

2019 MUNICIPAL SOLID WASTE MANAGEMENT PLAN

APPENDICIES

ALLEGHENY COUNTY, PENNSYLVANIA

September 2018



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

Prepared by:

BARTON & LOGUIDICE, D.P.C.

for
Allegheny County, Pennsylvania

August 2017

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

1. Background

The Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Pennsylvania's "Act 101") authorizes Allegheny County ("the County"), as part of its Solid Waste Management Plan that is under development ("County Plan"), to provide capacity assurance for the processing and/or disposal of all municipal waste expected to be generated within Allegheny County for a period of at least ten (10) years, and to solicit support for sustaining and/or enhancing an integrated waste and recyclables management program in the County. A location map of Allegheny County is presented in Figure 1-1. A County Solid Waste Advisory Committee is guiding and overseeing the development of the County Plan.

Barton & Loguidice, D.P.C. (B&L), an engineering consulting firm, and E. Holdings, Inc., a consulting firm, are providing technical assistance with the development of the County Plan. This Solicitation of Interest (SOI) has been developed by B&L and distributed by E. Holdings, Inc. It is anticipated that the County Plan update will be completed in 2018, subsequent to this SOI solicitation process and prior to commencement of waste disposal and support services secured through the SOI process (which is planned to begin on January 1, 2019).

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

Act 101 requires that municipal waste plans look at ways to increase and maximize recycling, where practical, and to determine ways to make recycling programs sustainable. This goal is consistent with the County's interest in looking at ways to identify strategies to help sustain and/or enhance current recycling opportunities in the County, in particular hard to recycle items such as e-Waste and HHW. This SOI incorporates a public/private cooperation initiative via this solicitation process.

Allegheny County Municipality Map Index

1 Aleppo Township	45 Borough of Franklin Park	89 City of Pittsburgh
2 Borough of Aspinwall	46 Frazer Township	90 Borough of Pleasant Hills
3 Borough of Avalon	47 Borough of Glassport	91 Borough of Plum
4 Borough of Baldwin	84 Borough of Glen Osborne (formerly Osborne)	92 Borough of Port Vue
5 Baldwin Township	48 Borough of Glenfield	93 Borough of Rankin
6 Borough of Bell Acres	49 Borough of Green Tree	94 Reserve Township
7 Borough of Bellevue	50 Hampton Township	95 Richland Township
8 Borough of Ben Avon	51 Harmar Township	96 Robinson Township
9 Borough of Ben Avon Hts.	52 Harrison Township	97 Ross Township
10 Municipality of Bethel Park	53 Borough of Haysville	98 Borough of Rosslyn Farms
11 Borough of Blawnox	54 Borough of Heidelberg	99 Scott Township
12 Borough of Brackenridge	55 Borough of Homestead	100 Borough of Sewickley
13 Borough of Braddock	56 Indiana Township	101 Borough of Sewickley Hts.
14 Borough of Braddock Hills	57 Borough of Ingram	102 Borough of Sewickley Hills
15 Borough of Bradford Woods	58 Borough of Jefferson Hills	103 Shaler Township
16 Borough of Brentwood	59 Kennedy Township	104 Borough of Sharpsburg
17 Borough of Bridgeville	60 Kilbuck Township	105 South Fayette Township
18 Borough of Carnegie	61 Leet Township	106 South Park Township
19 Borough of Castle Shannon	62 Borough of Leetsdale	107 South Versailles Township
20 Borough of Chalfant	63 Borough of Liberty	108 Borough of Springdale
21 Borough of Cheswick	64 Borough of Lincoln	109 Springdale Township
22 Borough of Churchill	65 Marshall Township	110 Stowe Township
23 City of Clairton	66 Town of McCandless	111 Borough of Swissvale
24 Collier Township	67 Borough of McDonald	112 Borough of Tarentum
25 Borough of Coraopolis	68 City of McKeesport	113 Borough of Thornburg
26 Borough of Crafton	69 Borough of McKees Rocks	114 Borough of Trafford
27 Crescent Township	70 Borough of Millvale	115 Borough of Turtle Creek
28 Borough of Dormont	71 Municipality of Monroeville	116 Upper St. Clair Township
29 Borough of Dravosburg	72 Moon Township	117 Borough of Verona
30 City of Duquesne	73 Municipality of Mt. Lebanon	118 Borough of Versailles
31 East Deer Township	74 Borough of Mt. Oliver	119 Borough of Wall
32 Borough of East McKeesport	75 Borough of Munhall	120 West Deer Township
33 Borough of East Pittsburgh	76 Neville Township	121 Borough of West Elizabeth
34 Borough of Edgewood	77 North Braddock Borough	122 Borough of West Homestead
35 Borough of Edgeworth	78 North Fayette Township	123 Borough of West Mifflin
36 Borough of Elizabeth	79 North Versailles Township	124 Borough of West View
37 Elizabeth Township	80 Borough of Oakdale	125 Borough of Whitaker
38 Borough of Emsworth	81 Borough of Oakmont	126 Borough of White Oak
39 Borough of Etna	82 O'Hara Township	127 Borough of Whitehall
40 Fawn Township	83 Ohio Township	128 Wilkins Township
41 Findlay Township	85 Municipality of Penn Hills	129 Borough of Wilkinsburg
42 Borough of Forest Hills	86 Pennsbury Village	130 Borough of Wilmerdin
43 Forward Township	87 Pine Township	
44 Borough of Fox Chapel	88 Borough of Pitcairn	

2. Purpose of the Solicitation of Interest

On behalf of Allegheny County, E. Holdings, Inc. is releasing and distributing this Solicitation of Interest to identify facilities interested in providing processing/disposal capacity for municipal waste generated from within Allegheny County, and to solicit support for an integrated waste and recyclables management program, beginning in January 2019. This solicitation is for the proper documentation (by county of origin), processing and disposal of municipal solid waste (MSW), including: residential/ commercial/ institutional waste, construction/ demolition (C&D) waste, infectious/ chemotherapeutic waste, asbestos, sewage sludge and other “special handling” municipal wastes as delivered to the gate of the Respondent’s facility. This solicitation is also being conducted to identify and quantify potential support for a sustained and/or enhanced integrated waste and recyclables management program to be provided in Allegheny County, in accordance with goals and directives being identified in the ongoing planning process. An example of support for a sustained and/or enhanced integrated waste and recyclables management program is the payment of a negotiated plan implementation fee to the Allegheny County Health Department.

The purpose of the SOI process is to allow municipal waste from Allegheny County to be disposed of at one or more designated licensed/ permitted solid waste processing/ disposal facilities from January 2019 through December 2029, and to solicit and secure support for other related services. However, it is clearly stated here that Allegheny County **will not** guarantee municipal waste quantities to any one facility. Allegheny County intends to qualify and execute agreements with multiple facilities that meet or exceed all of the minimum qualifying criteria and that are deemed acceptable through Allegheny County’s Submittal evaluation process.

Respondents to this SOI will be evaluated in accordance with criteria listed in this SOI. Those that are determined to meet or exceed the minimum requirements of this SOI will be listed tentatively (until a disposal capacity agreement is executed) as Designated Facilities in the Allegheny County Plan, and will be deemed Designated Facilities and permitted to accept MSW from Allegheny County (and may also potentially provide or otherwise support integrated services in the County through actions such as payment of a negotiated plan implementation fee), upon the execution of an appropriate Service Agreement with Allegheny County for the provision of services. The format of this Service Agreement (form of Standard Agreement is included in this SOI) will be one agreement between Allegheny County and each Designated Facility, for services by the Designated Facility to Allegheny County. Respondents tentatively identified as Designated Facilities that fail to execute a Service Agreement suitable to Allegheny County (in the opinion of Allegheny County) will be removed from the list of Designated Facilities that are permitted to provide municipal waste processing/ disposal services to Allegheny County.

This process to identify and designate processing/ disposal facilities is being conducted in a fair, open, competitive and flexible manner. The SOI is being advertised publicly, and is open to submission by any MSW processing/ disposal facility that believes

that it can comply with the minimum requirements of this SOI. No preference or bias will be given based on whether the facility is located in-state or out-of-state.

3. Scope of Services

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

Each Respondent is also requested to affirm its willingness to annually donate to Allegheny County municipal waste disposal capacity for non-profit activities, including, but not limited to, road cleanup adoptions and illegal dump cleanups in Allegheny County. The County encourages Respondents to provide donated disposal capacity for this purpose.

Also included in this Scope of Services is a requirement that any municipal waste transfer station proposing to accept and transfer municipal waste from Allegheny County must enter an agreement with Allegheny County, committing to 1) deliver waste from the County only to Designated Facilities listed in the Allegheny County Plan, and further, agreeing to 2) accurately track and report (to the disposal site that waste is delivered to, and to Allegheny County) the quantities and types of municipal waste accepted and transferred from Allegheny County, by county of origin from which the transfer station receives the waste. A standard form of this Transfer Station Agreement is attached to this SOI.

Each Respondent shall be responsible for providing and maintaining a processing and/ or disposal facility, and all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to process and/ or dispose of municipal waste in accordance with all applicable Allegheny County Health Department, Pennsylvania Department of Environmental Protection (PADEP) and United States Environmental Protection Agency (USEPA) rules, regulations and guidelines, and all other applicable

federal, state, and local rules, regulations, and guidelines, even if Respondent(s) is located outside of Pennsylvania.

4. Processing/ Disposal Options

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

Each Respondent must guarantee part or all of the disposal capacity identified as needed by Allegheny County for the period that is anticipated to run from January 2019 through December 2029. If only a part of the capacity needed is being offered, the Respondent must be very specific about the portion of the capacity being provided by the facility, the types of waste disposal capacity that are being provided, and the calendar year(s) of the guaranteed disposal capacity.

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

It is anticipated that the Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Services Agreement (Service Agreement) will be for an initial term of five (5) years (starting with anticipated initial deliveries in January 2019), with a 5-year contract renewal option (at Allegheny County’s option).

5. Processing/ Disposal Tonnages

It is estimated that Allegheny County will require total worst case disposal capacity annually for approximately 1,600,000 to 1,700,000 tons of municipal waste (including residential/ commercial/ institutional waste, C&D waste, recycling tonnage, infectious/ chemotherapeutic waste, asbestos, sewage sludge and other “special handling” municipal wastes, but excluding Allegheny County Residual Waste) each year, during the ten-year planning period. Table 1-1 presents a historic breakdown of quantities and types of waste that were generated by Allegheny County and disposed between 2010 and 2015.

**Table 1-1
MSW Generated Within Allegheny County
and Disposed of (Net Discards) at Disposal Facilities (2010-2016)⁽¹⁾**

	Municipal Waste (tons)	C&D Waste (tons)	Sewage Sludge⁽²⁾ (tons)	Other Special Handling Waste (tons)	Total Waste Receipts Disposed by Allegheny County (tons)
2010	913,014	199,463	60,893	27,549	1,200,919
2011	910,102	188,809	56,884	45,414	1,201,209
2012	892,156	191,622	59,486	44,765	1,188,029
2013	888,646	195,432	54,129	48,000	1,186,207
2014	894,248	148,959	55,969	28,235	1,127,411
2015	911,094	159,331	50,784	48,265	1,169,474
2016	909,823	138,613	44,659	69,861	1,162,956

⁽¹⁾ PADEP - County Waste Destination Reports – 2010-2015.

⁽²⁾ Only landfilled sewage sludge quantities are listed.

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

**Table 1-2
TONNAGES OF ALLEGHENY COUNTY TYPICAL MSW REQUIRING DISPOSAL
(2010-2030)**

Year	Gross County Waste Generation⁽¹⁾ (before recycling, tons)	Estimated Allegheny County Net Waste Requiring Disposal (net discards after recycling, tons)⁽³⁾
2010 (historic)	1,470,929	1,112,478
2011 (historic)	1,423,029	1,098,911
2012 (historic)	1,449,616	1,087,377
2013 (historic)	1,557,941	1,086,269
2014 (historic)	1,376,174	1,045,891
2015 (historic)	1,481,484	1,071,905
2016 (historical)	1,048,436 ⁽²⁾	1,048,436
2017	1,419,869	1,052,844
2018	1,414,878	1,036,143
2019	1,409,886	1,019,441
2020	1,404,895	1,002,740
2021	1,400,512	986,491
2022	1,396,130	970,241
2023	1,391,748	953,992
2024	1,387,365	937,742
2025	1,382,983	921,493
2026	1,378,601	905,243
2027	1,374,219	898,994
2028	1,369,836	885,744
2029	1,365,454	872,495
2030	1,361,072	853,245
Total Tons Requiring Disposal, 2019 to 2029 Planning Period	15,261,629	10,354,616

(1) Typical MSW, C&D waste and Recycling, does not include "Special Handling Wastes".

(2) Recycling Tonnages were not available at time of narrative development.

(3) Net waste includes estimates for increased recycling through program development over 10 year planning period.

6. Integrated Waste and Recyclables Management Program Sustainability

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

This SOI anticipates that the Allegheny County Plan under development will identify the County's desire to implement a sustainable and/or enhanced Integrated Waste and Recyclables Management Program, which will contain specific goals and strategies to improve recycling, expand recycling opportunities in Allegheny County, educate the public on proper waste management and recycling programs, properly handle/ recycle/ dispose of certain specialty waste items, support the cleanup of illegally disposed waste in the County, and similar measures. The provision of a sustainable and/or enhanced Integrated Waste and Recyclables Management Program strategies in the Allegheny County Plan may require expansion of waste and recycling services currently offered in the Allegheny County.

PADEP has recently (within the last several years) reduced the amount of grant funding it provides to support recycling programs in Allegheny County (as it has throughout Pennsylvania). In addition, since about 2005, the courts have determined that county-legislated administrative fees supporting such programs are not specifically authorized under Act 101. Therefore, it is important to identify alternative methods to sustain County integrated waste and recycling services, or to support expansions of integrated waste and recyclables management programs that the new Allegheny County Plan may recommend.

Therefore, this SOI requires Respondents to consider, explain, and be willing to further discuss, options of how they may help the County provide support for a sustainable integrated waste and recyclables management program serving Allegheny County, at least for the geographical portion of the County for which the Respondent's disposal site also provides disposal services. An example of such support includes, but is not limited to, payment of a per ton negotiated plan implementation fee. It is anticipated that Allegheny County's understanding of any Respondent-proposed steps to support an integrated waste and recycling program will be identified through both the mandatory responses on this topic in the Respondent's Submission Package, as well as through possible follow-up discussions that may occur between Allegheny County and Respondent representatives during the SOI Submittal review process.

Some ideas are shared here, for possible consideration by Respondents in coming up with ideas to possibly support a sustainable and/or enhanced Allegheny County integrated waste and recyclables management program. These include, but are not limited to:

- Encourage and maintain, curbside collection programs.
- Payment of a negotiated plan implementation fee.
- Provide, maintain, and expand public drop-off collection services to be available to residents within the County.
- Expand institutional recycling programs.
- Expand commercial recycling programs.
- Expand electronics recycling programs by offering curbside collection of this material.
- Expand household hazardous waste (HHW) recycling programs by offering curbside collection of this material.
- Expand electronics and/or HHW recycling collection programs through other suggested event collections.
- Support special materials recycling collection events.
- Continue and/or expand yard waste collection and composting programs.
- Improve the effectiveness of the existing recycling programs through public information and education programs.
- Support the expansion of social media used by Allegheny County to notify residents of programs.
- Enhance notification to residents on current programs using social media outlets.
- Work with existing waste haulers to encourage recycling and waste diversion.
- Better document and report to the County the recycling that is occurring in the residential, commercial, and institutional sectors.
- Support the collection of recycling tonnages through additional County staff and/or electronic collection programs.
- Use recycling efforts and educational efforts related to recycling as a means to deter illegal dumping activities by identifying recycling as an alternative to dumping.
- Identify funding sources to be used to help implement County recycling goals.

Allegheny County is encouraging proposals from Respondents who share the philosophy that the preferred waste management hierarchy is to first practice source reduction; then reuse, recycle and organically process/ compost; and then to combust waste for energy recovery or place it in a sanitary landfill.

Facilities who participate in supporting a sustainable County integrated waste and recyclables management program may recognize the following benefits to their operations:

- Increased tonnage at processing/ disposal sites by assuring proper disposal of unrecyclable waste at Designated Facilities instead of being illegally dumped.

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

7. Preparation and Submission of Responses

- a) All responses must be prepared and submitted on the Submittal Forms included in this Solicitation of Interest, with supplemental pages added as needed. The completed Submittal Forms and the other documents shall be submitted as a package.
- b) All responses must be legibly typewritten. All Submittal Forms must be completed in their entirety or the response may be rejected.
- c) Except where specifically allowed in the Submittal Forms, responses should be based on the attached DRAFT Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement contained herein, should be responsive to the requirements of the SOI, and should be properly completed and signed by an authorized official or representative of the Respondent(s).
- d) All responses must include an executed Non-Collusion Affidavit and executed Disclaimer Statement as provided in this request package.
- e) Responses shall be placed in a sealed envelope, with the following label on the outside: "SOI Submittal Package, Allegheny County Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Program Support" and shall include one (1) complete original hard copy of the submission, plus one (1) complete electronic PDF copy of the submission on either a USB flash drive or a computer disk. The original copy must include original signatures of the authorized representative of the facility. Submissions should be delivered to (on behalf of Allegheny County):

Attn: Kellie Cominsky
Communications Coordinator
1801 Centre Avenue
Suite 313
Pittsburgh, PA 15219

All submissions should be delivered to the offices of E. Holdings, Inc. at the address listed above no later than 4:00 p.m. local prevailing time, on Friday, September 1, 2017.

8. Requirements for Signing Submittals

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

9. Evaluation Procedure

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

E. Holdings, Inc. will initially review and evaluate each Respondent's Submission Package, and will report its findings to Barton & Loguidice, D.P.C. (B&L). B&L will provide recommendations to Allegheny County.

Following the initial review there may be a need for follow-up discussions with Respondents. This process may be used to further clarify proposals and finalize contract terms, including without limitation, possible terms detailing how the Respondent may be willing to support the integrated waste and recyclables programs of Allegheny County.

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

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

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

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

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

- Respondent must agree to comply with all requirements of the SOI.
- All required proposal forms and required supplemental information must be included in the Submittal Package, properly completed.
- For clarity, it is specifically noted that Respondents **MUST** 1) indicate in their Submittal Package whether (and include ideas how) it might support, via payment of a negotiated plan implementation fee or other voluntary measures, this County's integrated waste and recycling program enhancements, and 2) affirm its willingness to enter good faith negotiations with Allegheny County and its representatives, to work to identify ways in which Respondent may potentially support these enhanced integrated waste and recycling programs.
- The Facility should indicate its willingness annually to donate to the Allegheny County municipal waste disposal capacity for non-profit activities, including, but not limited to, road cleanup adoptions and illegal dump cleanups (***a desired minimum of 0.5% of Respondent's daily commitment to accept Allegheny County waste, or a minimum of 575 tons per year, whichever is less, is requested***).
- Facility must have a current state-issued waste disposal facility permit, and must have the ability to start accepting municipal waste from Allegheny County no later than January 1, 2019.
- Facility must have an operating history that evidences continuing compliance with all federal, state and local laws and regulations, both by the operating company and by any parent company, and should not have a repeated history of violations that in the aggregate can be regarded, in the sole opinion of Allegheny County, as significant or that may inhibit the future ability of the facility to accept waste.
- Facility must guarantee, at a minimum, processing/ disposal capacity for at least 10% of Allegheny County's anticipated MSW disposal need over the initial 5-year term of the ten-year planning period (i.e. a guaranteed AVAILABILITY of capacity or air space at the facility from the Respondent to accept, at a minimum, an average of at least 100,000 tons of municipal waste per year from the County over the first five years of the planning period); and, willingness of the Respondent to commit this capacity (with no minimum delivery guarantee) to Allegheny County through contract. Further, Respondent must have currently permitted and available processing/ disposal capacity to meet its minimum capacity

commitments for at least the first term (first 5 years) of the waste capacity assurance agreement.

- Respondent must be willing to enter a five-year contract, with a 5-year contract renewal option (at Allegheny County's option), to provide the processing/ disposal capacity; and, to offer optional integrated waste management and recycling program support via payment of a negotiated plan implementation fee or other voluntary measures (if elected to do so by Respondent).
- If Respondent is a transfer station handling or proposing to handle municipal waste generated from Allegheny County, it must affirm its willingness to enter an agreement with Allegheny County stating that it 1) commits to deliver waste it receives from the County only to Designated Facilities listed in the Allegheny County Plan, and 2) further, agrees to accurately track and report (to the disposal site(s) that the waste is delivered to, and to Allegheny County) the quantities and types of municipal waste accepted and transferred from Allegheny County to the disposal site(s), based on the county of origin from which the transfer station receives the waste.

Step 2 – Follow-up Discussions/ Clarifications – The second part of the evaluation process may be used to clarify and refine Respondents' Submittals, and to further identify and discuss ways in which the Respondent may opt to support or enhance the sustainability of Integrated Waste and Recyclables Management Programs in Allegheny County. Allegheny County shall take into consideration factors that are deemed to be in the best interest of the County and its residents and businesses regarding waste management and recycling in the County.

A final contract with a term beginning January 1, 2019 between the County and each successful Respondent is the objective of this SOI solicitation process. Such contracts and start dates may be contingent upon prior final Plan approval by PADEP.

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

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

10. Qualifications of the Respondents

- a) Allegheny County and its consultants shall have the right to make such investigations as it deems necessary to determine the ability of the Respondent(s) to perform the services required under the Agreement. Upon request by Allegheny County, the Respondent(s) shall furnish and certify all such supporting data and information that Allegheny County may request to demonstrate the Respondent's qualifications and capabilities to perform the required services over the full term of the Agreement, to provide further clarification to confirm Submittal details, and to allow Allegheny County to confirm responsiveness to the requirements of the SOI.

- b) Respondent(s) may be required to submit financial data, technical qualifications and performance record data prior to the award of any Agreement.

11. Confidentiality

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

12. Timetable

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

Advertisement of SOI Availability	1 st Week of August 2017
Deadline for Requests for SOI Clarifications	August 21, 2017
Submittal Packages Due	September 1, 2017
Initial Response Clarifications	as needed
Evaluation of Submittals	September 2017
Follow-up Clarifications, if needed	September 2017
Designated Facility Determination (tent.)	October/November 2017
Execution of SOI Service Agreements	Calendar Year 2018
County Finalize and Approve County Plan	Summer 2018
Commencement of SOI Contract Services (subject to DEP Plan approval date)	January 1, 2019

13. Inquiries

Please contact Ashley N. Duncan, P.E. of Barton and Loguidice, Allegheny County's designated point of contact for this solicitation and the consultant working on this project, at (717) 737-8326, extension 2316; e-mail address aduncan@bartonandloguidice.com; to ask specific questions regarding this solicitation. All formal inquiries, questions and requests for clarification shall be submitted in writing to Miss Duncan no later than August 21, 2017. Any requests for clarification requiring a formal response will be issued in the form of an addendum to this SOI, to all holders of record of the SOI documents.

SUBMITTAL FORM

SUBMITTAL FORM

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

ALLEGHENY COUNTY, PENNSYLVANIA

Date: _____

To: E. Holdings, Inc.
1801 Centre Avenue, Suite 313
Pittsburgh, PA 15219
ATTN: Kellie Cominsky, Communications Coordinator
(on behalf of Allegheny County)

Respondent: Company Name _____
Address _____

City _____ State _____ Zip _____
Contact _____ Telephone (____) _____

The undersigned has examined the **Solicitation of Interest (SOI)** document, including the **Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement**, and has completed fully this **Submittal Form for Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Program Support** (including the **Disclaimer Statement, Non-Collusion Affidavit** and the **Processing/Disposal Facility Questionnaire**) contained in this Solicitation of Interest dated August 2017.

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

If selected by Allegheny County to be listed as a Designated Facility in the Allegheny County Solid Waste Management Plan (County Plan), the undersigned Respondent agrees to execute and deliver the **Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement**, including the

required Certificate of Insurance, to Allegheny County in accordance with all of the terms of this request.

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

1. TYPES AND ESTIMATED QUANTITIES OF WASTE TO BE ACCEPTED

a. Does this facility currently accept or intend to accept municipal waste from Allegheny County sources?

Currently accepts municipal waste from within the boundaries of Allegheny County

Reported quantity received in 20__ : approximately _____ tons of municipal waste

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

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

b. Please check type of facility.

Landfill

Resource recovery facility

Municipal waste composting facility

Other (specify)

Facility Name _____

Facility Location: _____

County _____

State _____

Does this facility meet all applicable federal, state and local laws, rules, regulations and guidelines, and does Respondent believe this will continue in the future?

Yes No If no, explain:

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

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

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

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

d. Minimum sludge characteristics required: % Solids _____

Other requirements: _____

e. Will bulky wastes be accepted? Yes No

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

If yes, list types and other requirements: _____

- f. Is Respondent willing to accept Residual Waste at its facility? Yes No
 If yes, specify tonnage: _____ (tons/day or tons/year)

If yes, list types and other requirements: _____

- g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 0.5% of your daily commitment to accept Allegheny County waste, or a minimum of 100 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events? Yes No

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

2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with Allegheny County on the manner in which they may be able to provide support, such as payment of a negotiated plan implementation fee or other voluntary measures, for a sustainable and/or enhanced integrated waste and recyclables management program serving Allegheny County, at least for the service area for which the Respondent’s disposal site is also providing disposal services.

- a. Does Respondent agree to indicate whether, and to include ideas (in the response area of this section of the Submittal Form, found below) how it might support an enhanced and sustainable integrated waste and recyclables management program for Allegheny County?

Yes
 No

- b. Does Respondent affirm its willingness to enter good faith discussions with Allegheny County to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for Allegheny County?

Yes
 No

3. PROPOSED FEE SCHEDULE FOR WASTE PROCESSING/ DISPOSAL SERVICES

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

PROCESSING/ DISPOSAL ONLY

Contract Year*	Municipal Waste		Construction/ Demolition Waste (C&D)		Municipal Sewage Sludge**		Infectious & Chemotherapeutic Waste (ICW)	
	Price per Ton	Escalation Rate***	Price per Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2019								
2020								
2021								
2022								
2023								
2024								
2025								
2026								
2027								
2028								
2029								
2030								

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

** Please specify the adjustment in unit cost for variations in sludge characteristics

(if applicable): _____

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

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

Waste Type	(list)		(list)		(list)	
	Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton
2019						
2020						
2021						
2022						
2023						
2024						
2025						
2026						
2027						
2028						
2029						
2030						

* Respondent acknowledges that the costs presented above reflect 2019 as the anticipated first year of operation under the contract.

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

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

4. COMPANY EXPERIENCE AND OPERATING HISTORY

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

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

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

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

- (1) Confirmation of available capacity at a processing/ disposal facility, which currently has and will maintain, through the contract period, proper processing and/or disposal permits.
- (2) Statement of transfer trailer accessibility to the proposed processing/ disposal facility.
- (3) Information on financial strength of the Respondent to support the operation of the processing/ disposal facility and back the obligations and commitments to Allegheny County as specified above.
- (4) Position of the Respondent regarding specific reservation of air space or capacity at processing/ disposal facility for duration of the contract term.
- (5) Acceptance of Marcellus Shale drilling residuals and materials, and the potential impact of disposal of these residuals on the processing/ disposal capacity commitments of Respondent to Allegheny County.

**ALLEGHENY COUNTY
MUNICIPAL WASTE MANAGEMENT PLAN
PROCESSING/DISPOSAL FACILITY QUESTIONNAIRE**

A. BACKGROUND INFORMATION

1. Date: _____

2. Name of Facility: _____

3. Owner of Facility: _____

4. Type of Facility:
 Landfill _____ Resource Recovery (Waste to Energy) _____
 MSW Composting _____ C&D Processing _____
 Other (describe): _____

5. Address and Phone Number of Owner: _____

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

7. Contact Person: _____ Title: _____
Phone: (____) _____

8. Person Supplying Information: _____ Title: _____
Phone: (____) _____

9. State where Respondent entity is formed: _____

10. Approx. Road Mileage from Facility to 3901 Penn Avenue Pittsburgh, PA 15224:

B. PERMIT INFORMATION

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

1. Permit Number _____
2. Permit Site Acreage _____ acres.
Disposal Area _____ acres.
3. If a Landfill, Permitted Capacity _____ tons/cubic yards _____ years
4. Design Capabilities (if other than a landfill): Design Capacity _____ tons/day
Maximum Continuous Rating (MCR) _____ tons/day
Available Processing Capacity _____ tons/day _____ tons/year
5. Waste Types and Quantities (2013)
Please Identify:
 - a. the maximum and average daily permitted quantities (in tons) of each of the listed types of waste, (if not accepted, please use N/A)
 - b. the expected annual tonnage of each type of waste, and
 - c. current tipping fees charged for waste deliveries (approximate, or give a range)

Waste Type	Permitted Maximum Daily Tons	Permitted Average Daily Tons	Expected Annual Tons	Current Tipping Fee (specify per ton or cubic yard)
Municipal Waste (except for types listed below)				
Construction/ Demolition Waste (C&D)				
Sewage Sludge				
Infectious/ Chemotherapeutic Waste (ICW)				

Waste Type	Permitted Maximum Daily Tons	Permitted Average Daily Tons	Expected Annual Tons	Current Tipping Fee (specify per ton or cubic yard)
Incinerator Ash				
Asbestos				
Other MSW (please specify)				
Other MSW (please specify)				
Residual Waste – Marcellus Residuals				
Residual Waste - Other				

Minimum % Solids of Sewage Sludge _____%

6. If a landfill, for the area subject to the permit, what is the estimated total available disposal capacity between January 1, 2019 and final closure (as currently permitted)?

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

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

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

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

Synthetic membrane Thickness = _____ mils Material _____
 Remolded clay Thickness = _____ inches Permeability _____
 _____ cm/sec
 Other _____

- b. Secondary Liner:

Synthetic membrane Thickness = _____ mils Material _____
 Remolded clay Thickness = _____ inches Permeability _____
 _____ cm/sec
 Other _____

What portions of this system are currently in place? _____

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

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

4. Do you provide any processing or other handling of recyclables at your facility? If yes, please explain. _____

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

5 Describe your facility's acceptance of Marcellus Shale drilling mud and other residuals and materials. Estimate the tons or quantity of Marcellus residuals accepted, and also as a percentage of total waste input at the facility. Also, describe the expected increase in acceptance of these materials in the future

(next 5-10 years), and how you feel this will impact your ability to accept MSW and honor commitments to dispose of MSW and special handling municipal waste at your facility from Allegheny County.

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

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

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

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

CEMS fabric filter/baghouse dry scrubber wet scrubber

Electrostatic precipitator, number of fields = _____

Other: _____

Odor Control: chemical scrubber biofilter other: _____

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

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

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

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

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

8. Do you provide any processing or other handling of recyclables at your facility? If yes, please explain _____

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

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

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

Yes No

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

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

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

E. EXPANSION PLANS

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

1. Expected Waste Types

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

2. Additional Capacity Plans

a. If Landfill:

1. Expected Total Capacity (tons or cubic yards) _____
2. Expected Lifetime (yrs.) _____

- b. If Other Than Landfill:
 - 1. Design Capacity _____ tons/day
 - 2. MCR Rating _____ tons/day
 - 3. Available Processing Capacity _____ tons/day _____ tons/year
- c. Expected Start of Expansion Development _____
- d. Start of Operations Date _____

NON-COLLUSION AFFIDAVIT

STATE OF _____:

COUNTY OF _____:

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

I state that:

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

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

Sworn to and Subscribed before me

Name

This _____ day of _____, 20__.

Company Position

_____(Notary Public)

My Commission Expires: _____

DISCLAIMER STATEMENT

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

Name of Organization

Name

Title

Date

DRAFT AGREEMENTS

DRAFT
MUNICIPAL WASTE TRANSFER STATION AGREEMENT

Between
Transfer Station and Allegheny County, Pennsylvania

In accordance with recommendations to be contained in the 2018 update to the Allegheny County Municipal Waste Management Plan (County Plan), municipal waste, including conventional municipal waste, construction/ demolition waste, infectious/ chemotherapeutic waste, and “special handling” municipal wastes that are generated from within the boundaries of Allegheny County, must be processed/ disposed at a Designated Facility to be listed in the Allegheny County Plan. This Plan is currently under development, and is expected to be finalized and approved in 2018.

This Agreement is made this _____ day of _____, 201__ by and between Allegheny County, Pennsylvania, a county organized and existing under the laws of the Commonwealth of Pennsylvania, with place of business at its county seat, hereinafter “Allegheny County,” and _____ (“Transfer Station”). By signing this agreement, Transfer Station acknowledges that all municipal waste that it receives at its transfer facility, that is generated from within the boundaries of Allegheny County, and that is to be disposed of, will be delivered to the aforementioned Designated Facilities.

Transfer Station agrees to maintain a valid municipal waste transfer operating permit with the PA Department of Environmental Protection (DEP), or equivalent state agency for out-of-state facilities, and to remain in compliance with all federal, state and local laws, rules and regulations throughout the period of this Agreement.

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

This Agreement will take effect on January 1, 2019 or, if later, the date that DEP approves the County Plan. This Agreement will remain in effect for a period of five (5) years, and Allegheny County shall maintain an option, in its sole discretion, to renew this contract for an additional five (5) years. If a Designated Facility referenced above should decide to no longer accept waste from the Counties specified, or if additional Designated Disposal Facilities are approved for the acceptance of Allegheny County municipal waste, through the Plan’s process to add facilities to the plan, Transfer Station must discontinue use of (in the case of a facility that terminates services to Allegheny County), or may begin utilizing (in the case of newly Designated Facilities) such Designated Facilities for processing/ disposal of such municipal wastes from Allegheny County.

IN WITNESS WHEREOF, Allegheny County and the Transfer Station have caused this Municipal Waste Transfer Station Agreement to be executed as of the date and year first written.

ALLEGHENY COUNTY

By: _____

Date: _____

Title: _____

TRANSFER STATION

By: _____

Date: _____

Title: _____

DRAFT

DRAFT
**MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED
WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT**
ALLEGHENY COUNTY, PENNSYLVANIA

THIS MUNICIPAL WASTE PROCESSING/DISPOSAL CAPACITY AND INTEGRATED WASTE AND RECYCLABLES MANAGEMENT SERVICE AGREEMENT (“Agreement”) is made this ____ day of _____, 201__, by and between Allegheny County, Pennsylvania (“the County”), a county organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business at its county seat, hereinafter “Allegheny County,” and _____ (“Operator”).

BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (“Act 101”) requires The County, as part of its Municipal Waste Management Plan (“Allegheny County Plan”), to provide capacity assurance for the processing and/ or disposal of all municipal waste expected to be generated within Allegheny County for a period of at least ten (10) years. On behalf of Allegheny County, Barton & Loguidice, D.P.C. (B&L) and E. Holdings, Inc. has issued a Solicitation of Interest (SOI) to solicit responses from interested parties to negotiate an agreement to provide capacity for processing/ disposal of all or a portion of municipal waste generated by Allegheny County, as well as potentially supporting the enhancement and sustainability of integrated waste and recyclables management services for up to a ten (10) year period, beginning in 2019. The Operator responded to the Solicitation of Interest, met the qualification requirements, and the Operator’s proposal was accepted by Allegheny County. This Agreement provides the terms and conditions under which the Operator will provide processing/disposal capacity and other potential services and support for the benefit of Allegheny County.

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

Article 1. General Definitions and Terms

1.1 Definitions

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

Allegheny County. Allegheny County, Pennsylvania.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Operator. _____, or any permitted successors, assigns, or affiliates.

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

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

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

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

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

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

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

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

Ton. Two thousand (2,000) pounds.

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

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

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

1.2 Other Words, Terms, Phrases

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

Article 2. Representations

2.1 Representations of Allegheny County

Allegheny County represents and warrants that:

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

2.2 Representations of Operator

The Operator represents and warrants to Allegheny County that:

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

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- (g) There is no litigation or proceeding pending or, to the knowledge of the Operator, threatened against or affecting the Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Operator to perform its obligation under this Agreement.
- (h) Except as disclosed on the Submittal Form for Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Program Support services contained in Allegheny County's Solicitation of Interest, attached hereto and incorporated herein by reference, the Operator is not a subsidiary of any parent.

2.3 Parent Guarantee

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

2.4 Designation as Processing/Disposal Facility

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

Article 3. Delivery and Disposal of Acceptable Waste

3.1 Delivery and Disposal of Acceptable Waste

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

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

basis by individual Allegheny County residents in small vehicles. The Operator and Allegheny County shall from time to time agree upon reasonable regulations and charges for such disposal, which will include all applicable fees.

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

Article 4. Conditions for the Delivery and Disposal of Waste

4.1 Control Procedures/Weighing of Waste Deliveries

- (a) The Operator shall be required to maintain a scale that conforms to the Pennsylvania Consolidated Weights and Measures Act, 3 Pa.C.S.A. Section 4101 et. seq. or the equivalent if the Operator is a jurisdiction other than Pennsylvania, to weigh all incoming waste. Vehicles of Allegheny County's waste haulers and occasional Allegheny County individual residents delivering municipal waste from Allegheny County sources to the Operator's Facility shall be weighed and their waste loads classified, and each vehicle shall receive an appropriate record indicating the classification, county of origin (including split counties of origin, as appropriate), and weight of all waste prior to disposal at the Operator's Facility.
- (b) If at any time testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the last verified scale weights were recorded by the appropriate certification agency. Allegheny County or waste haulers may at all times have access to the scale accuracy records of the Operator. If the scale is inoperable for any reason, the waste haulers may use another certified scale of their choice, or the Operator may direct vehicles to another certified scale closest to the Operator's Facility. If none are available, estimated weights based on historic data pertinent to the affected waste haulers shall take the place of actual weighing during the scale outage. The Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the waste haulers, and the Operator shall use this information to invoice the waste haulers for disposal at the Operator's Facility.
- (c) Operator shall at all times have an approved radioactive materials screening and monitoring system in effect, and shall employ an approved Radiation Protection Action Plan (RPAP) approved by the Department or, if the Operator is in a jurisdiction other than Pennsylvania, as required by the Operator's jurisdiction. The identification and handling of radioactive materials identified by such system shall be handled in accordance with the RPAP and applicable regulatory requirements.

4.2 Receiving Time/Hours of Operation

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

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

4.3 Right to Refuse Delivery

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

4.4 Complaints

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

4.5 Title to Municipal or Residual Waste

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

4.6 Permits

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

Article 5. Reservation of Minimum Capacity

- (a) During the term of this Agreement, the Operator agrees that it will reserve on a daily basis from year to year capacity for disposal at the Landfill of municipal waste originating from sources located in Allegheny County in the minimum volumes and tonnages set forth in Appendix A to this Agreement. Unless released from its commitment as authorized by Article 5(c), at any time during each calendar year the Operator shall maintain the reserved capacities set forth in Appendix A,

calculated by multiplying the number of working days remaining in the year times the Daily Reserved Capacity for that year.

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

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

(b) If the total amount of municipal waste generated in Allegheny County and actually disposed at the Landfill during any given calendar year, as determined by the reports submitted in accordance with Article 6, differs from the minimum capacity reserved for that year, said reserved capacity for the succeeding year and for such subsequent years as may be appropriate shall be raised or lowered to that total unless otherwise mutually agreed to by Allegheny County and the Operator.

(c) The Operator at any time may request that Allegheny County release it from its commitment to provide all or part of the reserved capacity required by Article 4(a) of this Agreement for a particular calendar year. Such request shall be in writing and shall set forth the basis for the request. Allegheny County shall in good faith review Operator's request, based on an analysis of data generated by Allegheny County or provided to the County by the Operator and other municipal waste landfill operators, and make a determination within ten (10) business days of receipt of the request. If Allegheny County reasonably determines that the Operator can be released from all or part of its obligation under Article 4(a) without jeopardizing the ability of Allegheny County to ensure sufficient disposal capacity for municipal waste estimated to be generated during that particular calendar year, it shall grant the Operator's request. Allegheny County's decision shall be in writing and mailed to the Operator.

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

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

(e) If emergency or other situations beyond the Operator's control necessitate the temporary suspension of the handling of solid waste at the Landfill and the Operator wishes to temporarily use another landfill(s) owned by the *Operator* but not specifically designated in Allegheny

County's Plan, the Operator may request that Allegheny County approve the temporary use of such other landfill(s) as are listed in Appendix C.

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

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

Should use of an alternate site(s) be approved, the Negotiated Fee cited in Article 7.2 shall be based on the total amount of waste disposed at the Landfill and at the alternate site(s) used.

Article 6. Recordkeeping and Reporting Requirements

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

6.1 Basic Reporting Requirements

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

6.2 Special Reporting Requirements

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

6.3 Administrative Inspections

Upon reasonable notice and during regular business hours, Allegheny County and its authorized representatives shall have access to the Operator's records pertaining to the quantities and

sources of Allegheny County-generated municipal waste for the purpose of verifying compliance with the terms and conditions of this Agreement.

Article 7. Tipping Fees and Other Charges

7.1 Tipping Fees

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

7.2 Negotiated Allegheny County Fees

(to be developed and discussed further with disposal facilities)

Article 8. Insurance

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

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

Article 9. Indemnification

9.1 Indemnification

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

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

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

9.2 Cooperation Regarding Claims

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

Article 10. Disputes, Defaults and Remedies

10.1 Resolution of Disputes

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

10.2 Events of Default by Allegheny County

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

- (a) The Operator shall have given written notice to Allegheny County stating that in its opinion a particular default or defaults (to be described in reasonable detail in such notice) exists which will, unless corrected, constitute a material breach of this Agreement on the part of Allegheny County; and
- (b) Allegheny County shall have failed to cure such default within thirty (30) days from its receipt of the written notice given pursuant to Article 9.2 (a) above, provided that if Allegheny County

shall have commenced to take reasonable steps to correct such default within such thirty (30) day period, Allegheny County's failure to complete its cure of the indicated default shall not constitute an event of default for as long as Allegheny County is continuing to take reasonable steps to cure such default within the earliest practicable time.

10.3 Events of Default by Operator

The Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from Allegheny County or its waste haulers or occasional individual Allegheny County residents delivered to the Operator's Facility under the terms of this Agreement, or failure to otherwise fulfill its material obligations under this Agreement. 10.4 Force Majeure

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

10.4 Waivers

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

Article 11. Term and Termination

11.1 Effective Date

This Agreement shall become effective on January 1, 2019 or, if later, the date that DEP approves the County Plan. The Operator shall begin to accept waste deliveries from Allegheny County sources under the terms and conditions of this Agreement on this date.

11.2 Term of Agreement

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

11.3 Effect of Termination

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

Article 12. Miscellaneous

12.1 Assignment

- (a) This Agreement may not be assigned by either Allegheny County or the Operator or its rights sold by Operator except with the written consent of Allegheny County or Operator or as further provided in this Article. Allegheny County may, however, contract with a third party or parties for the collection, transportation, processing and disposal of waste, and such contracting will not be interpreted as an assignment of this Agreement. Further, any municipality within the political boundaries of Allegheny County and/or any waste hauler may avail itself of the rights of Allegheny County under this Agreement without violating the assignment provision, provided, however, that such municipalities and waste haulers will be bound by the covenants of Allegheny County in this Agreement. The Operator shall not assign this Agreement except to a licensed and permitted successor to the Operator capable of performing all covenants of this Agreement and with ninety (90) days prior written notice to Allegheny County and the written consent of Allegheny County.
- (b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability, and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of capacity and services under this agreement. The assignment or delegation of any Agreement duties will not relieve the Operator or its surety of any liability and/or obligation to perform.

12.2 Notices

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

Allegheny County: To Be Completed by County

Operator: TBD

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

12.3 Entire Agreement/Modifications

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

12.4 Severability

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

12.5 Change of Ownership

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

12.6 Governing Law

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

12.7 Joint and Severable Liability

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

12.8 Counterparts

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

12.9 No Co-Partnership or Agency

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

12.10 Section Headings/References

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

12.11 Conventions

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending or replacing the statute referred to;

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

12.12 Nondiscrimination

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

Article 13. Integrated Waste and Recyclables Management Program Support

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

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

13.2 Negotiated Integrated Waste and Recyclables Management Program Support

(to be completed as appropriate based on Operator's response in Submittal Form and subsequent discussions and clarifications with Allegheny County representatives)

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

ALLEGHENY COUNTY

By: _____

Date: _____

Title: _____

OPERATOR

By: _____

Date: _____

Title: _____

DRAFT

APPENDIX A

RESERVED CAPACITY

YEAR	ADA	x %Res.	= DRC	x EWD	= ARC(T)
2009					
2010					
2011					
2012					
2013					
2014					
2015					
2016					
2017					
2018					

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

DRAFT

APPENDIX B

LANDFILL OPERATOR'S LICENSE

DRAFT

APPENDIX C

ALTERNATE LANDFILL SITE(S)

Landfill Name	Operator	Municipality/County	Permit No.

DRAFT

Proof of Publication for SOI Advertisement

NOTICES

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Applications, Actions and Special Notices

APPLICATIONS

[47 Pa.B. 4144]

[Saturday, July 29, 2017]

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

Allegheny County is updating its County Municipal Waste Management Plan in accordance with the provisions of Pennsylvania Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act. As required in the Act, the County has prepared a Solicitation of Interest (SOI) for the purpose of obtaining ten (10) year commitments, beginning on January 1, 2019 and continuing through December 30, 2029, with renewal options, for disposal capacity for the municipal waste (MSW) generated within Allegheny County during that period. The waste facilities to be considered in the County Plan Update must be permitted and fully available for use prior to January 1, 2019. SOI Respondents are also asked to consider supporting the sustainability of integrated waste and recycling programs in Allegheny County. Transfer Stations wishing to be included in the Allegheny County Solid Waste Management Plan, who handle municipal waste (MSW) from Allegheny County, should also request submission requirements from Ms. Duncan, whose information is provided below. To obtain a hard copy or electronic copy of the SOI, please email Ashley N. Duncan, P.E. at aduncan@bartonandloguidice.com. Submittals are due no later than 4:00 p.m. E.S.T. on Friday September 1, 2017.

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

Allegheny County, in Western Pennsylvania, is updating its County Municipal Waste Management Plan in accordance with the provisions of Pennsylvania Act 101 of 1988 (Municipal Waste Planning, Recycling and Waste Reduction Act). As required in the Act, the County has prepared a Solicitation of Interest (SOI) for the purpose of obtaining ten (10) year commitments, beginning on January 1, 2019 and continuing through December 30, 2029 with renewal options, for disposal capacity for the municipal waste (MSW) generated within Allegheny County during that period. The waste facilities to be considered in the County Plan Update must be permitted and fully available for use prior to January 1, 2019. SOI Respondents are also asked to consider supporting the sustainability of integrated waste and recycling programs in Allegheny County. Transfer Stations wishing to be included in the Allegheny County Solid Waste Management Plan, who handle municipal waste (MSW) from Allegheny County, should also request submission requirements from Ms. Duncan, whose information is provided below. To obtain a hard copy or electronic copy of the SOI, please e-mail Ms. Ashley N. Duncan, P.E. at aduncan@bartonandloguidice.com. Submittals are due no later than 4:00 p.m. E.S.T. on Friday September 1, 2017.

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Pittsburgh Post-Gazette

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08/31/17

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4339839

Page 1

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ALLEGHENY COUNTY HEALTH DEPT-L

AMOUNT

ALLEGHENY COUNTY HEALTH DEPT-L
 542 4TH AVENUE
 PITTSBURGH, PA 15219-5219

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0000018585

0000018585

TO INSURE PROPER CREDIT: DETACH AND RETURN ABOVE PORTION OF THE BILL WITH REMITTANCE -Page 1

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2201 Sweeney Drive
 Clinton, PA 15026
 Federal ID # 94-0692700

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 542 4TH AVENUE
 PITTSBURGH, PA 15219-5219

DOCUMENT NUMBER

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BILLING DATE

08/31/17

BILLING PERIOD

08/01 to 08/31

TERMS OF PAYMENT

Due Upon Receipt

BILLED ACCOUNT NUMBER
 4339839

ADVERTISER ACCOUNT NUMBER
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BILLED ACCOUNT NAME

ALLEGHENY COUNTY HEALTH DEPT-L

DATE	REFERENCE NUMBER	CHARGE OR CREDITS DESCRIPTION/PRODUCT CODE	SAU/DIMENSIONS	TIMES	BILLED UNITS	RATE	GROSS AMOUNT	NET AMOUNT
		Previous Balance 07/31/17						454.65
08/25		Check Payment - Payment on Account			2297535			-454.65
		Balance Forward -----						0.00
08/12	18808893	Solicitat/Joy Smallwoo	1x59.00	3	59	1.05	185.85	185.85
-08/26		C/M/PG/432						

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CURRENT GROSS AMOUNT

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CURRENT NET AMOUNT

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AGING

30 or Less	60 Days	90 or More	TOTAL NET AMOUNT DUE
185.85	0.00	0.00	185.85

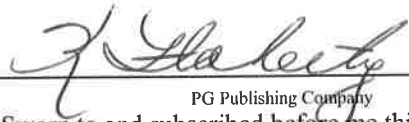
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Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951


Commonwealth of Pennsylvania, County of Allegheny, ss K. Flaherty, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the _____ regular _____ editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

12, 19, 26 of August, 2017

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette, that, as such agent, affiant is duly authorized to verify the foregoing statement under oath, that affiant is not interested in the subject matter of the afore said notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.



PG Publishing Company
Sworn to and subscribed before me this day of:
August 28, 2017



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Findlay Twp., Allegheny County
My Commission Expires Jan. 31, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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ALLEGHENY COUNTY HEALTH DEPT-LEG
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To PG Publishing Company

Total ----- \$185.85

Publisher's Receipt for Advertising Costs

PG PUBLISHING COMPANY, publisher of the Pittsburgh Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

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PG Publishing Company, a Corporation, Publisher of
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I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

COPY OF NOTICE OR PUBLICATION

Solicitation of Interest for Municipal Waste Disposal Capacity and Optional Integrated Waste and Recycling Program Support Allegheny County, in Western Pennsylvania, is updating its County Municipal Waste Management Plan in accordance with the provisions of Pennsylvania Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act. As required in the Act, the County has prepared a Solicitation of Interest (SOI) for the purpose of obtaining ten (10) year commitments, beginning on January 1, 2019 and continuing through December 30, 2029, with renewal options, for disposal capacity for the municipal waste (MSW) generated within Allegheny County during that period. The waste facilities to be considered in the County Plan Update must be permitted and fully available for use prior to January 1, 2019. SOI Respondents are also asked to consider supporting the sustainability of integrated waste and recycling programs in Allegheny County. Transfer Stations wishing to be included in the Allegheny County Solid Waste Management Plan, who handle municipal waste (MSW) from Allegheny County, should also request submission requirements from Ms. Duncan, whose information is provided below. To obtain a hard copy or electronic copy of the SOI, please email Ms. Ashley N. Duncan, P.E. at aduncan@bartonandloguidice.com. Submittals are due no later than 4:00 p.m. E.S.T. on Friday September 1, 2017.

Table 1 – SOI Completeness Summary

**Table 1
Allegheny County Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity and Integrated Waste and Recycling Services Support
Completeness Review**

Respondent	Advanced Disposal Landfill	Joseph J Brunner Landfill	Seneca Landfill	Arden Landfill	Kelly Run Landfill	Monroeville Landfill	Northwest Landfill	South Hills Landfill	Valley Landfill	Westmoreland Sanitary Landfill (Tervita)	Carbon Limestone Landfill, LLC	Greenridge Reclamation Landfill, LLC	Imperial Landfill (Allied Waste)	Evergreen Landfill	Tri-County Transfer Station	Ambridge Transfer Station	Valley Waste Transfer Station
Landfill and Waste To Energy Facility Submissions																	
1. Cover Letter	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
2. Before Submission Deadline	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
3. Included Proper Forms	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
4. Completed in Ink or Typewritten	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
5. Disclaimer Statement	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
6. Correct Number of Copies	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
1. Correct Term of Contract	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
2. Type and Estimated Quantities of Waste to Be Accepted	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
3. Proposed Rate Schedule	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
4. Company Experience and Operating History	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
Lawsuit/regulatory actions/fines	X ¹	X ⁵	X ⁹	X ¹³	N/A	X ¹⁵	X ¹⁶	X ¹⁷	X ¹⁸	X ¹⁹	X ²¹	X ²³	X ²³	N/A			
Company Obligations	X ²	X ⁶	X ¹⁰	X ¹⁴	X ¹⁴	X ¹⁴	X ¹⁴	X ¹⁴	X ¹⁴	X	X ²²	X ²⁴	X ²⁶	X ²⁷			
Contingency Plans	X ³	X ⁷	X ¹¹	X	X	X		X	X	X	X	X	X	X			
Deviations from RFP Scope or Specifications	X ⁴	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X ²⁸	N/A	N/A			
5. Agreement to Terms and Conditions of RFP, Sealed	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
6. Willingness To Accept Waste, 1st 5 Yrs/ 2nd 5 Yrs	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/no	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes	yes/yes			
7. Min. Tons/yr Guaranteed MSW/ Yr (conventional MSW + C&D)	26,000	12,000	120,000	160,160	160,160	317,200		160,160	160,160	4,000 ²⁰	100,000	156,000	187,200	26,000			
8. Tons of Donated LF Capacity/yr	100	100	100	575	575	575	100	575	575	100	100	100	100	100			
9. Integrated Waste Services - Does respondent agree to indicate whether, and include ideas how it might support an enhanced and sustainable integrated waste and recyclables management program	X	X ⁸	X	X	X	X	X	X	X	X	X	X	X	X			

Table 1
Allegheny County Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity and Integrated Waste and Recycling Services Support
Completeness Review

Respondent	Advanced Disposal Landfill	Joseph J Brunner Landfill	Seneca Landfill	Arden Landfill	Kelly Run Landfill	Monroeville Landfill	Northwest Landfill	South Hills Landfill	Valley Landfill	Westmoreland Sanitary Landfill (Tervita)	Carbon Limestone Landfill, LLC	Greenridge Reclamation Landfill, LLC	Imperial Landfill (Allied Waste)	Evergreen Landfill	Tri-County Transfer Station	Ambridge Transfer Station	Valley Waste Transfer Station
10. Integrated Waste Services - Does the respondent affirm its willingness to enter good faith negotiations with Allegheny County to work to identify ways in which respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
11. Notarized Non-Collusion Affidavit	X	X	X	X	X	X	X	X	X	X	X		X	X			
12. Landfill Questionnaire	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
Background Information	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
Permit Information	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
Description of Facility	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
Expansion Plans	N/A	N/A	X ¹²	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X ²⁵	N/A	N/A			
13. Resource Recovery/Other Processing Facility Questionnaire																	
Background Information																	
Permit Information																	
Description of Facility																	
Expansion Plans																	
14. Transfer Station Submission																	
Deliver waste from the Region only to Designated Facilities listed in the Allegheny County Plan															X	X	X
Agreeing to accurately track and report the quantities and types of municipal waste accepted and transferred from the County, by county of origin from which the transfer station receives the waste.															X	X	X
Agreeing to submit a copy of your current transfer station operating permit															X		X

= Shading indicates that proposal is missing this information.

= Shading indicates proposal was received as part of a secondary outreach

N/A= Not applicable

Notes:

1. Chestnut Valley Landfill entered into a Consent Order regarding odor control. All provisions of the CO&A were addressed and the order completed.
2. German Township (all haz. waste) and Fayette County
3. Advanced Disposal Services Greentree Landfill and Advanced Disposal Services Mostoller Landfill
4. Proposed rates which are inclusive of local, state, and federal taxes shall be reviewed and amended should local, state, or federal entities enact changes to those taxes. Additionally, a review of the rates shall be deemed necessary should the County seek voluntary support for recycling programs in the form of fees.
5. Actions and Descriptions were provided in an attachment to the SOI submission. Most recent action appears to be from 6/17, in which a roll-off container was not fireproof, leak-proof, nor constructed to be easily cleaned.
6. Beaver County and Butler County
7. Imperial Landfill
8. Willing to continue the fee to Allegheny County to support their recycling programs.
9. Actions provided in attachment to the SOI response. Most recent action was in 5/2016 where a storage tank paint was in need of repair.
10. See attachment 4.c for Seneca Landfill's existing County obligations
11. Material will be Transferred via Seneca Landfill Transfer Station to other permitted facilities.
12. There are 6 remaining cells permitted for expansion within Area D
13. Actions provided in attachment C to the SOI response. Most recent action was in 5/2017 where is was noted the site disposed of unapproved waste.
14. See Section 4.c and attachment C, subheadings: "Current Counties Utilizing the Facility" and "Host Agreements"
15. Actions provided in attachment C to the SOI response. Most recent action was in 12/2016 where it was noted the landfill accepted unapproved waste.
16. Actions provided in attachment C to the SOI response. Most recent action was in 11/2016 for failure to comply to Operational Plan and failure to address and document problems/deficiencies found during inspections.
17. Actions provided in attachment C to the SOI response. Most recent action was in 9/2014 for failure to correct issues found during daily inspections promptly.
18. Actions provided in attachment C to the SOI response. Most recent action was in 12/2016 where it was noted the landfill accepted unapproved waste.
19. Actions provided at end of SOI submission. Most recent action was in 8/2007 for lack of dust suppression, lack of gas monitoring, failure to address gas and water monitoring wells in excess of limits and lack visible emission and odor inspection records.
20. Offering a maximum daily acceptance of 500 tons (25% of daily maximum) for all forms of waste. (MSW, C&D, Sewage Sludge and Residual).
21. Carbon Limestone is currently in negotiations with the Ohio EPA to develop a plan to reduce some HOV wells with high temperatures. The issues are to be resolved with Findings and Orders, expected to be signed in the next few weeks.
22. Allegheny County, City of New Castle, Village of Bessemer, City of Cortland, Washington County, Village of Newton, City of Girard, Liberty Township, Beaver County, Falls, City of Struthers, City of Hubbard, City of Youngstown, City of Campbell, City of Niles, Shenango Township, Village of Lowellville (leachate disposal)
23. No current NOVs pending. Facility provided a list of past NOVs
24. Allegheny County, Butler County, New Stanton, Murrysville, Washington County, Armstrong County, Borough Youngwood, Plum Borough, Greene County, Mt. Pleasant Borough, Westmoreland County, Export Borough, Delmont Borough, Penn Township, Hunker Borough, Fallowfield Township, Oakmont Borough, Beaver County, City of Latrobe, East Huntingdon Township
25. Anticipated submittal of an Expansion Permit Application to expand the facility on a contiguous 133 acres to the east of the current footprint.
26. Allegheny County, Butler County, New Stanton, Murrysville, Washington County, Armstrong County, Borough Youngwood, Plum Borough, Greene County, Mt. Pleasant Borough, Westmoreland County, Export Borough, Delmont Borough, Penn Township, Hunker Borough, Fallowfield Township, Oakmont Borough, Beaver County, City of Latrobe, East Huntingdon Township

Table 2 – SOI Response Ceiling Tipping Fees

Table 2
Allegheny County Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity and Integrated Waste and Recycling Services Support
Max. Tipping Fees at Disposal Sites Submitted by Respondent

Municipal Solid Waste

	Advanced Disposal Landfill ¹	Joseph J. Bruner Landfill ²	Seneca Landfill ³	Arden Landfill	Kelly Run Landfill	Monroeville Landfill	Northwest Landfill	South Hills Landfill	Valley Landfill	Westmoreland Sanitary Landfill (Tervita) ⁴	Carbon Limestone Landfill, LLC ⁶	Greenridge Reclamation Landfill, LLC ⁷	Imperial Landfill (Allied Waste) ⁷	Evergreen Landfill	Tri-County Transfer Station ⁵	Ambridge Transfer Station ⁵	Valley Waste Transfer Station ⁵
	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
Year 1 - 2019	\$58.00	\$80.00	\$110.00	\$87.91	\$90.61	\$114.13	\$97.41	\$114.13	\$114.13	\$33.00	\$60.00	\$99.00	\$99.00	\$93.27	N/A	N/A	N/A
Year 2 - 2020	\$59.74	\$80.00	\$110.00	\$90.54	\$93.33	\$117.56	\$100.33	\$117.56	\$117.56	\$33.00	\$62.00	\$102.97	\$102.97	\$96.07	N/A	N/A	N/A
Year 3 - 2021	\$61.53	\$80.00	\$110.00	\$93.26	\$96.13	\$121.09	\$103.34	\$121.09	\$121.09	\$33.00	\$64.00	\$107.09	\$107.09	\$98.95	N/A	N/A	N/A
Year 4 - 2022	\$63.38	\$80.00	\$110.00	\$96.06	\$99.01	\$124.72	\$106.44	\$124.72	\$124.72	\$33.00	\$66.00	\$115.82	\$115.82	\$101.92	N/A	N/A	N/A
Year 5 - 2023	\$65.28	\$80.00	\$110.00	\$98.94	\$101.98	\$128.46	\$109.63	\$128.46	\$128.46	\$33.00	\$68.00	\$120.45	\$120.45	\$104.98	N/A	N/A	N/A
Year 6 - 2024	\$67.24	\$80.00	\$110.00	\$101.91	\$105.04	\$132.31	\$112.92	\$132.31	\$132.31	\$33.00	\$70.00	\$125.27	\$125.27	\$108.13	N/A	N/A	N/A
Year 7 - 2025	\$69.26	\$120.00	\$110.00	\$104.97	\$108.19	\$136.28	\$116.31	\$136.28	\$136.28	\$33.00	\$72.00	\$125.27	\$125.27	\$111.37	N/A	N/A	N/A
Year 8 - 2026	\$71.33	\$120.00	\$110.00	\$108.12	\$111.44	\$140.37	\$119.80	\$140.37	\$140.37	\$33.00	\$74.00	\$125.27	\$125.27	\$114.71	N/A	N/A	N/A
Year 9 - 2027	\$73.47	\$120.00	\$110.00	\$111.36	\$114.78	\$144.58	\$123.39	\$144.58	\$144.58	\$33.00	\$76.00	\$125.27	\$125.27	\$118.15	N/A	N/A	N/A
Year 10 - 2028	\$75.68	\$120.00	\$110.00	\$114.70	\$118.22	\$148.92	\$127.09	\$148.92	\$148.92	\$33.00	\$78.00	\$125.27	\$125.27	\$121.69	N/A	N/A	N/A
Year 11 - 2029	\$77.95	\$120.00	\$110.00	\$118.14	\$121.77	\$153.39	\$130.90	\$153.39	\$153.39	\$33.00	\$80.00	\$125.27	\$125.27	\$125.34	N/A	N/A	N/A
Year 12 - 2030	\$80.28	\$120.00	\$110.00	\$121.68	\$125.42	\$157.99	\$134.83	\$157.99	\$157.99	\$33.00	\$82.00	\$125.27	\$125.27	\$129.10	N/A	N/A	N/A

Construction and Demolition Waste

	Advanced Disposal Landfill ¹	Joseph J. Bruner Landfill ²	Seneca Landfill ³	Arden Landfill	Kelly Run Landfill	Monroeville Landfill	Northwest Landfill	South Hills Landfill	Valley Landfill	Westmoreland Sanitary Landfill (Tervita) ⁴	Carbon Limestone Landfill, LLC ⁶	Greenridge Reclamation Landfill, LLC ⁷	Imperial Landfill (Allied Waste) ⁷	Evergreen Landfill	Tri-County Transfer Station ⁵	Ambridge Transfer Station ⁵	Valley Waste Transfer Station ⁵
	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
Year 1 - 2019	\$58.00	\$80.00	\$110.00	\$113.54	\$90.61	\$114.13	\$97.41	\$114.13	\$114.13	\$34.00	\$55.00	\$99.00	\$99.00	\$93.27	N/A	N/A	N/A
Year 2 - 2020	\$59.74	\$80.00	\$110.00	\$116.94	\$93.33	\$117.56	\$100.33	\$117.56	\$117.56	\$34.00	\$57.00	\$102.97	\$102.97	\$96.07	N/A	N/A	N/A
Year 3 - 2021	\$61.53	\$80.00	\$110.00	\$120.45	\$96.13	\$121.09	\$103.34	\$121.09	\$121.09	\$34.00	\$59.00	\$107.09	\$107.09	\$98.95	N/A	N/A	N/A
Year 4 - 2022	\$63.38	\$80.00	\$110.00	\$124.06	\$99.01	\$124.72	\$106.44	\$124.72	\$124.72	\$34.00	\$61.00	\$115.82	\$115.82	\$101.92	N/A	N/A	N/A
Year 5 - 2023	\$65.28	\$80.00	\$110.00	\$127.78	\$101.98	\$128.46	\$109.63	\$128.46	\$128.46	\$34.00	\$63.00	\$120.45	\$120.45	\$104.98	N/A	N/A	N/A
Year 6 - 2024	\$67.24	\$80.00	\$110.00	\$131.61	\$105.04	\$132.31	\$112.92	\$132.31	\$132.31	\$34.00	\$65.00	\$125.27	\$125.27	\$108.13	N/A	N/A	N/A
Year 7 - 2025	\$69.26	\$120.00	\$110.00	\$135.56	\$108.19	\$136.28	\$116.31	\$136.28	\$136.28	\$34.00	\$67.00	\$125.27	\$125.27	\$111.37	N/A	N/A	N/A
Year 8 - 2026	\$71.33	\$120.00	\$110.00	\$139.63	\$111.44	\$140.37	\$119.80	\$140.37	\$140.37	\$34.00	\$69.00	\$125.27	\$125.27	\$114.71	N/A	N/A	N/A
Year 9 - 2027	\$73.47	\$120.00	\$110.00	\$143.82	\$114.78	\$144.58	\$123.39	\$144.58	\$144.58	\$34.00	\$71.00	\$125.27	\$125.27	\$118.15	N/A	N/A	N/A
Year 10 - 2028	\$75.68	\$120.00	\$110.00	\$148.13	\$118.22	\$148.92	\$127.09	\$148.92	\$148.92	\$34.00	\$73.00	\$125.27	\$125.27	\$121.69	N/A	N/A	N/A
Year 11 - 2029	\$77.95	\$120.00	\$110.00	\$152.57	\$121.77	\$153.39	\$130.90	\$153.39	\$153.39	\$34.00	\$75.00	\$125.27	\$125.27	\$125.34	N/A	N/A	N/A
Year 12 - 2030	\$80.28	\$120.00	\$110.00	\$157.15	\$125.42	\$157.99	\$134.83	\$157.99	\$157.99	\$34.00	\$77.00	\$125.27	\$125.27	\$129.10	N/A	N/A	N/A

Sewage Sludge

	Advanced Disposal Landfill ¹	Joseph J. Bruner Landfill ²	Seneca Landfill ³	Arden Landfill	Kelly Run Landfill	Monroeville Landfill	Northwest Landfill	South Hills Landfill	Valley Landfill	Westmoreland Sanitary Landfill (Tervita) ⁴	Carbon Limestone Landfill, LLC ⁶	Greenridge Reclamation Landfill, LLC ⁷	Imperial Landfill (Allied Waste) ⁷	Evergreen Landfill	Tri-County Transfer Station ⁵	Ambridge Transfer Station ⁵	Valley Waste Transfer Station ⁵
	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
Year 1 - 2019	\$62.00	\$80.00	\$110.00	\$87.91	\$90.61	\$114.13	\$97.41	\$114.13	\$114.13	\$35.00	\$60.00	\$99.00	\$99.00	\$93.27	N/A	N/A	N/A
Year 2 - 2020	\$63.86	\$80.00	\$110.00	\$90.54	\$93.33	\$117.56	\$100.33	\$117.56	\$117.56	\$35.00	\$62.00	\$102.97	\$102.97	\$96.07	N/A	N/A	N/A
Year 3 - 2021	\$65.78	\$80.00	\$110.00	\$93.26	\$96.13	\$121.09	\$103.34	\$121.09	\$121.09	\$35.00	\$64.00	\$107.09	\$107.09	\$98.95	N/A	N/A	N/A
Year 4 - 2022	\$67.75	\$80.00	\$110.00	\$96.06	\$99.01	\$124.72	\$106.44	\$124.72	\$124.72	\$35.00	\$66.00	\$115.82	\$115.82	\$101.92	N/A	N/A	N/A
Year 5 - 2023	\$69.78	\$80.00	\$110.00	\$98.94	\$101.98	\$128.46	\$109.63	\$128.46	\$128.46	\$35.00	\$68.00	\$120.45	\$120.45	\$104.98	N/A	N/A	N/A
Year 6 - 2024	\$71.87	\$80.00	\$110.00	\$101.91	\$105.04	\$132.31	\$112.92	\$132.31	\$132.31	\$35.00	\$70.00	\$125.27	\$125.27	\$108.13	N/A	N/A	N/A
Year 7 - 2025	\$74.03	\$120.00	\$110.00	\$104.97	\$108.19	\$136.28	\$116.31	\$136.28	\$136.28	\$35.00	\$72.00	\$125.27	\$125.27	\$111.37	N/A	N/A	N/A
Year 8 - 2026	\$76.25	\$120.00	\$110.00	\$108.12	\$111.44	\$140.37	\$119.80	\$140.37	\$140.37	\$35.00	\$74.00	\$125.27	\$125.27	\$114.71	N/A	N/A	N/A
Year 9 - 2027	\$78.54	\$120.00	\$110.00	\$111.36	\$114.78	\$144.58	\$123.39	\$144.58	\$144.58	\$35.00	\$76.00	\$125.27	\$125.27	\$118.15	N/A	N/A	N/A
Year 10 - 2028	\$80.90	\$120.00	\$110.00	\$114.70	\$118.22	\$148.92	\$127.09	\$148.92	\$148.92	\$35.00	\$78.00	\$125.27	\$125.27	\$121.69	N/A	N/A	N/A
Year 11 - 2029	\$83.32	\$120.00	\$110.00	\$118.14	\$121.77	\$153.39	\$130.90	\$153.39	\$153.39	\$35.00	\$80.00	\$125.27	\$125.27	\$125.34	N/A	N/A	N/A
Year 12 - 2030	\$85.83	\$120.00	\$110.00	\$121.68	\$125.42	\$157.99	\$134.83	\$157.99	\$157.99	\$35.00	\$82.00	\$125.27	\$125.27	\$129.10	N/A	N/A	N/A

Table 2 - cont.
Allegheny County Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity and Integrated Waste and Recycling Services Support
Max. Tipping Fees at Disposal Sites Submitted by Respondent

Regulated Medical Waste

	Advanced Disposal Landfill ¹	Joseph J. Bruner Landfill ²	Seneca Landfill ³	Arden Landfill	Kelly Run Landfill	Monroeville Landfill	Northwest Landfill	South Hills Landfill	Valley Landfill	Westmoreland Sanitary Landfill (Tervita) ⁴	Carbon Limestone Landfill, LLC ⁵	Greenridge Reclamation Landfill, LLC ⁷	Imperial Landfill (Allied Waste) ⁷	Evergreen Landfill	Tri-County Transfer Station ⁵	Ambridge Transfer Station ⁵	Valley Waste Transfer Station ⁵
	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
Year 1 - 2017	N/A	N/A	\$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 2 - 2018	N/A	N/A	\$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 3 - 2019	N/A	N/A	\$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 4 - 2020	N/A	N/A	\$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 5 - 2021	N/A	N/A	\$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 6 - 2022	N/A	N/A	\$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 7 - 2023	N/A	N/A	\$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 8 - 2024	N/A	N/A	\$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 9 - 2025	N/A	N/A	\$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 10 - 2026	N/A	N/A	\$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year 11 - 2027	N/A	N/A	\$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Bulky Waste

	Advanced Disposal Landfill ¹	Joseph J. Bruner Landfill ²	Seneca Landfill ³	Arden Landfill	Kelly Run Landfill	Monroeville Landfill	Northwest Landfill	South Hills Landfill	Valley Landfill	Westmoreland Sanitary Landfill (Tervita) ⁴	Carbon Limestone Landfill, LLC ⁵	Greenridge Reclamation Landfill, LLC ⁷	Imperial Landfill (Allied Waste) ⁷	Evergreen Landfill	Tri-County Transfer Station ⁵	Ambridge Transfer Station ⁵	Valley Waste Transfer Station ⁵
	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
Year 1 - 2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 2 - 2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 3 - 2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 4 - 2020	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 5 - 2021	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 6 - 2022	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 7 - 2023	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 8 - 2024	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 9 - 2025	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 10 - 2026	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 11 - 2027	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A

Asbestos/Contaminated Waste

	Advanced Disposal Landfill ¹	Joseph J. Bruner Landfill ²	Seneca Landfill ³	Arden Landfill	Kelly Run Landfill	Monroeville Landfill	Northwest Landfill	South Hills Landfill	Valley Landfill	Westmoreland Sanitary Landfill (Tervita) ⁴	Carbon Limestone Landfill, LLC ⁵	Greenridge Reclamation Landfill, LLC ⁷	Imperial Landfill (Allied Waste) ⁷	Evergreen Landfill	Tri-County Transfer Station ⁵	Ambridge Transfer Station ⁵	Valley Waste Transfer Station ⁵
	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
Year 1 - 2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 2 - 2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 3 - 2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 4 - 2020	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 5 - 2021	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 6 - 2022	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 7 - 2023	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 8 - 2024	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 9 - 2025	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 10 - 2026	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 11 - 2027	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A

Table 2 - cont.
Allegheny County Solicitation of Interest Process - Review of Submittal Forms
Response to SOI for Waste Disposal Capacity and Integrated Waste and Recycling Services Support
Max. Tipping Fees at Disposal Sites Submitted by Respondent

Residual

	Advanced Disposal Landfill ¹	Joseph J. Bruner Landfill ²	Seneca Landfill ³	Arden Landfill	Kelly Run Landfill	Monroeville Landfill	Northwest Landfill	South Hills Landfill	Valley Landfill	Westmoreland Sanitary Landfill (Tervita) ⁴	Carbon Limestone Landfill, LLC ⁶	Greenridge Reclamation Landfill, LLC ⁷	Imperial Landfill (Allied Waste) ⁷	Evergreen Landfill	Tri-County Transfer Station ⁵	Ambridge Transfer Station ⁵	Valley Waste Transfer Station ⁵
	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
Year 1 - 2017	N/A	N/A	\$110.00	N/A	N/A	N/A	N/A	N/A	N/A	\$34.00	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 2 - 2018	N/A	N/A	\$110.00	N/A	N/A	N/A	N/A	N/A	N/A	\$34.00	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 3 - 2019	N/A	N/A	\$110.00	N/A	N/A	N/A	N/A	N/A	N/A	\$34.00	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 4 - 2020	N/A	N/A	\$110.00	N/A	N/A	N/A	N/A	N/A	N/A	\$34.00	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 5 - 2021	N/A	N/A	\$110.00	N/A	N/A	N/A	N/A	N/A	N/A	\$34.00	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 6 - 2022	N/A	N/A	\$110.00	N/A	N/A	N/A	N/A	N/A	N/A	\$34.00	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 7 - 2023	N/A	N/A	\$110.00	N/A	N/A	N/A	N/A	N/A	N/A	\$34.00	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 8 - 2024	N/A	N/A	\$110.00	N/A	N/A	N/A	N/A	N/A	N/A	\$34.00	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 9 - 2025	N/A	N/A	\$110.00	N/A	N/A	N/A	N/A	N/A	N/A	\$34.00	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 10 - 2026	N/A	N/A	\$110.00	N/A	N/A	N/A	N/A	N/A	N/A	\$34.00	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 11 - 2027	N/A	N/A	\$110.00	N/A	N/A	N/A	N/A	N/A	N/A	\$34.00	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A

Contaminated Soil

	Advanced Disposal Landfill ¹	Joseph J. Bruner Landfill ²	Seneca Landfill ³	Arden Landfill	Kelly Run Landfill	Monroeville Landfill	Northwest Landfill	South Hills Landfill	Valley Landfill	Westmoreland Sanitary Landfill (Tervita) ⁴	Carbon Limestone Landfill, LLC ⁶	Greenridge Reclamation Landfill, LLC ⁷	Imperial Landfill (Allied Waste) ⁷	Evergreen Landfill	Tri-County Transfer Station ⁵	Ambridge Transfer Station ⁵	Valley Waste Transfer Station ⁵
	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
Year 1 - 2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 2 - 2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 3 - 2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 4 - 2020	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 5 - 2021	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 6 - 2022	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 7 - 2023	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 8 - 2024	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 9 - 2025	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 10 - 2026	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A
Year 11 - 2027	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See Note 6	N/A	N/A	N/A	N/A	N/A	N/A

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

SOI submitted as part of a secondary outreach

Notes:

1. Any additional bulky waste fees will be based on the estimated density of the bulky wastes versus the current fee at the facility's most recent density measurements.
2. May charge bulky materials like foam padding at a yardage sale.
3. Annual escalation rate based on Consumer Price Index (CPI-U), 7% minimum
4. Annual escalation rate, 3%
5. Transfer Station Max. Tip Fee Submission Not Required by SOI.
6. If accepted, all other wastes may be disposed at the same ceiling tipping fee as was provided for MSW.
7. Annual escalation rate, 4% through 2024. Adjustment in unit cost of 10% if variations in sludge characteristics

Table 3 – Back-Up Disposal Facilities

**TABLE 3 – SOLICITATION OF INTEREST (SOI) BACK-UP DISPOSAL FACILITIES
FOR WASTE DISPOSAL CAPACITY – ALLEGHENY COUNTY**

	Disposal Facility (Respondent)	Proposed Back-Up Facility
1	WM Valley LF	Other WM Facilities
2	WM Arden LF	Other WM Facilities
3	WM Kelly Run LF	Other WM Facilities
4	WM Monroeville LF	Other WM Facilities
5	WM Northwest Sanitary LF	None ⁽¹⁾
6	WM South Hills LF	Other WM Facilities
7	JJ Brunner	Republic Services Imperial LF and Others
8	Vogel Disposal Services Seneca LF	None ⁽²⁾
9	Advanced Disposal's Chestnut Valley LF	Other Advanced Disposal Facilities (including but not limited to: Greentree LF and Mostoller LF)
10	Westmoreland Sanitary LF	None
11	Carbon Limestone LF	Other Republic Services Facilities (including but not limited to: Greenridge Reclamation and Imperial LF)
12	Greenridge Reclamation LF	Other Republic Services Facilities (including but not limited to: Carbon Limestone LF and Imperial LF)
13	Imperial LF (Allied Waste)	Other Republic Services Facilities (including but not limited to: Greenridge Reclamation and Carbon Limestone LF)
14	WM Evergreen LF	Other WM Facilities

⁽¹⁾ Northwest Sanitary LF did not specify any proposed back-up disposal facilities in their SOI response.

⁽²⁾ Vogel Disposal Services is seeking to expand the Seneca LF disposal capacity per their SOI response.

Recommendations Memo

Barton & Loguidice

MEMORANDUM

TO: Allegheny County SWAC Committee Members
Allegheny County Council
Allegheny County Solicitor
Allegheny County Department of Health

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

DATE: December 4, 2017

RE: Allegheny County Municipal Waste Management Plan – 2018 Update
Solicitation of Interest for Municipal Waste Processing/ Disposal Capacity
SOI Submissions, B&L/E.Holdings Tabulations and Recommendations
Recommendations for Selection of Disposal Facilities

A Solicitation of Interest (SOI) document was prepared by Barton & Loguidice (B&L), under contract with Allegheny County, seeking submissions from waste processing/ disposal facilities that meet minimum requirements and are willing to commit up to ten years of processing/ disposal capacity for acceptance of Allegheny County's municipal waste, as required by the PA Act 101 County Municipal Waste Planning Process. This SOI document also solicited optional "free" public-service disposal capacity for illegal dump cleanups and similar activities, and asked Respondents to indicate their willingness to enter further discussions, outside of the SOI process, regarding possible support for integrated waste management and recycling programs in Allegheny County. The SOI contained minimum criteria under which Submittals were reviewed in a "pass-fail" screening process, in which items such as minimum quantity and duration guarantees for disposal capacity assurance and other items were evaluated for compliance with the requirements of the SOI. Any facility that "passed" the screening process became eligible for further consideration by Allegheny County, at the County's option, to enter a disposal contract with the County to provide processing/ disposal services.

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

The above-referenced Solicitation of Interest document was prepared and advertised for release in August of 2017 in the PA Bulletin, the Pittsburgh Post-Gazette and the nationally circulated Waste Advantage trade publication. In addition, direct SOI release announcements were mailed to facilities that had accepted 25,000 tons or greater of municipal waste, annually, from Allegheny County over the past several years, and to other landfills and transfer stations that were known to be serving the geographic region. In addition to the public advertisements, a total of 25 advertisement letters were mailed directly to facilities.

Barton & Loguidice

The original Submittal due date of September 1, 2017 was extended until September 15, 2017 due to a request for extension from an SOI respondent. A total of ten (10) landfills and three (3) transfer stations submitted responses to the SOI.

REVIEW OF SUBMITTALS AND COMPLETENESS

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

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

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

Table 1 summarizes the Submittal information received from Respondents. Deficiencies in some portions of Submittals were believed to be minor, and were addressed as noted below.

1. Northwest Landfill did not provide a backup disposal facility or submit a minimum guaranteed tonnage for any waste type as part of their SOI response. It is assumed that this information may be obtained through individual discussions with the facility and is not a significant omission to deny their inclusion in the Plan Update. Additionally, Northwest Landfill only agreed to accept Allegheny County waste for the first five (5) years of the proposed ten (10) year planning period. Although the intent of the SOI was to assure disposal capacity from each facility for the entire ten (10) year planning period, based on the current acceptance of Allegheny County waste at the Northwest Landfill, it is recommended to contract with this facility for five (5) years to provide haulers convenient access to yet another disposal facility.

ELIGIBILITY FOR CONSIDERATION FOR A CONTRACT WITH ALLEGHENY COUNTY

Two transfer stations that responded to the SOI signed and returned the draft Transfer Station Agreement that was a part of the SOI, and the third transfer station responded to the SOI with a cover letter stating that they will abide by the conditions identified in the SOI. The transfer station responses document their conformance to the SOI and Plan Update process and their commitment to follow the requirements of the SOI for transfer stations.

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Acknowledging the satisfactory resolution of the Submittal inconsistencies, concerns and/ or omissions documented above with the SWAC on November 30th, it appears that each of the ten (10) landfill submissions meet the minimum requirements of the SOI, and each of these sites is eligible for potential inclusion in the Plan Update.

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

TRANSFER STATION AND DISPOSAL SITE SELECTION RECOMMENDATIONS

B&L explained the intent of the County Health Department regarding the structure of the SOI, and reviewed the responses to the SOI from waste transfer stations and disposal facilities with the SWAC at a meeting on November 30, 2017.

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

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

- All disposal facilities have indicated their willingness to voluntarily donate free dump cleanup disposal capacity to Allegheny County agencies and organizations on an annual basis (as listed in Table 1). Contracts with multiple disposal sites will secure multiple donation commitments.
- It is important to recognize disposal sites that are currently used by Allegheny County's waste haulers. As documented in Table 3.1 of Chapter 3, the large majority of Allegheny County's MSW (approximately 59%) that was disposed between 2011 and 2016 was taken to the facilities which responded to the SOI. As part of the initial SOI, Greenridge Reclamation Landfill and Imperial Landfill did not respond. It shall be noted that these facilities take the remaining 40% of Allegheny County generated waste.
- Regulated medical waste (RMW) generated in Allegheny County is currently disposed of at the Monroeville Landfill. Based on the lack of RMW disposal capabilities (a Special Handling type of MSW) by the majority of the Respondents, it is recommended to include Monroeville Landfill in the Plan Update to assure disposal capacity of RMW.

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- The majority of sewage sludge is currently disposed of at Imperial Landfill, which suggests that this facility shall be included in the Plan Update to satisfy the disposal needs of this waste stream. This facility alone cannot provide enough disposal capacity to meet all of Allegheny County's projected disposal capacity over the ten year planning period.
- The majority of ash waste is currently accepted at Monroeville Landfill and Imperial Landfill (did not respond to the SOI), which would suggest that multiple disposal site contracts are warranted for disposal capacity assurance of ash waste.
- The majority of asbestos waste is currently disposed of at the Imperial Landfill, which suggests that this facility shall be included in the Plan Update to satisfy the disposal needs of this waste stream. Although this facility did not respond to the initial SOI, it is recommended to contract with this facility as part of the Plan Update to ensure disposal capacity of this waste stream over the planning period.
- Tipping fees reported in Table 2 of this memorandum, although acknowledged to be "ceiling" rates, are quite variable, and suggest that a Respondent with the most attractive ceiling tip fees should be included in the contracted disposal sites.
- The geographic distribution of Respondents was a consideration, acknowledging that proximity of disposal sites to various areas of the County's residents is important, due to the potential impact of hauling costs on the County's citizens and businesses.
- Each of the ten (10) recommended disposal sites responded positively regarding their willingness to further discuss possible forms of support for the sustainability of integrated waste and recycling programs in Allegheny County. It was recommended that these discussions be pursued by the County, outside of this SOI contracting process, at least with the landfills and transfer stations that Allegheny County chooses to enter contracts.

B&L recommended that Allegheny County execute Disposal Capacity Agreements with the ten (10) recommended disposal facilities and the three (3) recommended waste transfer stations no later than December 31, 2018, when the County's current waste disposal contracts expire. Additionally, B&L requested permission from Allegheny County, SWAC members, and PADEP to allow B&L to outreach to Greenridge Reclamation Landfill and Imperial Landfill to submit a SOI response. Based on the tonnage of material these facilities have accepted over the past ten (10) years, it seems necessary to contract with these facilities as part of the Plan Update. It shall be noted that both of these facilities were sent the SOI release notification as part of the direct mailers. As part of this discussion, Allegheny County requested outreach to the permitted transfer stations within the County. The SWAC members agreed and B&L agreed to make the outreach to the permitted transfer stations within the County to complete a SOI.

There is a need to include a procedure to add facilities to the Plan Update (after its adoption). Since it is difficult to foresee all circumstances that may occur with disposal sites that may require Allegheny County to evaluate other waste disposal facilities prior to the end of the ten (10) year planning period, B&L recommends to include in the Plan Update a procedure to accommodate adding additional facilities to the Plan. Allegheny County shall retain the sole option of whether to entertain an application for inclusion in the Allegheny County Plan Update, based on the needs of the County at that time.

**Petition Form and
Packet for Adding Facilities**

**Allegheny County Processing/Disposal Facility
Petition Form to Use a Non-Designated Facility**

Purpose of Petitioning Process - Allegheny County has secured a sufficient amount of disposal capacity for all municipal waste generated from County residents and businesses. However, the County's Plan has defined a process by which a hauler or municipality may be able to use another facility not designated in the Plan Update. This form is used to notify the County of a party's interest in using another facility and to provide the County with the necessary information to contact a facility representative to determine whether the facility is legally permitted and operating in accordance with the provisions of its permit. Upon receipt of the Petition Form, Allegheny County will send the facility a Submittal Form that must be completed and returned to Allegheny County. Please complete this form and forward to the:

**Allegheny County
Allegheny County Health Department
Attention: Recycling Coordinator
3901 Penn Avenue, Building 5
Pittsburgh, PA 15224**

Petitioning Party's Name: _____
Address: _____

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

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

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

Prepared by:

BARTON & LOGUIDICE, D.P.C.

for
Allegheny County, Pennsylvania

December 2017

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

1. Background

The Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Pennsylvania’s “Act 101”) authorizes Allegheny County (“the County”), as part of its Solid Waste Management Plan that is under development (“County Plan”), to provide capacity assurance for the processing and/or disposal of all municipal waste expected to be generated within Allegheny County for a period of at least ten (10) years, and to solicit support for sustaining and/or enhancing an integrated waste and recyclables management program in the County. A location map of Allegheny County is presented in Figure 1-1. A County Solid Waste Advisory Committee is guiding and overseeing the development of the County Plan.

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

Act 101 requires that municipal waste plans look at ways to increase and maximize recycling, where practical, and to determine ways to make recycling programs sustainable. This goal is consistent with the County’s interest in looking at ways to identify strategies to help sustain and/or enhance current recycling opportunities in the County, in particular hard to recycle items such as e-Waste and HHW. This SOI incorporates a public/private cooperation initiative via this solicitation process.

Allegheny County Municipality Map Index

1 Aleppo Township	45 Borough of Franklin Park	89 City of Pittsburgh
2 Borough of Aspinwall	46 Frazer Township	90 Borough of Pleasant Hills
3 Borough of Avalon	47 Borough of Glassport	91 Borough of Plum
4 Borough of Baldwin	84 Borough of Glen Osborne (formerly Osborne)	92 Borough of Port Vue
5 Baldwin Township	48 Borough of Glenfield	93 Borough of Rankin
6 Borough of Bell Acres	49 Borough of Green Tree	94 Reserve Township
7 Borough of Bellevue	50 Hampton Township	95 Richland Township
8 Borough of Ben Avon	51 Harmar Township	96 Robinson Township
9 Borough of Ben Avon Hts.	52 Harrison Township	97 Ross Township
10 Municipality of Bethel Park	53 Borough of Haysville	98 Borough of Rosslyn Farms
11 Borough of Blawnox	54 Borough of Heidelberg	99 Scott Township
12 Borough of Brackenridge	55 Borough of Homestead	100 Borough of Sewickley
13 Borough of Braddock	56 Indiana Township	101 Borough of Sewickley Hts.
14 Borough of Braddock Hills	57 Borough of Ingram	102 Borough of Sewickley Hills
15 Borough of Bradford Woods	58 Borough of Jefferson Hills	103 Shaler Township
16 Borough of Brentwood	59 Kennedy Township	104 Borough of Sharpsburg
17 Borough of Bridgeville	60 Kilbuck Township	105 South Fayette Township
18 Borough of Carnegie	61 Leet Township	106 South Park Township
19 Borough of Castle Shannon	62 Borough of Leetsdale	107 South Versailles Township
20 Borough of Chalfant	63 Borough of Liberty	108 Borough of Springdale
21 Borough of Cheswick	64 Borough of Lincoln	109 Springdale Township
22 Borough of Churchill	65 Marshall Township	110 Stowe Township
23 City of Clairton	66 Town of McCandless	111 Borough of Swissvale
24 Collier Township	67 Borough of McDonald	112 Borough of Tarentum
25 Borough of Coraopolis	68 City of McKeesport	113 Borough of Thornburg
26 Borough of Crafton	69 Borough of McKees Rocks	114 Borough of Trafford
27 Crescent Township	70 Borough of Millvale	115 Borough of Turtle Creek
28 Borough of Dormont	71 Municipality of Monroeville	116 Upper St. Clair Township
29 Borough of Dravosburg	72 Moon Township	117 Borough of Verona
30 City of Duquesne	73 Municipality of Mt. Lebanon	118 Borough of Versailles
31 East Deer Township	74 Borough of Mt. Oliver	119 Borough of Wall
32 Borough of East McKeesport	75 Borough of Munhall	120 West Deer Township
33 Borough of East Pittsburgh	76 Neville Township	121 Borough of West Elizabeth
34 Borough of Edgewood	77 North Braddock Borough	122 Borough of West Homestead
35 Borough of Edgeworth	78 North Fayette Township	123 Borough of West Mifflin
36 Borough of Elizabeth	79 North Versailles Township	124 Borough of West View
37 Elizabeth Township	80 Borough of Oakdale	125 Borough of Whitaker
38 Borough of Emsworth	81 Borough of Oakmont	126 Borough of White Oak
39 Borough of Etna	82 O'Hara Township	127 Borough of Whitehall
40 Fawn Township	83 Ohio Township	128 Wilkins Township
41 Findlay Township	85 Municipality of Penn Hills	129 Borough of Wilkinsburg
42 Borough of Forest Hills	86 Pennsbury Village	130 Borough of Wilmerdin
43 Forward Township	87 Pine Township	
44 Borough of Fox Chapel	88 Borough of Pitcairn	

2. Purpose of the Submittal Form

This Submittal Form is being issued by Allegheny County Executive Council to ensure that facilities that provide all or part of the municipal waste disposal capacity for Allegheny County are able to assure the safe disposal of this waste. This Submittal Form process is in accordance with the Allegheny County Municipal Waste Management Plan Update process. Through this Submittal Form, Allegheny County will ensure that the facility qualification process is fair, open, and flexible.

The County is designating fourteen facilities as disposal sites in the Municipal Waste Management Plan update. However, other disposal facilities may be qualified to receive County generated municipal waste any time in the future if: (1) a County licensed hauler, municipality, or business petitions the County Council concerning use of the facility; (2) the facility completes the Submittal Form for Municipal Solid Waste Disposal Services and meets the qualifications for accepting municipal waste generated in Allegheny County; and (3) the facility shall provide processing and /or disposal capacity assurance for a period of ten (10) years as may be needed by the County for that portion of the waste stream expected to be generated in Allegheny County.

This process is designed so that a facility can be qualified to accept municipal waste from Allegheny County in a reasonably expeditious timeframe. All facilities qualified to accept municipal waste generated in Allegheny County must meet the minimum federal, state, and local rules and regulations. The purpose of this Submittal Form is to ensure that all municipal waste generated in Allegheny County is transported and disposed of at licensed/permitted solid waste disposal/processing sites throughout the ten-year period. The County will require County licensed haulers to dispose of their municipal waste only at facilities qualified by the County to accept County generated municipal waste, which includes sewage sludge and construction/demolition (C&D) waste. However, it is clearly stated here that Allegheny County **will not** guarantee municipal waste quantities to any one facility. Allegheny County intends to qualify and execute agreements with facilities that meet or exceed all of the minimum qualifying criteria and that are deemed acceptable through Allegheny County's Submittal evaluation process.

Respondents will be evaluated in accordance with criteria listed in this SOI. Those that are determined to meet or exceed the minimum requirements of this SOI will be added as a Designated Facility in the Allegheny County Plan, once a disposal capacity agreement is executed and will be deemed permitted to accept MSW from Allegheny County (and may also potentially provide or otherwise support integrated services in the County), upon the execution of an appropriate Service Agreement with Allegheny County for the provision of services. The format of this Service Agreement (form of Standard Agreement is included in this SOI) will be one agreement between Allegheny County and the Designated Facility, for services by the Designated Facility to Allegheny County. Respondents that fail to execute a Service Agreement suitable to Allegheny County (in the opinion of Allegheny County) will not be added to the list of Designated Facilities that

are permitted to provide municipal waste processing/ disposal services to Allegheny County.

3. Scope of Services

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

Each Respondent is also requested to affirm its willingness to annually donate to Allegheny County municipal waste disposal capacity for non-profit activities, including, but not limited to, road cleanup adoptions and illegal dump cleanups in Allegheny County. The County encourages Respondents to provide donated disposal capacity for this purpose.

Also included in this Scope of Services is a requirement that any municipal waste transfer station proposing to accept and transfer municipal waste from Allegheny County must enter an agreement with Allegheny County, committing to 1) deliver waste from the County only to Designated Facilities listed in the Allegheny County Plan, and further, agreeing to 2) accurately track and report (to the disposal site that waste is delivered to, and to Allegheny County) the quantities and types of municipal waste accepted and transferred from Allegheny County, by county of origin from which the transfer station receives the waste. A standard form of this Transfer Station Agreement is attached to this SOI.

Each Respondent shall be responsible for providing and maintaining a processing and/ or disposal facility, and all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to process and/ or dispose of municipal waste in accordance with all applicable Allegheny County Health Department, Pennsylvania Department of Environmental Protection (PADEP) and United States Environmental Protection Agency (USEPA) rules, regulations and guidelines, and all other applicable

federal, state, and local rules, regulations, and guidelines, even if Respondent(s) is located outside of Pennsylvania.

4. Processing/ Disposal Options

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

Each Respondent must guarantee part or all of the disposal capacity identified as needed by Allegheny County for the period that is anticipated to run from January 2019 through December 2028. If only a part of the capacity needed is being offered, the Respondent must be very specific about the portion of the capacity being provided by the facility, the types of waste disposal capacity that are being provided, and the calendar year(s) of the guaranteed disposal capacity.

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

It is anticipated that the Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Services Agreement (Service Agreement) will be for an initial term of five (5) years (starting with anticipated initial deliveries in January 2019), with a 5-year contract renewal option (at Allegheny County’s option).

5. Processing/ Disposal Tonnages

It is estimated that Allegheny County will require total worst case disposal capacity annually for approximately 1,600,000 to 1,700,000 tons of municipal waste (including residential/ commercial/ institutional waste, C&D waste, recycling tonnage, infectious/ chemotherapeutic waste, asbestos, sewage sludge and other “special handling” municipal wastes, but excluding Allegheny County Residual Waste) each year, during the ten-year planning period. Table 1-1 presents a historic breakdown of quantities and types of waste that were generated by Allegheny County and disposed between 2010 and 2016.

Table 1-1
MSW Generated Within Allegheny County
and Disposed of (Net Discards) at Disposal Facilities (2010-2016)⁽¹⁾

	Municipal Waste (tons)	C&D Waste (tons)	Sewage Sludge⁽²⁾ (tons)	Other Special Handling Waste (tons)	Total Waste Receipts Disposed by Allegheny County (tons)
2010	913,014	199,463	60,893	27,549	1,200,919
2011	910,102	188,809	56,884	45,414	1,201,209
2012	892,156	191,622	59,486	44,765	1,188,029
2013	888,646	195,432	54,129	48,000	1,186,207
2014	894,248	148,959	55,969	28,235	1,127,411
2015	911,094	159,331	50,784	48,265	1,169,474
2016	909,823	138,613	44,659	69,861	1,162,956

⁽¹⁾ PADEP - County Waste Destination Reports – 2010-2016.

⁽²⁾ Only landfilled sewage sludge quantities are listed.

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

**Table 1-2
TONNAGES OF ALLEGHENY COUNTY TYPICAL MSW REQUIRING DISPOSAL
(2010-2030)**

Year	Gross County Waste Generation⁽¹⁾ (before recycling, tons)	Estimated Allegheny County Net Waste Requiring Disposal (net discards after recycling, tons)⁽²⁾
2010 (historic)	1,470,929	1,112,478
2011 (historic)	1,423,029	1,098,911
2012 (historic)	1,449,616	1,087,377
2013 (historic)	1,557,941	1,086,269
2014 (historic)	1,376,174	1,045,891
2015 (historic)	1,481,484	1,071,905
2016 (historical)	1,547,646	1,048,436
2017	1,457,390	1,030,063
2018	1,452,267	1,018,641
2019	1,447,143	1,007,220
2020	1,442,020	995,799
2021	1,437,522	984,820
2022	1,433,024	973,841
2023	1,428,526	962,862
2024	1,424,028	951,882
2025	1,419,530	940,903
2026	1,415,032	929,924
2027	1,410,533	918,945
2028	1,406,035	915,766
2029	1,401,537	910,587
2030	1,397,039	905,407
Total Tons Requiring Disposal, 2019 to 2028 Planning Period	14,263,393	9,581,963

(1) Typical MSW, C&D waste and Recycling, does not include "Special Handling Wastes".

(2) Net waste includes estimates for increased recycling through program development over 10 year planning period.

6. Integrated Waste and Recyclables Management Program Sustainability

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

This SOI anticipates that the Allegheny County Plan under development will identify the County's desire to implement a sustainable and/or enhanced Integrated Waste and Recyclables Management Program, which will contain specific goals and strategies to improve recycling, expand recycling opportunities in Allegheny County, educate the public on proper waste management and recycling programs, properly handle/ recycle/ dispose of certain specialty waste items, support the cleanup of illegally disposed waste in the County, and similar measures. The provision of a sustainable and/or enhanced Integrated Waste and Recyclables Management Program strategies in the Allegheny County Plan may require expansion of waste and recycling services currently offered in the Allegheny County.

PADEP has recently (within the last several years) reduced the amount of grant funding it provides to support recycling programs in Allegheny County (as it has throughout Pennsylvania). In addition, since about 2005, the courts have determined that county-legislated administrative fees supporting such programs are not specifically authorized under Act 101. Therefore, it is important to identify alternative methods to sustain County integrated waste and recycling services, or to support expansions of integrated waste and recyclables management programs that the new Allegheny County Plan may recommend.

Therefore, this SOI requires Respondents to consider, explain, and be willing to further discuss, options of how they may help the County provide support for a sustainable integrated waste and recyclables management program serving Allegheny County, at least for the geographical portion of the County for which the Respondent's disposal site also provides disposal services. An example of such support includes, but is not limited to, payment of a per ton negotiated plan implementation fee. It is anticipated that Allegheny County's understanding of any Respondent-proposed steps to support an integrated waste and recycling program will be identified through both the mandatory responses on this topic in the Respondent's Submission Package, as well as through possible follow-up discussions that may occur between Allegheny County and Respondent representatives during the SOI Submittal review process.

Some ideas are shared here, for possible consideration by Respondents in coming up with ideas to possibly support a sustainable and/or enhanced Allegheny County integrated waste and recyclables management program. These include, but are not limited to:

- Encourage and maintain, curbside collection programs.
- Payment of a negotiated plan implementation fee.
- Provide, maintain, and expand public drop-off collection services to be available to residents within the County.
- Expand institutional recycling programs.
- Expand commercial recycling programs.
- Expand electronics recycling programs by offering curbside collection of this material.
- Expand household hazardous waste (HHW) recycling programs by offering curbside collection of this material.
- Expand electronics and/or HHW recycling collection programs through other suggested event collections.
- Support special materials recycling collection events.
- Continue and/or expand yard waste collection and composting programs.
- Improve the effectiveness of the existing recycling programs through public information and education programs.
- Support the expansion of social media used by Allegheny County to notify residents of programs.
- Enhance notification to residents on current programs using social media outlets.
- Work with existing waste haulers to encourage recycling and waste diversion.
- Better document and report to the County the recycling that is occurring in the residential, commercial, and institutional sectors.
- Support the collection of recycling tonnages through additional County staff and/or electronic collection programs.
- Use recycling efforts and educational efforts related to recycling as a means to deter illegal dumping activities by identifying recycling as an alternative to dumping.
- Identify funding sources to be used to help implement County recycling goals.

Allegheny County is encouraging proposals from Respondents who share the philosophy that the preferred waste management hierarchy is to first practice source reduction; then reuse, recycle and organically process/ compost; and then to combust waste for energy recovery or place it in a sanitary landfill.

Facilities who participate in supporting a sustainable County integrated waste and recyclables management program may recognize the following benefits to their operations:

- Increased tonnage at processing/ disposal sites by assuring proper disposal of unrecyclable waste at Designated Facilities instead of being illegally dumped.

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

7. Preparation and Submission of Responses

- a) All responses must be prepared and submitted on the Submittal Forms included in this Solicitation of Interest, with supplemental pages added as needed. The completed Submittal Forms and the other documents shall be submitted as a package.
- b) All responses must be legibly typewritten. All Submittal Forms must be completed in their entirety or the response may be rejected.
- c) Except where specifically allowed in the Submittal Forms, responses should be based on the attached DRAFT Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement contained herein, should be responsive to the requirements of the SOI, and should be properly completed and signed by an authorized official or representative of the Respondent(s).
- d) All responses must include an executed Non-Collusion Affidavit and executed Disclaimer Statement as provided in this request package.
- e) Responses shall be placed in a sealed envelope, with the following label on the outside: "SOI Submittal Package, Allegheny County Municipal Waste Processing/ Disposal Capacity and Integrated Waste and Recyclables Management Program Support" and shall include one (1) complete original hard copy of the submission, plus one (1) complete electronic PDF copy of the submission on either a USB flash drive or a computer disk. The original copy must include original signatures of the authorized representative of the facility. Submissions should be delivered to (on behalf of Allegheny County):

Attn: Joy Smallwood
Allegheny County Health Department
3901 Penn Avenue, Building 5
Pittsburgh, PA 15224-1318

8. Requirements for Signing Submittals

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

9. Evaluation Procedure

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

Allegheny County will initially review and evaluate each Respondent's Submission Package, and if needed, there may be a request for follow-up discussions with Respondents. This process may be used to further clarify proposals and finalize contract terms, including without limitation, possible terms detailing how the Respondent may be willing to support the integrated waste and recyclables programs of Allegheny County.

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

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

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

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

- Respondent must agree to comply with all requirements of the SOI.
- All required proposal forms and required supplemental information must be included in the Submittal Package, properly completed.
- For clarity, it is specifically noted that Respondents MUST 1) indicate in their Submittal Package whether (and include ideas how) it might support, via payment of a negotiated plan implementation fee or other voluntary measures, this County's integrated waste and recycling program enhancements, and 2) affirm its willingness to enter good faith negotiations with Allegheny County and its representatives, to work to identify ways in which Respondent may potentially support these enhanced integrated waste and recycling programs.
- The Facility should indicate its willingness annually to donate to the Allegheny County municipal waste disposal capacity for non-profit activities, including, but not limited to, road cleanup adoptions and illegal dump cleanups (***a desired minimum of 0.5% of Respondent's daily commitment to accept Allegheny County waste, or a minimum of 575 tons per year, whichever is less, is requested***).
- Facility must have a current state-issued waste disposal facility permit, and must have the ability to start accepting municipal waste from Allegheny County no later than January 1, 2019.
- Facility must have an operating history that evidences continuing compliance with all federal, state and local laws and regulations, both by the operating company and by any parent company, and should not have a repeated history of violations that in the aggregate can be regarded, in the sole opinion of Allegheny County, as significant or that may inhibit the future ability of the facility to accept waste.
- Facility must guarantee, at a minimum, processing/ disposal capacity for at least 10% of Allegheny County's anticipated MSW disposal need over the initial 5-year term of the ten-year planning period (i.e. a guaranteed AVAILABILITY of capacity or air space at the facility from the Respondent to accept, at a minimum, an average of at least 100,000 tons of municipal waste per year from the County over the first five years of the planning period); and, willingness of the Respondent to commit this capacity (with no minimum delivery guarantee) to Allegheny County through contract. Further, Respondent must have currently permitted and available processing/ disposal capacity to meet its minimum capacity commitments for at least the first term (first 5 years) of the waste capacity assurance agreement.
- Respondent must be willing to enter a five-year contract, with a 5-year contract renewal option (at Allegheny County's option), to provide the processing/ disposal capacity; and, to offer optional integrated waste management and recycling program support via payment of a negotiated plan implementation fee or other voluntary measures (if elected to do so by Respondent).
- If Respondent is a transfer station handling or proposing to handle municipal waste generated from Allegheny County, it must affirm its willingness to enter an agreement with Allegheny County stating that it 1) commits to deliver waste it receives from the County only to Designated Facilities listed in the Allegheny County Plan, and 2) further, agrees to accurately track and report (to the disposal

site(s) that the waste is delivered to, and to Allegheny County) the quantities and types of municipal waste accepted and transferred from Allegheny County to the disposal site(s), based on the county of origin from which the transfer station receives the waste.

Step 2 – Follow-up Discussions/ Clarifications – The second part of the evaluation process may be used to clarify and refine Respondents' Submittals, and to further identify and discuss ways in which the Respondent may opt to support or enhance the sustainability of Integrated Waste and Recyclables Management Programs in Allegheny County. Allegheny County shall take into consideration factors that are deemed to be in the best interest of the County and its residents and businesses regarding waste management and recycling in the County.

A final contract with a term beginning January 1, 2019 between the County and each successful Respondent is the objective of this SOI solicitation process. Such contracts and start dates may be contingent upon prior final Plan approval by PADEP.

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

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

10. Qualifications of the Respondents

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

11. Confidentiality

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

SUBMITTAL FORM

SUBMITTAL FORM

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

ALLEGHENY COUNTY, PENNSYLVANIA

Date: _____

To: Allegheny County Health Department
3901 Penn Avenue, Building 5
Pittsburgh, PA 15224
ATTN: Joy Smallwood

Respondent: Company Name _____
Address _____

City _____ State _____ Zip _____
Contact _____ Telephone (____) _____

The undersigned has examined the **Solicitation of Interest (SOI)** document, including the **Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement**, and has completed fully this **Submittal Form for Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Program Support** (including the **Disclaimer Statement, Non-Collusion Affidavit** and the **Processing/Disposal Facility Questionnaire**) contained in this Solicitation of Interest dated December 2017.

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

If selected by Allegheny County to be listed as a Designated Facility in the Allegheny County Solid Waste Management Plan (County Plan), the undersigned Respondent agrees to execute and deliver the **Municipal Waste Processing/Disposal Capacity and Integrated Waste and Recyclables Management Service Agreement**, including the required Certificate of Insurance, to Allegheny County in accordance with all of the terms of this request.

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

1. TYPES AND ESTIMATED QUANTITIES OF WASTE TO BE ACCEPTED

a. Does this facility currently accept or intend to accept municipal waste from Allegheny County sources?

Currently accepts municipal waste from within the boundaries of Allegheny County

Reported quantity received in 20__ : approximately _____ tons of municipal waste

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

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

b. Please check type of facility.

Landfill

Resource recovery facility

Municipal waste composting facility

Other (specify)

Facility Name _____

Facility Location: _____

County _____

State _____

Does this facility meet all applicable federal, state and local laws, rules, regulations and guidelines, and does Respondent believe this will continue in the future?

Yes No If no, explain:

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

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

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

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

d. Minimum sludge characteristics required: % Solids _____

Other requirements: _____

e. Will bulky wastes be accepted? Yes No

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

If yes, list types and other requirements: _____

- f. Is Respondent willing to accept Residual Waste at its facility? Yes No
If yes, specify tonnage: _____ (tons/day or tons/year)

If yes, list types and other requirements: _____

- g. Please indicate the amount of municipal waste disposal capacity that the Respondent is willing to donate per year to non-profit groups and public agencies including, but not limited to, road adoptions and illegal dump cleanups (a desired minimum of 0.5% of your daily commitment to accept Allegheny County waste, or a minimum of 100 tons per year, whichever is less, is requested).

Is Respondent willing to donate disposal capacity for community and non-profit cleanup events? Yes No

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

2. INTEGRATED WASTE AND RECYCLABLES MANAGEMENT PROGRAM

As noted in the SOI, Respondents are required to at least consider and share ideas with Allegheny County on the manner in which they may be able to provide support, such as payment of a negotiated plan implementation fee or other voluntary measures, for a sustainable and/or enhanced integrated waste and recyclables management program serving Allegheny County, at least for the service area for which the Respondent’s disposal site is also providing disposal services.

- a. Does Respondent agree to indicate whether, and to include ideas (in the response area of this section of the Submittal Form, found below) how it might support an enhanced and sustainable integrated waste and recyclables management program for Allegheny County?

Yes
 No

- b. Does Respondent affirm its willingness to enter good faith discussions with Allegheny County to work to identify ways in which Respondent may potentially support an enhanced and sustainable integrated waste and recyclables management program for Allegheny County?

Yes
 No

Allegheny County is looking to Respondents to help identify ways in which it may support the provision of sustainable and/or expanded programs for integrated waste and recyclables management in Allegheny County. While provision of these services is an optional component of this SOI, Allegheny County strongly recommends and requests Respondents' support for provision of these services.

Respondents to this SOI should describe below, and as needed on additional pages to be attached to this Submittal Form, ideas on how they may be able to support, via payment of a negotiated plan implementation fee or other voluntary measures, the sustainability and/or enhancement and expansion of a Allegheny County Integrated Waste and Recyclables Management Program, at least for the service area for which the Respondent's disposal site is also intending to provide disposal services. Use as many pages as necessary to demonstrate the manner of optional support for the sustainability and/or enhancement of these critical and important components of the Allegheny County Plan.

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

Response: _____

(attach additional pages as necessary)

3. PROPOSED FEE SCHEDULE FOR WASTE PROCESSING/ DISPOSAL SERVICES

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

PROCESSING/ DISPOSAL ONLY

Contract Year*	Municipal Waste		Construction/ Demolition Waste (C&D)		Municipal Sewage Sludge**		Infectious & Chemotherapeutic Waste (ICW)	
	Price per Ton	Escalation Rate***	Price per Ton	Escalation Rate***	Price/ Ton	Escalation Rate***	Price/ Ton	Escalation Rate***
2019								
2020								
2021								
2022								
2023								
2024								
2025								
2026								
2027								
2028								
2029								
2030								

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

** Please specify the adjustment in unit cost for variations in sludge characteristics

(if applicable): _____

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

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

Waste Type	(list)		(list)		(list)	
	Contract Year*	Price/Ton	Escalation Rate**	Price/Ton	Escalation Rate**	Price/Ton
2019						
2020						
2021						
2022						
2023						
2024						
2025						
2026						
2027						
2028						
2029						
2030						

* Respondent acknowledges that the costs presented above reflect 2019 as the anticipated first year of operation under the contract.

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

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

4. COMPANY EXPERIENCE AND OPERATING HISTORY

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

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

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

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

- (1) Confirmation of available capacity at a processing/ disposal facility, which currently has and will maintain, through the contract period, proper processing and/or disposal permits.
- (2) Statement of transfer trailer accessibility to the proposed processing/ disposal facility.
- (3) Information on financial strength of the Respondent to support the operation of the processing/ disposal facility and back the obligations and commitments to Allegheny County as specified above.
- (4) Position of the Respondent regarding specific reservation of air space or capacity at processing/ disposal facility for duration of the contract term.
- (5) Acceptance of Marcellus Shale drilling residuals and materials, and the potential impact of disposal of these residuals on the processing/ disposal capacity commitments of Respondent to Allegheny County.

**ALLEGHENY COUNTY
MUNICIPAL WASTE MANAGEMENT PLAN
PROCESSING/DISPOSAL FACILITY QUESTIONNAIRE**

A. BACKGROUND INFORMATION

1. Date: _____

2. Name of Facility: _____

3. Owner of Facility: _____

4. Type of Facility:
 Landfill _____ Resource Recovery (Waste to Energy) _____
 MSW Composting _____ C&D Processing _____
 Other (describe): _____

5. Address and Phone Number of Owner: _____

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

7. Contact Person: _____ Title: _____
Phone: (____) _____

8. Person Supplying Information: _____ Title: _____
Phone: (____) _____

9. State where Respondent entity is formed: _____

10. Approx. Road Mileage from Facility to 3901 Penn Avenue Pittsburgh, PA 15224:

B. PERMIT INFORMATION

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

1. Permit Number _____
2. Permit Site Acreage _____ acres.
Disposal Area _____ acres.
3. If a Landfill, Total Permitted Capacity _____ tons/cubic yards (circle one),
_____ years
4. If a Landfill, Total Remaining Capacity as of 2017 _____ tons/cubic yards (circle one), _____ years
5. Design Capabilities (if other than a landfill): Design Capacity _____ tons/day
Maximum Continuous Rating (MCR) _____ tons/day
Available Processing Capacity _____ tons/day _____ tons/year
6. Waste Types and Quantities (2013)
Please Identify:
 - a. the maximum and average daily permitted quantities (in tons) of each of the listed types of waste, (if not accepted, please use N/A)
 - b. the expected annual tonnage of each type of waste, and
 - c. current tipping fees charged for waste deliveries (approximate, or give a range)

Waste Type	Permitted Maximum Daily Tons	Permitted Average Daily Tons	Expected Annual Tons	Current Tipping Fee (specify per ton or cubic yard)
Municipal Waste (except for types listed below)				
Construction/ Demolition Waste (C&D)				
Sewage Sludge				

Waste Type	Permitted Maximum Daily Tons	Permitted Average Daily Tons	Expected Annual Tons	Current Tipping Fee (specify per ton or cubic yard)
Infectious/ Chemotherapeutic Waste (ICW)				
Incinerator Ash				
Asbestos				
Other MSW (please specify)				
Other MSW (please specify)				
Residual Waste – Marcellus Residuals				
Residual Waste - Other				

Minimum % Solids of Sewage Sludge _____%

6. If a landfill, for the area subject to the permit, what is the estimated total available disposal capacity between January 1, 2019 and final closure (as currently permitted)?

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

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

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

a. Primary Liner: (check those that apply)

- Synthetic membrane Thickness = _____ mils Material _____
- Remolded clay Thickness = _____ inches Permeability _____ cm/sec
- Other _____

b. Secondary Liner:

- Synthetic membrane Thickness = _____ mils Material _____

- Remolded clay Thickness = _____ inches Permeability _____
_____ cm/sec
- Other _____

What portions of this system are currently in place? _____

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

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

4. Do you provide any processing or other handling of recyclables at your facility? If yes, please explain. _____

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

5 Describe your facility's acceptance of Marcellus Shale drilling mud and other residuals and materials. Estimate the tons or quantity of Marcellus residuals

accepted, and also as a percentage of total waste input at the facility. Also, describe the expected increase in acceptance of these materials in the future (next 5-10 years), and how you feel this will impact your ability to accept MSW and honor commitments to dispose of MSW and special handling municipal waste at your facility from Allegheny County.

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

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

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

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

CEMS fabric filter/baghouse dry scrubber wet scrubber

Electrostatic precipitator, number of fields = _____

Other: _____

Odor Control: chemical scrubber biofilter other: _____

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

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

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

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

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

- 8. Do you provide any processing or other handling of recyclables at your facility? If yes, please explain_____

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

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

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

Yes No

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

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

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

E. EXPANSION PLANS

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

1. Expected Waste Types

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

2. Additional Capacity Plans

a. If Landfill:

1. Expected Total Capacity (tons or cubic yards) _____
2. Expected Lifetime (yrs.) _____

- b. If Other Than Landfill:
 - 1. Design Capacity _____ tons/day
 - 2. MCR Rating _____ tons/day
 - 3. Available Processing Capacity _____ tons/day _____ tons/year
- c. Expected Start of Expansion Development _____
- d. Start of Operations Date _____

NON-COLLUSION AFFIDAVIT

STATE OF _____:

COUNTY OF _____:

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

I state that:

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

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

Sworn to and Subscribed before me

Name

This _____ day of _____, 20__.

Company Position

_____(Notary Public)

My Commission Expires: _____

DISCLAIMER STATEMENT

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

Name of Organization

Name

Title

Date

DRAFT AGREEMENTS