Steam Lines. The City, THA or THA's successor shall take and maintain ownership of any portion of any steam lines connected to the SRMC that are located beyond the boundaries of tract upon which the SRMC is located.

Section 5.04 Water and Sewer. The City shall cause THA or THA's successor to provide to LCSWMA, for use at the SRMC, water, effluent water and sewer services as required by the Asset Purchase Agreement.

Section 5.05 Cooperation. The City will cooperate in good faith with LCSWMA to accomplish the requirements of this Agreement.

## ARTICLE VI INDEMNIFICATION

### Section 6.01 Indemnification by LCSWMA.

LCSWMA shall protect, indemnify, and hold harmless the City and its respective officials, employees and agents, (the "City Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the City Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any Person or Persons, or for loss or damage to property arising out of (a) the acts or omissions of LCSWMA in the performance (or nonperformance) of LCSWMA's obligations under this Agreement, or (b) the acts or omissions, whether or not negligent, of LCSWMA in owning, operating or maintaining the SRMC during the term of this Agreement, or (c) the disposal by LCSWMA of the products of processing Regulated Municipal Waste. LCSWMA is not, however, required to protect, indemnify or hold harmless any City Indemnified Party for loss or claim resulting from performance (or nonperformance) of the City's obligations under this Agreement or the negligence or willful misconduct of any City Indemnified Party. LCSWMA's indemnity is for the exclusive benefit of City Indemnified Parties and in no event shall such indemnity inure to the benefit of any third Person. Notwithstanding the foregoing, nothing in this Section 6.01 shall require LCSWMA to indemnify any party with respect to environmental problems or liability with the SRMC prior to the Commencement Date.

### Section 6.02 Indemnification by the City.

The City shall protect, indemnify, and hold harmless LCSWMA, its officers, directors and employees and their affiliates (including subsidiaries), and their respective officers, members, employees and agents (the "LCSWMA Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend LCSWMA Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any Person or Persons, or for loss or damage to property arising out of the acts or omissions of the City or Haulers in the performance (or nonperformance) of the City's obligations under this Agreement. The City is not, however, required to protect, indemnify or hold harmless any LCSWMA Indemnified Party for loss or claim resulting from performance (or nonperformance) of LCSWMA's obligations under this Agreement or the negligence or willful misconduct of any Contractor Indemnified Party. The City's indemnity is for the exclusive benefit of LCSWMA Indemnified Parties, and in no event shall such indemnity inure to the benefit of any third Person.



**ARTICLE VII**  
**UNCONTROLLABLE CIRCUMSTANCES**

Section 7.01    Excuse for Nonperformance.

The failure of either Party to perform any obligation under this Agreement due to an Uncontrollable Circumstance shall not constitute a breach of any such obligation.

Section 7.02    Mitigation.

Each Party shall be obligated to take all reasonable steps to mitigate the adverse effect of any Uncontrollable Circumstance.

Section 7.03    Notices.

Each Party shall be obligated to provide prompt notice to the other Party of the occurrence of an Uncontrollable Circumstance and to specify the extent of the adverse effect of such event on the performance of such Party's obligations under the Agreement.

Section 7.04    Adjustment to the Tipping Fee for Uncontrollable Circumstances.

In the event that Uncontrollable Circumstances give rise to increased costs of operation or maintenance or requires capital investment in the SRMC, LCSWMA may increase the Tipping Fees by the amount of the increased costs upon notice to the City containing a detailed accounting and justification for a proposed Tipping Fee increase to compensate for the increased cost. Within thirty (30) days of receiving such notice, if the City disputes the Tipping Fee increase or the amount thereof, the dispute shall be resolved by good faith negotiations between the Parties. If no resolution has been reached after thirty (30) days of good faith negotiation between the Parties, either Party may elect to resolve such dispute pursuant to Section 7.05.

Section 7.05    Arbitration.

In the event the Party receiving notice of the occurrence of an Uncontrollable Circumstance shall dispute the claimed adverse effect, the dispute shall be resolved by arbitration pursuant to Article X.

**ARTICLE VIII**  
**EVENTS OF DEFAULT**

Section 8.01    Events of Default by LCSWMA.

The following shall constitute Events of Default on the part of LCSWMA:

(a)    The repeated failure or refusal by LCSWMA to fulfill all or any of LCSWMA's obligations under this Agreement;

(b)    (i)    LCSWMA's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement for the benefit of its creditors or

consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against LCSWMA under the laws of any jurisdiction, which proceeding has not been dismissed within thirty (30) days, or (iii) any action or answer by LCSWMA approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of LCSWMA which shall substantially interfere with LCSWMA's performance under this Agreement;

(c) The failure of LCSWMA to operate the SRMC for a continuous period of one hundred and eighty (180) days. Operation as a transfer station is sufficient.

#### Section 8.02 Events of Default by the City.

The following shall constitute Events of Default on the part of the City:

(a) The repeated failure or refusal by the City to fulfill all or any of its obligations under this Agreement, other than the obligation to pay money when due;

(b) (i) The City's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the City under the laws of any jurisdiction, which proceeding has not been dismissed within thirty (30) days, or (iii) any action or answer by the City approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of the City which shall substantially interfere with the City's performance under this Agreement; and

(c) The failure on the part of the City to pay all or any amounts owed to LCSWMA under this Agreement, within thirty (30) days following the date such amounts become due, or to make such other arrangements with LCSWMA as may be mutually agreed in writing.

### **ARTICLE IX** **REMEDIES**

#### Section 9.01 Remedies of the City.

(a) An Event of Default under Section 8.01(a) shall entitle the City to institute a legal proceeding seeking specific performance of this Agreement, and LCSWMA agrees that with respect to such action brought against LCSWMA by the City, that the award of damages at law is not an adequate remedy for an Event of Default under Section 8.01(a), nor the equivalent of the performance of LCSWMA's obligations under this Agreement.

(b) If, within a period of thirty (30) days after LCSWMA shall have received notice from the City that an Event of Default has occurred under Section 8.01, and LCSWMA has neither remedied, nor has commenced and continued to pursue with due diligence, a remedy for any such Event of Default, the City may terminate this Agreement upon thirty (30) days'

prior written notice to LCSWMA unless such Event of Default is cured within such thirty (30) day period, or such longer period as may be reasonably required.

(c) An Event of Default of the character described in Section 8.01(b) of this Agreement shall not require notice by the City as provided above, but shall terminate this Agreement forthwith.

(d) This Section 9.01 shall survive the termination of this Agreement.

#### Section 9.02 Remedies of LCSWMA.

(a) An Event of Default under Section 8.02(a) shall entitle LCSWMA to institute a legal proceeding seeking specific performance of this Agreement, and the City agrees that with respect to such actions brought against the City by LCSWMA, that the award of damages at law is not an adequate remedy for an Event of Default under Section 8.02(a) of this Agreement, or the equivalent of the performance of the City's obligations under this Agreement.

(b) If, within a period of thirty (30) days after the City shall have received notice from the City that an Event of Default has occurred under Section 8.02(c), and the City has neither remedied, nor has commenced and continued to pursue with due diligence, a remedy for any such Event of Default, nor has commenced an appropriate proceeding to dispute the existence of an Event of Default, LCSWMA may terminate the Agreement upon ten (10) days' prior written notice to the City unless such Event of Default is cured within such ten (10) day period, and in the event of failure to cure, case the Termination Fee shall be due.

(c) An Event of Default described in Section 8.02(b) of this Agreement shall not require notice by LCSWMA as provided above, but shall terminate this Agreement forthwith, in which case the Termination Fee shall be due.

(d) This Section 9.02 shall survive the termination of this Agreement.

#### Section 9.03 Manner of Termination Payment.

Within thirty (30) days following the termination or expiration of this Agreement for any reason, the Parties shall use best efforts to reconcile all amounts then due and payable to either Party under the terms of this Agreement, including but not limited to the obligation to pay the Termination Fee. The total amount of the net outstanding unpaid balance which either Party may owe the other, the City or LCSWMA as the case may be, shall, within sixty (60) days after termination or expiration of this Agreement, be paid by the applicable Party. This Section 9.03 shall survive the termination of this Agreement.

**ARTICLE X**  
**DISPUTE RESOLUTION**

Section 10.01 Scope.

In the event any controversy, claim or dispute between LCSWMA and the City shall arise with respect to the provisions of this Agreement or the transactions contemplated by this Agreement, the City and LCSWMA shall resolve the dispute in accordance with this Article X.

Section 10.02 Resolution.

(a) The dispute shall be, unless otherwise agreed to by the parties, exclusively referred to, and finally determined by, arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by three (3) arbitrators. The appointment of the arbitrators shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The prevailing party shall be entitled to collect its arbitration costs, attorneys' fees, expert fees or any other costs arising from arbitration from the other party in accordance with the provisions permitting the award of the same under the Commercial Arbitration Rules of the American Arbitration Association. Any award of the arbitrators may be entered as a judgment in any court of competent jurisdiction.

(b) Nothing set forth in this Section 10.02 shall prevent the City and LCSWMA from settling any dispute by mutual agreement at any time.

**ARTICLE XI**  
**DEFINITIONS**

Section 11.01 Definitions.

For purposes of this Agreement, the following words and phrases shall be given the respective interpretations and meanings set forth below.

"Acquisition" is the acquisition of the SRMC by LCSWMA as set forth in the second Background paragraph of this Agreement.

"Act 101" means the Municipal Waste Planning, Recycling and Waste Reduction Act, Commonwealth Act of July 28, 1988, No. 101, 53 P.S. §§ 4000.101, *et seq.*, and as subsequently modified.

"Agreement" means this Municipal Solid Waste Disposal Agreement between the City and the LCSWMA, as amended, supplemented or extended.

"Annual Statement" is defined in Section 4.04(a).

"Annual Tonnage" is defined in Section 4.04(a).

"Asset Purchase Agreement" means the agreement between LCSWMA and THA under which the Acquisition of the SRMC is to occur.

“Authorities Act” means the Municipality Authorities Act of 1945 (Act of 1945, P.L. 382 No. 164).

“Base Tonnage” is defined in Section 4.04(b).

“Business Day” means each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a Legal Holiday.

“C&D Waste” means all construction and/or demolition waste, except Hazardous Waste and Unacceptable Waste.

“Change in Law” means the occurrence after the Commencement Date of an event described in paragraph (a) below unless such event is excluded pursuant to paragraph (b) or paragraph (c) below.

(a) Change in Law means any of the following:

(i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; or

(ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; or

(iii) the imposition of any conditions on the renewal (or the suspension, termination, interruption, revocation, modification, denial or failure of renewal) of any governmental license, approval or permit necessary for the operation or maintenance of the SRMC as contemplated under this Agreement; or

(iv) the adoption, promulgation, modification or interpretation in writing by the governmental agency or unit having appropriate jurisdiction of a written guideline or policy statement of the governmental agency or unit having appropriate jurisdiction.

(b) Any event described in paragraph (a) above shall not be a Change in Law unless:

(i) the event changes the cost or ability of the Party relying thereon to carry out its obligations under this Agreement; and

(ii) the event affects the collection, transport, storage or disposal of Municipal Waste, or the operation or maintenance of the SRMC as contemplated under this Agreement, and

(iii) the event established requirements which are more burdensome than or in addition to:

(A) the most stringent requirements in effect on the Commencement Date; and

(B) any requirements (except requirements to comply with future laws, ordinances, codes, rules or regulations) contained in any existing governmental licenses, approvals or permits with respect to the SRMC.

(c) an event which would otherwise be a Change in Law pursuant to paragraph (a) and paragraph (b) above shall not be a Change in Law if:

- (i) the event is caused by the fault of the Party relying thereon, or
- (ii) the event is a change in federal, state, local or any other tax law, ordinance, code, rule or regulation or similar tax legislation, or by the Internal Revenue Service or the United States Treasury Department or other governmental agency in interpretation of existing tax laws and regulations promulgated or proposed with respect to existing federal, state, local or other tax laws, and does not discriminate against Persons who operate mass burn, resource recovery or Municipal Waste disposal facilities; or
- (iii) the event is the failure to obtain a permit unless such failure is directly caused by one of the events set forth in paragraph (a)(i) or (a)(iii) above.

“City” means the City of Harrisburg, a duly established Third-Class City under the laws of the Commonwealth.

“City Indemnified Parties” is defined in Section 6.01.

“City Regulated Municipal Waste” means municipal waste generated within the City except C&D Waste, Residual Waste, Municipal Waste Sludge, or Special Handling Waste.

“Collection Contract” has the meaning set forth in the fifth background paragraph of this Agreement.

“Commencement Date” means the date established pursuant to the provisions of Article I.

“Commonwealth” means the Commonwealth of Pennsylvania and each of its appropriate administrative, contracting and regulatory agencies, departments, bureaus and offices.

“Consumer Price Index” shall have the meaning set forth in Schedule I.

“Contract Date” means the date of execution of this Agreement as set forth at the head of this Agreement.

“County” means the County of Dauphin, Commonwealth of Pennsylvania, and its Department of Solid Waste Management & Recycling.

“County Plan” means the Dauphin County 2013 Plan Revision to the Dauphin County Act 101 Municipal Waste Management Plan, as now or hereafter amended or revised.

"County Regulated Municipal Waste" means all Regulated Municipal Waste, including City Regulated Municipal Waste.

"Deposit Account" is defined in Section 4.04(c)(i).

"Designated Facility" means the SRMC.

"End Date" means the date set forth in Section 1.01

"EPA" means the United States Environmental Protection Agency or its successor.

"Event of Default" means any one or more of those events described in Sections 8.01 and 8.02 of this Agreement.

"Hauler" or "Haulers" means a Person or Persons transporting Regulated Municipal Waste to the SRMC other than Regulated Municipal Waste generated within such Person's own residential household.

"Hazardous Waste" means any material or substance which, as of the Commencement Date, and by reason of its composition or characteristics is (a) toxic or hazardous waste as defined in the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 *et seq.*, as amended, replaced or superseded, and the regulations thereunder, (b) material regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*, as amended, replaced or superseded, and the regulations thereunder, (c) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954, 42 U.S.C. §§ 2011 *et seq.*, as amended, replaced or superseded, and the regulations thereunder, or (d) material regulated as a Hazardous Waste by the Solid Waste Management Act 35 P.S. §§ 6018.101 *et seq.* If any governmental agency or unit having appropriate jurisdiction shall determine that substances which were not, as of the Commencement Date, considered harmful, toxic, or dangerous, are harmful, toxic or dangerous, are hazardous or harmful to health when disposed of at the SRMC, then any such substances or materials shall thereafter be Hazardous Waste for purposes of this Agreement as of the effective date of any such determination.

"HMERRF" or "SRMC" means the waste processing, transfer, disposal, recycling and/or energy recovery facilities of LCSWMA located at 1670 South 19th Street, Harrisburg, Pennsylvania 17104, as described in the first "Background" paragraph above. The term shall include the entire site including a transfer station, recycling drop-off facilities and ash landfill cells.

"HMERRF Debt" means all debt of THA applicable to the SRMC as described in the "Background" paragraph above.

"Host Fee" means the per Ton fee paid the SRMC under the County Plan for disposing of the County's Regulated Municipal Waste as set forth in Section 4.02 of this Agreement.

"LCSWMA" means the Lancaster County Solid Waste Management Authority or its successor.

"LCSWMA Indemnified Parties" is defined in Section 6.02.

"Legal Holiday" means Martin Luther King Day, Presidents Day, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day (and subsequent day), Christmas Day (and the previous or subsequent business day as designated) and New Year's Day or any other holiday as agreed to by the City under the terms and conditions of any applicable union collective bargaining agreement.

"Municipal Waste" means (a) any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities and (b) any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility and (c) leaves, garden residues, grass clippings, shrubbery and tree trimmings, and similar material. Municipal Waste does not include recycled materials or composted materials, or truckloads composed primarily of leaves, garden residues, grass clippings, shrubbery and tree trimmings, and similar material.

"Parking Revenues" is defined in Section 4.04(d)(ii).

"Party" or "Parties" means LCSWMA and/or the City.

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

"Receiver" has the meaning set forth in the second "Background" paragraph above.

"Receiving Time" means the period of operation of the SRMC consisting of 4:00 a.m. to 6:00 p.m. EST, Monday through Friday; 6:00 a.m. to 2:00 p.m. EST, Saturday, or such shorter period as may required by any permit applicable to the SRMC.

"Recovery Plan" means the recovery plan for the City as described in the first Background paragraph above.

"Regulated C&D Waste" means C&D Waste generated within the County and regulated by the County pursuant to the County's Rules and Regulations.

"Regulated Municipal Waste" means Municipal Waste generated within the County except C&D Waste, Residual Waste, Sludge, or Special Handling Waste, as regulated by the County pursuant to the County Municipal Waste Management Ordinance.

"Regulated Waste" means Municipal Waste (except Residual Waste, Municipal Waste Sludge, or Special Handling Waste) and C&D Waste generated within the County and regulated by the County, including City Regulated Municipal Waste.



"Removal" means the complete removal of the City's property from the SRMC as set forth in Section 5.02.

"Residual Waste" means any garbage, refuse, other discarded material or other waste, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, waste water treatment facility or air pollution control facility, provided that it is not hazardous. The term shall not include coal refuse as defined in the Commonwealth Act of September 24, 1968 (P.L. 1040, No. 318), known as the Coal Refuse Disposal Control Act. The term shall not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on pursuant to and in compliance with a valid permit issued pursuant to the Commonwealth Act of June 22, 1937 (P.L. 1987, No. 394) known as The Clean Streams Law.

"Schedule" means any exhibit or schedule attached to this Agreement and incorporated in this Agreement, unless otherwise expressly indicated by the terms of this Agreement.

"Shortfall Fee" is defined in Section 4.04(c).

"Special Handling Municipal Waste" means Municipal Waste for which any governmental agency or unit having appropriate jurisdiction requires special approval (other than that generally required for Municipal Waste) prior to disposal in a permitted Municipal Waste disposal facility.

"SRMC" has the meaning set forth in the first background paragraph to this Agreement.

"SRMC Rules and Regulations" shall mean the rules and regulations issued by LCSWMA under the authority of the Dauphin County Municipal Waste Management Ordinance and the County Plan.

"Term" shall mean the period from the Commencement Date until the Termination Date, inclusive.

"Termination Date" means the date set forth in Section 1.04.

"Termination Fee" means the payment set forth in Section 1.04.

"THA" means The Harrisburg Authority as described in the first Background paragraph above.

"THA Agreement" means the December 1, 1993, Municipal Solid Waste Disposal Agreement between the City and THA, which was subsequently amended on June 4, 2003 to extend the term to 2036 and amended again on January 1, 2007, as amended.

"Tipping Fee" means the per ton gate rate for City Regulated Municipal Waste acceptance charged by LCSWMA, which shall include the applicable Host Fee. The Tipping Fees for the Term are set forth in Schedule I, the Tipping Fee Schedule, attached to this Agreement and made a part of this Agreement.

"Tipping Fee Rebate" is defined in Section 4.4(d).

"Ton" means two thousand (2,000) pounds.

"Unacceptable Waste" means all of the following, except for trace amounts normally found in household or commercial waste:

(a) any material that by reason of its composition, characteristics or quantity is ineligible for disposal at the SRMC pursuant to the provisions of (i) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 *et seq.*, and the regulations thereunder, or (ii) any other applicable law, rule or regulation (including, but not limited to, the following laws and the regulations, if any, promulgated under each: the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*; the Hazardous Sites Cleanup Act, Act 108, enacted October 18, 1988; and any similar or substituted legislation or regulations or amendments to the foregoing, as well as any other laws coextensive with the foregoing);

(b) any other materials that any governmental agency or unit having appropriate jurisdiction has determined to be ineligible for disposal at the SRMC;

(c) any waste that the SRMC is precluded from accepting pursuant to any existing permit governing the SRMC or the Act or Act 97;

(d) Hazardous Waste;

(e) except as provided in Section 3.08, Residual Waste;

(f) except as provided in Section 3.08, Special Handling Municipal Waste including but not limited to, asbestos, sludge, infectious waste, and chemotherapeutic waste;

(g) an individual truckload of Municipal Waste which contains refrigerators, washing machines, dryers, window air conditioners, hot water heaters and other major home appliances in quantity and/or automobile tires in quantity; and

(h) any other material that presents an endangerment to the SRMC or the public health or safety.

"Uncontrollable Circumstance" means any act, event or condition, other than a labor strike, that has had, or may reasonably be expected to have, a direct material adverse effect on the rights or the obligations of a Party under this Agreement, or a direct material adverse effect on the operation of the SRMC, or on the delivery of Municipal Waste to the SRMC, if such act, event or condition is beyond the reasonable control of, and without the fault of, the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. Such acts or events shall include, but shall not be limited to, the following:

(a) an act of God (except reasonably expected weather conditions for the geographic area of the SRMC), hurricanes, tornados, epidemic, landslide, lightning, earthquake, flood, fire or explosion or similar occurrence; or an act of the public enemy, war, blockade, insurrection, riot, general unrest, or restraint of government and people, civil disturbance or similar occurrence;

(b) the order, or injunction and/or judgment of any federal, Commonwealth or local court, administrative agency or governmental body with jurisdiction over the performance of either Party's obligations under this Agreement; excepting decisions interpreting federal, Commonwealth and local tax laws; provided that such order or judgment shall not be the result of the negligent or willful action or inaction of the Party relying thereon and neither the contesting in good faith of any such order or judgment nor the failure to so contest shall be construed as a willful or negligent action or inaction of such Party; and

(c) a Change in Law.

Such acts or events shall not include failure to obtain a permit or license, or failure to obtain renewal, amendment or modification of a permit or license, which events shall not be an Uncontrollable Circumstance unless due to Change in Law.

"Waste Flow Control" means the authority, by law, ordinance, regulation, resolution, or other legally binding provision or legally binding official act of the City or the County to direct all Municipal Waste generated within the boundaries of the City or the County to one or more designated Municipal Waste processing or disposal facilities.

"Week" means a period commencing Sunday at 12:01 a.m. and ending on midnight of the following Saturday.

#### Section 11.02 Terms Generally.

Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "approval" and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed" except as the context may otherwise require.

#### Section 11.03 Notices Generally.

Unless specifically provided elsewhere in this Agreement, at least fifteen (15) days prior written notice shall be required to be given of any breach of, or failure to fulfill any requirement of, this Agreement by a Party, in order to allow the Party receiving such notice to cure any such breach or to allow such Party time to prepare for, question or contest the fact that any such requirement of this Agreement has not been fulfilled.

**ARTICLE XII**  
**MISCELLANEOUS**

Section 12.01 Representations of the City.

The City represents to LCSWMA that:

(a) the City is duly organized and existing in good standing under the laws of the Commonwealth and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement;

(b) the City has the requisite power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance of this Agreement by the City (i) has been duly authorized, (ii) does not require the approval of any other governmental officer or body, other than those permits or approvals contemplated to be obtained before the Commencement Date, (iii) will not violate any judgment, order, law or regulation applicable to the City, and (iv) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound;

(c) this Agreement has been duly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, fully enforceable in accordance with its terms; and

(d) there is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the City's knowledge, threatened against the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the City of its obligations under this Agreement or the transactions contemplated by this Agreement, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the City in connection with the transactions contemplated by this Agreement.

Section 12.02 Representations of LCSWMA.

LCSWMA represents to the City that:

(a) LCSWMA is duly organized and existing in good standing under the laws of the Commonwealth of Pennsylvania and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement;

(b) LCSWMA has the requisite power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance of this Agreement, (i) has been duly authorized, (ii) does not require the approval of any other governmental officer or body, other than those permits or approvals contemplated to be obtained before the Commencement Date, (iii) will not violate any judgment, order, law or regulation applicable to LCSWMA or any provisions of LCSWMA's articles of incorporation or by-laws, and (iv) does not constitute a default under or result in the creation of, any lien, charge,

encumbrance or security interest upon any assets of LCSWMA under any agreement or instrument to which LCSWMA is a party or by which LCSWMA or its assets may be bound;

(c) this Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation of LCSWMA, fully enforceable in accordance with its terms; and

(d) there is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of LCSWMA's knowledge, threatened against LCSWMA, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by LCSWMA of its obligations under this Agreement or the other transactions contemplated by this Agreement, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by LCSWMA in connection with the transactions contemplated by this Agreement.

Section 12.03 Interest on Payments.

All payments not made on the applicable due date shall bear interest from such date until the date payment is made at the lower of (a) the maximum rate permitted by Commonwealth law, or (b) the prime rate of The Chase Manhattan Bank, N.A., or in the event the Chase Manhattan Bank, N.A. no longer publishes a prime rate, the similar rate of a comparable bank.

Section 12.04 Compliance with Laws.

LCSWMA shall comply with all laws and regulations and permits issued thereunder in connection with the SRMC and governing disposal of Regulated Municipal Waste.

Section 12.05 Assignment.

This Agreement may be assigned by either Party for financing purposes, or to a successor governmental body, agency or authority. This Agreement may not be otherwise assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

Section 12.06 Notices.

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

(a) If to LCSWMA:

The Lancaster County Solid Waste Management Authority  
1299 Harrisburg Pike  
Lancaster, Pennsylvania 17603-2515  
Attention: Chief Executive Officer

with a copy to:

Alexander Henderson, III, Esquire  
Hartman Underhill & Brubaker, LLC  
221 East Chestnut Street  
Lancaster, PA 17602

(b) If to the City:

City of Harrisburg  
[address]

Mayor, City of Harrisburg  
10 North Second Street, Suite 202  
Harrisburg, PA 17101

with a copy to:

[counsel]

Harrisburg City Solicitor  
10 North Second Street, Suite 402  
Harrisburg, PA 17101

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

Section 12.07 Relationship of the Parties.

Neither Party shall have any responsibility to perform services for or to assume contractual obligations which are the obligation of the other Party; and nothing in this Agreement shall constitute either Party as a partner, agent or representative of the other Party, or be deemed to create any fiduciary relationship between the Parties.

Section 12.08 Waiver.

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver of such right, but such right may be exercised from time to time and as often as may be deemed expedient. To be effective any waiver must be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

Section 12.09 Section Captions; References.

The table of contents, article and 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 to Sections and Articles are to sections and articles of this Agreement.

Section 12.10 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 Parties 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 Parties as reflected in this Agreement, and the other provisions of this Agreement, as so amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

Section 12.11 Amendment.

No amendment, modification or change to this Agreement shall be effective unless same shall be in writing and duly executed by the Parties.

Section 12.12 Agreement Governed by Commonwealth Law.

This Agreement shall be governed by the laws of the Commonwealth.

Section 12.13 No Other Agreements.

All negotiations and agreements prior to the date of this Agreement are superseded by this Agreement. This Agreement shall constitute the entire agreement between the City and LCSWMA with respect to the disposal services contemplated by this Agreement.

Section 12.14 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the City and LCSWMA.

Section 12.15 Execution of Documents.

This Agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and LCSWMA have caused this Agreement to be executed in their respective names, have caused their respective corporate seals to be affixed to this Agreement, have caused this Agreement to be attested, all by their duly authorized officers and representatives, and have caused this Agreement to be dated as of the date and year first written above.

By: William B Lynch  
~~Dan Miller~~  
~~City Controller~~  
William B. Lynch  
RECEIVER FOR THE  
CITY OF HARRISBURG

Attest: Babara A. Hammel  
Secretary

CITY OF HARRISBURG

By: Justin Wampler 10.16.13  
Mayor

Attest: Wanda R. Williams  
President, City Council

Approved: [Signature]  
City Solicitor

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

By: KR Weibel  
Chair



**SCHEDULE I -- TIPPING FEE SCHEDULE**

The City Tipping Fees will be lowered from the current rate of \$200 to \$190 upon the Commencement Date. Tipping Fees will be fixed through calendar 2019 as shown on the chart below, while the rate during calendar years 2020 through 2033 inclusive will be adjusted on January 1<sup>st</sup> of each calendar year by the Consumer Price Index, using calendar year 2019 as the base year.

2013	\$190.00
2014	\$190.00
2015	\$190.00
2016	\$190.00
2017	\$190.00
2018	\$190.00
2019	\$195.00

For purposes of Schedule I and this Agreement, Consumer Price Index shall mean all Urban Consumers (Area: U.S. City Average; Item: All Items) as maintained by the U.S. Department of Labor, Bureau of Labor Statistics or by a mutually-agreeable similar index if such index is no longer available.



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